

Document General

Form 4 - Land Registration Reform Act

D

<p style="text-align: right;"><i>AT 3486348</i></p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p>2013-12-23 10:59</p> <p><i>Jeff Gilbert</i> LAND REGISTRAR</p>		<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 4 pages</p> <p>(3) Property Identifier(s) Block 76346 Property 0001 to Additional: See Schedule <input type="checkbox"/></p> <p>76346 0914 incl.</p> <p>(4) Nature of Document Application to register Notice of an Unregistered Estate, Right, Interest or Equity (Section 71 of the Land Titles Act)</p> <p>(5) Consideration Two Dollars Dollars \$ 2.00</p> <p>(6) Description All Units and Common Elements comprising the property contained in Toronto Standard Condominium Plan No. 2346</p> <p>City of Toronto Land Titles division of the Toronto Registry Office (No. 66)</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p> <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>																	
<p>(8) This Document provides as follows:</p>						Continued on Schedule <input type="checkbox"/>													
<p>(9) This Document relates to instrument number(s)</p> <p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346</p> <p>We have the authority to bind the corporation</p> <p>(11) Address for Service c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario. M9W 6R4</p> <p>(12) Party(ies) (Set out Status or Interest) Name(s)</p> <p>(13) Address for Service</p> <p>(14) Municipal Address of Property 352 Front Street West Toronto, Ontario</p> <p>(15) Document Prepared by: Mark Karoly Harris, Sheaffer LLP Suite 610 - 4100 Yonge Street Toronto, Ontario M2P 2B5</p>						Signature(s)  Date of Signature Y M D 2013 12 18													
<p>FOR OFFICE USE ONLY</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> </tr> </tbody> </table>				Fees and Tax		Registration Fee										Total	
Fees and Tax																			
Registration Fee																			
Total																			

Land Titles Act
Application to register Notice of an
unregistered estate, right, interest or equity
Section 71 of the Act

TO: The Land Registrar for the Land Titles Division of Toronto (No. 66)

I, MARK L. KAROLY, am the solicitor for Toronto Standard Condominium Corporation No. 2346.

I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as all of PINs 76346-0001 to 76346-0914, inclusive.

The lands are registered in the name of Empire Communities (Front Street) Ltd. I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcels.

The Notice is for an indeterminate period.

The address for service of the applicant is:

c/o FirstService Residential Ontario
89 Skyway Avenue
Suite 200
Toronto, Ontario
M9W 5R4

Dated: December 18, 2013


Mark L. Karoly

ASSIGNMENT AGREEMENT

THIS AGREEMENT made the 26th day of November, 2013.

B E T W E E N:

EMPIRE COMMUNITIES (FRONT STREET) LTD.
(hereinafter called "Declarant")

- and -

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**
(hereinafter called the "Condominium Corporation")

- and -

CITY FRONT DEVELOPMENTS INC.
(hereinafter called "City Front")

WHEREAS the Declarant entered into a Development Agreement with City Front Developments Inc., which was registered as Instrument No. AT2558015 on November 23, 2010 (the "Development Agreement").

AND WHEREAS paragraph 7.01 of the Development Agreement provides that following the registration by the Declarant of the Condominium Corporation, that the Condominium Corporation would formally assume the Development Agreement.

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) the Declarant hereby assigns the Development Agreement to the Condominium Corporation and the Condominium Corporation hereby covenants and agrees with the Declarant and City Front to formally assume (and to observe and abide by) all of the terms and provisions contained in the Development Agreement, to indemnify the Declarant in respect of such obligations and to execute such further documents or assurances as the Declarant or City Front may hereafter require in order to evidence and confirm the same. Without limiting the generality of the foregoing, the Condominium Corporation hereby confirms: (i) its approval of City Front's entitlement to encroach upon and beneath the lands included in Toronto Standard Condominium Plan No. 2346 in accordance with Article 6.00 of the Development Agreement; and (ii) City Front's entitlement to exercise its rights in accordance with the provisions of Article 2.00 of the Development Agreement

The Condominium Corporation acknowledges and agrees that City Front shall be entitled to the benefit of this Agreement and to enforce this Agreement as against the Condominium Corporation, notwithstanding that City Front it has not executed a copy thereof.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

[Signatures Follow]

EMPIRE COMMUNITIES (FRONT STREET)**LTD.**

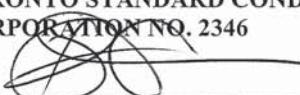
Per:


Daniel Guizzetti - President

I have the authority to bind Corporation.

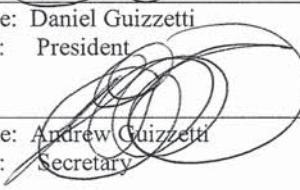
**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per:


Name: Daniel Guizzetti

Title: President

Per:


Name: Andrew Guizzetti

Title: Secretary

We have the authority to bind the Corporation.

Authority: Urban Environment and Development Committee Report No. 2(1)

March 4, 5 and 6, 1998

Intended for first presentation to Council: March 4, 1998

Adopted by Council: March 6, 1998

CITY OF TORONTO

BY-LAW No. 60-1998

To prescribe maintenance and occupancy standards for dwelling units with respect to carbon monoxide detectors.

WHEREAS Council has authority under Section 31 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, to pass this By-law;

Now therefore, the Council of the City of Toronto HEREBY ENACTS as follows:

1. Definitions

- (a) "Boarding or Lodging House" means a dwelling in which lodging with or without meals is supplied for gain, but shall not include a hotel, hospital, children's home, nursing home, home for the aged or other similar establishment;
- (b) "Carbon Monoxide Detector" means a combined carbon monoxide detector and audible alarm device that:
 - (i) is designed to sound an audible alarm upon detection of excessive concentrations of carbon monoxide, and
 - (ii) conforms to Underwriters' Laboratories Standard 2034 and, where electrically powered, is approved by the Canadian Standards Association;
- (c) "Dwelling Unit" means a building or part of a building, comprised of a room, series of rooms or suite operated under a single tenancy as a housekeeping unit, or intended to be used as a domicile by one or more persons and which may contain cooking, eating, living, sleeping and sanitary facilities, and including its respective appurtenant hallways;
- (d) "Fire Prevention Inspector" means a member of the Fire Prevention Division of the Fire Department of the City of Toronto, and includes the Fire Chief and any other member of the Fire department designated by the Fire Chief;
- (e) "Fuel burning appliances" such as, but not limited to furnaces, refrigerators, clothes fryers, water heaters, boilers, fireplaces, wood stoves, charcoal grills, gas ranges and space heaters, which are fired by flammable fuels such as, but not limited to natural gas, propane, heating oil, kerosene, coal, gasoline, wood and charcoal;

- (f) "Occupant" means any person or persons over the age of 18 years, or any firm or corporation, in possession of any dwelling unit; and
- (g) "Owner" includes the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used whether on the person's own account or as agent or trustee of any other person or who would so receive the rent if such land and premises were let, and shall also include a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standard for the maintenance and occupancy of property

2. For the purposes of this by-law, a Boarding or Lodging House shall be considered to be one dwelling unit.

3. Every owner of a dwelling unit shall repair and maintain the dwelling unit to conform with the standards for carbon monoxide detectors set out in this by-law.

4. A minimum of one (1) carbon monoxide detector shall be installed in each of the following dwelling units, in accordance with the provisions of this by-law:

- (a) each dwelling unit containing a fuel burning appliance;
- (b) for a building containing multiple occupancies, each dwelling unit located on the same floor level as a fuel burning appliance, and
- (c) for a building containing multiple occupancies, each dwelling unit located on the first and second floor levels of the building above a floor level containing a fuel burning appliance.

5. Every occupant of a dwelling unit shall ensure that each carbon monoxide detector installed in accordance with this by-law is maintained in good operation condition and in accordance with the manufacturer's instructions

6. Carbon monoxide detectors shall be installed in accordance with manufacturer's instructions and shall be equipped with an alarm that is audible within bedrooms when the intervening doors are closed.

7. Each electrically powered carbon monoxide detector shall:

- (a) be equipped with visual indications that it is in operating condition, and
- (b) have NO switch between the carbon monoxide detector and the power distribution panel

8. The Fire Chief and Fire Prevention Inspectors acting under the Fire Chief's instructions are hereby appointed property standards officers for the purpose of administering and enforcing the provisions of the by-law

9. This By-law shall come into force on November 1, 1998.

10. The short title of this By-law is "The Carbon Monoxide Detector By-law_

ENACTED AND PASSED this 6th day of March, A.D. 1998

CASE OOTES,
Deputy Mayor

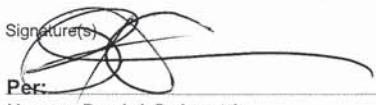
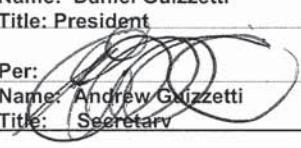
NOVINA WONG,
City Clerk

(Corporation Seal)

Document General

Form 4 - Land Registration Reform Act

D

<p>AT. 3486332</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSE TORONTO (66)</p> <p>2013-12-23 10:54</p> <p><i>Jeff Gilbert</i> LAND REGISTRAR</p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of #17 pages</p> <p>(3) Property Identifier(s) Block 76346 Property 0001 to Additional: 76346 0914 incl. See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document CONDOMINIUM BY-LAW NO. 1 (Condominium Act, 1998)</p> <p>(5) Consideration Two Dollars Dollars \$ 2.00</p> <p>(6) Description All Units and Common Elements comprising the property contained in Toronto Standard Condominium Plan No. 2346</p> <p>City of Toronto Land Titles division of the Toronto Registry Office (No. 66)</p> <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>														
	(8) This Document provides as follows:														
	Continued on Schedule <input type="checkbox"/>														
	(9) This Document relates to instrument number(s)														
	<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346</p> <p>We have the authority to bind the corporation</p> <p>(11) Address for Service c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario. M9W 6R4</p> <p>(12) Party(ies) (Set out Status or Interest) Name(s)</p> <p>(13) Address for Service</p> <p>(14) Municipal Address of Property 352 Front Street West Toronto, Ontario</p>														
	<p>Signature(s)  Per: Daniel Guizzetti Title: President Date of Signature Y M D 2013 12 18</p> <p>Signature(s)  Per: Andrew Guizzetti Title: Secretary Date of Signature Y M D 2013 12 18</p> <p>Signature(s)</p> <p>Date of Signature Y M D</p>														
	<p>(15) Document Prepared by: Mark Karoly Harris, Sheaffer LLP Suite 610 - 4100 Yonge Street Toronto, Ontario M2P 2B5</p> <p>131143</p>														
	<table border="1"> <thead> <tr> <th colspan="2">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </tbody> </table>			Fees and Tax		Registration Fee								Total	
	Fees and Tax														
	Registration Fee														
Total															
FOR OFFICE USE ONLY															

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

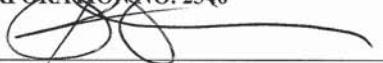
(under Subsection 56(9) of the *Condominium Act, 1998*)

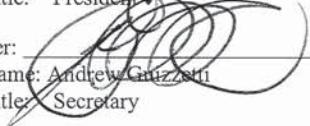
Toronto Standard Condominium Corporation No. 2346 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: 
Name: Daniel Guizzetti
Title: President

Per: 
Name: Andrew Guizzetti
Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346
BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2346 (hereinafter referred to as the "**Corporation**") as follows:

ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "Act") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
 - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;
 - (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
 - (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;

- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgments against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1. Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;

- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners; and
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to

authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto.

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

5.2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;

- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 **The Corporation:**

The affairs of the Corporation shall be managed by a board of directors.

6.2 **Number of Directors and Quorum:**

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 **Qualifications:**

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 **Consent:** No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 **Election and Term:**

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose term expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of

his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

6.15 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- a) requests that his or her dissent is entered in the minutes of the meeting; or
- b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;

- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 **Elected President:**

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 **Other Elections and Appointments:**

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 **Term of Office:**

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 **President:**

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 **Vice-President:**

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

7.6 **General Manager:**

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7.7 **Secretary:**

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 **Treasurer:**

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 **Other Officers:**

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the preceding month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

ARTICLE X - NOTICE

10.01 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s),

including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
 - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- b) to a mortgagee: [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

10.02 Receipt of Notice

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

10.03 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, 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 of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such installments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 **Mediation Procedures**

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 **Invalidity:**

The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

14.2 **Gender:**

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

14.3 **Waiver:**

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 **Headings:**

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

14.5 **Alterations:**

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 **Conflicts:**

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____

Name: Daniel Guizzetti

Title: President

Per: _____

Name: Andrew Guizzetti

Title: Secretary

We have the authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1**ARTICLE 1 - PRE-MEDIATION PROCEEDINGS**

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the parties shall apply to the Ontario Court of Justice, whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the Ontario Court of Justice, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

Document General

Form 4 - Land Registration Reform Act

D

AT 3486336

 CERTIFICATE OF RECEIPT.
RÉCÉPISSE
TORONTO (66)

2013-12-23 10:54



LAND REGISTRAR

FOR OFFICE USE ONLY

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages	
(3) Property Identifier(s)	Block 76346	Property 0001 to 76346 0914 incl.	Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document CONDOMINIUM BY-LAW NO. 2 (Condominium Act, 1998)			
(5) Consideration Two Dollars Dollars \$ 2.00			
(6) Description All Units and Common Elements comprising the property contained in Toronto Standard Condominium Plan No. 2346			
City of Toronto Land Titles division of the Toronto Registry Office (No. 66)			
New Property Identifiers	Additional: See Schedule <input type="checkbox"/>		
Executions	Additional: See Schedule <input type="checkbox"/>	(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

 Continued on Schedule

(9) This Document relates to instrument number(s)

 (10) Party(ies) (Set out Status or Interest)
Name(s)

 TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2346

We have the authority to bind the corporation

(11) Address for Service c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario. M9W 6R4

 (12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature

Y 2013 12 18

M

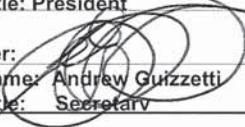
D

Per:


Name: Daniel Guizzetti

Title: President

Per:


Name: Andrew Guizzetti

Title: Secretary

Y 2013 12 18

M

D

(13) Address for Service

 (14) Municipal Address of Property
352 Front Street West
Toronto, Ontario

 (15) Document Prepared by:
Mark Karoly
Harris, Sheaffer LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario
M2P 2B5

131143

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2346 (known as the “**Corporation**”) certifies that:

1. The copy of By-law No. 2 attached as Schedule “A” is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____

Name: Daniel Guizzetti
Title: President

Per: _____

Name: Andrew Guizzetti
Title: Secretary

We have the authority to bind the Corporation.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

BY-LAW NO. 2

WHEREAS Empire Communities (Front Street) Ltd. (the “**Declarant**”) entered into a Development Agreement with City Front Developments Inc., which was registered as Instrument No. AT2558015 on November 23, 2010 (the “**Development Agreement**”).

AND WHEREAS paragraph 7.01 of the Development Agreement provides that following the registration by the Declarant of the Condominium Corporation, that the Condominium Corporation would formally assume the Development Agreement.

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2346 (the “**Corporation**”) as follows:

1. The Corporation shall assume the obligations of Declarant in the Development Agreement and shall enter into an Assignment and Assumption Agreement in a form to be approved by the Declarant (the “**Assignment Agreement**”) to formally assume all of the terms, provisions, benefits and obligations of the Declarant in the Development Agreement.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Assignment Agreement including all covenants and obligations of the Corporation which are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary be and is hereby authorized to execute on behalf of the Corporation, the Assignment Agreement together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 2 of the Corporation.

DATED at Toronto this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____
Name: Daniel Guizzetti
Title: President

Per: _____
Name: Andrew Guizzetti
Title: Secretary

We have the authority to bind the Corporation

AT 3486342		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
CERTIFICATE OF RECEIPT RÉCÉPISSE		(3) Property Identifier(s) Block 76346 Property 0001 to 76346 0914 incl.	Additional: See Schedule <input type="checkbox"/>
TORONTO (66) 2013-12-23 10:56 <i>Jeff Gilbert</i>		(4) Nature of Document CONDOMINIUM BY-LAW NO. 3 (Condominium Act, 1998)	
LAND REGISTRAR		(5) Consideration Two Dollars Dollars \$ 2.00	
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		(6) Description All Units and Common Elements comprising the property contained in Toronto Standard Condominium Plan No. 2346	
Executions Additional: See Schedule <input type="checkbox"/>		City of Toronto Land Titles division of the Toronto Registry Office (No. 66)	
		(7) This Document Contains <input type="checkbox"/>	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)Signature(s) Date of Signature
Y M DTORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2346

2013 12 18

We have the authority to bind the corporation

Per: Name: Daniel Guizzetti Title: President Date of Signature
Y M D
2013 12 18

(11) Address for Service c/o 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R4

(12) Party(ies) (Set out Status or Interest)
Name(s)Signature(s) Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

352 Front Street West
Toronto, Ontario

(15) Document Prepared by:

Mark Karoly
Harris, Sheaffer LLP
Suite 610 - 4100 Yonge Street
Toronto, Ontario
M2P 2B5131143
FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2346 (known as the “**Corporation**”) certifies that:

1. The copy of By-law No. 3 attached as Schedule “A” is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____

Name: Daniel Guizzetti

Title: President

Per: _____

Name: Andrew Guizzetti

Title: Secretary

We have the authority to bind the Corporation.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

BY-LAW NO. 3

WHEREAS Empire Communities (Front Street) Ltd. (the “**Declarant**”) entered into a Site Plan Agreement with the City of Toronto, which was registered as Instrument No. AT2494924 on September 1, 2010 (the “**Site Plan Agreement**”).

AND WHEREAS the Declarant shall assign the Site Plan Agreement (the “**Agreement**”) to the Condominium Corporation and the Condominium Corporation shall assume all of the terms and provisions set forth in the Agreement.

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2346 (the “**Corporation**”) as follows:

1. The Corporation shall assume the obligations of Declarant in the Agreement and shall enter into an Assignment Agreement substantially in the form annexed hereto as Schedule “A” (the “**Assignment Agreement**”) to formally assume all of the terms, provisions, benefits and obligations of the Declarant in the Agreement.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Agreement including all covenants and obligations of the Corporation which are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary be and is hereby authorized to execute on behalf of the Corporation, the Assignment Agreement together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 3 of the Corporation.

DATED at Toronto this 26th day of November, 2013.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____

Name: Daniel Guizzetti

Title: President

Per: _____

Name: Andrew Guizzetti

Title: Secretary

We have the authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 3

ASSIGNMENT AGREEMENT

THIS AGREEMENT made the 26th day of November, 2013.

B E T W E E N:

EMPIRE COMMUNITIES (FRONT STREET) LTD.
(hereinafter called "**Declarant**")

- and -

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**
(hereinafter called the "**Condominium Corporation**")

WHEREAS the Declarant entered into a Site Plan Agreement with the City of Toronto, which was registered as Instrument No. AT2494924 on September 1, 2010 (the "**Site Plan Agreement**").

AND WHEREAS the Declarant shall assign the Site Plan Agreement (the "**Agreement**") to the Condominium Corporation and the Condominium Corporation shall assume all of the terms and provisions set forth in the Agreement.

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) the Declarant hereby assigns the Agreement to the Condominium Corporation and the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Agreement, to indemnify the Declarant in respect of such obligations and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm the same.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

**EMPIRE COMMUNITIES (FRONT
STREET) LTD.**

Per: _____
Daniel Guizzetti - President

I have the authority to bind Corporation.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: _____
Name: Daniel Guizzetti
Title: President

Per: _____
Name: Andrew Guizzetti
Title: Secretary

We have the authority to bind the Corporation.

FOR OFFICE USE ONLY

AT 4341909
CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

SEP 14 2016 14:40

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 9 pages
(3) Property Identifier(s) Block 76346-0001 - 76346-0914 (inclusive)		Property Additional: See Schedule <input checked="" type="checkbox"/>
(4) Nature of Document CONDOMINIUM BY-LAW NO. 4		
(5) Consideration TWO----- Dollars \$ 2.00		
(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2346 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(8) This Document provides as follows:
See Form 11, By-law No. 4 attached as Schedule

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

2016 09 12

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346
by its solicitors, FINE & DEO

Per:

Name: Mario D. Deo

(11) Address for Service c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

SCHEDULE

Form 11
Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2346 (known as the "Corporation") certifies that:

1. The copy of By-law Number 4 attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of September, 2016.

Toronto Standard Condominium Corporation No. 2346

By: 
Name: BENJAMIN T. MOORE
Title: President
I have authority to bind the Corporation.

By: 
Name: Vinesh Lala
Title: Secretary
I have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346**BY-LAW NO. 4**

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for the units within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

AND WHEREAS the board of directors may pass a by-law to extend the circumstances under which unit owners would be held responsible for the deductible applicable for the repair of their respective unit(s) following damage;

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 2346, (hereinafter referred to as "**Corporation**") as follows:

1. **Purpose:** The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89 and 99 the *Condominium Act, 1998* S.O. 1998, c.19 (the "Act"). This by-law in no way purports to amend or affect the definition of the units as prescribed by Schedule "C" of the Corporation's declaration or any obligations or responsibilities prescribed by the Corporation's declaration.
2. **Residential Unit Class:** For the purposes of this by-law the standard unit for all "Residential Units", being Units 1 to 3 inclusive on Level 1, Units 1 to 14 inclusive on Level 2, Units 1 to 22 inclusive on Level 3, Units 1 to 21 inclusive on Level 4, Units 1 to 22 inclusive on Level 5, Units 1 to 23 inclusive on Levels 6 to 10, Units 1 to 21 inclusive on Levels 11 to 22 inclusive, and Unit 1 to 7 inclusive on Level 23, Units 1 to 9 inclusive on Level 24, as set out in Schedule "C" of the Corporation's declaration, shall consist of those items as listed in **Schedule "A"** attached hereto, subject to the following provisions:
 - (i) any of the materials listed in **Schedule "A"**, may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (ii) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "A"**, the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (iii) the Residential Unit Class shall not include any flooring material or light fixtures (unless otherwise specifically provided for in **Schedule "A"**).
- Anything not included as part of the Residential Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act*.
3. **Guest Unit:** The standard unit for the "Guest Unit", being Unit 15 on Level 2, as set out in Schedule "C" of the Corporation's declaration, shall include everything that falls within the boundaries of the unit as described in said section.
4. **Commercial Unit Class:** The standard unit for the "Commercial Units", being Units 4 to 7 on Level 1, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Commercial Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
5. **Parking Unit Class:** The standard unit for the "Parking Units", being Units 1 to 8 inclusive on Level A, Units 1 to 10 inclusive on Level B, Units 1 to 75 inclusive on Level C, and Units 1 to 77 inclusive on Level D as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Parking Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*. Notwithstanding the foregoing, any common topcoat, as determined by the board in its discretion, that may be located within the boundaries of the parking

units, shall form part of the Parking Unit Class.

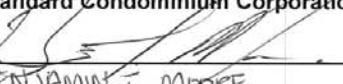
6. **Locker Unit Class:** The standard unit for the "Locker Units", being Units 9 to 46 inclusive on Level A, Units 11 to 77 inclusive on Level B and Units 76 to 155 inclusive on Level C, and Units 78 to 157 inclusive on Level D, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Locker Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.
7. **Parking Elevator Unit Class:** The standard unit for the "Parking Elevator Unit", being Unit 8 on Level 1, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of the unit as described in said section. Anything not included as part of the Parking Elevator Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.
8. **Sign Unit Class:** The standard unit for the "Sign Units", being Units 9 to 13 inclusive on Level 1, Units 47 and 48 on Level A , and Unit 78 on Level B, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of the unit as described in said section. Anything not included as part of the Sign Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.
9. If the Corporation at any time owns any unit(s), then the said unit(s) shall, only for the duration that the Corporation retains ownership of same, be classified as the **"Corporation Asset Unit Class"**. The Corporation Asset Unit Class shall include everything that falls within the boundaries of said unit(s), as those boundaries are described by the Corporation's declaration, excluding any and all chattels therein unless specifically determined otherwise by the board from time to time, by resolution.
10. **Owners' Insurance:** Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) made to their units as provided for in Section 28 of the Corporation's declaration.
11. **Indemnification for the Corporation's Insurance Deductible - Damage from a Unit to other Units and/or Common Elements:** Where damage occurs to a unit or units or to the common elements and the origin of the damage is from a unit or any part of the unit as that term is defined by the Corporation's declaration (herein after referred to as the "X-Unit"), the owner of the X-Unit shall indemnify and save the Corporation harmless from the amount which is the lesser of:
 - i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements or of any other unit or units including the X-Unit; or,
 - i. the actual costs attributable to the repair of the common elements or of any unit or units,
 regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.
12. The owner of an X-Unit shall be responsible for any payment to the Corporation under this by-law regardless of whether the owner's guests, the owner's lessee, the lessee's guests, or visitors of the owner or lessee, were in the unit or the common elements without the permission of the owner.
13. **Indemnification for the Corporation's Insurance Deductible - Damage to Common Elements:** Where a unit owner or the owners lessee, or the guest, visitor, contractor, licensee or agent of the owner or lessee, as the case may be, causes damage to the common elements, the unit owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:
 - i. any deductible payable by the Corporation pursuant to any policy of

- insurance held by the Corporation, that is applicable to the repair or damage of the common elements; or,
- ii. the actual costs attributable to the repair of the common elements.
14. **Payments Owed to the Corporation Deemed to be Common Expenses:** Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owners' unit and shall be recoverable as such.
15. **The Quantum of the Deductible:** The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.
16. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.
17. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
18. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
19. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
20. **Statutory References:** Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 4 of Toronto Standard Condominium Corporation No. 2346, said by-law having been passed by the board of directors on the 29th day of February, 2016, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 27th day of August, 2016, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19.

DATED this 7th day of September, 2016.

Toronto Standard Condominium Corporation No. 2346

By: 
Name: BENJAMIN T. MOORE
Title: President

I have authority to bind the Corporation

By: 
Name: Vinesh Lata
Title: Secretary

I have authority to bind the Corporation

Schedule "A"- Standard Unit and Insurance Deductible By-law

SUITE	<ul style="list-style-type: none"> • Ceilings - eight foot high ceilings on all floors up to 10th floor inclusive • Nine foot high ceilings on all floors 11 through to PH • All ceilings are white stipple in all living areas except for the kitchen, laundry area and bathroom(s) which are smooth finished primed (one coat) and painted with white latex paint (one coat) semi-gloss finish. • Walls - all interior walls finished in drywall or concrete as per plan. Walls painted with latex paint semi-gloss, white in kitchen, bathroom(s) and all woodwork and trim. • Baseboards and trim – 2 inch paint grade finger joint pine. Paint latex white, semi gloss. • Interior doors: <ul style="list-style-type: none"> ◦ Mirrored sliding doors on foyer entrance closet or as per plan ◦ Interior doors: wood hollow core, matching frames and casings. Modern hardware with lever type handle and contemporary sliders where applicable. primed (one coat) and painted with white latex paint (one coat) semi gloss finish ◦ Interior doors - primed (one coat) and painted with white latex paint (one coat) semi-gloss finish ◦ All load-bearing structural concrete columns, partitions, framing, along with all plumbing pipes, main water shutoff ball valves, electrical and venting conduits, that form part of the unit
2. MECHANICAL & ELECTRICAL FEATURES	<ul style="list-style-type: none"> • Individual seasonally controlled heating and air conditioning (vertical fan coil(s) complete with electric duct heater) (number as originally constructed) • Smoke alarm – Heat/smoke and carbon monoxide detectors number as required by law • Laundry area – heavy duty wiring and receptacle, along with venting to the exterior to accommodate dryer hook up. Hot and cold water hook ups and drain to accommodate washing machine hook up • Copper electrical wiring with circuit breaker service panel • Lighting outlets - capped ceiling and wall lighting outlets, in locations as originally constructed • All electrical receptacles, Decora style light switches, telephone and cable jacks including plate covers white in colour • Category 5 phone and data cable wired in all suites. All suite phone outlets are

	<ul style="list-style-type: none"> wired to a central in-suit junction box allowing in-suit networking capabilities Pre-wired telephone outlets in living room, master bedroom, den as per plan Pre-wired outlets for cable TV in living room, master bedroom, and den (if applicable, as originally One pre-wired Mircom fire alarm signal silence switch Separately metered suites for personal control of in-suit hydro consumption
FLOORING	Not applicable
KITCHEN	<ul style="list-style-type: none"> Cabinets – custom designed contemporary kitchen cabinetry as originally constructed) Under-mount stainless steel kitchen sink with single lever pull-out faucet, top mount Backsplash – Choice of glass tile backsplash Standard electrical stove outlet Hook-up for dishwasher
5. BATHROOM(s)(Number and location of bathroom(s) as originally constructed)	<ul style="list-style-type: none"> Bathtub & Shower Combination - white deep soaker tub as per plan One piece custom designed cultured marble integrated sink with vanity storage detail in master ensuite or main bath (as per plan) Chrome-framed glass shower enclosure as per plan with chrome showerhead, single handle shower control and spout with diverter. Pressure balanced valve for tub and shower Cabinet, counter top, sink and faucet – One piece custom-designed cultured marble integrated sink with vanity storage detail in master ensuite or main bath (as per plan) Lock - Privacy locks on bathroom doors Toilet – 6 litre single flush toilet, white with plastic seat
6. COMMERCIAL	<ul style="list-style-type: none"> Walls – walls separating commercial units from the common elements, exterior walls and dividing walls between commercial units: drywall only. The demising walls of the unit from drywall to underside of the concrete slab above taped and sanded. Unfinished masonry and glazing. HVAC- Individual seasonally controlled heating and air conditioning (vertical fan coil(s)) complete with electric duct. Finished wiring and hook up of the heating and air conditioning unit includes connections to the base building system. Electrical and communications- separate electricity meter Building security and safety-sprinkler and fire protection system connected to building alarm as required by the code. The purchaser shall provide and install at their expense a sprinkler system

	<p>designed to suit the layout of the unit.</p> <ul style="list-style-type: none"> • Flooring- Flooring is finished concrete slab smooth and level to industry standards but not level for final floor finishing. • Counter tops- No countertops whatsoever
--	---

In accordance with Section 18.03(1) of this by-law:

- (1) Any of the aforementioned materials may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination of same shall be reserved to the board.
- (2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the board.
- (3) The Residential Dwelling Class - Standard Unit shall not include any flooring material and/or any light fixtures of any sort, unless otherwise specifically provided for above. The standard unit shall not include any appliances of any sort.

<p style="text-align: right;">AT 4341910</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSE TORONTO (66)</p> <p>SEP 14 2016 14:45</p> <p>LAND REGISTRAR</p> <p><i>Jeff Gilbert</i></p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>		<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 6 pages</p> <p>(3) Property Identifier(s) Block Property Additional: 76346-0001 - 76346-0914 (inclusive) See Schedule <input checked="" type="checkbox"/></p> <p>(4) Nature of Document CONDOMINIUM BY-LAW NO. 5</p> <p>(5) Consideration TWO----- Dollars \$ 2.00</p> <p>(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2346 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)</p> <p>(7) This Document Contains: (a)Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p> <p>(8) This Document provides as follows: See Form 11, By-law No. 5 attached as Schedule</p> <p style="text-align: right;">Continued on Schedule <input checked="" type="checkbox"/></p> <p>(9) This Document relates to instrument number(s)</p> <p>(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346 Per: <i>Mario D. Deo</i> Y M D by its solicitors, FINE & DEO Name: Mario D. Deo 2016 09 12</p> <p>(11) Address for Service c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2</p> <p>(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D</p> <p>(13) Address for Service</p> <p>(14) Municipal Address of Property Multiple</p> <p>(15) Document Prepared by: Fine & Deo 3100 Steeles Avenue West Suite 300 Vaughan, Ontario L4K 3R1</p> <p style="text-align: right;">Fees and Tax Registration Fee Total</p>		

SCHEDULE

SCHEDULE

Form 11
Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2346 (known as the "Corporation") certifies that:

1. The copy of By-law Number 5, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of September, 2016.

Toronto Standard Condominium Corporation No. 2346

By: 
Name: BENJAMIN T. MOORE
Title: President

I have authority to bind the Corporation.

By: 
Name: Vinesh Lalq
Title: Secretary

I have authority to bind the Corporation.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346
BY-LAW NUMBER 5**

WHEREAS a condominium corporation may make, amend or repeal by-laws in accordance with section 56 of the *Act*;

THEREFORE BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2346 (the "Corporation") as follows:

1. Sections 6.3 under Article VI of the Corporation's By-Law No. 1, are hereby amended by deleting said section in its entirety and replacing it with the following provisions.
2. **Qualifications:**
 - a) To qualify as a director of the Corporation, one must:
 - (i) be:
 - (a) an owner; or
 - (b) the spouse of an ownerof a residential unit within the Corporation, (hereinafter referred to as "Unit" for the purpose of this section). That stated, a Unit shall not include any unit(s) owned by the Corporation. In addition, there may only be one (1) representative from a Unit, serving as a director on the board at any one time. This applies equally to anyone who may own more than one Unit, as he, she or it may collectively only have one (1) representative on the board at any one time, regardless of the number of Units owned;
 - (ii) be eighteen (18) years of age or older;
 - (iii) not be an undischarged bankrupt;
 - (iv) not be incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
 - (v) not be in arrears of common expenses for sixty (60) days or more;
 - (vi) execute a "Directors' Code of Ethics" within ten (10) days of this by-law coming into force and, for directors elected after this by-law comes into force, within ten (10) days following election, in the form attached hereto as **Appendix 1**, as may be amended from time to time by Board resolution;
 - (vii) not have resigned or been removed from the Board and one (1) year has not passed from the date that said director's term would have expired. The Board may, by resolution, if it deems appropriate, provided a quorum is still present, resolve that this specific section does not apply to an individual that resigned from the Board due to unforeseen circumstances;
 - (viii) not have been convicted of a criminal offence in Canada or any other jurisdiction in the past ten (10) years; and,
 - (ix) not be, directly or indirectly, or have a parent, spouse, or child who is, a party in any legal proceeding which involves the Corporation, where such party's interest is adverse to the Corporation's interests. Such proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process.
 - b) A director shall cease to be qualified to be a director of the Corporation and/or shall be deemed to have resigned from the Board, if the director:
 - (i) ceases to comply with any of the requirements of subparagraph 2(a) above;

- (ii) is absent from three (3) consecutive duly called Board meetings, such Board meetings to be at least twenty-one (21) days apart, unless the remaining Board members, provided a quorum is still present, pass a resolution to excuse such absence;
- (iii) resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable; or,
- (iv) violates the "Directors' Code of Ethics" on two (2) occasions over the course of the director's term. For the purposes of this section, a violation of the Directors' Code of Ethics will be established if:
 - (a) another director on the Board notifies the Corporation, in writing, of the violation (the "Code of Ethics Violation"), upon which the matter shall be added as the first agenda item to the very next meeting of the Board and shall be identified in the agenda as the "Ethics Review". The procedure to be used for the Ethics Review shall be the same procedure used by the Board to decide all Corporation matters except, to ensure fairness, the director named in the Code of Ethics Violation shall be allowed to address the Board at the meeting, but shall not vote nor be present when the Board votes on the matter; and,
 - (b) the majority of the remaining directors on the Board, present at the meeting during the Ethics Review, determine that a Code of Ethics Violation has occurred. The decision rendered at the conclusion of the Ethics Review shall be duly minuted in the Corporation's records. If it is determined at the end of the Ethics Review that a Code of Ethics Violation has occurred and constitutes the subject director's second (2nd) violation, then upon notice of same being given to the subject director prior to concluding the Ethics Review, he or she shall provide, in writing, his or her immediate resignation from the Board, failing which it shall be deemed to have been provided and duly noted within the minutes as such.

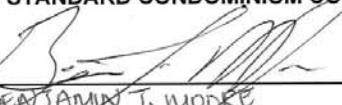
For the purposes of this section, the following terms shall be ascribed the following meaning:

- (1) "**owner**" shall mean the owner noted in the Corporation's records as such. If a dispute arises over whether or not a candidate is an owner of an Eligible Unit within the Corporation, then the onus shall be on the person in question to provide the Corporation with sufficient evidence that he or she is duly qualified to be a director in this regard; and,
 - (2) "**spouse**" shall be as defined in Part III of the *Family Law Act, R.S.O. 1990, Chapter F.3* and any amendments thereto, except that upon separation, a spouse shall be deemed to no longer be a spouse of an owner of a Unit within the Corporation. A letter in writing and duly executed by the owner in such an instance, shall be deemed sufficient evidence of the separation for the purposes of this section.
3. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.

The foregoing by-law is hereby enacted as By-law No. 5 of Toronto Standard Condominium Corporation No. 2346, said by-law having been passed by the board of directors on the 29th day of February, 2016, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 29th day of August, 2016, without variation, pursuant to the provisions of the Act.

DATED this 7th day of September, 2016.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346

Per: 
Name: Benjamin T. Moodie
Title: President

Per: 
Name: Vinesh Lala
Title: Secretary

We have the authority to bind the Corporation.

APPENDIX 1
"Directors' Code of Ethics"

I, the undersigned, have consented to act as a director of Toronto Standard Condominium Corporation No. 2346 (the "Corporation") and I agree to comply fully with the following Directors' Code of Ethics throughout my term(s) as a director.

Neutrality, Honesty and Good Faith: I will act honestly and in good faith. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will act only in the best interests of the Corporation. I will not favour the interests of any individual or group of owners or residents. I will not willingly nor knowingly involve myself with garnering support or pre-determining outcomes of decisions to be made by the board outside of the boardroom.

Care, Diligence and Skill: I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all board and owners' meetings. I will act responsibly and with the due diligence to become familiar with the affairs of the Corporation and to uphold the provisions of the *Condominium Act, 1998* (the "Act"), along with the Corporation's declaration, by-laws, rules, policies and agreements.

Conflict of Interest: I am not currently aware of any actual or potential conflict of interest, be it material or otherwise, with respect to any matter including but not limited to any contract, transaction, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose the nature and extent of the interest to the board in writing. I will also fully comply with the requirements of the *Act* and the Corporation's governing documents, along with all policies passed and adopted by the board. I will not, under any circumstances, promote my own interests to the detriment of the Corporation.

Confidentiality: I covenant and agree not to discuss with or disclose to any person (including but not limited to my spouse, family members and friends, persons residing within my unit, unit owners or residents etc.), any information obtained by me in my capacity as a director that relates to or that deals with, any affairs of the Corporation (including but not limited to information relating to board decisions, unit owners, residents, contracts or employees or agents of the Corporation etc.), unless specifically determined otherwise by the board. Any confidential or privileged information, or information which reasonably ought to be deemed confidential, will be held in strictest confidence. I will endeavour to fully comply with the requirements of section 55 of the *Act*, along with the requirements of the *Personal Information Protection and Electronic Documents Act*. If I am not absolutely certain that a certain issue or information may be discussed or disclosed, I will err on the side of caution and not disclose same unless and until the board confirms otherwise, by resolution.

Good Conduct: At all times, I will conduct myself in a professional and businesslike manner at meetings of directors or owners. I will approach all board issues with an open mind, preparing to make the best decisions on behalf of the Corporation and ensure that my standard of care and the provisions of this document are exercised in each instance. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner and act in a civil manner at all times. I will comply with principles of good governance and procedural rules of order and covenant to not be a disruptive force on the board.

Support: I will abide by decisions of the majority of the directors even though I may disagree. Any views contrary to a decision of the majority of board members will be kept to myself but I reserve the right to express my own views only to other board members during the course of a board meeting. I acknowledge that decisions are to be made democratically and I will provide ongoing support for the partnership between the board, management and owners.

Preparedness: I will prepare for each board meeting by reading all relevant materials prior to the meeting and be prepared to discuss and, if necessary, vote upon all issues that may come before the meeting. I will provide advance notice of any issue, which I may wish to have included on the agenda for discussion.

Defamation: I will not make erroneous or defamatory statements about the Corporation, or any owner, resident, director, officer, manager, staff, contractor or any other agent of the Corporation.

Minimize Conflict: I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our condominium community and board members. I will not instigate or support conflict within the condominium community for the purposes of political gain, personal satisfaction or to oppose decisions made by the board. I will promote a first class image of professionalism and businesslike conduct for our Corporation, its unit owners and residents.

Criminal Offences: I understand that, in order to be qualified to act as a director of the Corporation, I could not have been convicted of a criminal offence in Canada or any other jurisdiction within the past ten years. By executing this Directors' Code of Ethics, I hereby confirm, and the Corporation may rely upon same, that I am not in contravention of this qualification provision. I also understand that the board by resolution, if it deems necessary, may request a Criminal Reference Check in this regard and I further agree to comply with such a request, if made.

Acknowledgement & Direction: I, the undersigned, understand that, in addition to satisfying my standard of care as prescribed by the *Act*, as a director I must always act in the best interests of the Corporation. In this regard, I acknowledge that the provisions within this Directors' Code of Ethics forms an important and integral part of establishing the care and responsibility that I as a director of the Corporation am entrusted to fulfill. Accordingly if it is determined that I have violated the provisions of the Directors' Code of Ethics on two (2) occasions over the course of my term, in accordance with section 2 of the Corporation's By-law No. 5, then I understand that I will cease being qualified to be a director of the Corporation and accordingly forthwith tender my resignation, failing which it shall be deemed to have been given. I understand that this requirement is applicable to all directors of the Corporation and hereby agree to same.

Dated at Toronto this 7th day of September, 2016
WITNESS: Jessica Gunawardene DIRECTOR: Ben Moore UNIT: 2114
 NAME: _____ NAME: _____

<p>AT 4341911 CERTIFICATE OF RECEIPT RÉCÉPISSE TORONTO (66)</p> <p>SEP 14 2016 11:50</p> <p>LAND REGISTRAR</p> <p><i>Jeff Gilbert</i></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s) Block Property 76346-0001 - 76346-0914 (inclusive)			Additional: See Schedule <input checked="" type="checkbox"/>
	(4) Nature of Document CONDOMINIUM BY-LAW NO. 6			
	(5) Consideration TWO----- Dollars \$ 2.00			
	(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2346 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)			
	New Property Identifiers Additional: See Schedule <input type="checkbox"/>			
	Executions Additional: See Schedule <input type="checkbox"/>			
	(7) This Document Contains: (a)Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			

(8) This Document provides as follows:
See Form 11, By-law No. 6 attached as Schedule

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346
by its solicitors, FINE & DEO

Signature(s) *Mario D. Deo*
Per: Name: Mario D. Deo

Date of Signature
Y M D
2016 09 12

(11) Address for Service c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2

(12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax	
Registration Fee	
Total	

SCHEDULE

Form 11
Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2346 (known as the "Corporation") certifies that:

1. The copy of By-law Number 6, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of September, 2016.

**Toronto Standard Condominium
Corporation No. 2346**

Per: 
Name: BENJAMIN J. MOORE
Title: President
I have authority to bind the Corporation.

Per: 
Name: Vinesh Lala
Title: Secretary
I have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2346**BY-LAW NO. 6****BORROWING BY-LAW**

In accordance with Section 56 of the *Condominium Act, 1998*

WHEREAS Section 56 of the *Condominium Act, 1998* (the "Act") states that a condominium corporation may by by-law borrow money, in order to carry out the objects and duties of the corporation, for expenditures not listed in the corporation's budget for the current fiscal year;

AND WHEREAS Toronto Standard Condominium Corporation No. 2346 (hereinafter referred to as the "Corporation") board of directors (hereinafter the "Board") has determined that it is in the best interests of the Corporation to refinance a loan for the payment of the superintendent's unit which was required to be purchased from the declarant in accordance with Subsections 4.5 and 9.1(n) of the Corporation's declaration;

AND WHEREAS Section 4.2(f) of By-Law No. 1 registered as Instrument Number AT3486332 requires a majority of unit owners to approve, at a meeting of owners duly called for that purpose, any securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the corporation;

AND WHEREAS Section 56 of the *Act* allows the board of directors of a condominium corporation, by resolution, to make, amend or repeal by-laws, not contrary to the *Act* or to the condominium corporation's declaration;

NOW THEREFORE be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1687 (hereinafter referred to as the "Corporation") as follows:

1. This by-law specifically authorizes the Corporation, on a one-time basis only, to borrow the following funds upon the following terms:

i) **Loan: Superintendent Suite**

a. **Borrowing of Money:** The Corporation is authorized to borrow up to the original principal amount of, but in any event no greater than, FIVE HUNDRED, THIRTY-FIVE THOUSAND, EIGHT HUNDRED AND THIRTY-ONE DOLLARS (\$535,831.00) by one or more draws, from the Canadian Imperial Bank of Commerce (the "Lender"), at a variable rate of interest being prime plus 0.25%, compounded monthly, for the purposes set out in subparagraph (ii) hereof (the "Loan").

b. **Amortization Period and Term:** The amortization period of the Loan shall not exceed fifteen (25) years and the term of the Loan shall not exceed five (5) years. At the expiry of term, the board may either negotiate and renew the term of the Loan, or refinance the Loan for the principal amount then outstanding, at the best attainable market interest rates as determined by the Board.

ii) **Purpose:** The funds set out in subparagraphs 1(i)(a) above, shall be obtained in order for the payment of the superintendent's unit which was required to be purchased from the declarant in accordance with Subsections 4.5 and 9.1(n) of the Corporation's declaration.

2. The Board is also authorized to take whatever steps are necessary in order to facilitate the Loan, which shall include, but shall not be limited to, the following:

- i) negotiating progress draws and interest payable thereon, and maintain and satisfy such financial and reporting requirements as required by the Lender throughout the term of the Loan, and any renewal thereof;
- ii) negotiate and determine monthly, bi-weekly or weekly installment amounts, payment date and any other provisions relating to the Loan;
- iii) attend to the execution of all documents relating to the Loan;

- iv) payment of all costs relating to the Loan, including, but not limited to, commitment fees, loan fees, legal fees, and disbursements; and,
 - v) to charge, mortgage, hypothecate, grant a security interest or pledge any and all of the Corporation's real or personal property or assets, including current and future common expense fees, as may be required to facilitate the Loan, including, without restriction, book debts, accounts receivable, assessments of common expenses, special assessments, monies and investments (other than reserve fund money and reserve fund investments) and any other collateral or encumbrances of the Corporation ("Collateral") and to secure any such Collateral or any money borrowed, or other debts, or any obligation or liability of the Corporation by means of a General Security Agreement, or any other form of security as may be deemed appropriate by the Corporation's Board.
3. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.

The forgoing by-law is hereby enacted as By-law No. 6 of Toronto Standard Condominium Corporation No. 2346, said by-law having been passed by the board of directors on the 29th day of February, 2016, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 29th day of August, 2016, with or without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19.

DATED this 7th day of September, 2016.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2346**

Per: 
Name: BENJAMIN T. MOORE
Title: President
I have authority to bind the Corporation.

Per: 
Name: Vinesh Lala
Title: Secretary
I have authority to bind the Corporation.

Office Schedule

AT 3462169

CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

2013 -11- 26 13:44



LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2346

NEW PROPERTY IDENTIFIERS BLOCK 76346

RECENTLY : Part Of Pin 21413-0153 (LT)

DECLARANT : EMPIRE COMMUNITIES (FRONT STREET) LTD.

SOLICITOR : MARK KAROLY

FIRM: HARRIS, SHEAFFER, LLP

Phone : 416-250-3686 Fax : 416-250-5300

No. OF UNITS 914

FEES : 914 units x \$5 = \$4570+\$70 = \$4,640

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 from time to time (all of which are hereinafter collectively referred to as the “Act”), by:

EMPIRE COMMUNITIES (FRONT STREET) LTD.

(hereinafter called the “Declarant”)

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario and being more particularly described in Schedule “A” annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the “Description”) for registration in accordance with the Act and which lands are sometimes referred to as the “Lands” or the “Property”;
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

**ARTICLE I
INTRODUCTORY**

1.1 Definitions

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

- (a) “**Board**” means the Corporation’s Board of Directors;
- (b) “**By-Laws**” means the by-laws of the Corporation enacted from time to time;
- (c) “**Car Share Parking Spaces**” means those portions of the common elements designated as car share parking on Level A of the Condominium, and as more particular described in Section 3.9 herein;
- (d) “**Commercial Units**” means Units 4 to 7 inclusive on Level 1;
- (e) “**Common Elements**” means all the Property, except the Units;
- (f) “**Commercial Parking Units**” means those Parking Units being Units 1 to 8 inclusive, on Level A; Units 1 to 10, inclusive, on Level B;
- (g) “**Commercial Unit Owner’s Individual Servicing System**” means any mechanical or electrical system (including, without restricting the generality of the foregoing, any heating, cooling, air conditioning, refrigeration, plumbing, ecology, environmental air filtration, fire protection, fire alarm, sprinkler, sound insulation, heat insulation or ventilation system) and any signage display, lighting displays and advertising or business identification installations (including any awning, canopies and posters) which exclusively services any one Commercial Unit (or any adjacent Commercial Units owned by the same Owner or any persons affiliated or associated with such Owner) and the installation of which were not paid for by the Condominium but are being paid for and installed at the expense of the Owner of any such Commercial Unit benefiting from such servicing system, display or installation as referred to herein;
- (h) “**Corporation**” means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration;
- (i) “**Disabled Parking Units**” means those Parking Units being Unit 1, Level C and Unit 1, Level D;

- (j) "**Extraordinary Expenses**" means the consumption of any utility, or service that is excessive or extraordinary in relation to the consumption or use by any other unit as determined by the Board acting reasonably;
- (k) "**Guest Suite Unit**" means Unit 15 on Level 2;
- (l) "**Locker Units**" means Units 9 to 46 inclusive on Level A; Units 11 to 77 inclusive on Level B; and Units 76 to 155 inclusive on Level C; and Units 78 to 157 inclusive on Level D;
- (m) "**Owner**" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (n) "**Parking Elevator Unit**" means Unit 8 on Level 1;
- (o) "**Parking Units**" means Units 1 to 8 inclusive, on Level A; Units 1 to 10 inclusive, on Level B; Units 1 to 75 inclusive on Level C; and Units 1 to 77 inclusive on Level D;
- (p) "**Registration Date**" means the date of the registration of the declaration and description creating the Condominium;
- (q) "**Residential Units**" means Units 1 to 3 inclusive on Level 1; Units 1 to 14 inclusive on Level 2; Units 1 to 22 inclusive on Level 3; Units 1 to 21 inclusive on Level 4; Units 1 to 22 inclusive on Level 5; Units 1 to 23 inclusive on Levels 6 to 10 inclusive; Units 1 to 21 inclusive on Levels 11 to 22 inclusive; Units 1 to 7 inclusive on Level 23; Units 1 to 9 inclusive on Level 24;
- (r) "**Rules**" means the Rules passed by the Board;
- (s) "**Sign Units**" means Units 9 to 13 inclusive on Level 1, Units 47 and 48 on Level A and unit 78 on Level B;
- (t) "**Superintendent's Unit**" means the Residential Unit described as Unit 1 on Level 2;
- (u) "**Units**" means collectively, as the context may require, any portions of the Condominium which are designated as units.

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Unit Inclusions/Exclusions

1. RESIDENTIAL UNITS AND GUEST SUITE UNIT

- a) Each Residential Unit and Guest Suite Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit and Guest Suite Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- b) Each Residential Unit and Guest Suite Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide

detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

2. COMMERCIAL UNITS

- a) Each Commercial Unit **shall include** the exterior doors, door frames, windows and window frames, and all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, that provide a service or utility to the Unit only, regardless of whether or not same are located outside the boundaries of the Unit described in Schedule 'C'.
- b) Each Commercial Unit **shall exclude** any load bearing walls and columns, that provides support to another Unit or the Common Element and any pipe, wire, cable, conduit, duct, shaft, sprinkler, fire alarm, security system, carbon monoxide detector, mechanical and electrical apparatus, which are situate within the Unit and which provide a service or utility to another Unit or the Common Element.

3. PARKING UNITS AND LOCKER UNITS

- a) Parking Units 1 to 8 inclusive on Level A and Units 1 to 10 inclusive on Level B **shall include** any additional floor surfacing (membranes and coatings included).
- b) Each Parking Unit and Locker Unit shall exclude, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, 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), excepting Parking Units 1 to 8 inclusive on Level A and Units 1 to 10 inclusive on Level B, which may be located within any Parking Unit and Locker Unit.

4. SIGN UNITS

Each Sign Unit **shall include** all fixtures, appurtenant thereto, including but not limited to, the base on which the Unit rests (if applicable) and any wire cable conduit, duct and electrical equipment which provide a service or utility to the Unit, regardless of whether or not same are located outside the Unit boundaries of the Sign Unit described in Schedule 'C'.

5. PARKING ELEVATOR UNIT

- a) The Parking Elevator Unit **shall include** any exterior door and door frame, the elevator cab the elevator shaft doors and door frames and all appurtenant equipment, louvers and gratings (if applicable), all pipes, wires, cables, conduits, ducts, shafts, mechanical and electrical apparatus, including, but not limited to machinery in the pit, regardless whether or not same are located within the elevator Unit boundaries as described in Schedule 'C'.
- b) The Parking Elevator Unit **shall exclude** any load bearing wall, column, or floor slab that provides support to another Unit or the Common Element and any pipe, wire, cable conduit, duct, shaft, mechanical or electrical apparatus, which are situate within the Unit and provide a service or utility to another Unit or the Common Elements.

1.6 Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto 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 proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be c/o FirstService Residential, 89 Skyway Avenue, Suite 200, Toronto, Ontario M9W 6R4, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Simerra Property Management Inc., 89 Skyway Avenue, Suite 200, Toronto, Ontario M9W 6R4.

The Corporation's municipal addresses are 344, 346, 348, 350 and 352 Front Street West, Toronto, Ontario.

1.8 Approval Authority Requirements

The following condition was imposed by the approval authority to be included in the Declaration:

- (a) Non-disabled owners and/or occupants of a Disabled Parking Unit shall be obligated, upon notification by the Condominium Corporation to, at no cost to the disabled driver, exchange the use of a Disabled Parking Unit with a disabled driver's non-disabled Parking Unit. (Refer to paragraph 4.7(e) for further details).

1.9 Architect/Engineer Certificates

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

ARTICLE II COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by such owner's tenants, and/or their employees, and/or their respective invitees or licensees, or as a result of any breach or non-compliance with any applicable zoning by-laws, or other laws or regulations, or by reason of an extraordinary expense and which is directly attributable to the use made by any owner of a Unit or by such owner's tenants, employees, as aforesaid and/or their respective 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, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

2.5 Extraordinary Expense

In the event the Board, acting reasonably, determines that any Owner of a Commercial Unit is consuming extraordinary utilities, the Board shall have the right to install a separate check or consumption meter appurtenant to or within such Owner's unit to measure all or any part of the utility consumed by such unit or units in order to quantify and measure such Extraordinary Expense, which meter, the Board or its designated agents alone shall read or verify on a regular basis as below described and which such owner shall be obliged to maintain and repair at its sole cost and expense at the discretion and control of the Board.

- (a) Upon such installation being completed such owner shall be solely responsible to pay to the Corporation, the Extraordinary Expense determined or established pursuant to the reading taken by or on behalf of the Corporation of such check or consumption meter appurtenant to its Commercial Unit as aforesaid, without reducing the proportionate share of common expenses that such Owner shall otherwise be liable to pay. Such Owner shall be responsible to reimburse the Corporation for the cost of installation of each such check or consumption meter as well as for its required replacement, maintenance or repair and shall reimburse the Corporation for the cost of removal of such meter which the Board in its discretion desires to remove, including at any point in time when the Extraordinary Expense is no longer being consumed in connection with such Owner's Commercial Unit.
- (b) Each Commercial Unit Owner shall be obliged to pay the Corporation his or her Extraordinary Expense on or before the fifth (5th) day following receipt of an invoice from the Corporation setting out the Extraordinary Expense required to be paid. All such payments pursuant to this provision are deemed to be additional contributions towards the common expenses and recoverable as such.

ARTICLE III COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

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:

- (a) 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;
- (b) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) 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-laws and/or the Rules.

No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on the common elements except for signs marketing or other services by the Declarant and/or its related companies.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-Laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s). Exclusive use patio areas, if any, may only be used as such with the written permission from the applicable governmental authorities.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts;
- (c) Only Owners of Commercial Units shall be entitled to access the commercial corridor to the rear of the Commercial Units and the commercial garbage collection room on level 1 of the Condominium; and
- (d) The Owners of the Commercial Units and their tenants, employees, invitees, customers and licensees (other than an owner or tenant in occupation of a Residential Unit) shall not be entitled to use any part of the Common Elements within the residential component of the Corporation, including, but not limited to amenities, hallways and elevators, save and except those areas of the Common Elements set out in paragraph 4.3 herein.
- (e) This paragraph 3.3 shall not apply to any 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 Corporation or its property manager.

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

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

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

3.5 Permitted Modifications

For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of this Corporation and the Corporation's compliance with any provisions of the Act, and this Declaration, the following acts, (the "**Permitted Modification(s)**") shall not be considered additions, alterations, improvements to, or renovations of the Common Elements of the Corporation, nor a change in its assets:

- (a) any installation, alteration or improvement in a Commercial Unit, which involves a Minor Installation onto the Common Elements, as defined below;
- (b) any alteration, addition, change, improvement or renovation made within any Commercial Unit that a tenant of a commercial/retail unit might ordinarily or reasonably be permitted to make as a leasehold improvement under the terms of a lease, in order to allow such tenant's office or store to function or operate;
- (c) the removal or replacement of any wall situate between Commercial Units or which constitutes part of the unit but which serves to separate Commercial Units from Common Elements (provided the provisions of this Declaration are complied with) or the making of any full or partial enclosure of any unenclosed open area within the unit or any other unenclosed area within the boundary limits of any unit but which is situate beyond the physical limit of any wall, glass panel, door or other physical installation that physically encloses that unit;
- (d) any extension of the boundary or limit of any physical installation physically enclosing a Commercial Unit up to the outer limit of any such unit, or the enclosure of any boundary or side of any unit; or
- (e) the alteration or removal of non-structural or non-load bearing walls or columns, within any Commercial Unit (provided the provisions of this Declaration are at all times complied with).

3.6 Minor Installations onto the Common Elements

- (a) Notwithstanding any provisions of this Declaration or the By-laws or Rules hereafter passed or enacted to the contrary, but subject to the provisions of this section, each owner of a Commercial Unit shall be entitled to install, encroach upon, protrude onto, puncture, pierce, alter or hang equipment from, any part of the Common Elements of the Corporation (hereinafter referred to as a (**"Minor Installation onto the Common Elements"**) for the following purposes:
 - (i) to install, alter, repair, replace or upgrade any Commercial Unit Owner's Individual Servicing System;
 - (ii) to hook onto or connect any Commercial Unit Owner's Individual Servicing System into any of the Condominium's servicing systems, provided such hook up or connection was not provided in the mechanical, electrical, servicing or architectural drawings of the Condominium at the time of registration of this Declaration;
 - (iii) to recover or erect partitions and\or walls located between any two Commercial Units, or which are situate between any such units and any adjacent Common Element areas and to replace, demolish or remove any such partitions and\or walls which are non-load bearing or non-structural walls or partitions;
 - (iv) to alter, replace, demolish or remove non-structural or non-load bearing walls or columns within the Commercial Units and ultimately to reconstruct them;
 - (v) to alter, replace or install any existing or new floor coverings, wall coverings, ceiling coverings, light fixtures, window coverings, store displays and facades, signage, canopies, advertising, and other similar finishing and\or installations so as to assist or facilitate the owners thereof in the operation or conduct of the business, or other activity which is permitted by this Declaration to be carried on within such Commercial Units; or
 - (vi) generally to conduct such improvements, or renovations which the owners of any Commercial Unit and their tenants, agents and employees desire to make or effect to these units, which are necessary or desirable to assist them in, the operation or conduct of any commercial/retail business or other activity which is permitted by this Declaration to be carried on within such Units.

Prior to commencing a Minor Installation onto the Common Elements, the Commercial Unit owner purporting to carry out same must first comply with the applicable requirements herein. Notwithstanding the foregoing, the Declarant shall not be required to comply with the requirements set out hereunder, when making or effecting a Minor Installation onto the Common Elements unless said provisions specifically provide that the Declarant (as opposed to an owner of a Unit) is obliged to do so.

- (b) No Owner shall be entitled to allow any encroachment of any installation or facility onto any part of the adjacent Common Element areas of the Condominium which is situate beyond the limit of the boundaries of any unit where such boundary forms the vertical plane or line of face of any wall systems or any perimeter wall as illustrated on the description plan of the Condominium, or which is situate more than 8 inches beyond any boundary of a unit where such unit boundary forms the line of face of concrete, concrete block, or brick parameter walls or the line of face of columns or pillars, as such boundary is illustrated on the description plan of the Condominium.

(c) **General Requirements for a Minor Installation on to the Common Elements**

Prior to commencing a Minor Installation onto the Common Elements, the following requirements must be satisfied by the owner purporting to carry out same, namely:

- (i) copies of all plans and specifications prepared by a certified architect or engineer must first be delivered to the Board. The aforesaid plans and specifications shall delineate all proposed construction in the Commercial Unit and illustrate in sufficient detail, the manner in which the Common Elements of the Corporation may be affected;
- (ii) the owner, in making the Minor Installation onto the Common Elements, must comply with the provisions of all Rules, regulations and ordinances of any applicable governmental authority;
- (iii) the Board must be satisfied, acting reasonably, that the use made by other unit owners and/or the Corporation of the Commercial Units and Common Elements will not be unduly or unreasonable altered, disturbed or interfered with by such Minor Installation onto the Common Elements and that such construction in the applicable Commercial Unit will not unduly affect the structural or visual integrity of any other unit or of the Common Elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other units or the Common Elements, and if the Board makes such determination, it may require the payment of a cash deposit or the posting of a letter of credit or security satisfactory to it to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) adequate measures must be taken by such unit owner so that any noise, interference or vibration caused to any other owner or to any part of the Condominium arising from the construction or installation activity within the Unit or in any Common Element area of the Condominium is minimized;
- (v) such owner seeking to effect the Minor Installation onto the Common Elements must agree to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims or liabilities which it may incur or suffer as a result of or in connection with such Minor Installation onto the Common Elements and such owner must agree to execute such further assurances as the Board may reasonably require in connection herewith;

on the express understanding that the Declarant, when carrying out a Minor Installation onto the Common Elements, shall only be obliged to comply with the requirements set out in subsection 3.6(c)(i) and (ii) above.

(d) **Additional Requirements for the Installation of a Commercial Unit Owner's Individual Servicing System**

Where a Minor Installation onto the Common Elements also constitutes a Commercial Unit Owner's Individual Servicing System installation, then the following additional requirements must also be satisfied prior to commencing any work on such Commercial Unit Owner's Individual Servicing System installation:

- (i) plans and specifications showing the nature of the installation and showing the altered layout, and interior partitions of the Commercial Unit, and the servicing requirements and outlets for the Commercial Unit must be submitted to the Board for review and approval by the Condominium's designated engineer;
- (ii) the Condominium's designated engineer must be satisfied, in its professional opinion, that the Owner's Individual Servicing System installation will not disrupt the servicing or operation of any of the other Units for their intended purpose; that it will not give rise to the consumption of services or utilities constituting for such Commercial Unit, an Extraordinary Expense, and that it will not lead to or result in the services or utilities supplying that unit and other units

in the Condominium affected by the service installation, to exceed the permitted utility or service tolerance or maximum consumption capacities designated for the units they are designed to serve;

- (iii) the Condominium's engineer must be satisfied that the Commercial Unit Owner's Individual Servicing System installation meets any applicable local utility requirements and the requirements of the Ontario Building Code and Electrical Code (if applicable) and are within the permitted utility or service tolerances (or maximum consumption capacities) designed for the units in question in order to ensure that the Condominium's overall hydro service(s) will not, after such installation, exceed permitted or acceptable levels. If such tolerances or capacities will be exceeded, then such unit owner will be required to satisfy the reasonable requirements imposed by the Condominium's professional engineer as a result;
- (iv) the contractor performing such Owner's Individual Servicing System installation must be approved by the Condominium's engineer, acting reasonably;
- (v) adequate liability insurance naming the Condominium as a named insured must be procured (with a certified copy delivered to the Board) by the unit owner, with such provisions to be contained therein as the Condominium or its designated insurer deems adequate to protect it from liability for loss and\or damage to persons and\or property occasioned from the installation and operation of such service installation;
- (vi) if a Commercial Unit Owner's Individual Servicing System installation consists of any advertising or business identification installations including any sign, display, poster, awning or canopy, then the installation must be compatible with the visual integrity of the rest of the Condominium as determined by the Board, acting reasonably and the restrictions with respect to signs provided elsewhere in this Declaration; and
- (vii) any and all fees and costs incurred by the Condominium with respect to any of the foregoing matters (including without limitation the fees and cost of the Condominium's designated engineer), shall be paid for in advance, by the unit owner carrying out the Commercial Unit Owner's Individual Servicing System installation;

on the express understanding that the Declarant shall not be obliged to comply with any of the foregoing requirements when affecting a Commercial Unit Owner's Individual Servicing System installation.

- (e) In addition to the foregoing requirements set out above, the Board shall be entitled to impose additional reasonable requirements upon a unit owner desiring to carry out a Minor Installation onto the Common Elements, on the express understanding however, that any additional requirements will not apply to the Declarant and must not be so onerous or prohibitive so as to constitute a prohibition of such activity.

3.7 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 or a subsidiary body corporate, holding body corporate or affiliated body corporate of 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 Units in the Corporation or any other condominiums hereinafter marketed by the Declarant or any of its subsidiaries or affiliates, from time to time;
- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of 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 suite and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units and within and at such other 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;

- (c) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant shall not be required to obtain the Board's consent for the erection of any signage or for making any modifications to the Commercial Units or the Common Elements adjacent to or in the vicinity of the Commercial Units (including, without limitation, changes to the colour of exterior glass, windows, doors or screens) provided only that all such work is carried out in accordance with the requirements of all governmental authorities with jurisdiction over the Property; and
- (d) 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 or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees in and to the Common Elements of the Corporation

until one year after the date that all Residential Units and Commercial Units in the Corporation or in any other condominiums hereinafter marketed by the Declarant or any of its subsidiaries or affiliates have been transferred by the Declarant or the relevant subsidiary or affiliate.

3.8 Pets

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

3.9 Car Share Parking Spaces

- (a) The Car Share Parking Spaces in the Condominium shall form part of the common elements and shall be used for the purpose of providing car sharing services to all of the members of a commercial car share program. The Car Share Parking Spaces may not be leased or sold to any person, including Owners or otherwise assigned or used as exclusive use common elements, provided, however, the Car Share Parking Spaces may be leased to a commercial operator of a "Car Share Program" for the purpose of parking vehicles used in connection therewith.
- (b) The Corporation shall allow customers of the commercial car share program operating from the property from time to time to be permitted access to the Property to access the car share vehicles therein.
- (c) In the event that the Car Share Parking Spaces are not utilized for the purpose of providing car share services, the Car Share Parking Spaces may be used as visitor parking only by service vehicles and for no other purpose.

ARTICLE IV 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 an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws,

and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums 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;

- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-Laws, and all agreements authorized by By-law and the Rules;
- (c) 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 building, 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 when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property, nor shall clothes or other laundry be hung anywhere on the Property; and
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to any such other antenna, aerial or satellite dish, which consent may be arbitrarily withheld.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining offices, displays and signs for marketing/sales/leasing/customer service purposes upon the Common Elements, and within or outside any Unit to which the Declarant still holds title, until one year following the date that all Units in the Corporation (or in any other condominium marketed by the Declarant or any of its subsidiaries or affiliates from the Property) have been conveyed by the Declarant, or its related companies;
- (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 Unit, except for signs marketing condominiums by the Declarant and/or its related companies;
- (c) No animal, livestock or fowl of any kind other than two (2) pets per Unit, defined as being a dog; or a cat; or caged canaries, budgies or other small domestic birds; or two (2) small caged animals usually considered to be a pet shall be kept or allowed in any Unit. No pet, which is deemed by the Board or 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 pet, permanently remove such pet from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole discretion to be a nuisance or a danger to residents of the Corporation, shall be permitted in any Residential Unit. No breeding of animals for sale shall be carried on, in or around any Unit;
- (d) 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 or the common elements 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 or her 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, odour or offensive action, 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, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis;

- (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 or her Unit 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;
- (f) (i) For the purpose of this subparagraph, "**Vertical/Horizontal Party Wall**" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement 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 work:
 - (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
 - (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.

Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.

All work performed under subparagraph (i) above will be carried out in accordance with:

- (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
- (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
- (c) the drawings, specifications and data lodged with the Board.

Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the

Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all rights and obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Corporation, shall remain unchanged.

4.3 Commercial Units

- (a) The Commercial Units shall be occupied and used only in accordance with and as permitted by the by-laws of the City of Toronto and as permitted by any restriction registered on title thereto from time to time and for no other purposes. Hours of operation of the Commercial Units shall be at the discretion of the Owners of Commercial Units. Restaurants of any kind are permitted within the Commercial Units provided that all venting required by the applicable governmental authorities, if any, is provided. There shall be no restrictions on the right of any Owner of a Commercial Unit from leasing a Commercial Unit or restrictions on any tenant of a Commercial Unit from subleasing its interest in a Commercial Unit to another tenant or subtenant.
- (b) No change shall be made in the colour of any exterior glass, window, door or screen of any Commercial Unit except with the prior written consent of the Board.
- (c) The Owners of the Commercial Units shall be responsible at their own expense for the cleaning of the interior of their Commercial Unit and each owner of a Commercial Unit shall also, unless otherwise provided by the Corporation, be responsible at their own expense for cleaning the area of the Common Elements and Exclusive Use Common Elements directly adjacent to and in front of the Commercial Unit and keeping such area tidy on a daily basis.
- (d) The Owners of Commercial Units shall comply and shall require all tenants, employees, invitees, licensees and visitors of the Commercial Units to comply with the Act, this Declaration, the By-laws and the Rules.
- (e) The Owners of the Commercial Units and their tenants, employees, invitees, customers and licensees (other than an owner or tenant in occupation of a Residential Unit) shall not be entitled to use any part of the Common Elements within the residential component of the Corporation, including, but not limited to the amenities, hallways and elevators, save and except those areas of the Common Elements as follows (to which access shall not be denied or restricted by the Corporation):
 - (i) those portions of the outdoor ground floor areas and such part of the indoor areas of the Common Elements which provide access to and egress from the Commercial Units (including the Retail Corridor in the vicinity of the Commercial Units) and specifically, the owners of the Commercial Units and their tenants, employees, invitees, customers and licensees and their duly authorized and designated employees or agents;
 - (ii) those portions of the Common Elements used for ingress to and egress from the Commercial Units and for shipping, receiving and waste disposal or as a loading platform for the Commercial Units including;
 - (iii) those parts of the Common Elements which are necessary or incidental to the use and enjoyment of the Commercial Units or any part or parts thereof, or over which any servicing systems run or operate or over those parts of the Common Elements which are required to gain access to such services or servicing systems in order to permit the Commercial Units or any part or parts thereof to function in accordance with their permitted use or those parts of the Common Elements as are necessary to allow the Owners of the Commercial Units to maintain and repair the Commercial Units in accordance with the provisions of this Declaration; and
 - (iv) the central mail pick up area of the Condominium (unless mail is delivered directly to the Commercial Units).
- (f) It shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units pursuant to Section 58 of the Act, to ensure that any Rules respecting the Commercial Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Commercial Units as set forth herein.

(g) The Owner of a Commercial Unit and any persons occupying the whole or any part of a Commercial Unit with any Owner's consent shall be entitled to erect, remove, replace or alter any internal walls or partitions within such Commercial Unit and to make any structural change or alteration in or to such Commercial Unit or make any change to an installation upon the Common Elements or to encroach upon and alter the Common Elements and, if required have reasonable access to any other Commercial Unit or the Common Elements without the consent of the Board, for the following purposes:

- (v) to affix, place or install any signs within the exclusive use signage area appurtenant to the Commercial Unit, advertising the trade or business being conducted within a Commercial Unit, or any part or parts thereof, in accordance with the restrictions set forth in subparagraph (h) immediately below, provided the other applicable terms and conditions as set forth in this Declaration are complied with;
- (vi) to install, alter, repair or replace any servicing system which services or is intended to service exclusively a Commercial Unit or any part thereof, such servicing system to include any air-conditioning system, heating system, ecology or environmental system, air venting or air filtration system, a fire alarm or fire protection system, a sound installation or heat installation system, a sprinkler or a loading system, sanitary, storm, water and electrical services;
- (vii) to remove, replace, install and relocate any glass window or any doors leading into a Commercial Unit provided that in doing so, no change shall be made to any structural component of the Condominium;
- (viii) to allow the alteration, removal of non-structural or non-load bearing walls or columns within a Commercial Unit; and
- (ix) to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations and generally to construct such improvements or renovations to a Commercial Unit or any part thereof in the nature of leasehold improvements which the owner of a Commercial Unit or his tenants, subtenants, licensees desire to make or effect to the Commercial Unit and/or leasehold premises as to assist them in the operation or conduct of the business being carried on therein.

Provided that in doing any of the foregoing:

- (x) the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit is not unduly disturbed or interfered with or interrupted and is not damaged.
 - (xi) prior to performing such work, the owner (save and except for the Declarant, its tenants, subtenants, or licensees) shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work; together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer carrying on business in the Province of Ontario, certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements and the Units will not be impaired and such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units;
 - (xii) all such work performed by the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and with the drawings and specifications lodged with the board as set out in subparagraph (vii) above; and
 - (xiii) that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Unit Owners, or caused to pedestrian access to and egress from the Commercial Units or any part thereof and arising from such work is minimized to a reasonable extent.
- (h) Subject to obtaining the Declarant's prior written consent and approval until such time that all of the Residential Units and the Commercial Units in the Condominium have been conveyed by the Declarant and thereafter, subject to obtaining the prior written consent and approval of the Board, the Owners of Commercial Units or any persons occupying the whole or any part of the Commercial Units with an Owner's consent shall

be entitled to inscribe, paint, affix or display on the exclusive use signage area appurtenant to the Commercial Unit, such signs or sign boxes, including facing and backlights as are of a size and type as permitted by the municipal by-laws and municipal agreements applicable to the Property.

- (i) If an Owner (other than the Declarant) shall do or permit anything to be done or to bring or keep anything upon or in the Commercial Units so as to result in an increase in the premium rate of any policy or insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such Owner shall pay to the Corporation with his next monthly contribution towards common expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this section are deemed to be additional contributions towards common expenses and are recoverable as such.
- (j) No Commercial 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.
- (k) No pets or animals of any kind shall be permitted in or about the Commercial Units other than a Seeing Eye Dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged.
- (l)
 - (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Commercial Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Unit are not load-bearing walls or columns, and contain no service conduits that service any other Commercial Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement 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 work:
 - 1. erect, remove or alter any internal walls or partitions within his or her Commercial Unit; or
 - 2. where he/she is the Owner of two (2) or more adjoining Commercial Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Unit and such adjoining Commercial Unit, or any soundproofing or insulating material on his or her Unit side of such Vertical/Horizontal Party Wall.
 - 3. Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board a building permit as well as the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
 - (ii) All work performed under subparagraph (i) above will be carried out in accordance with:
 - 1. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - 2. the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - 3. the drawings, specifications and data lodged with the Board.
 - (iii) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further

certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

- (iv) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Units thereto shall still constitute two separate Commercial Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

4.4 Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the owners and tenants of the Residential Units. Use of the Guest Suite Unit will be provided for a service/cleaning charge, which will be paid in advance for each night of occupancy thereof, in accordance with the rules and regulations passed by the Board from time to time in connection therewith. The use of Guest Suite Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

The Corporation shall purchase the Guest Suite Unit from the Declarant for a purchase price of Two Hundred and Sixty Thousand (\$260,000.00) dollars inclusive of HST. Land Transfer Tax and registration fees charged in connection with the purchase of the Guest Suite Unit will be paid by the Corporation in addition to the purchase price as provided for in the Budget. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the “**Guest Suite Mortgage**”) for the full purchase price. The Guest Suite Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Bond Yield for ten year bonds in effect on the Registration Date, calculated semi-annually, not in advance. The Guest Suite Mortgage shall have a term of eleven (11) years commencing on the Registration Date. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of twenty-five (25) years and shall be payable commencing on the thirteenth month following the Registration Date.

The transfer of the Guest Suite Unit and the giving of the Guest Suite Mortgage shall take place within thirty (30) days following the Registration Date.

4.5 Units to be Purchased by the Corporation

The Corporation shall purchase the Superintendent's Unit, Locker Unit 112 on Level C, Parking Unit 2 on Level C and Parking Unit 2 on Level D from the Declarant for an aggregate purchase price of Five Hundred and Forty-Four-Thousand, Nine Hundred and Twenty (\$544,920.00) Dollars, inclusive of HST. Land Transfer Tax and registration fees charged in connection with the purchase of the Superintendent's Unit, one Locker Unit and two Parking Units will be paid by the Corporation in addition to the purchase price. The Superintendent's Unit as well as one Parking Unit and one Locker Unit shall be utilized by a superintendent and/or superintendent couple to provide service to the Condominium. The other Parking Unit purchased hereunder shall be for the use of the Condominium's property manager. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the “**Superintendent's Mortgage**”) for the full purchase price. The Superintendent's Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Bond Yield for ten year bonds in effect on the Registration Date, calculated semi-annually, not in advance. The Superintendent's Mortgage shall have a term of eleven (11) years commencing on the Registration Date. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of twenty-five (25) years and shall be payable commencing on the thirteenth month following the date of the registration of the Condominium.

The transfer of the Units described in this section 4.5 and the giving of the Superintendent's Mortgage shall take place within ninety (90) days following the Registration Date.

4.6 Locker Units

- (a) Each Locker Unit may only be used for the storage of non-combustible materials which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements.
- (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 Locker Units which right shall continue until such time as all the Residential Units and Locker Units in this Corporation have been transferred.
- (c) Any or all of the Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in the Corporation. Locker Units may be leased to tenants in actual occupation of Residential Units in this Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Locker Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.7 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in the parking structure within the Property. The Owners of Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until two years following such time as all the Residential Units and Commercial Units in the Corporation have been transferred or until the Declarant and any of its subsidiaries or affiliates no longer is selling condominium units in other condominium projects from the Property.
- (c) Subject to the requirements of any applicable governing authority, any or all of the Parking Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, the Corporation or to any Owner of a Residential Unit in the Corporation. Parking Units may only be leased to tenants in actual occupation of Residential Units in the Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (d) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Toronto and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (e) The Disabled 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*, R.S.O. 1990, c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not a Disabled Parking Unit, the owner or any person occupying the Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased or leased 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 the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled 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 a disabled driver.
- (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.
- (f) Notwithstanding any other provision of this Declaration and notwithstanding any by-law or rule of the Corporation to the contrary, the following provisions shall apply to the Commercial Parking Units:
 - (i) The Commercial Parking Units may be used as a commercial parking facility that is available for use on a pay for use basis by visitors to the Condominium as well as by any member of the general public;
 - (ii) The Owner of the Commercial Parking Units may install within the Commercial Parking Units, pay and display machines, gate arms or any other types of equipment normally found in commercial parking garages. The Owner of the Commercial Parking Units may also affix or install signage of any type (including, without limitation, temporarily placed mobile signs, pylon signs and lit signs) within the Commercial Parking Units as well as within any of the Common Elements on Levels 1, A and B of the Condominium. Such signage may include both directional signage and signage used for advertising purposes. The right to install such signage includes the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements of the Condominium (and to connect same to the building's power supply) provided that hydro-electric service utilized or consumed by the signs are separately metered or check metered in the same manner as Sign Units as provided for in paragraph 4.8 hereof;
 - (iii) There shall be no restriction on who may own and/or operate the commercial parking facility within the Commercial Parking Units;
 - (iv) The Corporation shall not make any Rule, pass any By-Law or take any other action to prohibit or restrict access by the general public through Common Element stairwells or ramps necessary to access the Commercial Parking Units;
 - (v) The rates charged for parking in the Commercial Parking Units may be set by the Owner or operator of the Commercial Parking Units in its sole and absolute discretion. The Owner or operator of the Commercial Parking Units shall be entitled to enforce payment of the parking rates set by it from time to time in the same manner as any operator of a commercial parking facility;
 - (vi) Notwithstanding the fact that the Commercial Parking Units within the commercial parking facility may be used more frequently than other portions of the underground garage, the Condominium shall not charge the Owner of such units any additional amounts for such use or for additional security or cleaning charges over and above the common expenses otherwise payable by such Owner pursuant to the other provisions of this Declaration;
 - (vii) The Owner of the Commercial Parking Units shall have access to the Garbage/Recycle Room on Level A and shall be entitled to place garbage picked up on Levels A and B in the Garbage/Recycle Room for pick up with other garbage generated by the Residential Units in the Condominium; and
 - (viii) The Owner of the Commercial Parking Garage shall maintain public liability insurance as would a prudent owner of a commercial parking facility with the Corporation being a named insured under such policy. Such Owner shall provide evidence of such insurance upon request by the Corporation but no more frequently than once every twelve months.

4.8 Sign Units

The Sign Units shall be used and occupied by the Owner of such unit for the purposes of installing an illuminated sign of size, shape and display as determined by the Owner of the Unit provided however, that any such use must be permitted by, and in conformity with, the provisions of all applicable zoning and building by-laws and regulations of any municipal or other

governmental authority or agency having jurisdiction. Notwithstanding anything contained herein, or in any By-laws or Rules hereafter passed or enacted to the contrary, the Owner(s) of the Sign Units (together with such Owner's respective workmen, servants or agents) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Elements, including exclusive use Common Elements, required to obtain full and complete access to the said Sign Units, together with the right to install, within the boundaries of such unit and/or within the Common Elements, all such cables and other equipment as may be necessary or desirable for the effective use and maintenance of such Sign Units, as well as the right to install all such wires, cables, equipment and appurtenances thereto through the Common Elements of the Condominium (and to connect same to the building's power supply).

Hydro electric service utilized or consumed by the Sign Units shall be separately metered and billed directly by the utility, or check metered by the Corporation and read on a monthly basis, and the Corporation shall submit an invoice with respect to the hydro-electric service so utilized or consumed, to the Owner of the Sign Units (or to such other party or parties as the said owner may direct the Corporation), who shall be responsible for all such usage. The Corporation shall be solely responsible for the maintenance and repair of the said check meter.

4.9 Parking Elevator Unit

The Parking Elevator Unit shall be owned from time to time by the Owner of the Commercial Parking Unit and shall be used as an elevator and lobby to provide pedestrian access and egress to and from the Commercial Parking Units on Levels A and B of the Condominium. The Owner of the Parking Elevator Unit shall be permitted to install directional signage or advertising signage in any portion of the Parking Elevator Unit.

4.10 Leasing of Units

- (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; 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) Any 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.
- (e) The term of any lease of a Parking Unit shall terminate immediately upon the tenant ceasing to occupy a Residential Unit in the Condominium or be employed within a Commercial Unit in the Condominium. The term of any lease of a Locker Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Condominium.
- (f) No Owner shall be permitted to lease a Residential Unit in the Condominium for periods of less than one (1) month.
- (g) The provisions of this section 4.10 shall not apply to the Commercial Parking Units.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. 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 his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her 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 or her Unit and which are accessible by the terrace, balcony or patio; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - (iii) and repair the interior and exterior surface of all windows and doors in his or her Commercial Unit;
 - (iv) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his or her Unit only;
 - (v) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and services the Unit;
 - (vi) his/her Parking Unit and/or Locker Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Units and/or Locker Units; and
 - (vii) the terrace, balcony and/or patio to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use terrace, balcony or patio) in a clean and sightly condition.
- (b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each 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 the 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 make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner 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 sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money 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.
- (d) Without derogating from the Corporation's obligation to maintain, repair and/or replace the Common Elements including the Common Elements on Levels A and B, the Owner of the Commercial Parking Units shall have the right, but not the obligation to maintain, repair and/or replace any of the Common Element areas on Levels A and B of the Condominium at its own expense. If it chooses to do any such work, the following shall apply:
- (i) it shall notify the Corporation of its intention to do so no less than 15 days prior to the commencement of such work.
 - (ii) if building permits or other approvals are required, the Owner of the Commercial Parking Units shall be required to obtain such approvals and provide evidence of such approvals to the Corporation and the Corporation shall co-operate with the Owner of the Commercial Parking Units and will execute any authorizations or applications necessary to allow such Owner to apply for and/or obtain such permits or approvals;

- (iii) all work shall be carried out as would a prudent owner of a similar property and shall be done in a manner consistent with the original construction of the Condominium;
- (iv) the Owner shall have access to any portion of the Common Elements necessary to carry out such work; and
- (v) to facilitate any such work, the Owner shall be entitled to temporarily re-route the access driveway through the Common Elements on Levels A and B.

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 his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, 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

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any common element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) The Corporation shall maintain and repair the Parking Units, the Locker Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, (including the metal canopies designated as an exclusive use common element to the Commercial Units) and except to the extent that the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.
- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner of a Residential Unit shall be responsible for the maintenance of all interior door and window surfaces within his or her Unit.
- (d) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

ARTICLE VI INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements 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 to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) **"All Risk" Insurance**

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through 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) **Policy Provisions**

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if any) and shall contain the following provisions:

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

(c) **Public Liability Insurance**

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) **Boiler, Machinery and Pressure Vessel Insurance**

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 to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of 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 who has notified the Corporation of its interest in any Unit. Renewal Certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 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 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 of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or 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; and
 - (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 or 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;
- (iii) business interruption insurance, if an Owner of a Commercial Unit is unable to continue business as a result of one of the hazards protected against under the Corporation's policy.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

ARTICLE VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1** The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement costs 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 the Act, this Declaration, and any amendments thereto;
 - (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.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its 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 By-law 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.

- 8.2** In the event that the Corporation enters into an agreement with an Insurance Trustee and:
- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset 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 or replace, and if 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 interests 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 Certificate 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:
 - (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or

- (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent 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 as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and 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 IX DUTIES OF THE CORPORATION

- 9.1** In addition to any other duties or obligations of the Corporation set out in the Act, elsewhere in this Declaration and/or specified in the By-Laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To comply (and insofar as possible compelling the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-Laws of this Corporation;
- (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and/or complete the Condominium;
- (c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the ability of the Declarant and/or its subsidiaries and affiliates to utilize portions of the Common Elements for its marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration;
- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the Corporation and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;
- (e) To execute forthwith upon the request of the Declarant following the transfer of title to those Units (or an undivided interest therein) as provided for in this Declaration, including, the Guest Suite Unit and the Superintendent's Unit, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the units so transferred to the Corporation (as same relate to the Corporation and for which the Declarant was responsible for prior to the registration of this Declaration);
- (f) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the said easements on title;
- (g) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, Section 37 or similar agreements including, without limitation, obtaining whatever insurance is required by the terms of such agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities). Without limiting the generality of the foregoing, the Corporation shall: (i) maintain insurance as required by the provisions of the Section 37 Agreement; (ii) comply with all requests of the City of Toronto to grant a vehicular easement over the surface driveway on the Property to connect such driveway with lands to the north of the Lands; and (iii) comply with all requests of the City of Toronto to remove the temporary fencing and concrete curb within the lands subject to the easement in favour of the City of Toronto registered as Instrument No. AT3406443. The Corporation shall also execute an agreement formally agreeing to be bound by the provisions of the Section 37 Agreement with the City of Toronto registered on title to the Lands on October 22, 2009 as Instrument No. AT2209572 and the Site Plan Agreement with the City of Toronto registered on title to the Lands on September 1, 2010 as Instrument No. AT2494924;
- (h) To enter into an assignment and assumption agreement with the Declarant wherein the Corporation will agree to abide by and comply with the terms and provisions of the

Development Agreement between the Declarant and City Front Development Inc., the owner of the lands to the west and to the north of the Condominium which agreement was registered on title to the Lands on November 23, 2010 as Instrument No. AT2558015;

- (i) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, c. P.28, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the “**Performance Audit**”), then the Corporation shall have a duty to:
 - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the “**Performance Auditor**”) while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);
 for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the completion of the Performance Audit and the concomitant submission of the Performance Auditor’s report to the Board and/or the Tarion Warranty Program pursuant to section 44(9) of the Act;
- (j) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation’s lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses;
- (k) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the Units and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Property and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;
- (l) To accept and register within thirty (30) days of being requested by the Declarant, a transfer/deed of land of any Parking Units or Locker Units not sold by the Declarant;
- (m) To take all actions reasonably necessary as may be required to fulfill any of the Corporation’s duties and obligations pursuant to this Declaration;
- (n) to accept and register the transfer/deed from the Declarant of the Guest Suite Unit and Superintendent’s Unit, to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, and to complete, execute and register the mortgage of the Guest Suite Unit and the Superintendent’s Unit, all without cost to the Declarant; and
- (o) To assume any leases, licences or other similar agreements entered into by the Declarant for or on behalf of the Condominium (including with limitation, an equipment lease with the supplier of the Trisorter Recycling System and associated equipment).

ARTICLE X
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, the 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 time(s) to facilitate window washing. Owners are advised that window washing anchors and/or davit arms may be located within exclusive use Common Elements. Owners shall not tamper with any window washing anchors or davit arms, nor obstruct or impede access to the window washing anchors or davit arms located within exclusive use Common Elements.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act 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 his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Units), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's Residential Unit without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (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 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.

10.3 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.

10.4 Interpretation of Declaration

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

10.5 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.

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

DATED at Toronto, this 20th day of November, 2013.

EMPIRE COMMUNITIES (FRONT STREET) LTD.

Per: 
Name: Daniel Guizzetti
Title: President

I have authority to bind the Corporation

SCHEDULE "A"

In the City of Toronto and Province of Ontario, being composed of all of Lot 11, all of the One Foot Reserve and part of Lot 10, Registered Plan D-167, part of Lots 4 and 5, Registered Plan 310, part of Block B, Registered Plan 526E and part of Lots 4 and 5, Section O, Military Reserve Plan, designated as PARTS 2, 3, 4, 5 and 6, Plan 66R-27070, (hereinafter referred to as the "**Condominium Lands**")

The Northerly limit of Front Street West being confirmed by Boundaries Act Plan BA1247, Instrument CT293797.

SUBJECT TO an easement over the Condominium Lands in favour of Rogers Cable Communications Inc. for the purposes as set out in Instrument AT2133715.

SUBJECT TO an easement in gross over part of Lots 10 and 11, part of the One Foot Reserve, Registered Plan D-167, part of Lots 4 and 5, Registered Plan 310, part of Block B, Registered Plan 526E and part of Lots 4 and 5, Section O, Military Reserve Plan designated as PARTS 4 and 5, Plan 66R-27070 in favour of the City of Toronto for the purposes as set out in Instrument AT3406443.

Being Part of P.I.N. 21413-0153(LT).

RESERVING rights in the nature of easements in favour of the owners, their successors and assigns of part of Lot 10, Registered Plan D-167, part of Block B, Registered Plan 526E, part of Lots 4 and 5, Registered Plan 310 and part of Lots 4 and 5, Section O, Military Reserve Plan, designated as PARTS 1 and 7, Plan 66R-27070 (hereinafter referred to as the "**Adjacent Lands**"), which said rights in the nature of easements are as follows:

- a) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situated within the Common Elements of this Condominium and are necessary for the support of the Adjacent Lands; and
- b) a temporary right-of-way or right in the nature of an easement in and through the Common Elements exterior to the building of this Condominium, for the purposes of providing passage for an overhead crane swing in conjunction with the construction of one or more buildings on lands in the vicinity of the Condominium Lands including the Adjacent Lands.

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

Harris, Sheaffer, LLP.
duly authorized representatives for
EMPIRE COMMUNITIES (FRONT STREET) LTD.

November 25, 2013

Dated

Per: 
Mark Karoly

SCHEDULE "B"**CONSENT**

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

1. CANADIAN MORTGAGE SERVICING CORPORATION has a registered mortgages within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Numbers AT2458628 and AT3272154 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. CANADIAN MORTGAGE SERVICING CORPORATION consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. CANADIAN MORTGAGE SERVICING CORPORATION postpones the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
4. CANADIAN MORTGAGE SERVICING CORPORATION is entitled by law to grant this consent and postponement.

DATED this 25 day of November, 2013.

CANADIAN MORTGAGE SERVICING CORPORATION

Per: 
Name: ROBERT GOODALL
Title: PRESIDENT

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "B"**CONSENT**

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

1. CANADIAN IMPERIAL BANK OF COMMERCE has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number AT2500499 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. CANADIAN IMPERIAL BANK OF COMMERCE consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. CANADIAN IMPERIAL BANK OF COMMERCE postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. CANADIAN IMPERIAL BANK OF COMMERCE is entitled by law to grant this consent and postponement.

DATED this 5 day of November, 2013.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name: _____
Title: _____

LINDA KAM
Senior Risk Analyst

Per: _____
Name: _____
Title: _____

Ann Marie Merrick
Asst. General Manager

I/We have the authority to bind the Corporation.

SCHEDULE "B"**CONSENT**

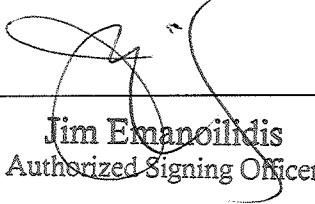
(under clause 7(2)(b) of the Condominium Act, 1998)

1. AVIVA INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number AT2150382 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. AVIVA INSURANCE COMPANY OF CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. AVIVA INSURANCE COMPANY OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. AVIVA INSURANCE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 6th day of November, 2013.

AVIVA INSURANCE COMPANY OF CANADA

Per: _____
Name: _____
Title: _____


Jim Emanoilidis
Authorized Signing Officer

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Commercial Unit, Parking Elevator Unit, Parking Unit, Locker Unit and Sign Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 6 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 6 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 3 inclusive on Level 1, Units 1 to 14 inclusive on Level 2, Units 1 to 22 inclusive on Level 3, Units 1 to 21 inclusive on Level 4, Units 1 to 22 inclusive on Level 5, Units 1 to 23 inclusive on Levels 6 to 10 inclusive, Units 1 to 21 inclusive on Levels 11 to 22 inclusive, Units 1 to 7 inclusive on Level 23 and Units 1 to 9 inclusive on Level 24).

2. BOUNDARIES OF THE GUEST SUITE UNIT

(being Unit 15 on Level 2).

- a) Each Residential and Guest Suite Unit shall be 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.
- b) Each Residential and Guest Suite Unit shall be bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating one Unit from another Unit or from the Common Element.
 - 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 all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE COMMERCIAL UNITS

(being Units 4 to 7 inclusive on Level 1).

- a) Each Commercial 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.
- b) Each Commercial Unit is bounded horizontally by one or a combination of the following:
 - i) the exterior surfaces and planes of exterior doors and door frames, windows and window frames, said doors and windows being in a closed position and the exterior surfaces of all glass panels contained therein.
 - ii) the backside surface and plane of the drywall sheathing and production on walls separating one Unit from another Unit or from the Common Element.

C-2

- iii) the unit side surface and plane of the concrete or concrete block walls and production.
- iv) the plane established by the centre line of columns and/or the production thereof.
- v) the vertical plane established by the centre line of the demising wall separating one Unit from another such Unit.

4. BOUNDARIES OF THE PARKING ELEVATOR UNIT

(being Unit 8 on Level 1).

- a) The Parking Elevator Unit 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.
- b) The Parking Elevator Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element.
 - ii) the exterior surfaces and planes of all exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the exterior surfaces of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - vi) the unit side surface and plane of the concrete or concrete block wall and production.
 - v) the vertical plane established by measurement.

5. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 8 inclusive on Level A, 1 to 10 inclusive on Level B, Units 1 to 75 inclusive on Level C and Units 1 to 77 inclusive on Level D).

- a) Each Parking is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the plane measured 2.00 metres perpendicularly above and parallel to the concrete floor slab.
 - iii) the lower surface and plane of the concrete ceiling slab and production, for Units 1 to 8 inclusive on Level A and Units 1 to 10 inclusive on Level B.
- c) Each Parking is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by the line and face of the concrete columns and/or the walls and production.
 - ii) the vertical plane established by the centre line of columns and/or production thereof.

- iii) the vertical plane established by measurement and perpendicular to the concrete wall.
- iv) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and/or production thereof.
- v) the vertical plan established by the centre line of columns and/or the production thereof.
- vi) the vertical plane established by measurement.
- vii) the unit side surface and plane of the concrete or concrete block wall and/or production thereof.

6. BOUNDARIES OF THE LOCKER UNITS

(being Units 9 to 46 inclusive on Level A, Units 11 to 77 inclusive on Level B, Units 76 to 155 inclusive on Level C and Units 78 to 157 inclusive on Level D).

- a) Each 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 and production.
- b) Each Locker unit is bounded horizontally by one or a combination of the following:
 - i) the unit side surface and plane of the steel wire mesh and frame and production.
 - ii) the unit side surface and plane of the concrete or concrete block walls and production.
 - iii) the backside surface and plane of the drywall sheathing and production, where applicable.

7. BOUNDARIES OF THE SIGN UNITS

(being Units 9 to 13 inclusive on Level 1, Units 47 and 48 on Level A and Unit 78 on Level B).

- a) Each Sign Unit is bounded vertically by one or a combination of the following:
 - i) the horizontal plane established by measurement.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
 - iii) the upper surface and plane of the concrete floor slab/ sidewalk and/or production.
 - iv) there is no upper limit, for Units 10, 11 and 12 on Level 1.
- b) Each Sign Unit is bounded horizontally by one or a combination of the following:
 - i) the unit side surface and plane established by the exterior face of the concrete wall/column and/or the production thereof.
 - ii) the vertical plane established by measurement.
 - iii) the vertical plane established by measurement and perpendicular to the concrete wall/column.

C4

- iv) the vertical plane established by the face of the concrete curb and/or production thereof.
- v) the property limit.
- vi) the unit side surface and plane of the concrete wall and production.
- vii) the vertical plane established by the line and face of the concrete column(s) and production.

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 6 inclusive of the Description.

November 18, 2013
Dated



D. Miret
Ontario Land Surveyor

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

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
COMMERCIAL PARKING UNIT	A 1	1	0.07718	0.07718
COMMERCIAL PARKING UNIT	A 2	2	0.18010	0.18010
COMMERCIAL PARKING UNIT	A 3	3	0.15437	0.15437
COMMERCIAL PARKING UNIT	A 4	4	0.10291	0.10291
COMMERCIAL PARKING UNIT	A 5	5	0.38592	0.38592
COMMERCIAL PARKING UNIT	A 6	6	0.36019	0.36019
COMMERCIAL PARKING UNIT	A 7	7	0.05146	0.05146
COMMERCIAL PARKING UNIT	A 8	8	0.33447	0.33447
LOCKER UNIT	A 9	9	0.00643	0.00643
LOCKER UNIT	A 10	10	0.00643	0.00643
LOCKER UNIT	A 11	11	0.00643	0.00643
LOCKER UNIT	A 12	12	0.00643	0.00643
LOCKER UNIT	A 13	13	0.00643	0.00643
LOCKER UNIT	A 14	14	0.00643	0.00643
LOCKER UNIT	A 15	15	0.00643	0.00643
LOCKER UNIT	A 16	16	0.00643	0.00643
LOCKER UNIT	A 17	17	0.00643	0.00643
LOCKER UNIT	A 18	18	0.00643	0.00643
LOCKER UNIT	A 19	19	0.00643	0.00643
LOCKER UNIT	A 20	20	0.00643	0.00643
LOCKER UNIT	A 21	21	0.00643	0.00643
LOCKER UNIT	A 22	22	0.00643	0.00643
LOCKER UNIT	A 23	23	0.00643	0.00643
LOCKER UNIT	A 24	24	0.00643	0.00643
LOCKER UNIT	A 25	25	0.00643	0.00643
LOCKER UNIT	A 26	26	0.00643	0.00643
LOCKER UNIT	A 27	27	0.00643	0.00643
LOCKER UNIT	A 28	28	0.00643	0.00643
LOCKER UNIT	A 29	29	0.00643	0.00643
LOCKER UNIT	A 30	30	0.00643	0.00643
LOCKER UNIT	A 31	31	0.00643	0.00643
LOCKER UNIT	A 32	32	0.00643	0.00643
LOCKER UNIT	A 33	33	0.00643	0.00643
LOCKER UNIT	A 34	34	0.00643	0.00643
LOCKER UNIT	A 35	35	0.00643	0.00643
LOCKER UNIT	A 36	36	0.00643	0.00643
LOCKER UNIT	A 37	37	0.00643	0.00643
LOCKER UNIT	A 38	38	0.00643	0.00643
LOCKER UNIT	A 39	39	0.00643	0.00643
LOCKER UNIT	A 40	40	0.00643	0.00643
LOCKER UNIT	A 41	41	0.00643	0.00643
LOCKER UNIT	A 42	42	0.00643	0.00643
LOCKER UNIT	A 43	43	0.00643	0.00643
LOCKER UNIT	A 44	44	0.00643	0.00643
LOCKER UNIT	A 45	45	0.00643	0.00643
LOCKER UNIT	A 46	46	0.00643	0.00643
SIGN UNIT	A 47	47	0.00001	0.00001
SIGN UNIT	A 48	48	0.00001	0.00001
COMMERCIAL PARKING UNIT	B 1	1	0.36019	0.36019
COMMERCIAL PARKING UNIT	B 2	2	0.05146	0.05146
COMMERCIAL PARKING UNIT	B 3	3	0.05146	0.05146
COMMERCIAL PARKING UNIT	B 4	4	0.25728	0.25728
COMMERCIAL PARKING UNIT	B 5	5	0.05146	0.05146
COMMERCIAL PARKING UNIT	B 6	6	0.20582	0.20582
COMMERCIAL PARKING UNIT	B 7	7	0.18010	0.18010
COMMERCIAL PARKING UNIT	B 8	8	0.15437	0.15437
COMMERCIAL PARKING UNIT	B 9	9	0.12864	0.12864
COMMERCIAL PARKING UNIT	B 10	10	0.38592	0.38592
LOCKER UNIT	B 11	11	0.00643	0.00643
LOCKER UNIT	B 12	12	0.00643	0.00643
LOCKER UNIT	B 13	13	0.00643	0.00643
LOCKER UNIT	B 14	14	0.00643	0.00643
LOCKER UNIT	B 15	15	0.00643	0.00643
LOCKER UNIT	B 16	16	0.00643	0.00643
LOCKER UNIT	B 17	17	0.00643	0.00643
LOCKER UNIT	B 18	18	0.00643	0.00643

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	B 19	19	0.00643	0.00643
LOCKER UNIT	B 20	20	0.00643	0.00643
LOCKER UNIT	B 21	21	0.00643	0.00643
LOCKER UNIT	B 22	22	0.00643	0.00643
LOCKER UNIT	B 23	23	0.00643	0.00643
LOCKER UNIT	B 24	24	0.00643	0.00643
LOCKER UNIT	B 25	25	0.00643	0.00643
LOCKER UNIT	B 26	26	0.00643	0.00643
LOCKER UNIT	B 27	27	0.00643	0.00643
LOCKER UNIT	B 28	28	0.00643	0.00643
LOCKER UNIT	B 29	29	0.00643	0.00643
LOCKER UNIT	B 30	30	0.00643	0.00643
LOCKER UNIT	B 31	31	0.00643	0.00643
LOCKER UNIT	B 32	32	0.00643	0.00643
LOCKER UNIT	B 33	33	0.00643	0.00643
LOCKER UNIT	B 34	34	0.00643	0.00643
LOCKER UNIT	B 35	35	0.00643	0.00643
LOCKER UNIT	B 36	36	0.00643	0.00643
LOCKER UNIT	B 37	37	0.00643	0.00643
LOCKER UNIT	B 38	38	0.00643	0.00643
LOCKER UNIT	B 39	39	0.00643	0.00643
LOCKER UNIT	B 40	40	0.00643	0.00643
LOCKER UNIT	B 41	41	0.00643	0.00643
LOCKER UNIT	B 42	42	0.00643	0.00643
LOCKER UNIT	B 43	43	0.00643	0.00643
LOCKER UNIT	B 44	44	0.00643	0.00643
LOCKER UNIT	B 45	45	0.00643	0.00643
LOCKER UNIT	B 46	46	0.00643	0.00643
LOCKER UNIT	B 47	47	0.00643	0.00643
LOCKER UNIT	B 48	48	0.00643	0.00643
LOCKER UNIT	B 49	49	0.00643	0.00643
LOCKER UNIT	B 50	50	0.00643	0.00643
LOCKER UNIT	B 51	51	0.00643	0.00643
LOCKER UNIT	B 52	52	0.00643	0.00643
LOCKER UNIT	B 53	53	0.00643	0.00643
LOCKER UNIT	B 54	54	0.00643	0.00643
LOCKER UNIT	B 55	55	0.00643	0.00643
LOCKER UNIT	B 56	56	0.00643	0.00643
LOCKER UNIT	B 57	57	0.00643	0.00643
LOCKER UNIT	B 58	58	0.00643	0.00643
LOCKER UNIT	B 59	59	0.00643	0.00643
LOCKER UNIT	B 60	60	0.00643	0.00643
LOCKER UNIT	B 61	61	0.00643	0.00643
LOCKER UNIT	B 62	62	0.00643	0.00643
LOCKER UNIT	B 63	63	0.00643	0.00643
LOCKER UNIT	B 64	64	0.00643	0.00643
LOCKER UNIT	B 65	65	0.00643	0.00643
LOCKER UNIT	B 66	66	0.00643	0.00643
LOCKER UNIT	B 67	67	0.00643	0.00643
LOCKER UNIT	B 68	68	0.00643	0.00643
LOCKER UNIT	B 69	69	0.00643	0.00643
LOCKER UNIT	B 70	70	0.00643	0.00643
LOCKER UNIT	B 71	71	0.00643	0.00643
LOCKER UNIT	B 72	72	0.00643	0.00643
LOCKER UNIT	B 73	73	0.00643	0.00643
LOCKER UNIT	B 74	74	0.00643	0.00643
LOCKER UNIT	B 75	75	0.00643	0.00643
LOCKER UNIT	B 76	76	0.00643	0.00643
LOCKER UNIT	B 77	77	0.00643	0.00643
SIGN UNIT	B 78	78	0.00001	0.00001
PARKING UNIT	C 1	1	0.02573	0.02573
PARKING UNIT	C 2	2	0.02573	0.02573
PARKING UNIT	C 3	3	0.02573	0.02573
PARKING UNIT	C 4	4	0.02573	0.02573
PARKING UNIT	C 5	5	0.02573	0.02573
PARKING UNIT	C 6	6	0.02573	0.02573
PARKING UNIT	C 7	7	0.02573	0.02573

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	C 8	8	0.02573	0.02573
PARKING UNIT	C 9	9	0.02573	0.02573
PARKING UNIT	C 10	10	0.02573	0.02573
PARKING UNIT	C 11	11	0.02573	0.02573
PARKING UNIT	C 12	12	0.02573	0.02573
PARKING UNIT	C 13	13	0.02573	0.02573
PARKING UNIT	C 14	14	0.02573	0.02573
PARKING UNIT	C 15	15	0.02573	0.02573
PARKING UNIT	C 16	16	0.02573	0.02573
PARKING UNIT	C 17	17	0.02573	0.02573
PARKING UNIT	C 18	18	0.02573	0.02573
PARKING UNIT	C 19	19	0.02573	0.02573
PARKING UNIT	C 20	20	0.02573	0.02573
PARKING UNIT	C 21	21	0.02573	0.02573
PARKING UNIT	C 22	22	0.02573	0.02573
PARKING UNIT	C 23	23	0.02573	0.02573
PARKING UNIT	C 24	24	0.02573	0.02573
PARKING UNIT	C 25	25	0.02573	0.02573
PARKING UNIT	C 26	26	0.02573	0.02573
PARKING UNIT	C 27	27	0.02573	0.02573
PARKING UNIT	C 28	28	0.02573	0.02573
PARKING UNIT	C 29	29	0.02573	0.02573
PARKING UNIT	C 30	30	0.02573	0.02573
PARKING UNIT	C 31	31	0.02573	0.02573
PARKING UNIT	C 32	32	0.02573	0.02573
PARKING UNIT	C 33	33	0.02573	0.02573
PARKING UNIT	C 34	34	0.02573	0.02573
PARKING UNIT	C 35	35	0.02573	0.02573
PARKING UNIT	C 36	36	0.02573	0.02573
PARKING UNIT	C 37	37	0.02573	0.02573
PARKING UNIT	C 38	38	0.02573	0.02573
PARKING UNIT	C 39	39	0.02573	0.02573
PARKING UNIT	C 40	40	0.02573	0.02573
PARKING UNIT	C 41	41	0.02573	0.02573
PARKING UNIT	C 42	42	0.02573	0.02573
PARKING UNIT	C 43	43	0.02573	0.02573
PARKING UNIT	C 44	44	0.02573	0.02573
PARKING UNIT	C 45	45	0.02573	0.02573
PARKING UNIT	C 46	46	0.02573	0.02573
PARKING UNIT	C 47	47	0.02573	0.02573
PARKING UNIT	C 48	48	0.02573	0.02573
PARKING UNIT	C 49	49	0.02573	0.02573
PARKING UNIT	C 50	50	0.02573	0.02573
PARKING UNIT	C 51	51	0.02573	0.02573
PARKING UNIT	C 52	52	0.02573	0.02573
PARKING UNIT	C 53	53	0.02573	0.02573
PARKING UNIT	C 54	54	0.02573	0.02573
PARKING UNIT	C 55	55	0.02573	0.02573
PARKING UNIT	C 56	56	0.02573	0.02573
PARKING UNIT	C 57	57	0.02573	0.02573
PARKING UNIT	C 58	58	0.02573	0.02573
PARKING UNIT	C 59	59	0.02573	0.02573
PARKING UNIT	C 60	60	0.02573	0.02573
PARKING UNIT	C 61	61	0.02573	0.02573
PARKING UNIT	C 62	62	0.02573	0.02573
PARKING UNIT	C 63	63	0.02573	0.02573
PARKING UNIT	C 64	64	0.02573	0.02573
PARKING UNIT	C 65	65	0.02573	0.02573
PARKING UNIT	C 66	66	0.02573	0.02573
PARKING UNIT	C 67	67	0.02573	0.02573
PARKING UNIT	C 68	68	0.02573	0.02573
PARKING UNIT	C 69	69	0.02573	0.02573
PARKING UNIT	C 70	70	0.02573	0.02573
PARKING UNIT	C 71	71	0.02573	0.02573
PARKING UNIT	C 72	72	0.02573	0.02573
PARKING UNIT	C 73	73	0.02573	0.02573
PARKING UNIT	C 74	74	0.02573	0.02573
PARKING UNIT	C 75	75	0.02573	0.02573

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	C 76	76	0.00643	0.00643
LOCKER UNIT	C 77	77	0.00643	0.00643
LOCKER UNIT	C 78	78	0.00643	0.00643
LOCKER UNIT	C 79	79	0.00643	0.00643
LOCKER UNIT	C 80	80	0.00643	0.00643
LOCKER UNIT	C 81	81	0.00643	0.00643
LOCKER UNIT	C 82	82	0.00643	0.00643
LOCKER UNIT	C 83	83	0.00643	0.00643
LOCKER UNIT	C 84	84	0.00643	0.00643
LOCKER UNIT	C 85	85	0.00643	0.00643
LOCKER UNIT	C 86	86	0.00643	0.00643
LOCKER UNIT	C 87	87	0.00643	0.00643
LOCKER UNIT	C 88	88	0.00643	0.00643
LOCKER UNIT	C 89	89	0.00643	0.00643
LOCKER UNIT	C 90	90	0.00643	0.00643
LOCKER UNIT	C 91	91	0.00643	0.00643
LOCKER UNIT	C 92	92	0.00643	0.00643
LOCKER UNIT	C 93	93	0.00643	0.00643
LOCKER UNIT	C 94	94	0.00643	0.00643
LOCKER UNIT	C 95	95	0.00643	0.00643
LOCKER UNIT	C 96	96	0.00643	0.00643
LOCKER UNIT	C 97	97	0.00643	0.00643
LOCKER UNIT	C 98	98	0.00643	0.00643
LOCKER UNIT	C 99	99	0.00643	0.00643
LOCKER UNIT	C 100	100	0.00643	0.00643
LOCKER UNIT	C 101	101	0.00643	0.00643
LOCKER UNIT	C 102	102	0.00643	0.00643
LOCKER UNIT	C 103	103	0.00643	0.00643
LOCKER UNIT	C 104	104	0.00643	0.00643
LOCKER UNIT	C 105	105	0.00643	0.00643
LOCKER UNIT	C 106	106	0.00643	0.00643
LOCKER UNIT	C 107	107	0.00643	0.00643
LOCKER UNIT	C 108	108	0.00643	0.00643
LOCKER UNIT	C 109	109	0.00643	0.00643
LOCKER UNIT	C 110	110	0.00643	0.00643
LOCKER UNIT	C 111	111	0.00643	0.00643
LOCKER UNIT	C 112	112	0.00643	0.00643
LOCKER UNIT	C 113	113	0.00643	0.00643
LOCKER UNIT	C 114	114	0.00643	0.00643
LOCKER UNIT	C 115	115	0.00643	0.00643
LOCKER UNIT	C 116	116	0.00643	0.00643
LOCKER UNIT	C 117	117	0.00643	0.00643
LOCKER UNIT	C 118	118	0.00643	0.00643
LOCKER UNIT	C 119	119	0.00643	0.00643
LOCKER UNIT	C 120	120	0.00643	0.00643
LOCKER UNIT	C 121	121	0.00643	0.00643
LOCKER UNIT	C 122	122	0.00643	0.00643
LOCKER UNIT	C 123	123	0.00643	0.00643
LOCKER UNIT	C 124	124	0.00643	0.00643
LOCKER UNIT	C 125	125	0.00643	0.00643
LOCKER UNIT	C 126	126	0.00643	0.00643
LOCKER UNIT	C 127	127	0.00643	0.00643
LOCKER UNIT	C 128	128	0.00643	0.00643
LOCKER UNIT	C 129	129	0.00643	0.00643
LOCKER UNIT	C 130	130	0.00643	0.00643
LOCKER UNIT	C 131	131	0.00643	0.00643
LOCKER UNIT	C 132	132	0.00643	0.00643
LOCKER UNIT	C 133	133	0.00643	0.00643
LOCKER UNIT	C 134	134	0.00643	0.00643
LOCKER UNIT	C 135	135	0.00643	0.00643
LOCKER UNIT	C 136	136	0.00643	0.00643
LOCKER UNIT	C 137	137	0.00643	0.00643
LOCKER UNIT	C 138	138	0.00643	0.00643
LOCKER UNIT	C 139	139	0.00643	0.00643
LOCKER UNIT	C 140	140	0.00643	0.00643
LOCKER UNIT	C 141	141	0.00643	0.00643
LOCKER UNIT	C 142	142	0.00643	0.00643
LOCKER UNIT	C 143	143	0.00643	0.00643

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	C 144	144	0.00643	0.00643
LOCKER UNIT	C 145	145	0.00643	0.00643
LOCKER UNIT	C 146	146	0.00643	0.00643
LOCKER UNIT	C 147	147	0.00643	0.00643
LOCKER UNIT	C 148	148	0.00643	0.00643
LOCKER UNIT	C 149	149	0.00643	0.00643
LOCKER UNIT	C 150	150	0.00643	0.00643
LOCKER UNIT	C 151	151	0.00643	0.00643
LOCKER UNIT	C 152	152	0.00643	0.00643
LOCKER UNIT	C 153	153	0.00643	0.00643
LOCKER UNIT	C 154	154	0.00643	0.00643
LOCKER UNIT	C 155	155	0.00643	0.00643
PARKING UNIT	D 1	1	0.02573	0.02573
PARKING UNIT	D 2	2	0.02573	0.02573
PARKING UNIT	D 3	3	0.02573	0.02573
PARKING UNIT	D 4	4	0.02573	0.02573
PARKING UNIT	D 5	5	0.02573	0.02573
PARKING UNIT	D 6	6	0.02573	0.02573
PARKING UNIT	D 7	7	0.02573	0.02573
PARKING UNIT	D 8	8	0.02573	0.02573
PARKING UNIT	D 9	9	0.02573	0.02573
PARKING UNIT	D 10	10	0.02573	0.02573
PARKING UNIT	D 11	11	0.02573	0.02573
PARKING UNIT	D 12	12	0.02573	0.02573
PARKING UNIT	D 13	13	0.02573	0.02573
PARKING UNIT	D 14	14	0.02573	0.02573
PARKING UNIT	D 15	15	0.02573	0.02573
PARKING UNIT	D 16	16	0.02573	0.02573
PARKING UNIT	D 17	17	0.02573	0.02573
PARKING UNIT	D 18	18	0.02573	0.02573
PARKING UNIT	D 19	19	0.02573	0.02573
PARKING UNIT	D 20	20	0.02573	0.02573
PARKING UNIT	D 21	21	0.02573	0.02573
PARKING UNIT	D 22	22	0.02573	0.02573
PARKING UNIT	D 23	23	0.02573	0.02573
PARKING UNIT	D 24	24	0.02573	0.02573
PARKING UNIT	D 25	25	0.02573	0.02573
PARKING UNIT	D 26	26	0.02573	0.02573
PARKING UNIT	D 27	27	0.02573	0.02573
PARKING UNIT	D 28	28	0.02573	0.02573
PARKING UNIT	D 29	29	0.02573	0.02573
PARKING UNIT	D 30	30	0.02573	0.02573
PARKING UNIT	D 31	31	0.02573	0.02573
PARKING UNIT	D 32	32	0.02573	0.02573
PARKING UNIT	D 33	33	0.02573	0.02573
PARKING UNIT	D 34	34	0.02573	0.02573
PARKING UNIT	D 35	35	0.02573	0.02573
PARKING UNIT	D 36	36	0.02573	0.02573
PARKING UNIT	D 37	37	0.02573	0.02573
PARKING UNIT	D 38	38	0.02573	0.02573
PARKING UNIT	D 39	39	0.02573	0.02573
PARKING UNIT	D 40	40	0.02573	0.02573
PARKING UNIT	D 41	41	0.02573	0.02573
PARKING UNIT	D 42	42	0.02573	0.02573
PARKING UNIT	D 43	43	0.02573	0.02573
PARKING UNIT	D 44	44	0.02573	0.02573
PARKING UNIT	D 45	45	0.02573	0.02573
PARKING UNIT	D 46	46	0.02573	0.02573
PARKING UNIT	D 47	47	0.02573	0.02573
PARKING UNIT	D 48	48	0.02573	0.02573
PARKING UNIT	D 49	49	0.02573	0.02573
PARKING UNIT	D 50	50	0.02573	0.02573
PARKING UNIT	D 51	51	0.02573	0.02573
PARKING UNIT	D 52	52	0.02573	0.02573
PARKING UNIT	D 53	53	0.02573	0.02573
PARKING UNIT	D 54	54	0.02573	0.02573
PARKING UNIT	D 55	55	0.02573	0.02573

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	D 56	56	0.02573	0.02573
PARKING UNIT	D 57	57	0.02573	0.02573
PARKING UNIT	D 58	58	0.02573	0.02573
PARKING UNIT	D 59	59	0.02573	0.02573
PARKING UNIT	D 60	60	0.02573	0.02573
PARKING UNIT	D 61	61	0.02573	0.02573
PARKING UNIT	D 62	62	0.02573	0.02573
PARKING UNIT	D 63	63	0.02573	0.02573
PARKING UNIT	D 64	64	0.02573	0.02573
PARKING UNIT	D 65	65	0.02573	0.02573
PARKING UNIT	D 66	66	0.02573	0.02573
PARKING UNIT	D 67	67	0.02573	0.02573
PARKING UNIT	D 68	68	0.02573	0.02573
PARKING UNIT	D 69	69	0.02573	0.02573
PARKING UNIT	D 70	70	0.02573	0.02573
PARKING UNIT	D 71	71	0.02573	0.02573
PARKING UNIT	D 72	72	0.02573	0.02573
PARKING UNIT	D 73	73	0.02573	0.02573
PARKING UNIT	D 74	74	0.02573	0.02573
PARKING UNIT	D 75	75	0.02573	0.02573
PARKING UNIT	D 76	76	0.02573	0.02573
PARKING UNIT	D 77	77	0.02573	0.02573
LOCKER UNIT	D 78	78	0.00643	0.00643
LOCKER UNIT	D 79	79	0.00643	0.00643
LOCKER UNIT	D 80	80	0.00643	0.00643
LOCKER UNIT	D 81	81	0.00643	0.00643
LOCKER UNIT	D 82	82	0.00643	0.00643
LOCKER UNIT	D 83	83	0.00643	0.00643
LOCKER UNIT	D 84	84	0.00643	0.00643
LOCKER UNIT	D 85	85	0.00643	0.00643
LOCKER UNIT	D 86	86	0.00643	0.00643
LOCKER UNIT	D 87	87	0.00643	0.00643
LOCKER UNIT	D 88	88	0.00643	0.00643
LOCKER UNIT	D 89	89	0.00643	0.00643
LOCKER UNIT	D 90	90	0.00643	0.00643
LOCKER UNIT	D 91	91	0.00643	0.00643
LOCKER UNIT	D 92	92	0.00643	0.00643
LOCKER UNIT	D 93	93	0.00643	0.00643
LOCKER UNIT	D 94	94	0.00643	0.00643
LOCKER UNIT	D 95	95	0.00643	0.00643
LOCKER UNIT	D 96	96	0.00643	0.00643
LOCKER UNIT	D 97	97	0.00643	0.00643
LOCKER UNIT	D 98	98	0.00643	0.00643
LOCKER UNIT	D 99	99	0.00643	0.00643
LOCKER UNIT	D 100	100	0.00643	0.00643
LOCKER UNIT	D 101	101	0.00643	0.00643
LOCKER UNIT	D 102	102	0.00643	0.00643
LOCKER UNIT	D 103	103	0.00643	0.00643
LOCKER UNIT	D 104	104	0.00643	0.00643
LOCKER UNIT	D 105	105	0.00643	0.00643
LOCKER UNIT	D 106	106	0.00643	0.00643
LOCKER UNIT	D 107	107	0.00643	0.00643
LOCKER UNIT	D 108	108	0.00643	0.00643
LOCKER UNIT	D 109	109	0.00643	0.00643
LOCKER UNIT	D 110	110	0.00643	0.00643
LOCKER UNIT	D 111	111	0.00643	0.00643
LOCKER UNIT	D 112	112	0.00643	0.00643
LOCKER UNIT	D 113	113	0.00643	0.00643
LOCKER UNIT	D 114	114	0.00643	0.00643
LOCKER UNIT	D 115	115	0.00643	0.00643
LOCKER UNIT	D 116	116	0.00643	0.00643
LOCKER UNIT	D 117	117	0.00643	0.00643
LOCKER UNIT	D 118	118	0.00643	0.00643
LOCKER UNIT	D 119	119	0.00643	0.00643
LOCKER UNIT	D 120	120	0.00643	0.00643
LOCKER UNIT	D 121	121	0.00643	0.00643
LOCKER UNIT	D 122	122	0.00643	0.00643
LOCKER UNIT	D 123	123	0.00643	0.00643

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
LOCKER UNIT	D	124	0.00643	0.00643
LOCKER UNIT	D	125	0.00643	0.00643
LOCKER UNIT	D	126	0.00643	0.00643
LOCKER UNIT	D	127	0.00643	0.00643
LOCKER UNIT	D	128	0.00643	0.00643
LOCKER UNIT	D	129	0.00643	0.00643
LOCKER UNIT	D	130	0.00643	0.00643
LOCKER UNIT	D	131	0.00643	0.00643
LOCKER UNIT	D	132	0.00643	0.00643
LOCKER UNIT	D	133	0.00643	0.00643
LOCKER UNIT	D	134	0.00643	0.00643
LOCKER UNIT	D	135	0.00643	0.00643
LOCKER UNIT	D	136	0.00643	0.00643
LOCKER UNIT	D	137	0.00643	0.00643
LOCKER UNIT	D	138	0.00643	0.00643
LOCKER UNIT	D	139	0.00643	0.00643
LOCKER UNIT	D	140	0.00643	0.00643
LOCKER UNIT	D	141	0.00643	0.00643
LOCKER UNIT	D	142	0.00643	0.00643
LOCKER UNIT	D	143	0.00643	0.00643
LOCKER UNIT	D	144	0.00643	0.00643
LOCKER UNIT	D	145	0.00643	0.00643
LOCKER UNIT	D	146	0.00643	0.00643
LOCKER UNIT	D	147	0.00643	0.00643
LOCKER UNIT	D	148	0.00643	0.00643
LOCKER UNIT	D	149	0.00643	0.00643
LOCKER UNIT	D	150	0.00643	0.00643
LOCKER UNIT	D	151	0.00643	0.00643
LOCKER UNIT	D	152	0.00643	0.00643
LOCKER UNIT	D	153	0.00643	0.00643
LOCKER UNIT	D	154	0.00643	0.00643
LOCKER UNIT	D	155	0.00643	0.00643
LOCKER UNIT	D	156	0.00643	0.00643
LOCKER UNIT	D	157	0.00643	0.00643
101	1	1	0.21089	0.20859
102	1	2	0.21089	0.20859
103	1	3	0.32092	0.31742
COMMERCIAL UNIT	1	4	0.17185	0.39663
COMMERCIAL UNIT	1	5	0.15036	0.34705
COMMERCIAL UNIT	1	6	0.13334	0.30775
COMMERCIAL UNIT	1	7	0.29622	0.68383
PARKING ELEVATOR UNIT	1	8	0.00001	0.00001
SIGN UNIT	1	9	0.00001	0.00001
SIGN UNIT	1	10	0.00001	0.00001
SIGN UNIT	1	11	0.00001	0.00001
SIGN UNIT	1	12	0.00001	0.00001
SIGN UNIT	1	13	0.00001	0.00001
201	2	1	0.23290	0.23036
202	2	2	0.20020	0.19801
203	2	3	0.17330	0.17141
204	2	4	0.20478	0.20255
205	2	5	0.22770	0.22522
206	2	6	0.20784	0.20557
207	2	7	0.27202	0.26905
208	2	8	0.27202	0.26905
209	2	9	0.30106	0.29777
210	2	10	0.31328	0.30987
211	2	11	0.15099	0.14934
212	2	12	0.19011	0.18804
213	2	13	0.20142	0.19922
214	2	14	0.11706	0.11578
GUEST SUITE UNIT	2	15	0.00001	0.00001
301	3	1	0.17269	0.17080
302	3	2	0.16352	0.16174
303	3	3	0.20020	0.19801

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
304	3	4	0.17330	0.17141
305	3	5	0.20478	0.20255
306	3	6	0.22770	0.22522
307	3	7	0.20784	0.20557
308	3	8	0.25185	0.24910
309	3	9	0.27477	0.27178
310	3	10	0.23687	0.23429
311	3	11	0.15099	0.14934
312	3	12	0.19011	0.18804
313	3	13	0.20142	0.19922
314	3	14	0.20142	0.19922
315	3	15	0.17911	0.17715
316	3	16	0.17911	0.17715
317	3	17	0.21670	0.21434
318	3	18	0.25215	0.24940
319	3	19	0.17422	0.17232
320	3	20	0.17422	0.17232
321	3	21	0.17422	0.17232
322	3	22	0.17574	0.17383
401	4	1	0.17269	0.17080
402	4	2	0.16352	0.16174
403	4	3	0.18277	0.18078
404	4	4	0.21701	0.21464
405	4	5	0.21701	0.21464
406	4	6	0.23504	0.23248
407	4	7	0.25185	0.24910
408	4	8	0.27477	0.27178
409	4	9	0.23687	0.23429
410	4	10	0.15099	0.14934
411	4	11	0.19011	0.18804
412	4	12	0.20142	0.19922
413	4	13	0.20142	0.19922
414	4	14	0.17911	0.17715
415	4	15	0.17911	0.17715
416	4	16	0.21670	0.21434
417	4	17	0.25215	0.24940
418	4	18	0.17422	0.17232
419	4	19	0.17422	0.17232
420	4	20	0.17422	0.17232
421	4	21	0.17574	0.17383
501	5	1	0.17269	0.17080
502	5	2	0.16352	0.16174
503	5	3	0.18277	0.18078
504	5	4	0.21701	0.21464
505	5	5	0.21701	0.21464
506	5	6	0.23504	0.23248
507	5	7	0.25185	0.24910
508	5	8	0.20967	0.20738
509	5	9	0.17941	0.17746
510	5	10	0.12256	0.12123
511	5	11	0.15099	0.14934
512	5	12	0.19011	0.18804
513	5	13	0.20142	0.19922
514	5	14	0.20142	0.19922
515	5	15	0.17911	0.17715
516	5	16	0.17911	0.17715
517	5	17	0.21670	0.21434
518	5	18	0.25215	0.24940
519	5	19	0.17422	0.17232
520	5	20	0.17422	0.17232
521	5	21	0.17422	0.17232
522	5	22	0.17574	0.17383
601	6	1	0.17269	0.17080
602	6	2	0.16352	0.16174
603	6	3	0.18277	0.18078

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
604	6	4	0.17422	0.17232
605	6	5	0.17422	0.17232
606	6	6	0.17422	0.17232
607	6	7	0.23504	0.23248
608	6	8	0.25185	0.24910
609	6	9	0.20967	0.20738
610	6	10	0.17941	0.17746
611	6	11	0.12256	0.12123
612	6	12	0.15099	0.14934
613	6	13	0.19011	0.18804
614	6	14	0.20142	0.19922
615	6	15	0.20142	0.19922
616	6	16	0.17911	0.17715
617	6	17	0.17911	0.17715
618	6	18	0.21670	0.21434
619	6	19	0.25215	0.24940
620	6	20	0.17422	0.17232
621	6	21	0.17422	0.17232
622	6	22	0.17422	0.17232
623	6	23	0.17574	0.17383
701	7	1	0.17269	0.17080
702	7	2	0.16352	0.16174
703	7	3	0.18277	0.18078
704	7	4	0.17422	0.17232
705	7	5	0.17422	0.17232
706	7	6	0.17422	0.17232
707	7	7	0.23504	0.23248
708	7	8	0.25185	0.24910
709	7	9	0.20967	0.20738
710	7	10	0.17941	0.17746
711	7	11	0.12256	0.12123
712	7	12	0.15099	0.14934
713	7	13	0.19011	0.18804
714	7	14	0.20142	0.19922
715	7	15	0.20142	0.19922
716	7	16	0.17911	0.17715
717	7	17	0.17911	0.17715
718	7	18	0.21670	0.21434
719	7	19	0.25215	0.24940
720	7	20	0.17422	0.17232
721	7	21	0.17422	0.17232
722	7	22	0.17422	0.17232
723	7	23	0.17574	0.17383
801	8	1	0.17269	0.17080
802	8	2	0.16352	0.16174
803	8	3	0.18277	0.18078
804	8	4	0.17422	0.17232
805	8	5	0.17422	0.17232
806	8	6	0.17422	0.17232
807	8	7	0.23504	0.23248
808	8	8	0.25185	0.24910
809	8	9	0.20967	0.20738
810	8	10	0.17941	0.17746
811	8	11	0.12256	0.12123
812	8	12	0.15099	0.14934
813	8	13	0.19011	0.18804
814	8	14	0.20142	0.19922
815	8	15	0.20142	0.19922
816	8	16	0.17911	0.17715
817	8	17	0.17911	0.17715
818	8	18	0.21670	0.21434
819	8	19	0.25215	0.24940
820	8	20	0.17422	0.17232
821	8	21	0.17422	0.17232
822	8	22	0.17422	0.17232
823	8	23	0.17574	0.17383

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
901	9	1	0.17269	0.17080
902	9	2	0.16352	0.16174
903	9	3	0.18277	0.18078
904	9	4	0.17422	0.17232
905	9	5	0.17422	0.17232
906	9	6	0.17422	0.17232
907	9	7	0.23504	0.23248
908	9	8	0.25185	0.24910
909	9	9	0.20967	0.20738
910	9	10	0.17941	0.17746
911	9	11	0.12256	0.12123
912	9	12	0.15099	0.14934
913	9	13	0.19011	0.18804
914	9	14	0.20142	0.19922
915	9	15	0.20142	0.19922
916	9	16	0.17911	0.17715
917	9	17	0.17911	0.17715
918	9	18	0.21670	0.21434
919	9	19	0.25215	0.24940
920	9	20	0.17422	0.17232
921	9	21	0.17422	0.17232
922	9	22	0.17422	0.17232
923	9	23	0.17574	0.17383
1001	10	1	0.17269	0.17080
1002	10	2	0.16352	0.16174
1003	10	3	0.18277	0.18078
1004	10	4	0.17422	0.17232
1005	10	5	0.17422	0.17232
1006	10	6	0.17422	0.17232
1007	10	7	0.23504	0.23248
1008	10	8	0.25185	0.24910
1009	10	9	0.20967	0.20738
1010	10	10	0.17941	0.17746
1011	10	11	0.12256	0.12123
1012	10	12	0.15099	0.14934
1013	10	13	0.19011	0.18804
1014	10	14	0.20142	0.19922
1015	10	15	0.20142	0.19922
1016	10	16	0.17911	0.17715
1017	10	17	0.17911	0.17715
1018	10	18	0.21670	0.21434
1019	10	19	0.25215	0.24940
1020	10	20	0.17422	0.17232
1021	10	21	0.17422	0.17232
1022	10	22	0.17422	0.17232
1023	10	23	0.17574	0.17383
1101	11	1	0.15129	0.14964
1102	11	2	0.19103	0.18894
1103	11	3	0.17422	0.17232
1104	11	4	0.17422	0.17232
1105	11	5	0.23504	0.23248
1106	11	6	0.25185	0.24910
1107	11	7	0.20967	0.20738
1108	11	8	0.17941	0.17746
1109	11	9	0.12256	0.12123
1110	11	10	0.15099	0.14934
1111	11	11	0.19011	0.18804
1112	11	12	0.20142	0.19922
1113	11	13	0.20142	0.19922
1114	11	14	0.25277	0.25001
1115	11	15	0.33987	0.33617
1116	11	16	0.17880	0.17685
1117	11	17	0.13846	0.13695
1118	11	18	0.17391	0.17201
1119	11	19	0.17391	0.17201

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1120	11	20	0.17391	0.17201
1121	11	21	0.17116	0.16929
1201	12	1	0.15129	0.14964
1202	12	2	0.19103	0.18894
1203	12	3	0.17422	0.17232
1204	12	4	0.17422	0.17232
1205	12	5	0.23504	0.23248
1206	12	6	0.25185	0.24910
1207	12	7	0.20967	0.20738
1208	12	8	0.17941	0.17746
1209	12	9	0.12256	0.12123
1210	12	10	0.15099	0.14934
1211	12	11	0.19011	0.18804
1212	12	12	0.20142	0.19922
1213	12	13	0.20142	0.19922
1214	12	14	0.25277	0.25001
1215	12	15	0.33987	0.33617
1216	12	16	0.17880	0.17685
1217	12	17	0.13846	0.13695
1218	12	18	0.17391	0.17201
1219	12	19	0.17391	0.17201
1220	12	20	0.17391	0.17201
1221	12	21	0.17116	0.16929
1401	13	1	0.15129	0.14964
1402	13	2	0.19103	0.18894
1403	13	3	0.17422	0.17232
1404	13	4	0.17422	0.17232
1405	13	5	0.23504	0.23248
1406	13	6	0.25185	0.24910
1407	13	7	0.20967	0.20738
1408	13	8	0.17941	0.17746
1409	13	9	0.12256	0.12123
1410	13	10	0.15099	0.14934
1411	13	11	0.19011	0.18804
1412	13	12	0.20142	0.19922
1413	13	13	0.20142	0.19922
1414	13	14	0.25277	0.25001
1415	13	15	0.33987	0.33617
1416	13	16	0.17880	0.17685
1417	13	17	0.13846	0.13695
1418	13	18	0.17391	0.17201
1419	13	19	0.17391	0.17201
1420	13	20	0.17391	0.17201
1421	13	21	0.17116	0.16929
1501	14	1	0.15129	0.14964
1502	14	2	0.19103	0.18894
1503	14	3	0.17422	0.17232
1504	14	4	0.17422	0.17232
1505	14	5	0.23504	0.23248
1506	14	6	0.25185	0.24910
1507	14	7	0.20967	0.20738
1508	14	8	0.17941	0.17746
1509	14	9	0.12256	0.12123
1510	14	10	0.15099	0.14934
1511	14	11	0.19011	0.18804
1512	14	12	0.20142	0.19922
1513	14	13	0.20142	0.19922
1514	14	14	0.25277	0.25001
1515	14	15	0.33987	0.33617
1516	14	16	0.17880	0.17685
1517	14	17	0.13846	0.13695
1518	14	18	0.17391	0.17201
1519	14	19	0.17391	0.17201
1520	14	20	0.17391	0.17201
1521	14	21	0.17116	0.16929

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1601	15	1	0.15129	0.14964
1602	15	2	0.19103	0.18894
1603	15	3	0.17422	0.17232
1604	15	4	0.17422	0.17232
1605	15	5	0.23504	0.23248
1606	15	6	0.25185	0.24910
1607	15	7	0.20967	0.20738
1608	15	8	0.17941	0.17746
1609	15	9	0.12256	0.12123
1610	15	10	0.15099	0.14934
1611	15	11	0.19011	0.18804
1612	15	12	0.20142	0.19922
1613	15	13	0.20142	0.19922
1614	15	14	0.25277	0.25001
1615	15	15	0.33987	0.33617
1616	15	16	0.17880	0.17685
1617	15	17	0.13846	0.13695
1618	15	18	0.17391	0.17201
1619	15	19	0.17391	0.17201
1620	15	20	0.17391	0.17201
1621	15	21	0.17116	0.16929
1701	16	1	0.15129	0.14964
1702	16	2	0.19103	0.18894
1703	16	3	0.17422	0.17232
1704	16	4	0.17422	0.17232
1705	16	5	0.23504	0.23248
1706	16	6	0.25185	0.24910
1707	16	7	0.20967	0.20738
1708	16	8	0.17941	0.17746
1709	16	9	0.12256	0.12123
1710	16	10	0.15099	0.14934
1711	16	11	0.19011	0.18804
1712	16	12	0.20142	0.19922
1713	16	13	0.20142	0.19922
1714	16	14	0.25277	0.25001
1715	16	15	0.33987	0.33617
1716	16	16	0.17880	0.17685
1717	16	17	0.13846	0.13695
1718	16	18	0.17391	0.17201
1719	16	19	0.17391	0.17201
1720	16	20	0.17391	0.17201
1721	16	21	0.17116	0.16929
1801	17	1	0.15129	0.14964
1802	17	2	0.19103	0.18894
1803	17	3	0.17422	0.17232
1804	17	4	0.17422	0.17232
1805	17	5	0.23504	0.23248
1806	17	6	0.25185	0.24910
1807	17	7	0.20967	0.20738
1808	17	8	0.17941	0.17746
1809	17	9	0.12256	0.12123
1810	17	10	0.15099	0.14934
1811	17	11	0.19011	0.18804
1812	17	12	0.20142	0.19922
1813	17	13	0.20142	0.19922
1814	17	14	0.25277	0.25001
1815	17	15	0.33987	0.33617
1816	17	16	0.17880	0.17685
1817	17	17	0.13846	0.13695
1818	17	18	0.17391	0.17201
1819	17	19	0.17391	0.17201
1820	17	20	0.17391	0.17201
1821	17	21	0.17116	0.16929
1901	18	1	0.15129	0.14964

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
1902	18	2	0.19103	0.18894
1903	18	3	0.17422	0.17232
1904	18	4	0.17422	0.17232
1905	18	5	0.23504	0.23248
1906	18	6	0.25185	0.24910
1907	18	7	0.20967	0.20738
1908	18	8	0.17941	0.17746
1909	18	9	0.12256	0.12123
1910	18	10	0.15099	0.14934
1911	18	11	0.19011	0.18804
1912	18	12	0.20142	0.19922
1913	18	13	0.20142	0.19922
1914	18	14	0.25277	0.25001
1915	18	15	0.33987	0.33617
1916	18	16	0.17880	0.17685
1917	18	17	0.13846	0.13695
1918	18	18	0.17391	0.17201
1919	18	19	0.17391	0.17201
1920	18	20	0.17391	0.17201
1921	18	21	0.17116	0.16929
2001	19	1	0.15129	0.14964
2002	19	2	0.19103	0.18894
2003	19	3	0.17422	0.17232
2004	19	4	0.17422	0.17232
2005	19	5	0.23504	0.23248
2006	19	6	0.25185	0.24910
2007	19	7	0.20967	0.20738
2008	19	8	0.17941	0.17746
2009	19	9	0.12256	0.12123
2010	19	10	0.15099	0.14934
2011	19	11	0.19011	0.18804
2012	19	12	0.20142	0.19922
2013	19	13	0.20142	0.19922
2014	19	14	0.25277	0.25001
2015	19	15	0.33987	0.33617
2016	19	16	0.17880	0.17685
2017	19	17	0.13846	0.13695
2018	19	18	0.17391	0.17201
2019	19	19	0.17391	0.17201
2020	19	20	0.17391	0.17201
2021	19	21	0.17116	0.16929
2101	20	1	0.15129	0.14964
2102	20	2	0.19103	0.18894
2103	20	3	0.17422	0.17232
2104	20	4	0.17422	0.17232
2105	20	5	0.23504	0.23248
2106	20	6	0.25185	0.24910
2107	20	7	0.20967	0.20738
2108	20	8	0.17941	0.17746
2109	20	9	0.12256	0.12123
2110	20	10	0.15099	0.14934
2111	20	11	0.19011	0.18804
2112	20	12	0.20142	0.19922
2113	20	13	0.20142	0.19922
2114	20	14	0.25277	0.25001
2115	20	15	0.33987	0.33617
2116	20	16	0.17880	0.17685
2117	20	17	0.13846	0.13695
2118	20	18	0.17391	0.17201
2119	20	19	0.17391	0.17201
2120	20	20	0.17391	0.17201
2121	20	21	0.17116	0.16929
2201	21	1	0.15129	0.14964
2202	21	2	0.19103	0.18894
2203	21	3	0.17422	0.17232

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
2204	21	4	0.17422	0.17232
2205	21	5	0.23504	0.23248
2206	21	6	0.25185	0.24910
2207	21	7	0.20967	0.20738
2208	21	8	0.17941	0.17746
2209	21	9	0.12256	0.12123
2210	21	10	0.15099	0.14934
2211	21	11	0.19011	0.18804
2212	21	12	0.20142	0.19922
2213	21	13	0.20142	0.19922
2214	21	14	0.25277	0.25001
2215	21	15	0.33987	0.33617
2216	21	16	0.17880	0.17685
2217	21	17	0.13846	0.13695
2218	21	18	0.17391	0.17201
2219	21	19	0.17391	0.17201
2220	21	20	0.17391	0.17201
2221	21	21	0.17116	0.16929
2301	22	1	0.15129	0.14964
2302	22	2	0.19103	0.18894
2303	22	3	0.17422	0.17232
2304	22	4	0.17422	0.17232
2305	22	5	0.23504	0.23248
2306	22	6	0.25185	0.24910
2307	22	7	0.20967	0.20738
2308	22	8	0.17941	0.17746
2309	22	9	0.12256	0.12123
2310	22	10	0.15099	0.14934
2311	22	11	0.19011	0.18804
2312	22	12	0.20142	0.19922
2313	22	13	0.20142	0.19922
2314	22	14	0.25277	0.25001
2315	22	15	0.33987	0.33617
2316	22	16	0.17880	0.17685
2317	22	17	0.13846	0.13695
2318	22	18	0.17391	0.17201
2319	22	19	0.17391	0.17201
2320	22	20	0.17391	0.17201
2321	22	21	0.17116	0.16929
LPH 1	23	1	0.18552	0.18350
LPH 2	23	2	0.21701	0.21464
LPH 3	23	3	0.21701	0.21464
LPH 4	23	4	0.23504	0.23248
LPH 5	23	5	0.25185	0.24910
LPH 6	23	6	0.20967	0.20738
LPH 7	23	7	0.24971	0.24699
PH 1	24	1	0.18552	0.18350
PH 2	24	2	0.21701	0.21464
PH 3	24	3	0.21701	0.21464
PH 4	24	4	0.23504	0.23248
PH 5	24	5	0.25185	0.24910
PH 6	24	6	0.20967	0.20738
PH 7	24	7	0.18583	0.18380
PH 8	24	8	0.15893	0.15720
PH 9	24	9	0.32092	0.31742
			TOTALS	100.00000
				100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) 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;
- (b) 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:
 - i) insurance premiums;
 - ii) water and sewage and electricity respecting Common Elements;
 - iii) waste disposal and garbage collection for Residential Units and Commercial Parking Units;
 - iv) maintenance materials, tools and supplies;
 - v) snow removal for Common Elements and landscaping;
 - vi) fuel, including gas, oil and hydro electricity unless metered separately for a Unit; and
 - vii) the amenities.
- (c) 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;
- (d) 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;
- (e) 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;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums of money payable to purchase the Guest Suite Unit and the Superintendent's Unit including, without limitation, amounts payable under the Guest Suite Mortgage and the Superintendent's Unit Mortgage;
- (k) 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.

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 each of Residential Units 1 to 3 inclusive on Level 1, shall have the exclusive use of a Porch as illustrated in heavy outline on PART 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letters “PO”.
- b) the Owner(s) of Residential Units 2 to 10 inclusive on Level 2, Units 1 to 7 inclusive and 10 to 22 inclusive on Level 3, Units 1, 2 and 7 to 21 inclusive on Level 4, Units 1 to 8 inclusive and 10 to 22 inclusive on Level 5, all Units on Levels 6 to 10 inclusive, Units 2 to 21 inclusive on Level 11, all Units on Levels 12 to 22 inclusive, Units 1 and 4 to 7 inclusive on Level 23 and Units 2 to 8 inclusive on Level 24, shall have the exclusive use of a balcony to which the said Units provide direct and sole access.
- c) the Owner(s) of Residential Units 1 and 7 to 14 inclusive on Level 2, Units 8 and 9 on Level 3, Units 3 to 6 inclusive on Level 4, Unit 9 on Level 5, Units 1 and 2 on Level 11, Units 2 and 3 on Level 23 and Units 1 and 9 on Level 24, shall have the exclusive use of a terrace to which the said Units provide direct and sole access.
- d) The Owner(s) of the Guest Suite Unit 15 on Level 2, shall have the exclusive use of a terrace to which the said Unit provides direct and sole access.
- e) the Owner(s) of each of the Commercial Units 4 to 7 inclusive on Level 1, shall have the exclusive use of a Patio as 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”.
- f) the Owner(s) of each of the Commercial Units 4 to 7 inclusive on Level 1, shall have the exclusive use of a sign band as illustrated in heavy outline on PART 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter “S”.
- g) the Owner(s) of the Commercial Units 4 to 7 inclusive on Level 1, shall have the exclusive use in common of the Commercial corridor on Level 1 as illustrated in heavy outline on PART 2, Sheet 1 of the Description, designated as “C1”.

SCHEDULE G

CERTIFICATE OF ARCHITECT OR ENGINEER
 (Schedule G to Declaration for a STANDARD Condominium Corporation)
 (under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:]

Each building on the property

OR

[In the case of an amendment to the declaration creating a phase:]

[Each building on the land included in the phase])]

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

[There are no underground garages.]

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

OR

[There are no elevating devices as defined in the Elevating Devices Act, except for elevating devices contained wholly in a unit and designed for use only within the unit.]

6. *[All installations with respect to the provision of water and sewage services are in place.]*
7. *[All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.]*
8. *[All installations with respect to the provision of air conditioning are in place.]*

OR

[There are no installations with respect to the provision of air conditioning.]

9. *[All installations with respect to the provision of electricity are in place.]*
10. *[All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finished equipment and accessories.]*

OR

There are no indoor and outdoor swimming pools.

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

Dated this 10 day of *October, 2013*

[Signature]
 (signature)
[Signature]
 (print name) *[Signature]*
[Strike out whichever is not applicable:]
 Architect
[Signature]
 (print name) *[Signature]*
[Signature]



SCHEDULE "G"

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

I certify that:

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

(Check whichever boxes are applicable)

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

DATED this 15 day of OCTOBER, 2013.

Name: Gloria Song
Title: Architect or Engineer

