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## **Declaration**

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**OFFICE SCHEDULE**

**DECLARATION  
CONDOMINIUM  
ACT, 1998**

AT 1714525  
CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)  
2008-02-20 9:57

<b>TORONTO STANDARD CONDOMINIUM PLAN NO.</b>	<b>1918</b>
<b>NEW PROPERTY IDENTIFIER'S BLOCK</b>	<b>12918</b>
<b>RECENTLY :</b>	<b>BEING ALL OF PIN: 10143-0536</b>
<b>DECLARANT</b>	<b>1402335 ONTARIO LIMITED</b>
<b>MICHAEL CALLAHAN</b>	
<b>TANZOLA &amp; SORBARA</b>	
<b>10 DIRECTOR COURT</b>	<b>STE-101</b>
<b>WOODBRIDE, ONTARIO</b>	
<b>L4L-7E8</b>	
<b>PHONE:</b>	<b>905-265-2252</b>
	<b>FAX : 905-265-0667</b>
<b>No. OF UNITS</b>	<b>482</b>
<b>FEES :</b>	<b>\$70.00 + \$5.00 x 2,410= \$2,480.00</b>

CONDOMINIUM ACT

DECLARATION

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, and the Regulations made thereunder, as amended from time to time (all of which are hereinafter referred to as the "Act"), by:

1402335 ONTARIO LIMITED

(hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed a building upon the said Lands containing one hundred and fifty-one (151) residential units; five (5) townhouse units; one (1) residential guest unit; one hundred and fifty-nine (159) parking units; one hundred and sixty (160) bicycle/storage units; four (4) combined parking and bicycle/storage units; and two (2) motorcycle parking units; CAUTION: That portion of the condominium building shown in hatched outline on Part I, Sheet 1 of the description, encroaches upon the adjoining lands and is not governed by the *Condominium Act, 1998* and is subject to an agreement registered as instrument No. AT1665531.

AND WHEREAS the Declarant intends that the Lands, 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 that is a standard condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTION

1.01 Definitions

All terms used herein shall have the meaning ascribed to them in the Act, from time to time, unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Bicycle/Storage Unit(s)" means Units 65 to 169, inclusive, on Levels A and Units 98 to 152, inclusive, on Level B;
- (b) "Board" means the Corporation's board of directors;
- (c) "By-law(s)" means the by-law(s) of the Corporation enacted from time to time;
- (d) "Combined Parking and Bicycle/Storage Unit(s)" means Unit 64 on Level A and Units 81, 82 and 83 on Level B;
- (e) "Common Elements" means all the property except the Units;
- (f) "Corporation" or "Condominium" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (g) "Guest Unit" means Unit 7 on Level 1;
- (h) "Motorcycle Parking Unit(s)" means Units 153 and 154 on Level B;
- (i) "Owner" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (j) "Parking Unit(s)" means Units 1 to 63, inclusive, on Level A and Units 1 to 80, inclusive, Units 84 to 97, inclusive and Units 155 and 156 on Level B;
- (k) "Residential Unit(s)" means Unit 1, on Level 1; Units 1 to 6, inclusive, on Level 2; Units 1 to 10, inclusive, on Levels 3; Units 1 to 15, inclusive, on Level 4 (Unit 2 is a two story unit and Units 3 to 7, inclusive, are three story units including roof terrace); Units 1 to 10, inclusive, on Levels 5 to 11, inclusive; Units 1 to 9, inclusive, on Levels 12, 13 and 14; Units 1 to 10, inclusive on Level 15; Units 1 to 8, inclusive, on Level 16; Units 1 to 3, inclusive, on Level 17 and Unit 1 on Level 18;
- (l) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;

- (m) "Townhouse Unit(s) means Units 2, 3, 4, 5 and 6 on Level 1 (Units 2 to 6, inclusive, are on two stories above ground and one story below ground); and
- (n) "Units" means all portions of the condominium designated as a unit, collectively, as the context may require.

1.02 **Statement of Intention**

The Declarant intends that the Lands described in Schedule "A" and in the Description and interests appurtenant to the Lands be governed by the Act, and amendments thereto.

1.03 **Standard Condominium**

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

1.04 **Consent of Encumbrances**

The consent of every person having a registered mortgage against the Lands or interest appurtenant to the Lands described in Schedule "A" is contained in Schedule "B" attached hereto.

1.05 **Boundaries of Units and Monuments**

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

1.06 **Common Interest and Common Expenses**

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) percent.

1.06 **Address for Service and Mailing  
Address of the Condominium Corporation**

The address for service and mailing address of the Condominium Corporation is:

3190 Steeles Avenue East  
Suite 200  
Markham, Ontario  
L3R 1G9

or such other address as the Condominium Corporation may by Resolution of the Board determine.

1.07 **Architect/Engineer Certificate**

The Certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming 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**

2.01 **Specification of Common Expenses**

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

2.02 **Payment of Common Expenses**

Each Owner, including the Declarant, shall pay to the Condominium Corporation its proportionate share of the common expenses, as may be provided for by the By-laws of the Condominium Corporation, and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws of the Condominium Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Condominium Corporation by reason of a breach of any rules and regulations of the Condominium Corporation in force from time to time by any Unit Owner, tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Condominium Corporation against such Unit Owner in the same manner as common expenses.

2.03 Hydro, Water and Gas

It is expressly understood that the Condominium has been designed and constructed with one bulk meter for water service consumed and for some common area hydro electric service and gas service. The Condominium Corporation will accordingly receive bulk invoices for the water, hydro electric service and gas service utilized or consumed. Each Residential Unit and Townhouse Unit will have individually metered hydro electric service and some Units will have sub-metered gas service which will be billed directly to the Unit by the Condominium Corporation.

2.04 Lien for Unpaid Common Expenses

In the event that any Unit Owner fails to pay to the Condominium Corporation such Owner's share of the common expenses or other amount owing to the Condominium Corporation by such Owner hereunder (hereinafter called the "Defaulting Owner"), then in addition to any other rights, powers or remedies available to the Condominium Corporation at common law, by statute, or in equity, the Condominium Corporation shall be entitled to:

- (i) charge and levy interest against the Defaulting Owner on such unpaid amounts, and on all costs and expenses incurred by the Condominium Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Condominium Corporation, at a rate equal to twenty-four percent (24%) per annum calculated monthly, not in advance, with interest on the unpaid amounts commencing to accrue from the due date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Condominium Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (ii) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the amounts owing, and all costs and expenses incurred by the Condominium Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Condominium Corporation in the same manner and to the same extent as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Condominium Corporation, as a prerequisite to the registration and/or enforcement of said lien, to apply to such court for direction, advice or authorization, then the Condominium Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Condominium Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Condominium Corporation, or the maintenance and enforcement of said lien by the Condominium Corporation.

2.05 Reserve Fund

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

ARTICLE III

OCCUPATION AND USE OF COMMON ELEMENTS

3.01 Use of Common Elements

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

3.02 Restrictive Access

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as utility areas, building maintenance storage areas, manager's offices, operating machinery, or any other part of the Common

Elements used for the care, maintenance, or operation of the property and, without the consent in writing of the Board. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least thirty percent (30%) of the Units, who shall have a right of access for inspection upon forty-eight (48) hours notice to the Condominium Corporation's building manager.

3.03 Additions, Alterations and Improvements

- (a) 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 Condominium Corporation in accordance with Section 98 of the Act.
- (b) The Condominium Corporation may, by a vote of Owners who own sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the Units, make any substantial addition, alteration or improvement to, or renovation of, the Common Elements, or make any substantial changes in the assets of the Condominium Corporation or a substantial change in a service that the Condominium Corporation provides to the Owners in accordance with sub-sections 97(4), (5) and (6) of the Act.
- (c) The Condominium Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Condominium Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with sub-sections 97(2) and (3) of the Act.

3.04 Exclusive Use of Parts of Common Elements

Subject to compliance with the Act, the Declaration, By-Laws and Rules passed pursuant to the Act, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F" attached hereto.

3.05 Visitor's Parking

Visitor's parking spaces (including handicap parking) are located on Level 1 and Level A and are part of the common element and are indicated by the letter "V". Each visitor's parking space shall be used only by visitors and guests of the owners of Residential Units and Townhouse Units for purposes of casual parking for one motor vehicle and such spaces shall not be assigned or leased to anyone, and they are subject to the Rules of the Condominium Corporation.

ARTICLE IV

UNITS

4.01 General Use

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

- (a) each Residential Unit (including the Guest Suite Unit) and each Townhouse Unit shall be occupied and used only for those residential purposes permitted under the applicable zoning By-laws and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the buildings and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs in certain Units and on the Common Elements until all the Units owned by the Declarant have been sold;
- (b) each Parking Unit shall be used only for motor vehicle parking purposes in accordance with all Condominium rules, zoning By-laws and governmental regulations. In addition, Unit 29 on Level A and Units 34 to 39, inclusive, on Level B may be expanded to include a storage space, provided such storage space is approved by the Condominium Corporation;
- (c) each Motorcycle Parking Unit shall be used only for the purpose of parking a motorcycle and in accordance with all Condominium rules, zoning By-laws and governmental regulations;
- (d) each Bicycle/Storage Unit shall only be used for storage purposes and shall not constitute a nuisance or danger to any other Unit or Unit Owner, nor result in the violation of any zoning By-laws or governmental regulations;
- (e) each Combined Parking and Bicycle/Storage Unit shall only be used for motor

vehicle parking purposes and storage and shall not constitute a nuisance or danger to any other Unit or Unit Owner, nor result in any violation of any zoning By-laws or governmental regulations;

- (f) no Unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in the Declaration;
- (g) the Owner of each Unit, shall comply and shall require tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the By-laws and the Rules; and
- (h) no Owner shall make any structural change or alteration in or to his Unit, including partition walls, floors, doors, windows, plumbing, mechanical, electrical, or accesses to other adjacent Units without the consent of the Board. The Board shall also be entitled to impose certain terms and conditions on such changes as it shall see fit.

**ARTICLE V**

**LEASING OF UNITS**

**5.01 Notification of Lease**

Where the Owner of a Unit leases his Unit, the Owner shall notify the Condominium Corporation that the Unit is leased and shall provide to the Condominium Corporation, the lessee's name and the Owner's address in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01. The Owner shall also provide the Tenant with a copy of the Declaration, By-laws and Rules of the Condominium.

**5.02 Tenant's Liability**

No tenant shall be liable for the payment of common expenses unless notified by the Condominium Corporation and that the Owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the Owner, an equal amount to the defaulted payment, and shall pay same to the Condominium Corporation.

**5.03 Owner's Liability**

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

**ARTICLE VI**

**MAINTENANCE AND REPAIRS AFTER DAMAGE**

**6.01 Maintenance and Repairs to Unit**

- (a) Each Owner shall maintain his Unit, and, subject to the provisions of the Act and the Declaration, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Condominium Corporation.
- (c) The Condominium Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such Owner by the Condominium Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Condominium Corporation. The Owner shall reimburse the Condominium Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Condominium Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twelve percent (12%) per annum until paid by the Owner. The Condominium Corporation may collect such costs in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Condominium Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) Each Owner shall provide to the Board, or their designated consultants, all plans for any interior work, exterior signs, logo sign band and/or canopy. All plans must be approved by the Board in writing before any work may commence. In addition, no person shall occupy a Unit until the work has been inspected by a representative of

the Board and a valid occupancy permit has been issued for any interior work by the relevant municipal authority. Any inspection costs incurred by the Board shall be borne by the Unit Owner plus a fifteen percent (15%) administration fee.

6.02 Maintenance and Repairs to Common Elements

- (a) The Condominium Corporation shall repair and maintain the Common Elements. This duty to maintain and repair shall extend to all doors which provide the means of ingress to and egress from a Unit and to all windows, save and except maintenance to the interior surfaces of windows and doors, which shall be the responsibility of the individual Unit Owner.
- (b) Notwithstanding the above, every Owner shall forthwith reimburse the Condominium Corporation for repairs of windows and doors serving his Unit, caused by his negligence or the negligence of tenants, invitees or licensees of his Unit.

6.03 Substantial Damage

In addition to the requirements of Section 42 of the Act, which are imposed on the Condominium Corporation when the buildings have been damaged, the Condominium Corporation shall deliver, by registered mail, to all mortgagees who have notified the Condominium Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

ARTICLE VII

INSURANCE

7.01 Insurance Maintained by the Condominium Corporation

(a) Fire and Extended Risks

The Condominium Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the Board may from time to time deem advisable, in respect of its obligations to repair and in respect of the Unit Owner's interest in the Units and Common Elements, and the Unit Owner's obligation to repair any damage to:

- (i) the Common Elements;
- (ii) personal property owned by the Condominium Corporation, excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the Units, except for any improvements or betterments made or acquired by the Unit Owners;

in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

(b) Public Liability and Boiler Insurance

The Condominium Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the Board, insuring the Condominium Corporation against its liability resulting from breach of duty as occupier of the Common Elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provision re Policies of Insurance

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

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed Twenty-Five Thousand (\$25,000.00) Dollars, the proceeds of such loss shall be payable to the Condominium Corporation and not to the insurance trustee;
- (ii) waivers of subrogation against the Condominium Corporation, its manager, agents, employees and servants, and against the Owners, and any tenant, invitee, or licensee of a Unit, except for damage arising out of arson and



fraud caused by any one of the above;

- (iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee;
- (iv) waivers of any defense based on co-insurance or of invalidity arising from any act or omission, or breach of statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect of any other insurance carried by the Owner; and
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to the Act.

7.02 General Provisions regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board may obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.
- (b) The Condominium 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 Condominium Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent, if the mortgage itself contains such a provision.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Condominium Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Condominium Corporation.
- (e) No insured, other than the Condominium Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Condominium Corporation, and to direct that loss shall be payable in any manner other than as provided in the Declaration.

7.03 Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Condominium Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) insurance on any additions or improvements made by the Owner to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or other motor vehicles, and for loss of use and occupancy of his Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Condominium Corporation, its manager, agents, employees or servants, and against the other Owners and any tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above; and
- (b) public liability insurance covering any liability of any Owner or any tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Condominium Corporation.

7.04 Indemnification by Owners

Each Owner shall indemnify and save the Condominium Corporation harmless from any loss, damage, injury or liability which the Condominium Corporation may suffer or incur resulting from or caused by any act of omission of such Owner, or any tenant, invitee or licensee of his Unit, to the Common Elements or to any Unit, except for any loss, costs, damage, injury or liability insured against by the Condominium Corporation. Any payments to be made pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner and recoverable as such.

7.05 Indemnity Insurance for Directors and Officers of the Corporation

The Condominium 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 them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties, 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.

7.06 Insurance Trust Agreement

The Condominium Corporation may enter into and maintain an insurance trust agreement with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank. Such agreements shall provide that the trustee shall hold all insurance proceeds in trust in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy and disburse the proceeds in satisfaction of the Condominium Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act. Such an agreement may also contain a provision that where insurance proceeds payable on any one loss, are less than Twenty-Five Thousand (\$25,000.00) Dollars, such proceeds shall be paid directly to the Condominium Corporation pursuant to the direction of the insurance trustee as set forth in the insurance trust agreement, and shall be held in trust and disbursed by the Condominium Corporation as if it were acting as the insurance trustee.

ARTICLE VIII

APPROVAL AUTHORITY REQUIREMENTS

8.01 Approvals

There are no conditions imposed by the approval authority to be included in this Declaration.

ARTICLE IX

MISCELLANEOUS

9.01 Rights of Entry

- (a) The Condominium Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives 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, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Condominium Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Condominium Corporation may enter a Unit at any time without notice, for the purpose of repairing the Unit, Common Elements or 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 or any assets of the Condominium Corporation. The Condominium Corporation or anyone authorized by it, may determine whether such an emergency exists.
- (c) If any Owner or tenant of a Unit shall not be personally present to grant entry to such Unit, the Condominium 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 rights and authority hereby reserved to the Condominium Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the By-Laws.

9.02 Status Certificate

The Condominium Corporation shall provide a Status Certificate to any requesting party who has paid (in advance) the applicable fees charged by the Condominium Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act.

9.03 Invalidity

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

9.04 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws, or Rules of the Condominium 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.

9.05 Notice

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

- (a) to an Owner, by giving same to him, or to any director or officer of the Owner, either personally or by prepaid ordinary mail addressed to him at the address for service given by such Owner for the Condominium Corporation's record, or if no such address has been given to the Condominium Corporation, then to such Owner at his respective Unit;
- (b) to a mortgagee who has notified the Condominium Corporation of his interest in any Unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by prepaid ordinary mail addressed to such mortgagee at the address for service given by such mortgagee to the Condominium Corporation; and
- (c) to the Condominium Corporation, by giving same to any director or officer of the Condominium Corporation, either personally or by prepaid ordinary mail addressed to the Condominium Corporation at its address for service.

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

9.06 Construction of Declaration

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


9.07 Headings

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

DATED at the City of Toronto this 27<sup>th</sup> day of November, 2007.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized.

SIGNED, SEALED AND DELIVERED )  
 in the presence of )  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

1402335 ONTARIO LIMITED  
  
 Abolfazl Mourtazavi - President

I have authority to bind the Corporation

SCHEDULE "A"

PIN: 10143-0536

Part of Lot 45 on Plan 3163 and part of Lot 19, Concession 1 WYS  
designated as Parts 1 and 2 on Plan 66R22599

TOGETHER WITH a right-of-way over part of Lot 45, Plan 3163  
designated as Parts 3, 4 and 5 on Plan 66R22599, until Parts 3, 4 and 5 on Plan 66R22599  
are dedicated as public highway as in AT932395 in favour of Part 1 on Plan 66R22599.

SUBJECT TO an easement in favour of the City of Toronto over Part of Lot 19,  
Concession 1 WYS, designated as Part 2 on Plan 66R22599 as in AT920381.

SUBJECT TO an easement in gross in favour of Rogers Cable Communications Inc.  
as in AT1296726.


Street Limit of Canterbury Place is confirmed by Plan BA1661, registered Plan 11198  
as in NY778101 and BA Plan 867 registered as Plan 10223 as in NY704480

City of Toronto

In our opinion, based on the parcel register and the plans and documents recorded therein, the  
legal description is correct, the described easements will exist in law upon the registration of the  
Declaration and the description, and the Declarant is the registered owner of the property and  
appurtenant interests.

DATED this 25<sup>th</sup> day of January, 2008.

TANZOLA & SORBARA PROFESSIONAL CORPORATION

  
Michael Callahan

SCHEDULE "B"

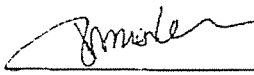
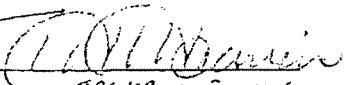
CONSENT

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

1. HSBC Bank Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998, registered as Number AT954106 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. HSBC Bank 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. HSBC Bank Canada postpones the mortgage and the interest under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. HSBC Bank Canada is entitled by law to grant this consent and postponement.

DATED this 17<sup>th</sup> day of December, 2007.

HSBC BANK CANADA

	
Name: VIVIAN LEUNG	TREVOR J. FRANCIS
Title: AVP COMMERCIAL	VP COMMERCIAL

I have the authority to bind the Bank


SCHEDULE "B"CONSENT

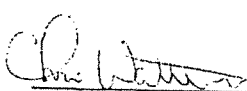
(under clause 7(2)(b) of the *Condominium Act*, 1998)

1. The Guarantee Company of North America has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998, registered as Number AT922258 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. The Guarantee Company of North America consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The Guarantee Company of North America postpones the mortgage and the interest under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. The Guarantee Company of North America is entitled by law to grant this consent and postponement.

DATED this 16<sup>th</sup> day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA

  
Name: PAMELA MARTIN  
Title: SR. SURETY UNDERWRITER

  
Name: CHRIS WATTERS  
Title: SENIOR MANAGER, NATIONAL SURETY

We  
I have the authority to bind the Bank

**SCHEDULE "C"**

Each Residential Unit, Guest Suite Unit, Combined Parking and Bicycle/Storage Unit, Parking Unit, Motorcycle Parking Unit and Bicycle/Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 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 4 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 HIGH-RISE RESIDENTIAL UNITS**

(being Unit 1 on Level 1, Units 1 to 6 inclusive on Level 2, Units 1 to 10 inclusive on Level 3, Units 1 to 15 inclusive on Level 4, Units 1 to 10 inclusive on Levels 5, 6, 7, 8, 9, 10 and 11, Units 1 to 9 inclusive on Levels 12, 13 and 14, Units 1 to 10 inclusive on Level 15, Units 1 to 8 inclusive on Level 16, Units 1, 2 and 3 on Level 17 and Unit 1 on Level 18).

2. **BOUNDARIES OF THE RESIDENTIAL TOWNHOUSE UNITS**

(being Units 2, 3, 4, 5 and 6 on Level 1).

3. **BOUNDARIES OF THE GUEST UNIT**

(being Unit 7 on Level 1).

a) Each Residential Unit and Guest Unit shall be bounded vertically by one or a combination of:

- i) the upper surface and plane of the concrete floor slab.
- ii) the lower surface and plane of the concrete ceiling slab.

b) Each Residential Unit and Guest Unit shall be bounded horizontally by one or a combination of:

- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from the Common Element.
- ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the 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.
- iv) the face and plane of the concrete/concrete block wall and/or the production thereof.
- v) the vertical plane established by the line and face of the concrete walls and/or the production thereof of the garage portion of Units 2, 3, 4, 5 and 6 on Level 1.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 63 inclusive on Level A and Units 1 to 80 inclusive, Units 84 to 97 inclusive and Units 155 & 156 on Level B).

5. **BOUNDARIES OF THE MOTORCYCLE PARKING UNITS**

(being Units 153 and 154 on Level B).

6. **BOUNDARIES OF THE COMBINED PARKING AND BICYCLE/STORAGE UNITS**

(being Unit 64 on Level A and Units 81, 82 and 83 on Level B).

- a) Each Parking Unit, Motorcycle Parking Unit and Combined Parking and Bicycle/Storage Unit shall be bounded vertically by one or a combination of:
- i) the upper surface and plane of the concrete floor slab.
  - ii) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.
  - iii) the lower surface and plane of the concrete ceiling slab.
- b) Each Parking Unit, Motorcycle Parking Unit and Combined Parking and Bicycle/Storage Unit shall be bounded horizontally by one or a combination of:
- i) the face and plane of the concrete/concrete block wall and/or the production thereof.
  - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
  - iii) the vertical plane established by the centre-line of columns and/or the production thereof.
  - iv) the vertical plane established by measurement.
  - v) the vertical plane established by measurement and perpendicular to the concrete wall.
  - vi) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
  - vii) the vertical plane established by connecting structural members.
  - viii) the backside surface and plane of the drywall sheathing and/or the production thereof.
  - ix) the vertical plane established by connecting structural members.
  - x) the unit side surface and plane of the steel wire mesh and frame.



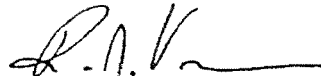
7. BOUNDARIES OF THE BICYCLE/STORAGE UNITS

(being Units 65 to 169 inclusive on Level A and Units 98 to 152 inclusive on Level B).

- a) Each Bicycle/Storage 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 steel wire mesh on the ceiling.
- b) Each Bicycle/Storage Unit shall be bounded horizontally by:
- i) the unit side surface and plane of the concrete or concrete block walls and production.
  - ii) the backside surface and plane of the drywall sheathing and production.
  - iii) the backside surface and plane of the steel wire mesh and frame.
  - iv) the unit side surface and plane of the door and door frame, the said door being in a closed position.

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

Oct. 31, 2007  
Dated

  
R. J. Visser,  
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration, 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"PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE  
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>
1	1	0.680
2	1	1.258
3	1	1.174
4	1	1.114
5	1	1.086
6	1	1.416
7	1	0.001
1	2	0.593
2	2	0.632
3	2	0.548
4	2	0.575
5	2	0.447
6	2	0.447
1	3	0.642
2	3	0.671
3	3	0.389
4	3	0.610
5	3	0.610
6	3	0.546
7	3	0.575
8	3	0.657
9	3	0.368
10	3	0.508
1	4	0.568
2	4	0.483
3	4	0.624
4	4	0.869
5	4	0.598
6	4	0.551
7	4	0.638
8	4	0.601
9	4	0.389
10	4	0.610
11	4	0.546
12	4	0.575
13	4	0.660
14	4	0.368
15	4	0.508
1	5	0.568
2	5	0.497

3	5	0.343
4	5	0.487
5	5	0.455
6	5	0.546
7	5	0.575
8	5	0.657
9	5	0.368
10	5	0.508

1	6	0.568
2	6	0.497
3	6	0.343
4	6	0.487
5	6	0.455
6	6	0.546
7	6	0.575
8	6	0.657
9	6	0.368
10	6	0.508

1	7	0.568
2	7	0.497
3	7	0.343
4	7	0.487
5	7	0.455
6	7	0.546
7	7	0.575
8	7	0.657
9	7	0.368
10	7	0.508

1	8	0.568
2	8	0.497
3	8	0.343
4	8	0.487
5	8	0.455
6	8	0.546
7	8	0.575
8	8	0.657
9	8	0.368
10	8	0.508

1	9	0.568
2	9	0.497
3	9	0.343
4	9	0.487
5	9	0.455
6	9	0.546
7	9	0.575
8	9	0.657
9	9	0.368
10	9	0.508

1	10	0.568
2	10	0.497
3	10	0.343

4	10	0.487
5	10	0.455
6	10	0.546
7	10	0.575
8	10	0.657
9	10	0.368
10	10	0.508
1	11	0.568
2	11	0.497
3	11	0.343
4	11	0.487
5	11	0.455
6	11	0.546
7	11	0.575
8	11	0.657
9	11	0.368
10	11	0.508
1	12	0.568
2	12	0.497
3	12	0.343
4	12	0.487
5	12	0.455
6	12	0.546
7	12	0.575
8	12	1.026
9	12	0.508
1	13	0.568
2	13	0.840
3	13	0.487
4	13	0.455
5	13	0.546
6	13	0.575
7	13	0.657
8	13	0.368
9	13	0.508
1	14	0.568
2	14	0.840
3	14	0.487
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5	14	0.546
6	14	0.575
7	14	0.657
8	14	0.368
9	14	0.508
1	15	0.568
2	15	0.497
3	15	0.343
4	15	0.487

5	15	0.455
6	15	0.546
7	15	0.575
8	15	0.657
9	15	0.368
10	15	0.508
1	16	0.568
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154	B	0.042
155	B	0.056
156	B	0.056

TOTAL PERCENTAGE 100.000

SCHEDULE "E"

Common expenses shall include the following:

- (a) all expenses of the Condominium Corporation incurred by it or the Board in the performance of the objects and duties of the Condominium Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any By-law of the Condominium Corporation;
- (b) all sums of money levied or charged to the Condominium Corporation on account of any and all public and private supplies of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - (i) garbage collection;
  - (ii) insurance premiums;
  - (iii) water and sewage and gas service;
  - (iv) hydro electricity service, unless separately metered for each Unit;
  - (v) waste disposal;
  - (vi) security;
  - (vii) maintenance materials, tools and supplies;
  - (viii) snow removal and landscaping; and
  - (ix) realty taxes (including local improvement charges) unless separately levied against each Unit.
- (c) remuneration payable by the Condominium Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) the cost of maintaining fidelity bonds if provided in the By-Laws;
- (e) all sums of money paid or payable by the Condominium Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Condominium Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Condominium Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial staff;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance, operation, or replacement thereof;
- (g) the cost of borrowing money for the purpose of carrying out the objects and duties of the Condominium Corporation;
- (h) the cost of insurance appraisals;
- (i) the fees and disbursements of any Insurance Trustee;
- (j) all sums of money assessed by the Condominium Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of Common Elements and assets of the Condominium Corporation; and
- (k) any losses, costs, expenses or damages incurred by the Condominium Corporation by reason of a breach of the terms and obligations imposed by the Declaration, the By-Laws or the Rules, committed by any Owner, or the residents, tenants, invitees or licensees of his Unit, and all sums of money paid by the Condominium Corporation to rectify such breach, shall be deemed to be a common expense exclusively of such Owner, and may be recovered by the Condominium Corporation exclusively against such Owner in the same manner as any other common expense.

## SCHEDULE "F"

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

- a) the Owner(s) of Units 1 to 6 inclusive on Level 1 shall have exclusive use of that portion of the Common Elements to which the Unit provides direct access for Patio and Yard areas, as illustrated in heavy outline on Part 2, Sheet 1 of the Description which is designated the same number as the Unit with the prefix letters "FP" and/or "RP".
- b) the Owner(s) of Residential Unit 6 on Level 1, Units 1,5, 6, 7, 8, 9 and 10 on Level 3, Units 1, 2, 3, 4, 5, 6,7, 11, 12, 13, 14, and 15 on Level 4, Units 1, 2, 4, 5, 6, 7, 8, 9 and 10 on Level 5, Units 1, 2, 4, 5, 6, 7, 8, 9 and 10 on Levels 6 to 11 inclusive, Units 1, 2, 4, 5, 6, 7, 8 and 9 on Levels 12, 13 and 14, Units 1, 2, 4, 5, 6, 7, 8, 9 and 10 on Level 15, Units 1, 2, 4, 5, 6, 7 and 8 on Level 16, Units 1, 2 and 3 on Levels 17 and Unit 1 on Level 18, shall each have the exclusive use of a balcony or balconies and/or terrace or terraces to which said Units provide direct and sole access.
- c) the Owner(s) of Residential Units 2, 3, 4, 5, 6 and 7 on Level 4, shall each have the exclusive use of a roof deck to which said Units provide direct and sole access.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE "G" TO DECLARATION FOR A  
STANDARD OR LEASEHOLD 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

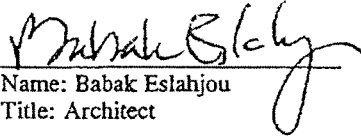
- There are no indoor or outdoor swimming pools.

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 <sup>January</sup> 23 day of ~~November, 2007.~~ 2008

CORE ARCHITECTS INC.

Per:

  
Name: Babak Eslahjou  
Title: Architect

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE "G" TO DECLARATION FOR A  
STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)**

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(Check whichever boxes are applicable)

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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.~~
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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.~~

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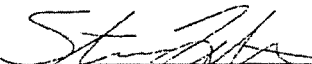
- ~~There are no indoor or outdoor swimming pools.~~



- 11.  ~~Except as otherwise specified in the Regulations, the boundaries of the Units are completed to the dry wall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.~~

DATED this 7 day of November, 2007.

ABLE ENGINEERING INC.

Per: 

Name: Steven Little  
Title: Engineer

