

OFFICE SCHEDULE

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Number / Numéro
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSE

2023/07/12 12:03

Jane Sapich

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 Office/Bureau:
 Toronto

Land Registrar
 Registrateur

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	2985
NEW PROPERTY IDENTIFIER'S BLOCK	76985
RECENTLY :	21055 - 0004, -0384, -0376, -0378
DECLARANT :	462 DEVELOPMENTS INC.

SOLICITOR : Elizabeth LUN		
Brattys LLP		
ADDRESS: 7501 Keele St. Ste 200, Vaughan, ONT L4K 1Y2		
PHONE:	905-760-2600	FAX 905 760-2900

No. OF UNITS **775**

FEES : **\$80.50 + (\$5.00 x 775) = \$3955.50**

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

462 DEVELOPMENTS INC.
(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, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands" or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

(B) The registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act;

(C) The Declarant has constructed a multi-unit building upon the said lands containing the Residential Units, Parking Units and Storage Units all as set out herein together with the Retail Component defined hereto (all of the foregoing hereinafter defined as the "Building");

(D) The Declarant intends that the said lands and interest appurtenant to the land in the description and Schedule "A" of this Declaration, together with the said buildings constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

Section 1 - Definitions

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

- (a) "Board" means the board of directors of the Corporation;
- (b) "By-laws" means the by-laws of the Corporation as same may be passed or amended from time to time;
- (c) "Common Elements" means all the property, except the Units;
- (d) "Common Interest" means the interest in the Common Elements appurtenant to a Unit;
- (e) "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
- (f) "Discharge Agreements" means any one or more agreements with the City of Toronto entered into by the Corporation or any other party on behalf of the Corporation in respect of the discharge of water or groundwater from the Property for the operation of the Building;
- (g) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (h) "Parking Units" means the Units described as Parking Units in Schedule "C" attached hereto, and each is hereinafter called a "Parking Unit";
- (i) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the Common Elements;

- (j) "Proportionate Share" means the percentages described in the Reciprocal Operating Agreement;
- (k) "Reciprocal Operating Agreement" means a certain agreement to be entered into or already entered into between the Corporation and the Retail Component Owner in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the facilities and services described therein;
- (l) "Residential Units" means the Units described as Residential Units in Schedule "C" attached hereto, and each is hereinafter called a "Residential Unit";
- (m) "Retail Component" means the freehold lands legally described as "Retail Lands" in Schedule "A" hereto;
- (n) "Retail Component Owner" means the owner of the Retail Component;
- (o) "Rules" means rules and regulations passed by the Board and becoming effective pursuant to Section 58 of the Act;
- (p) "Storage Units" means the Units described as Storage Units in Schedule "C" attached hereto, and each is hereinafter called a "Storage Unit";
- (q) "Unit" means part or parts of the Property included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within that space in accordance with the declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements therein made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

Section 2 - Statement of Intention

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

Section 3 - Standard Condominium

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

Section 4 - Consent of Encumbrancers

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

Section 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto. Notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

- (a) each Residential Unit shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus, including the complete heating and cooling system that supply any service to that particular Residential Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include;
 - (i) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fans, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Residential Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Residential Unit;
 - (ii) any branch piping extending to, but not including, the common pipe risers;

- (iii) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (b) each Residential Unit shall exclude:
 - (i) all concrete or load bearing structural wood assembly, concrete block or masonry portions of load bearing walls or columns located within any of the Residential Units;
 - (ii) all exterior doors and door frames, exterior windows and window frames;
 - (iii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which do not service that particular Residential Unit;
 - (iv) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
- (c) each Parking Unit and Storage Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit and Storage Unit), and shall also exclude any concrete membranes or coatings, concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Unit and Storage Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls;

Section 6 - Common Interest and Common Expenses Allocation

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

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

- (a) Subject to the provisions of the Act, the Declaration, by-laws and rules, the Owner of each Residential Unit shall have the exclusive use of those parts of the Common Elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or rules of the Corporation.
- (b) Visitor parking shall form part of the Common Elements and shall neither be used by nor sold to Unit owners or be considered part of the exclusive use portions of the Common Elements.

Section 8 - Mailing Address and Address for Service

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

150 Logan Avenue
Toronto, Ontario
M4M 0E4

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

Section 9 - Architect/Engineer Certificates

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

Section 10 - Conditions of the Approval Authority

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

- (a) This development requires and is subject to an existing discharge agreement dated February 1, 2019 between the City of Toronto and the Declarant under Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sewer. Upon registration of the condominium, the Condominium Corporation shall apply to assume the discharge agreement and all of the obligations and rights under it or to enter into a similar, though not necessarily identical, discharge agreement with the City of Toronto pursuant to Chapter 681, as may be amended from time to time, at the discretion of the General Manager, Toronto Water Division.

The agreement contains, without limitation, certain discharge conditions, payment conditions and termination and suspension rights. The conditions set out what may be discharged by the Owner to the particular City sewer identified in the agreement; how much the Owner must pay for this discharge to the City sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Owner to continue to discharge to the City sewer; as well as rights the City of Toronto may have to inspect, test and sample the water being discharged and to suspend or terminate the agreement, in which case the Owner must have and use an alternate method to dispose of the private water.

PART TWO - SPECIFICATION OF COMMON EXPENSES

Section 11 - Meaning of Common Expenses

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

Section 12 - Payment of Common Expenses

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

Section 13 - Reserve Fund

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

Section 14 - Certificate of Common Expenses

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

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

Section 15 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the Common Elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the By-laws, the Rules, the Reciprocal Operating Agreement, and easements and rights registered against the Property. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in the Reciprocal Operating Agreement and any easements and rights registered against the property.
- (b) No Owner shall make any installation or any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.
- (c) Only barbeques fueled by the natural gas system of the Building or electric barbeques will be permitted on any balcony, terrace or patio of the Building, otherwise no barbeques or other cooking devices shall be permitted on any balcony, terrace or patio.
- (d) No Owner or occupant of a Residential Unit shall cause anything to be displayed or hung on the exterior of any walls of any balcony, terrace or patio or the Common Elements, including but not limited to, awnings and/or shutters, banners, flags, slogans, sheets, signs or other items, nor shall any Owner or occupant grow any type of plant, shrubbery, flower, vine or grass on any Common Elements of which he has exclusive use without the prior written consent of the Board.
- (e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or By-laws of the Corporation to the contrary, the Declarant and any entity controlled by, related, associated and/or affiliated thereto (the "Related Company") shall be entitled to erect and maintain signs for marketing/sale purposes upon the Common Elements, and within or outside any unsold Residential Units, pursuant to the Declarant's ongoing marketing program and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use unsold Parking Units, Storage Units and visitor parking spaces, which right will cease forthwith upon the later of (i) the completion of the sale of all Units owned by the Declarant in the Building; (ii) the date by which the Declarant no longer requires any Residential Unit utilized for the purposes of a construction site/service office; (iii) the completion of construction and leasing/sales of the Retail Component; and (iv) the date on which the Declarant has fulfilled all of its obligations under all development/site plan agreements and/or the Ontario New Home Warranties Plan Act with respect to all of the Units and Common Elements.
- (f) No pet, animal, livestock or fowl of any kind shall be kept on any part of the Common Elements or exclusive use common element areas subject to the Rules established by the Board.
- (g) No carpeting or outdoor floor coverings shall be placed on any exclusive use common element area including any balcony, terrace or patio, unless the consent of the Board has been obtained. Balconies, terraces or patios shall not be used for storage of any kind, including, without limitation, bicycles, strollers, carts or buggies, and only furniture that is seasonal is allowed on balconies, terraces and patios.
- (h) Bicycles shall not be taken into the elevators unless in compliance with and subject to Rules to be established by the Board permitting bicycles in designated elevators.

Section 16 - Restricted Access

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as a utilities area, building maintenance or

storage area, a manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the Common Elements used for the care, maintenance or operation of the Property or any part of the Property.

Section 17 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the Residential Units, make any substantial addition, alteration or improvements to or renovation of the Common Elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the Common Elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the Board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of the Easement and Cost Sharing Agreement shall not be considered an addition, alteration, improvement to or renovation of the Common Elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which may require the prior written consent of the Board, shall be maintained in the office of the Corporation at all times, or at such other place as the Board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.

PART FOUR - OWNERSHIP OF PARKING UNITS AND STORAGE UNITS

Section 18 - Restrictions on Disposition of Parking Units and Storage Units

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

- (a) any such sale, transfer or other conveyance is made only to the Declarant, the Retail Component Owner or to any Residential Unit Owner, and with respect to any lease, such lease is made only to the Declarant, the Retail Component Owner, a tenant of the Retail Component or to any Unit Owner or tenant of a Residential Unit;
- (b) the term of any lease of any Parking Unit and Storage Unit to a tenant of a Residential Unit or the Retail Component shall not extend beyond the term of the tenancy of the Residential Unit or applicable premises within the Retail Component;
- (c) every lease in respect of any Parking Unit and Storage Unit shall provide that where the lessee thereof is also an Owner of a Residential Unit and such lessee is deprived of ownership or possession of such Unit, such lease shall revert to the lessor of such Parking Unit or Storage Unit. It shall also provide that where the lessee of such Parking Unit or Storage Unit is also an Owner of a Residential Unit, upon a sale, transfer or conveyance of such Owner's Unit, the leasehold interest in such Parking Unit or Storage Unit must be assigned or transferred to the new Owner or transferee of such Residential Unit or else must revert to the lessor of such Parking Unit or Storage Unit, as the case may be;
- (d) save and except for the rights of the Retail Component Owner to own any Parking Unit or Storage Unit provided for in this Section, no Parking Unit or Storage Unit may be owned

by an Owner unless such Owner owns a Residential Unit, or the Owner is the Corporation or the Declarant; and

- (e) Parking Unit and Storage Units may be sold or transferred to the Retail Component Owner or leased to any owner or tenant of the Retail Component provided that any lease shall not extend beyond the tenancy of any tenant of the Retail Component and every lease shall provide that upon termination or expiry of the tenancy, the lease shall revert back to the Owner of the any Parking Unit or Storage Unit.
- (f) notwithstanding the restrictions set forth above, the Declarant is permitted to sell, transfer, lease or make such other conveyance of a Parking Unit or Storage Unit to a person that is not included in the class of persons listed in subparagraph (a) above (an "Offsite Owner"), and in the event of the Declarant sells, transfers, leases or makes such other conveyance of a Parking Unit or a Storage Unit to an Offsite Owner, none of the aforementioned restrictions in this Section 18 shall apply to any future sales, transfers, leases or other conveyances of any Parking Units or Storage Units that have been conveyed to an Offsite Owner, and such Offsite Owner and any future owners may sell, transfer, lease or otherwise convey any such Parking Units or Storage Units to any parties and this Section 18 shall not apply or restrict same.

PART FIVE - OCCUPATION AND USE OF UNITS

Section 19 - General Use

- (a) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Reciprocal Operating Agreement or any easements or rights registered against the property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, and shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof. The foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the uses permitted in the Section titled "Use of Residential Units", and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the use of any units pursuant to the Section titled "Use of Residential Units".
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the By-laws, the Rules, the Reciprocal Operating Agreement and rights and easements registered against the Property.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the Board and any architect and/or engineer appointed by the Board to review such changes or alterations, in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. The provisions of subparagraphs (d)(i) to (vi) of this Section shall apply to any change or alteration pursuant to this subparagraph (c). In addition, following completion of any change as aforesaid, the Owner shall provide the Board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).
- (d) If an Owner owns two Residential Units on the same level which share a common demising wall, such Owner shall be entitled to enjoy the two Units to create one living area if the following conditions are satisfied:
 - (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
 - (ii) the Owner receives the prior written consent from the Board and any architect and/or engineer appointed by the Board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;
 - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;

- (iv) prior to commencement of any work by a contractor, the Owner shall provide the Board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the Board;
- (v) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
- (vi) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

If an Owner wishes to restore the Units that were combined to create one living area back to two separate living areas then, the provisions of this subparagraph (d) shall apply to such restoration, mutatis mutandis. The foregoing restrictions shall not apply to the Declarant, which party may at any time undertake a combination or separation of units without restriction by the provisions hereof.

- (e) No owner of a unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his unit or the exclusive use portions of the Common Elements other than those that are required in order for the owner to maintain the Unit or the exclusive use portions of the Common Elements pursuant to this Declaration without the prior written consent of the Board, which consent may be arbitrarily withheld and subject to any conditions as the Board may deem relevant.
- (f) No exterior aerial, antenna or satellite dish shall be placed on the Property, including units and Common Elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any of its authorized cable or television service providers.

Section 20 - Use of Residential Units

- (a) Each Residential Unit shall be occupied and used only as a private single family residence in accordance with the By-laws and Rules of the Corporation and any other requirement of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in this Declaration or in any By-laws or Rules hereafter passed or enacted to the contrary, the Owner of a Residential Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including the heating, ventilation and cooling equipment and filters, if any), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration). Any of the foregoing systems which lie outside of the boundaries of a Unit, as monumented in Schedule "C" of this Declaration, shall not be moved or relocated from their original location, including upon replacement of any such systems, without the approval of the Board.
- (c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the buildings. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Installation of any seasonal or holiday lights and decorations shall be subject to approval by the Board, which approval shall include quantity, type, and decoration of any such installations.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his unit without the prior written consent of the Board.
- (e) In order to reduce or eliminate the penetration of sound from one unit to another unit, not

less than sixty percent (60%) of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood, tile or other hard surface flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood, and tile flooring and lay carpeting on at least sixty percent (60%) of the hardwood, tile or hard surface flooring. Prior to removal of any flooring material, the written consent and approval of the Board shall be obtained with respect to the new flooring material and noise attenuation materials below such flooring material.

- (f) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each owner and occupant of a Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the units generally, or as a result of the Retail Component, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building and may occur outside of normal business hours.
- (g) No animal, livestock or fowl of any kind other than those pets defined as being the following: 2 dogs or 2 cats or one of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any residential unit. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any residential unit. Such owner or tenant shall within two weeks of receipt of written notice from the Board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit, and no breeding of animals for sale shall be carried on, in or around any unit.
- (h) Each Residential Unit shall be maintained at a temperature of not less than 8 degrees celsius in order to ensure that no damage occurs to the systems of the Building within the Unit.

Section 21 - Use of Parking Units

- (a) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and By-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair, which does not leak any fluids and is kept in a sightly manner. The Owner of each Parking Unit shall maintain such Unit in a clean and sightly condition and shall remove any oil stains thereon or the Corporation, at the owner's expense, will remove any oily stains that the owner does not remove within the specified time. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the Parking Units in their totality or in groups of Units.
- (b) The following shall apply to any Parking Units designated as accessible parking spaces:
 - (i) At any time that a person with a disability, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a Parking Unit which is not designated as accessible, and provides notice to the Corporation in writing requesting the use of an accessible Parking Unit, the user or any person occupying an accessible Parking Unit, provided that user is not a person with a disability, shall upon notice from the Corporation exchange with the person with a disability the right to occupy the accessible Parking Unit with the Parking Unit that the person with a disability had the right to occupy.
 - (ii) Such exchange of right to uses shall continue until the earlier of (i) the person with a disability ceases to be disabled; or (ii) the person with a disability ceases to have the right to occupy a Parking Unit.
 - (iii) No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.
- (c) Any Parking Unit which contains either a conduit for wiring (the "Conduit") or an electrical receptacle (the "Electrical Receptacle") in order to supply electricity for the purposes of

connecting and charging a motor vehicle that contains an engine that operates in part or solely by an electrical battery (an "Electrical Motor Vehicle") (each being an "Energized Parking Unit") shall be subject to the following terms:

- (i) In the event the Energized Parking Unit contains a Conduit and the Owner and/or occupant thereof wishes to install an Electrical Receptacle, such Owner or occupant shall follow the process set out in the Act and any regulations made thereunder in order to seek and obtain approval for such installation. The Owner or occupant shall be responsible, at its sole cost and expense, to: (i) obtain all approvals, drawings, and specifications; (ii) arrange all equipment that may be required; (iii) pay for all costs and modifications that may be required to install the Electrical Receptacle and connect its motor vehicle thereto; and (iv) pay for all costs arising from any application, agreements, registrations, supervision by the Corporation and/or Declarant, and other items related to the installation of the Electrical Receptacle;
- (ii) The Electrical Receptacle to be installed by the Owner/occupier of the Energized Parking Unit shall be an industry standard receptacle that is commonly used in the City of Toronto for the charging of electrical motor vehicles. The Owner shall be responsible for arranging all equipment that may be required and pay for all costs of installation of the Electrical Receptacle, all subject to the consent and supervision of the Corporation and/or the Declarant and their employees, representatives or agents in relation to any equipment being utilized and any installation and maintenance work to be performed, respectively;
- (iii) Any Owner/occupier of an Energized Parking Unit that connects his Electrical Motor Vehicle into the Electrical Receptacle shall be required to pay to the Corporation, in addition to the monthly common expenses relating to such Unit, a monthly charge to be determined by the Corporation, from time to time, together with the applicable harmonized sales tax thereon, provided that the Corporation shall have the option of installing either metering or pay systems for the metering of any electricity consumption, with the user of such Energized Parking Unit being solely responsible for the costs of all electricity consumed and any metering or billing fees in connection therewith;
- (iv) the Electrical Receptacle can only be used for recharging the battery of an Electrical Motor Vehicle and for no other purpose.

Section 22 - Use of Storage Units

Each Storage Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the Common Elements nor to the services or systems of the Building. The Board may, from time to time, restrict the categories of items that may be stored or used in such Storage Units.

Section 23 - Temporary Model Units/Parking Units/Storage Units/Site/Service Office

Several unsold Residential Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from said model Units and construction site/service office. The Declarant shall be entitled to maintain such model Units and site/service office and any unsold Parking Units and Storage Units, together with all sales displays and signs, until the later of the sale of all of the units and the date on which the Declarant no longer requires the Unit utilized by it for the purpose of a site/service office.

PART SIX - LEASING OF UNITS

Section 24 - Minimum Term of Lease

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

Section 25 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 10 days of entering into the lease or the renewal, as the case may be:

- (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 the form prescribed by section 83 of the Act; and
 - (iii) provide the lessee with a copy of the Declaration, by-laws and rules of the Corporation.
- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

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

Section 26 - Tenant's Liability

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

Section 27 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 28 - Maintenance and Repairs to Unit

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

- (e) At the option of the Corporation, the Corporation may maintain, repair and replace (where applicable), at the cost of the respective Owner(s), the filters forming part of the heating and cooling system; the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or slabs); any hose bibs and any associated piping of any exterior hose bibs, and any exterior electrical receptacles.

Section 29 - Maintenance and Repairs to Common Elements

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

PART EIGHT - INSURANCE

Section 30 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), Common Elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the Board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent. Owners are advised that the Corporation's responsibility to insure against major perils in respect of property damage to a Unit shall be limited, to the extent permitted by the Act, to those elements comprising a 'standard unit' as defined by the Act, and the responsibility to insure units shall not include the responsibility to insure any betterments to Units which are not part of the standard unit, as hereinbefore defined.

(b) Other Insurance

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

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which

shall be subject to the provisions of this Declaration, the insurance trust agreement and the Reciprocal Operating Agreement and shall contain the following provisions:

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

Section 31 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation", or any renewal or renewals thereof, or at such other times as the Board may deem advisable, the Board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the Board can rely on the appraisal obtained pursuant to the Reciprocal Operating Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in the Reciprocal Operating Agreement, the Corporation, its Board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if provided in the Reciprocal Operating Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of

any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured, or by the Insurance Trustee on reasonable notice to the Corporation.

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

Section 32 - Indemnity Insurance

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

Section 33 - Insurance Maintained by the Individual Unit Owners

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

- (a) Insurance on finishings and features which are not covered by the Corporation's policy and do not form part of a 'standard unit' as defined by the Act and on any additions or improvements made by an Owner to his Residential Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Residential Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Residential Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Residential Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Residential Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

Section 34 - Indemnification by Owners

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

Section 35 - Insurance Trust Agreement

The Corporation may enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that such trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in

satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least sixty (60) days notice in writing of the termination date to the Insurance Trustee.

PART NINE - DUTIES OF THE CORPORATION

Section 36 - Duties

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

- (a) to enter into, ratify and assume the Reciprocal Operating Agreement, any easements or utility agreements for the supply of services to the Property and all registered municipal agreements as required by the City of Toronto, and to comply with all of the covenants, conditions, restrictions, agreements, easements, obligations, terms and provisions contained therein and/or registered against the Property or which the Corporation is a party to or bound by, in addition to any requirements set forth in the Act, the Declaration, By-laws and Rules;
- (b) to enter into, ratify, confirm and/or assume any utility agreement as may be required for the operation of the Building, including without limitation, an agreement relating to the supply and distribution of electricity, water and gas to the Building, which includes the entering into of any suite metering agreements;
- (c) to enter into, ratify, confirm and/or assume any agreement(s) or lease(s) as may be required for the leasing and operation of any systems or equipment for the Building, including, without limitation, all automation systems for the Building including, the fitness or amenity equipment, all waste/recycling equipment and components which shall include any actions and documents required by the Declarant or any provider of equipment in respect of any of the foregoing;
- (d) to acquire from the Declarant, upon terms satisfactory to the Declarant and the Corporation, any Parking Units and Storage Units which have not been disposed of by the Declarant;
- (e) to enter into, ratify, confirm and/or assume any one or more Sanitary Discharge Agreements with the City of Toronto as may be required for the operation of the Building;
- (f) upon the request of the Declarant, the Corporation shall forthwith do all things necessary to approve, enter into, register on title, abide by and comply with the terms and provisions of any agreement between the Corporation and an Owner, pursuant to Section 98 of the Act whereby the Declarant (or any Related Company) shall be entitled to make additions, alterations and improvements to the Common Elements; and
- (g) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements and assets of the Corporation, including, without limitation, the removal of graffiti and other unsightly demarcations from the exterior of the Building within 10 working days of any such occurrence.

PART TEN - GENERAL MATTERS

Section 37 - Check Metering of Utilities

- (a) The Corporation may contract for the purchase of any utility from the appropriate utility provider. Additionally, each Owner may be required to contract with a local distribution company, a private retailing company and/or from a metering company for the supply of any utility to the Unit. Utilities consumed in each Unit may be measured by a suite metering system (a "SMS") operated by the company that installed the SMS (the "Metering Company") and may be invoiced to such Owner by the Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Unit Owner and the Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Residential Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result

that it shall no longer from such time be liable to the other party(ies) to any agreements for any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Residential Unit Owner, as the case may be, shall assume all such liabilities and obligations from such date.

- (b) Each Owner shall receive and be responsible for payment of the invoice with respect to the consumption of such utilities for his/her Unit. The Owner shall remit payment to the relevant Metering Company for utility consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the Condominium. For greater certainty, the cost of such utility consumption within the Residential Units shall not form part of the common expenses.
- (c) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Residential Unit Owner contracts directly with the utility supplier:
 - (i) any monies owing with respect to invoices for any utility consumption described in this Section and not paid to the relevant Metering Company by the Owner according to the terms of the invoice, shall be paid by the Corporation to such Metering Company and shall thereupon be a debt owed by the Owner of the Unit and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for such utility consumption at a rate set out herein for arrears owing to the Corporation;
 - (ii) in the event a Unit Owner is in default of payment of invoices to the Metering Company, as a condition of being supplied or continuing to be supplied with such utility, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two months common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of such utility; and
 - (iii) the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of such utility to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien for arrears against the Unit.
- (d) Residential Unit Owners shall be responsible for all fees associated with any metering or check metering of utilities consumed within the Residential Units.

Section 38 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Reciprocal Operating Agreement or to carry out any duty imposed by such agreement or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the Common Elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the Common Elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the Board shall have the right to enter any Unit and any exclusive use common

element areas appurtenant to any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect: (i) any part of the Building (including without limitation, the maintenance, repair and replacement of any windows, doors); (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the Common Elements; (iii) any manholes, hatches, service connections, or other access points connecting to any Building facilities and services, including without limitation, stormwater retention systems. For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner.

- (e) Any supplier of a utility is entitled to enter any Unit and the Common Elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the Common Elements.
- (f) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph (c) of this Section, the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (g) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (h) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

Section 39 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a substantial indemnity basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of the Mortgages Act R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such

court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

Section 40 - Invalidity

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

Section 41 - Waiver

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

Section 42 - TTC Notices

- (a) By way of the City of Toronto Site Plan Agreement, each Owner acknowledges and agrees that:
- (i) The proximity of the proposed development to the Toronto Transit Commission infrastructure may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as the "Interferences") to the development;
 - (ii) The City of Toronto and the Toronto Transit Commissions will not accept responsibility for such effects on any of the development and/or its occupants;
 - (iii) It had been advised by the Toronto Transit Commission to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the development;
 - (iv) A Toronto Transit Commission Interferences warning clause, as provided in Section (b) below and satisfactory to the Toronto Transit Commission, has been or shall be inserted into all rental agreement(s) and/or offers of purchase and sale or lease and condominium declaration(s) for each unit.
- (b) The Purchaser and/or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 462 Eastern Avenue (the "Development") to TTC operations, presently in existence or subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke, particulate matter or other interferences (collectively referred to as "Interferences") on or to the Development and despite the inclusion of control features within the Development, Interferences from transit operations or construction activity may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Commissioners, officers, employees, successors and assigns, from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser and/or Lessee acknowledges and agrees that an Interferences clause substantially similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.

Section 43 - Retail Component Notices

- (a) The Owners and the Corporation acknowledge and agree that odour, emissions and/or noise emanating from any of the Retail Component may cause inconvenience and/or disturbance to the Owners and occupants of the Condominium. The Owners and the Corporation acknowledge and agree that no claim of any kind shall be made against (i) the Declarant and the owners of the Retail Component and their respective successors and assigns; (ii) any company or entity related or affiliated to the foregoing; and (iii) any officer, director, shareholder or employee of such entities arising from the use of the Retail Component, provided such use is in compliance with the applicable by-laws

relating thereto. The Owners and the Corporation acknowledge and agree that this covenant may be pleaded as a complete defence to any action commenced by the Owners or any of them, and/or the Corporation.

- (b) Each of the Owners, the Corporation and any occupants and lessees of the Building specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 462 Eastern Avenue and 150 Logan Avenue (the "Development") to TTC transit operations may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as "Interferences") to the Development and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Owners, the Corporation and any occupants and lessees hereby release and agree that no claim of any kind shall be made against (i) the Declarant, any company or entity related or affiliated to the Declarant, and any officer, director, shareholder or employee of the Declarant arising or resulting from any and all Interferences. Furthermore each of the Owners, the Corporation and any occupants and lessees acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.

Section 44 - Notice

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

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

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day (being any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario) following the day on which it was mailed.

Section 45 - Construction of Declaration

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

Section 46 - Headings

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

Executed this 28 day of June, 2023.

462 DEVELOPMENTS INC.

Per: 

Name: Stephen Price

Title: Authorized Signing Officer

I have the authority to bind the corporation.

SCHEDULE 'A'**LEGAL DESCRIPTION**

In the City of Toronto, being comprised of all of Lots 28, 29, 30 and 101 to 104 inclusive and part of Lots 27 and 31 to 38 inclusive and part of Lane lying north of Lots 31 to 38 inclusive and west of Lots 27 to 30 inclusive (closed by By-Law No. 12392), Plan M-19, designated as **PARTS 1, 5 to 12 inclusive and 19** on Reference Plan 66R-33185, being part of PIN 21055-0004(LT), part of Lot 25, Plan M-19, designated as **PART 20** on Reference Plan 66R-33185, being all of PIN 21055-0374(LT), part of Lot 26, Plan M-19, designated as **PART 21** on Reference Plan 66R-33185, being all of PIN 21055-0376(LT), and part of Lots 26 and 27 and part of Lane lying west of Lot 27 (dedicated as Lane by By-Law No. 12392, stopped up and closed by By-Law No. 200-77, Instrument No. A625118), Plan M-19, designated as **PARTS 22 and 23** on Reference Plan 66R-33185, being all of PIN 21055-0378(LT), hereinafter collectively referred to as the **RESIDENTIAL CONDOMINIUM LANDS**.

For the purposes of this Schedule 'A', the lands described as in the City of Toronto, being comprised of part of Lots 31 to 38 inclusive and part of Lane lying north of Lots 31 to 38 inclusive and west of Lots 27 to 30 inclusive (closed by By-Law No. 12392), Plan M-19, designated as **PARTS 2, 3, 4 and 13 to 18 inclusive** on Reference Plan 66R-33185, being part of PIN 21055-0004(LT), are hereinafter referred to as the **COMMERCIAL LANDS**.

SUBJECT TO an easement over the **RESIDENTIAL CONDOMINIUM LANDS** in favour of Enbridge Gas Inc. as set out in Instrument No. AT5602759.

SUBJECT TO an easement over the **RESIDENTIAL CONDOMINIUM LANDS** in favour of Rogers Communications Inc. as set out in Instrument No. AT5966733.

SUBJECT TO an easement over part of the **RESIDENTIAL CONDOMINIUM LANDS**, designated as **PART 9** on Reference Plan 66R-33185, in favour of Bell Canada as set out in Instrument No. AT6336125.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, servicing, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated or to be situated within the **COMMERCIAL LANDS**, including, but not limited to, where practical and where applicable, for works related to installing, maintaining, operating, altering, repairing, replacing and inspecting any retaining walls, street lighting, water, sanitary sewer, storm sewer outfall, rain barrels, structural support grading, noise attenuation works, acoustic fencing, parking, low impact development features and amenity areas, together with all appurtenances relating thereto, at those times as may be prescribed by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement shall not materially interfere with the construction, location and use of the building and other improvements situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, placement, replacement, maintenance, service and inspection of all parts of the buildings, any utilities and services, installations, any signage, landscaping features, and appurtenances and other improvements relating thereto serving the **COMMERCIAL LANDS**, and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure, expansion joints, exterior precast concrete, bollard guards, windows and other similar construction materials and/or installations as comprise part of such buildings, including any ancillary areas, situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, as reasonably necessary for the operation of buildings, utilities and services situated or to be situated within the **COMMERCIAL LANDS**, at those times as may be prescribed by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement

SCHEDULE 'A'**LEGAL DESCRIPTION**

shall not materially interfere with the construction, location and use of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of accessing, locating, constructing, installing, maintaining, operating, altering, expanding, repairing, periodic testing, replacing, removing, inspecting and connecting to utilities and services that are necessary to the operation of the buildings situated or to be situated within the **COMMERCIAL LANDS**, including, but not limited to, all manner of:

- a) fresh air intake systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving free flow and supply of fresh air and ventilation, without limitation, in, on, along, across and through such systems and all stairwells;
- b) air exhaust systems including, but not limited to, kitchen exhaust ducts and vents, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of providing the free flow of air exhaustion and ventilation, without limitation, in, on, along, across and through such systems;
- c) telecommunications systems including, but not limited to, and without in any way limiting the generality of the foregoing any telephone, television, internet and cable duct banks, fibre optics, cable trays, security cameras, sensors, servers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all communication rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving telecommunications, without limitation, in, on, along, across and through such systems;
- d) life safety systems including, but not limited to, and without in any way limiting the generality of the foregoing any fire protection systems, fire sprinkler systems, fire suppression systems, fire alarm devices, automatic transfer switches, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all Central Alarm and Control Facility (CACF) rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving fire alarm and prevention and sprinkler service, without limitation, in, on, along, across and through such systems;
- e) electrical systems including, but not limited to, and without in any way limiting the generality of the foregoing any transformers, meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving electrical services, without limitation, in, on, along, across and through such systems;
- f) mechanical systems including, but not limited to, window washing equipment, elevator systems, grease/oil interceptors and traps, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all mechanical and elevator machine rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving mechanical services, without limitation, in, on, along, across and through such systems;
- g) water, sanitary, storm and gas systems including, but not limited to, watermain systems and pumps, sanitary and storm drainage systems, stormwater management storage facilities, stormwater tanks, jellyfish stormwater treatment filtration systems, stormwater management chambers, stormceptors, oil grit separators, gas systems, plumbing systems and private water (foundation drain), and without in any way limiting the generality of the foregoing any groundwater pumping sampling ports, groundwater discharge pipes, groundwater pumps, storm pumps, filter cartridges, filtration devices, flow meters, sampling access points and ports, sanitary discharge meters, test ports, sensors, utility check meters, sump pumps and pits, inspection chambers, cisterns, trenches, drains, siamese connections, waterproofing membranes, gas lines, gas meters and regulating stations, meters, connection cables,

SCHEDULE 'A'

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conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all utilities rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving water, sanitary and storm drainage, overland flow, surface runoff, sewage disposal, gas, without limitation, in, on, along, across and through such systems;

- h) heating and cooling systems, including, but not limited to, HVAC (heating, ventilation and air conditioning) systems, refrigeration condensers/compressors and processing equipment systems, chillers (on the ceiling of Level A of the building), insulation systems, air handling units and make-up air units, and without in any way limiting the generality of the foregoing any heat pumps, base building loops, condensers, boilers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving heating, ventilation and air conditioning, without limitation, in, on, along, across and through such systems;

together with all appurtenances relating thereto as may be necessary from time to time to provide for such utilities and services to any parts of the buildings and other improvements situated or to be situated within the **COMMERCIAL LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure, windows and other similar installations within the **RESIDENTIAL CONDOMINIUM LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location and use of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, with such work to be carried out at those times as may be prescribed by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all appurtenances relating thereto situated or to be situated within the **COMMERCIAL LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of emergency pedestrian egress in and through the exit stairwells and corridors of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements on Levels 1 and A** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress in, over and along the at-grade driveway, designated exterior walkways, underground garage ramp, underground garage drive aisles, underground garage walkways, underground garage exit stairwells, corridors, vestibules and elevator lobbies situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, including for the purpose of transporting goods and materials. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements on Levels 1 and A** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian and where practical, vehicular (including, garbage tractor, garbage and recycling collection vehicles, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress in, over and along the at-grade driveway, designated exterior walkways, underground garage ramp, underground garage drive aisles, underground garage walkways, corridors and vestibules situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of transporting garbage, recycling materials, organics, oversized refuse and containers to and from the designated at-grade loading area. This easement is subject to reasonable

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interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over part of the **RESIDENTIAL CONDOMINIUM LANDS**, designated as **PARTS 5 and 6** on Reference Plan 66R-33185, in favour of the **COMMERCIAL LANDS**, for access to and use of the designated at-grade loading area and staging area (including loading spaces, loading facilities, refuse collection areas, refuse/recycling storage areas contained therein), and for greater certainty, to permit pedestrian and where practical, vehicular ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics, oversized refuse and containers and/or to facilitate moving and deliveries within said designated at-grade loading area and staging area. The owner(s) of the **RESIDENTIAL CONDOMINIUM LANDS** shall provide access to and use of the designated at-grade loading area and staging area as reasonably necessary to the operations and maintenance of the buildings contained within the **COMMERCIAL LANDS**. This easement does not permit the owner(s) of the **COMMERCIAL LANDS**, their successors in title and assigns, their agents, servants, assignees, contractors, employees and licensees, to park vehicles or store garbage, recycling materials, organics, oversized refuse and containers within any portion of the **RESIDENTIAL CONDOMINIUM LANDS** other than within the designated at-grade loading area and staging area on a short-term basis on designated garbage or recycling pick-up days. Notwithstanding, this easement does permit temporary parking within the designated at-grade loading area on a short-term basis in connection with facilitating moving and deliveries for the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for temporary parking of vehicles in connection with garbage/recycling collection for the **RESIDENTIAL CONDOMINIUM LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over part of the **RESIDENTIAL CONDOMINIUM LANDS**, designated as **PARTS 9 and 23** on Reference Plan 66R-33185, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian ingress and egress in, over and along the at-grade driveway, designated exterior walkway and designated corridor for transporting garbage, recycling materials, organics, oversized refuse and containers and/or to facilitate moving and deliveries to and from **PARTS 5 and 6** on Reference Plan 66R-33185, being the designated shared at-grade loading area and staging area. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over part of the **RESIDENTIAL CONDOMINIUM LANDS**, designated as **PARTS 7, 8, 10, 11, 12 and 19** on Reference Plan 66R-33185, in favour of the **COMMERCIAL LANDS**, for use of the shared service and utility rooms on Levels 1, 9, A and B (being the electrical room, CACF room, elevator control room, telecom room, water entry room and mechanical room contained therein) as reasonably necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements on Levels 1 to 9 inclusive, A and B** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian and vehicular ingress and egress, where practical, for access to and from the shared service and utility rooms on Levels 1, 9, A and B, designated as **PARTS 7, 8, 10, 11, 12 and 19** on Reference Plan 66R-33185 (being the electrical room, CACF room, elevator control room, telecom room, water entry room and mechanical room contained therein) as reasonably necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements on Level A** of the **RESIDENTIAL CONDOMINIUM LANDS**, including any unused areas and dead spaces on Level A, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian (including, without limitation, equipment, materials, machinery and personnel contained therein) ingress and egress as reasonably necessary for access and to facilitate, effect, inspect, repair, maintain, service, replace, alter, operate, construct and install for leasehold improvements including, but not limited to, new HVAC equipment, condensers and appurtenances, utilities and services (including, without limitation, plumbing, drainage, electrical, ducting, gas lines, heating and sprinklers) and mechanical systems (including, without limitation, fire prevention, suppression and control) servicing the **COMMERCIAL LANDS** and

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passing through the **RESIDENTIAL CONDOMINIUM LANDS** (provided that a minimum 2.1 metres clearance from the underside of any such systems and installations be maintained in the vicinity of drive aisles), and to further allow the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete block or masonry wall or drywall enclosure or other similar installations to facilitate such work. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO an easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for use in connection with access to, installation, placement, inspection, maintenance, repair and replacement of signage as reasonably necessary for the commercial operations contained within the **COMMERCIAL LANDS**, including, but not limited to, the right to hang signage underneath the exterior soffit of the building situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **RESIDENTIAL CONDOMINIUM LANDS**.

RESERVING/SUBJECT TO a temporary easement over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, in favour of the **COMMERCIAL LANDS**, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, equipment, materials, machinery and personnel associated therewith) ingress and egress to facilitate the construction of the buildings, structures and appurtenant services to be constructed within the **COMMERCIAL LANDS**, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of twenty (20) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the said buildings, structures and appurtenant services, and such temporary easement being subject to reasonable interruption for maintenance, repair, construction and reconstruction requirements of the **RESIDENTIAL CONDOMINIUM LANDS**.

TOGETHER WITH an easement over the **COMMERCIAL LANDS**, in favour of the **RESIDENTIAL CONDOMINIUM LANDS**, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, servicing, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, including, but not limited to, where practical and where applicable, for works related to installing, maintaining, operating, altering, repairing, replacing and inspecting any retaining walls, street lighting; water, sanitary sewer, storm sewer outfall, rain barrels, structural support grading, noise attenuation works, acoustic fencing, parking, low impact development features and amenity areas, together with all appurtenances relating thereto, at those times as may be prescribed by the owner(s) of the **COMMERCIAL LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **COMMERCIAL LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement shall not materially interfere with the day to day operations of the business(es) and uses operating or to be operating within the **COMMERCIAL LANDS** or with the construction, location and use of the buildings and other improvements situated or to be situated within the **COMMERCIAL LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **COMMERCIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, c.19 in respect of the **COMMERCIAL LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement over the **COMMERCIAL LANDS**, in favour of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, placement, replacement, maintenance, service and inspection of all parts of the buildings, any utilities and services, installations, landscaping features, and appurtenances and other improvements relating thereto serving the **RESIDENTIAL CONDOMINIUM LANDS**, and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure, expansion joints, exterior precast concrete, bollard guards, windows and other similar construction materials and/or installations as comprise part of such buildings, including any ancillary areas, situated or to be situated within the **COMMERCIAL LANDS**, as reasonably necessary for the operation of buildings, utilities and services situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, at those times as may be prescribed by the owner(s) of the **COMMERCIAL LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any

SCHEDULE 'A'

LEGAL DESCRIPTION

time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **COMMERCIAL LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement shall not materially interfere with the day to day operations of the business(es) and uses operating or to be operating within the **COMMERCIAL LANDS** or with the construction, location, and use of the buildings situated or to be situated within the **COMMERCIAL LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **COMMERCIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, c.19 in respect of the **COMMERCIAL LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement over the **COMMERCIAL LANDS**, in favour of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of accessing, locating, constructing, installing, maintaining, operating, altering, expanding, repairing, periodic testing, replacing, removing, inspecting and connecting to utilities and services that are necessary to the operation of the buildings situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, including, but not limited to, all manner of:

- a) fresh air intake systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving free flow and supply of fresh air and ventilation, without limitation, in, on, along, across and through such systems and all stairwells;
- b) air exhaust systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of providing the free flow of air exhaustion and ventilation, without limitation, in, on, along, across and through such systems;
- c) telecommunications systems including, but not limited to, and without in any way limiting the generality of the foregoing any telephone, television, internet and cable duct banks, fibre optics, cable trays, security cameras, sensors, servers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all communication rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving telecommunications, without limitation, in, on, along, across and through such systems;
- d) life safety systems including, but not limited to, and without in any way limiting the generality of the foregoing any fire protection systems, fire sprinkler systems, fire suppression systems, fire alarm devices, automatic transfer switches, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all Central Alarm and Control Facility (CACF) rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving fire alarm and prevention and sprinkler service, without limitation, in, on, along, across and through such systems;
- e) electrical systems including, but not limited to, and without in any way limiting the generality of the foregoing any transformers, meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of electrical services, without limitation, in, on, along, across and through such systems;
- f) mechanical systems including, but not limited to, window washing equipment, elevator systems, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all mechanical and elevator machine rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving mechanical services, without limitation, in, on, along, across and through such systems;
- g) water, sanitary, storm and gas systems including, but not limited to, watermain systems and pumps, sanitary and storm drainage systems, stormwater management storage facilities, stormwater tanks, jellyfish stormwater treatment filtration systems, stormwater management chambers, stormceptors, oil grit separators, gas systems, plumbing systems and private

SCHEDULE 'A'

LEGAL DESCRIPTION

water (foundation drain), and without in any way limiting the generality of the foregoing any groundwater pumping sampling ports, groundwater discharge pipes, groundwater pumps, storm pumps, filter cartridges, filtration devices, flow meters, sampling access points and ports, sanitary discharge meters, test ports, sensors, utility check meters, sump pumps and pits, inspection chambers, cisterns, trenches, drains, siamese connections, waterproofing membranes, gas lines, gas meters and regulating stations, meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all utilities rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving water, sanitary and storm drainage, overland flow, surface runoff, sewage disposal, gas, without limitation, in, on, along, across and through such systems;

- h) heating and cooling systems, including, but not limited to, HVAC (heating, ventilation and air conditioning) systems, insulation systems, air handling units and make-up air units, and without in any way limiting the generality of the foregoing any heat pumps, base building loops, condensers, boilers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving heating, ventilation and air conditioning, without limitation, in, on, along, across and through such systems;

together with all appurtenances relating thereto as may be necessary from time to time to provide for such utilities and services to any parts of the buildings and other improvements situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure, windows and other similar installations within the **COMMERCIAL LANDS** to facilitate such work provided that same does not cause any material interference with the construction, location and use of the buildings situated or to be situated within the **COMMERCIAL LANDS** and does not impair in any manner whatsoever the structural integrity of the buildings situated or to be situated within the **COMMERCIAL LANDS**, with such work to be carried out at those times as may be prescribed by the owner(s) of the **COMMERCIAL LANDS** acting reasonably (except in the case of emergency in which case the easement may be exercised at any time), and further subject to the reasonable requirements imposed from time to time by the owner(s) of the **COMMERCIAL LANDS**, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement shall not materially interfere with the day to day operations of the business(es) and uses operating or to be operating within the **COMMERCIAL LANDS**. This easement is subject to reasonable interruption from time to time for maintenance, repair, construction and reconstruction of the **COMMERCIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, c.19 in respect of the **COMMERCIAL LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement over the **COMMERCIAL LANDS**, in favour of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all appurtenances relating thereto situated or to be situated within the **RESIDENTIAL CONDOMINIUM LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, c.19 in respect of the **COMMERCIAL LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

TOGETHER WITH an easement over the **COMMERCIAL LANDS**, in favour of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of emergency pedestrian egress in and through the exit stairwells and corridors of the buildings situated or to be situated within the **COMMERCIAL LANDS**. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, c.19 in respect of the **COMMERCIAL LANDS**, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described will exist in law upon the registration of the

SCHEDULE 'A'

LEGAL DESCRIPTION

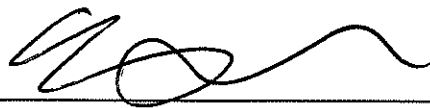
Declaration and Description and the Declarant is the registered owner of the land and appurtenant interests.

BRATTYS LLP
Barristers and Solicitors
and duly authorized representatives of
462 DEVELOPMENTS INC.

July 5, 2023

Dated

per: _____



Elizabeth Lun

SCHEDULE "B"


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

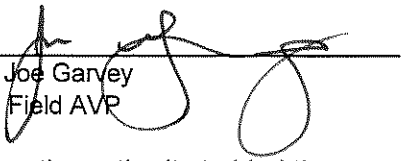
CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF
SUBSECTION 2 OF SECTION 7 OF THE ACT

1. Travelers Insurance Company of Canada has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number AT5120886 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Travelers Insurance Company of Canada consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed this 28th day of June, 2023.

**TRAVELERS INSURANCE COMPANY OF
CANADA**

Per: 
 Name: Howard P. Friedman
 Title: Vice President & CUO

Per: 
 Name: Joe Garvey
 Title: Field AVP


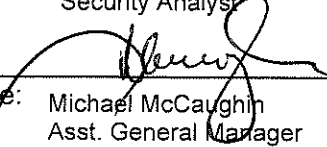
I/We have the authority to bind the corporation.

SCHEDULE "B"

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

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

1. Canadian Imperial Bank of Commerce has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number AT5200078 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Canadian Imperial Bank of Commerce consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed this 28 day of June, 2023.**CANADIAN IMPERIAL BANK OF COMMERCE**Per: 
Name: Rashmi Mishra
Title: Security AnalystPer: 
Name: Michael McCaughin
Title: Asst. General Manager

I/We have the authority to bind the Bank.

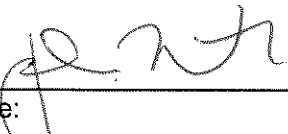
SCHEDULE "B"

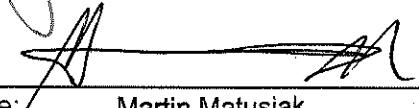
THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

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

1. Coast Capital Savings Federal Credit Union has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number AT5391625 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Coast Capital Savings Federal Credit Union consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed this 28 day of June, 2023.**COAST CAPITAL SAVINGS FEDERAL
CREDIT UNION**

Per: 
 Name: John Muth
 Title: Senior Manager
Loan Syndications & Mezzanine Financing

Per: 
 Name: Martin Matusiak
 Title: Senior Manager
Commercial Real Estate

I/We have the authority to bind the corporation.

SCHEDULE 'C'

'UNIT BOUNDARIES'

Each Residential Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines as shown the description Part 1, Sheets 1 to 10 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Parking Units and Storage Units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 10 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 33 inclusive on Level 1, Units 1 to 34 inclusive on Level 2, Units 1 to 38 inclusive on Level 3, Units 1 to 50 inclusive on Level 4, Units 1 to 45 inclusive on Level 5, Units 1 to 38 inclusive on Level 6, Units 1 to 35 inclusive on Level 7 and Units 1 to 12 inclusive on Level 8)
 - a) **Each Residential Unit shall be bounded vertically by:**
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/of the horizontal production thereof.
 - b) **Each Residential Unit shall be bounded horizontally by:**
 - i) The backside face of the drywall sheathing and production thereof.
 - ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

In the vicinity of ducts, pipe spaces and masonry walls, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and masonry walls.

- 2) **BOUNDARIES OF THE PARKING UNITS**
(Being Units 1 to 65 inclusive on Level A and Units 1 to 139 inclusive on Level B)
 - a) **Each Parking Unit shall be bounded vertically by:**
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor.
 - b) **Each Parking Unit shall be bounded horizontally by:**
 - i) The vertical plane established by measurements.
 - ii) The surface and plane of the masonry wall or column and/or the production thereof.
 - iii) The vertical plane established by the line and face of the columns and/or production thereof
 - iv) The vertical plane established by the centreline of the columns and/or walls and the production thereof.
 - v) The vertical plane established by measurements and perpendicular to the face of the masonry wall or column.
 - vi) The vertical plane controlled by the midpoint of the column face and being perpendicular to the masonry wall or column.
 - vii) The vertical plane parallel to the face of wall or column and controlled by measurement(s) shown on the plan.

3) **BOUNDARIES OF THE STORAGE UNITS**

(Being Units 35 to 71 inclusive on Level 2, Units 39 to 56 inclusive on Level 3, Units 51 to 68 inclusive on Level 4, Units 46 to 63 inclusive on Level 5, Units 36 to 52 inclusive on Level 7, Units 66 to 149 inclusive on Level A and Units 140 to 233 inclusive on Level B)

a) **Each Storage Unit shall be bounded vertically by:**

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The lower surface and plane of the concrete ceiling slab and/of the horizontal production thereof.
- iii) The interior surface and plane of the steel wire mesh.

b) **Each Storage Unit shall be bounded horizontally by:**

- i) The backside face of the drywall sheathing and production thereof.
- ii) The surface and plane of the masonry wall or column and/or the production thereof.
- iii) The interior surface and plane of the steel wire mesh.

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 10 inclusive of the Description.

May 9, 2023
Date



Waldemar Golinski
Ontario Land Surveyor

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
RESIDENTIAL UNITS:	1	1	0.4233093	0.4233093
	2	1	0.4534617	0.4534617
	3	1	0.4534617	0.4534617
	4	1	0.4534617	0.4534617
	5	1	0.4534617	0.4534617
	6	1	0.4534617	0.4534617
	7	1	0.4534617	0.4534617
	8	1	0.4162606	0.4162606
	9	1	0.2478768	0.2478768
	10	1	0.2737217	0.2737217
	11	1	0.2815535	0.2815535
	12	1	0.2815535	0.2815535
	13	1	0.2795956	0.2795956
	14	1	0.2795956	0.2795956
	15	1	0.2322131	0.2322131
	16	1	0.2815535	0.2815535
	17	1	0.2815535	0.2815535
	18	1	0.2764629	0.2764629
	19	1	0.2764629	0.2764629
	20	1	0.2815535	0.2815535
	21	1	0.2815535	0.2815535
	22	1	0.2815535	0.2815535
	23	1	0.2815535	0.2815535
	24	1	0.3649623	0.3649623
	25	1	0.4370149	0.4370149
	26	1	0.4534617	0.4534617
	27	1	0.4534617	0.4534617
	28	1	0.4534617	0.4534617
	29	1	0.4534617	0.4534617
	30	1	0.4499374	0.4499374
	31	1	0.4499374	0.4499374
	32	1	0.4534617	0.4534617
	33	1	0.4534617	0.4534617
RESIDENTIAL UNITS:	1	2	0.4855721	0.4855721
	2	2	0.3539978	0.3539978
	3	2	0.3539978	0.3539978
	4	2	0.3539978	0.3539978
	5	2	0.3539978	0.3539978
	6	2	0.3073985	0.3073985
	7	2	0.2756797	0.2756797
	8	2	0.3630043	0.3630043
	9	2	0.4244840	0.4244840
	10	2	0.2525758	0.2525758
	11	2	0.2482683	0.2482683
	12	2	0.2745049	0.2745049
	13	2	0.2745049	0.2745049
	14	2	0.2725469	0.2725469
	15	2	0.2725469	0.2725469
	16	2	0.2232066	0.2232066
	17	2	0.2451356	0.2451356
	18	2	0.3269780	0.3269780
	19	2	0.2662815	0.2662815
	20	2	0.3978559	0.3978559
	21	2	0.2745049	0.2745049
	22	2	0.2745049	0.2745049
	23	2	0.2694142	0.2694142
	24	2	0.2694142	0.2694142
	25	2	0.2745049	0.2745049
	26	2	0.2745049	0.2745049
	27	2	0.2745049	0.2745049
	28	2	0.2745049	0.2745049
	29	2	0.3864998	0.3864998
	30	2	0.4287915	0.4287915
	31	2	0.3947232	0.3947232
	32	2	0.4499374	0.4499374
	33	2	0.3140555	0.3140555
	34	2	0.4174354	0.4174354
STORAGE UNITS:	35	2	0.0173385	0.0173385
	36	2	0.0173385	0.0173385
	37	2	0.0173385	0.0173385
	38	2	0.0173385	0.0173385
	39	2	0.0173385	0.0173385
	40	2	0.0173385	0.0173385
	41	2	0.0173385	0.0173385
	42	2	0.0173385	0.0173385
	43	2	0.0173385	0.0173385
	44	2	0.0173385	0.0173385
	45	2	0.0173385	0.0173385

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	46	2	0.0173385	0.0173385
	47	2	0.0173385	0.0173385
	48	2	0.0173385	0.0173385
	49	2	0.0173385	0.0173385
	50	2	0.0173385	0.0173385
	51	2	0.0173385	0.0173385
	52	2	0.0173385	0.0173385
	53	2	0.0173385	0.0173385
	54	2	0.0173385	0.0173385
	55	2	0.0173385	0.0173385
	56	2	0.0173385	0.0173385
	57	2	0.0173385	0.0173385
	58	2	0.0173385	0.0173385
	59	2	0.0173385	0.0173385
	60	2	0.0173385	0.0173385
	61	2	0.0173385	0.0173385
	62	2	0.0173385	0.0173385
	63	2	0.0173385	0.0173385
	64	2	0.0173385	0.0173385
	65	2	0.0173385	0.0173385
	66	2	0.0173385	0.0173385
	67	2	0.0173385	0.0173385
	68	2	0.0173385	0.0173385
	69	2	0.0173385	0.0173385
	70	2	0.0173385	0.0173385
	71	2	0.0173385	0.0173385
RESIDENTIAL UNITS:	1	3	0.2533590	0.2533590
	2	3	0.2745049	0.2745049
	3	3	0.2745049	0.2745049
	4	3	0.2745049	0.2745049
	5	3	0.2745049	0.2745049
	6	3	0.2745049	0.2745049
	7	3	0.2713722	0.2713722
	8	3	0.2748965	0.2748965
	9	3	0.4847890	0.4847890
	10	3	0.2745049	0.2745049
	11	3	0.2745049	0.2745049
	12	3	0.2725469	0.2725469
	13	3	0.2725469	0.2725469
	14	3	0.3966811	0.3966811
	15	3	0.3426416	0.3426416
	16	3	0.3269780	0.3269780
	17	3	0.3269780	0.3269780
	18	3	0.3978559	0.3978559
	19	3	0.2745049	0.2745049
	20	3	0.2745049	0.2745049
	21	3	0.2694142	0.2694142
	22	3	0.2694142	0.2694142
	23	3	0.2745049	0.2745049
	24	3	0.2745049	0.2745049
	25	3	0.2745049	0.2745049
	26	3	0.2514011	0.2514011
	27	3	0.3900241	0.3900241
	28	3	0.4287915	0.4287915
	29	3	0.2745049	0.2745049
	30	3	0.2745049	0.2745049
	31	3	0.2745049	0.2745049
	32	3	0.2745049	0.2745049
	33	3	0.2725469	0.2725469
	34	3	0.2725469	0.2725469
	35	3	0.2745049	0.2745049
	36	3	0.2745049	0.2745049
	37	3	0.1762157	0.1762157
	38	3	0.1664259	0.1664259
STORAGE UNITS:	39	3	0.0173385	0.0173385
	40	3	0.0173385	0.0173385
	41	3	0.0173385	0.0173385
	42	3	0.0173385	0.0173385
	43	3	0.0173385	0.0173385
	44	3	0.0173385	0.0173385
	45	3	0.0173385	0.0173385
	46	3	0.0173385	0.0173385
	47	3	0.0173385	0.0173385
	48	3	0.0173385	0.0173385
	49	3	0.0173385	0.0173385
	50	3	0.0173385	0.0173385
	51	3	0.0173385	0.0173385
	52	3	0.0173385	0.0173385
	53	3	0.0173385	0.0173385
	54	3	0.0173385	0.0173385
	55	3	0.0173385	0.0173385
	56	3	0.0173385	0.0173385

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
RESIDENTIAL UNITS:	1	4	0.3332435	0.3332435
	2	4	0.3543894	0.3543894
	3	4	0.3543894	0.3543894
	4	4	0.3543894	0.3543894
	5	4	0.3543894	0.3543894
	6	4	0.3073985	0.3073985
	7	4	0.2756797	0.2756797
	8	4	0.6566972	0.6566972
	9	4	0.5752464	0.5752464
	10	4	0.2349543	0.2349543
	11	4	0.2557086	0.2557086
	12	4	0.2557086	0.2557086
	13	4	0.2557086	0.2557086
	14	4	0.2557086	0.2557086
	15	4	0.2467020	0.2467020
	16	4	0.4229177	0.4229177
	17	4	0.3590884	0.3590884
	18	4	0.2467020	0.2467020
	19	4	0.2557086	0.2557086
	20	4	0.2517927	0.2517927
	21	4	0.2517927	0.2517927
	22	4	0.3966811	0.3966811
	23	4	0.3426416	0.3426416
	24	4	0.3269780	0.3269780
	25	4	0.3269780	0.3269780
	26	4	0.3978559	0.3978559
	27	4	0.2557086	0.2557086
	28	4	0.2557086	0.2557086
	29	4	0.2490515	0.2490515
	30	4	0.2490515	0.2490515
	31	4	0.2557086	0.2557086
	32	4	0.2557086	0.2557086
	33	4	0.2557086	0.2557086
	34	4	0.1879634	0.1879634
	35	4	0.3144471	0.3144471
	36	4	0.3332435	0.3332435
	37	4	0.2044102	0.2044102
	38	4	0.2557086	0.2557086
	39	4	0.2557086	0.2557086
	40	4	0.2557086	0.2557086
	41	4	0.2517927	0.2517927
	42	4	0.2517927	0.2517927
	43	4	0.2557086	0.2557086
	44	4	0.2557086	0.2557086
	45	4	0.1762157	0.1762157
	46	4	0.2282972	0.2282972
	47	4	0.1879634	0.1879634
	48	4	0.3226705	0.3226705
	49	4	0.2271225	0.2271225
	50	4	0.3355930	0.3355930
STORAGE UNITS:	51	4	0.0173385	0.0173385
	52	4	0.0173385	0.0173385
	53	4	0.0173385	0.0173385
	54	4	0.0173385	0.0173385
	55	4	0.0173385	0.0173385
	56	4	0.0173385	0.0173385
	57	4	0.0173385	0.0173385
	58	4	0.0173385	0.0173385
	59	4	0.0173385	0.0173385
	60	4	0.0173385	0.0173385
	61	4	0.0173385	0.0173385
	62	4	0.0173385	0.0173385
	63	4	0.0173385	0.0173385
	64	4	0.0173385	0.0173385
	65	4	0.0173385	0.0173385
	66	4	0.0173385	0.0173385
	67	4	0.0173385	0.0173385
	68	4	0.0173385	0.0173385
RESIDENTIAL UNITS:	1	5	0.3332435	0.3332435
	2	5	0.3774932	0.3774932
	3	5	0.3539978	0.3539978
	4	5	0.3539978	0.3539978
	5	5	0.3539978	0.3539978
	6	5	0.3073985	0.3073985
	7	5	0.2756797	0.2756797
	8	5	0.2349543	0.2349543
	9	5	0.2557086	0.2557086
	10	5	0.2557086	0.2557086
	11	5	0.2557086	0.2557086
	12	5	0.2557086	0.2557086
	13	5	0.2557086	0.2557086
	14	5	0.2670647	0.2670647

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	15	5	0.4652094	0.4652094
	16	5	0.2557086	0.2557086
	17	5	0.2517927	0.2517927
	18	5	0.2517927	0.2517927
	19	5	0.3966811	0.3966811
	20	5	0.3426416	0.3426416
	21	5	0.3269780	0.3269780
	22	5	0.3269780	0.3269780
	23	5	0.3978559	0.3978559
	24	5	0.2557086	0.2557086
	25	5	0.2557086	0.2557086
	26	5	0.2490515	0.2490515
	27	5	0.2490515	0.2490515
	28	5	0.2557086	0.2557086
	29	5	0.2557086	0.2557086
	30	5	0.2349543	0.2349543
	31	5	0.3673118	0.3673118
	32	5	0.4127363	0.4127363
	33	5	0.2557086	0.2557086
	34	5	0.2557086	0.2557086
	35	5	0.2557086	0.2557086
	36	5	0.2517927	0.2517927
	37	5	0.2517927	0.2517927
	38	5	0.2557086	0.2557086
	39	5	0.2557086	0.2557086
	40	5	0.1762157	0.1762157
	41	5	0.2282972	0.2282972
	42	5	0.1879634	0.1879634
	43	5	0.3226705	0.3226705
	44	5	0.2271225	0.2271225
	45	5	0.3332435	0.3332435
STORAGE UNITS:	46	5	0.0173385	0.0173385
	47	5	0.0173385	0.0173385
	48	5	0.0173385	0.0173385
	49	5	0.0173385	0.0173385
	50	5	0.0173385	0.0173385
	51	5	0.0173385	0.0173385
	52	5	0.0173385	0.0173385
	53	5	0.0173385	0.0173385
	54	5	0.0173385	0.0173385
	55	5	0.0173385	0.0173385
	56	5	0.0173385	0.0173385
	57	5	0.0173385	0.0173385
	58	5	0.0173385	0.0173385
	59	5	0.0173385	0.0173385
	60	5	0.0173385	0.0173385
	61	5	0.0173385	0.0173385
	62	5	0.0173385	0.0173385
	63	5	0.0173385	0.0173385
RESIDENTIAL UNITS:	1	6	0.3332435	0.3332435
	2	6	0.6167549	0.6167549
	3	6	0.5333462	0.5333462
	4	6	0.1899214	0.1899214
	5	6	0.2063682	0.2063682
	6	6	0.2063682	0.2063682
	7	6	0.2063682	0.2063682
	8	6	0.2020607	0.2020607
	9	6	0.3618296	0.3618296
	10	6	0.3633959	0.3633959
	11	6	0.2478768	0.2478768
	12	6	0.2517927	0.2517927
	13	6	0.2517927	0.2517927
	14	6	0.3391173	0.3391173
	15	6	0.3034826	0.3034826
	16	6	0.1801316	0.1801316
	17	6	0.2502263	0.2502263
	18	6	0.3132724	0.3132724
	19	6	0.3469491	0.3469491
	20	6	0.2557086	0.2557086
	21	6	0.2557086	0.2557086
	22	6	0.2490515	0.2490515
	23	6	0.2490515	0.2490515
	24	6	0.2557086	0.2557086
	25	6	0.2557086	0.2557086
	26	6	0.5043685	0.5043685
	27	6	0.4033382	0.4033382
	28	6	0.1762157	0.1762157
	29	6	0.1762157	0.1762157
	30	6	0.1742577	0.1742577
	31	6	0.1742577	0.1742577
	32	6	0.1762157	0.1762157
	33	6	0.1762157	0.1762157
	34	6	0.1762157	0.1762157
	35	6	0.1664259	0.1664259
	36	6	0.1824811	0.1824811
	37	6	0.3915904	0.3915904
	38	6	0.3355930	0.3355930

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
RESIDENTIAL UNITS:	1	7	0.3332435	0.3332435
	2	7	0.3774932	0.3774932
	3	7	0.3418585	0.3418585
	4	7	0.2506179	0.2506179
	5	7	0.3524314	0.3524314
	6	7	0.2008859	0.2008859
	7	7	0.3680950	0.3680950
	8	7	0.3974643	0.3974643
	9	7	0.2063682	0.2063682
	10	7	0.2063682	0.2063682
	11	7	0.4248756	0.4248756
	12	7	0.4659926	0.4659926
	13	7	0.2517927	0.2517927
	14	7	0.2517927	0.2517927
	15	7	0.3391173	0.3391173
	16	7	0.3469491	0.3469491
	17	7	0.2557086	0.2557086
	18	7	0.2557086	0.2557086
	19	7	0.2490515	0.2490515
	20	7	0.2490515	0.2490515
	21	7	0.2557086	0.2557086
	22	7	0.2557086	0.2557086
	23	7	0.3496903	0.3496903
	24	7	0.2811619	0.2811619
	25	7	0.1762157	0.1762157
	26	7	0.1762157	0.1762157
	27	7	0.1742577	0.1742577
	28	7	0.1742577	0.1742577
	29	7	0.1762157	0.1762157
	30	7	0.1762157	0.1762157
	31	7	0.1762157	0.1762157
	32	7	0.1664259	0.1664259
	33	7	0.1824811	0.1824811
	34	7	0.3915904	0.3915904
	STORAGE UNITS:	35	7	0.3355921
36		7	0.0173385	0.0173385
37		7	0.0173385	0.0173385
38		7	0.0173385	0.0173385
39		7	0.0173385	0.0173385
40		7	0.0173385	0.0173385
41		7	0.0173385	0.0173385
42		7	0.0173385	0.0173385
43		7	0.0173385	0.0173385
44		7	0.0173385	0.0173385
45		7	0.0173385	0.0173385
46		7	0.0173385	0.0173385
47		7	0.0173385	0.0173385
48		7	0.0173385	0.0173385
49		7	0.0173385	0.0173385
50		7	0.0173385	0.0173385
51		7	0.0173385	0.0173385
52		7	0.0173385	0.0173385
RESIDENTIAL UNITS:	1	8	0.4393645	0.4393645
	2	8	0.3508650	0.3508650
	3	8	0.2572749	0.2572749
	4	8	0.3618296	0.3618296
	5	8	0.2059766	0.2059766
	6	8	0.3590884	0.3590884
	7	8	0.2251645	0.2251645
	8	8	0.2490515	0.2490515
	9	8	0.4381897	0.4381897
	10	8	0.3465575	0.3465575
	11	8	0.2584497	0.2584497
	12	8	0.6061820	0.6061820
PARKING UNITS:	1	A	0.0450801	0.0450801
	2	A	0.0450801	0.0450801
	3	A	0.0450801	0.0450801
	4	A	0.0450801	0.0450801
	5	A	0.0450801	0.0450801
	6	A	0.0450801	0.0450801
	7	A	0.0450801	0.0450801
	8	A	0.0450801	0.0450801
	9	A	0.0450801	0.0450801
	10	A	0.0450801	0.0450801
	11	A	0.0450801	0.0450801
	12	A	0.0450801	0.0450801
	13	A	0.0450801	0.0450801
	14	A	0.0450801	0.0450801
	15	A	0.0450801	0.0450801
	16	A	0.0450801	0.0450801
	17	A	0.0450801	0.0450801
	18	A	0.0450801	0.0450801
	19	A	0.0450801	0.0450801
	20	A	0.0450801	0.0450801
	21	A	0.0450801	0.0450801
	22	A	0.0450801	0.0450801

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	23	A	0.0450801	0.0450801
	24	A	0.0450801	0.0450801
	25	A	0.0450801	0.0450801
	26	A	0.0450801	0.0450801
	27	A	0.0450801	0.0450801
	28	A	0.0450801	0.0450801
	29	A	0.0450801	0.0450801
	30	A	0.0450801	0.0450801
	31	A	0.0450801	0.0450801
	32	A	0.0450801	0.0450801
	33	A	0.0450801	0.0450801
	34	A	0.0450801	0.0450801
	35	A	0.0450801	0.0450801
	36	A	0.0450801	0.0450801
	37	A	0.0450801	0.0450801
	38	A	0.0450801	0.0450801
	39	A	0.0450801	0.0450801
	40	A	0.0450801	0.0450801
	41	A	0.0450801	0.0450801
	42	A	0.0450801	0.0450801
	43	A	0.0450801	0.0450801
	44	A	0.0450801	0.0450801
	45	A	0.0450801	0.0450801
	46	A	0.0450801	0.0450801
	47	A	0.0450801	0.0450801
	48	A	0.0450801	0.0450801
	49	A	0.0450801	0.0450801
	50	A	0.0450801	0.0450801
	51	A	0.0450801	0.0450801
	52	A	0.0450801	0.0450801
	53	A	0.0450801	0.0450801
	54	A	0.0450801	0.0450801
	55	A	0.0450801	0.0450801
	56	A	0.0450801	0.0450801
	57	A	0.0450801	0.0450801
	58	A	0.0450801	0.0450801
	59	A	0.0450801	0.0450801
	60	A	0.0450801	0.0450801
	61	A	0.0450801	0.0450801
	62	A	0.0450801	0.0450801
	63	A	0.0450801	0.0450801
	64	A	0.0450801	0.0450801
	65	A	0.0450801	0.0450801
STORAGE UNITS:	66	A	0.0173385	0.0173385
	67	A	0.0173385	0.0173385
	68	A	0.0173385	0.0173385
	69	A	0.0173385	0.0173385
	70	A	0.0173385	0.0173385
	71	A	0.0173385	0.0173385
	72	A	0.0173385	0.0173385
	73	A	0.0173385	0.0173385
	74	A	0.0173385	0.0173385
	75	A	0.0173385	0.0173385
	76	A	0.0173385	0.0173385
	77	A	0.0173385	0.0173385
	78	A	0.0173385	0.0173385
	79	A	0.0173385	0.0173385
	80	A	0.0173385	0.0173385
	81	A	0.0173385	0.0173385
	82	A	0.0173385	0.0173385
	83	A	0.0173385	0.0173385
	84	A	0.0173385	0.0173385
	85	A	0.0173385	0.0173385
	86	A	0.0173385	0.0173385
	87	A	0.0173385	0.0173385
	88	A	0.0173385	0.0173385
	89	A	0.0173385	0.0173385
	90	A	0.0173385	0.0173385
	91	A	0.0173385	0.0173385
	92	A	0.0173385	0.0173385
	93	A	0.0173385	0.0173385
	94	A	0.0173385	0.0173385
	95	A	0.0173385	0.0173385
	96	A	0.0173385	0.0173385
	97	A	0.0173385	0.0173385
	98	A	0.0173385	0.0173385
	99	A	0.0173385	0.0173385
	100	A	0.0173385	0.0173385
	101	A	0.0173385	0.0173385
	102	A	0.0173385	0.0173385
	103	A	0.0173385	0.0173385
	104	A	0.0173385	0.0173385
	105	A	0.0173385	0.0173385
	106	A	0.0173385	0.0173385
	107	A	0.0173385	0.0173385
	108	A	0.0173385	0.0173385
	109	A	0.0173385	0.0173385
	110	A	0.0173385	0.0173385
	111	A	0.0173385	0.0173385
	112	A	0.0173385	0.0173385

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	113	A	0.0173385	0.0173385
	114	A	0.0173385	0.0173385
	115	A	0.0173385	0.0173385
	116	A	0.0173385	0.0173385
	117	A	0.0173385	0.0173385
	118	A	0.0173385	0.0173385
	119	A	0.0173385	0.0173385
	120	A	0.0173385	0.0173385
	121	A	0.0173385	0.0173385
	122	A	0.0173385	0.0173385
	123	A	0.0173385	0.0173385
	124	A	0.0173385	0.0173385
	125	A	0.0173385	0.0173385
	126	A	0.0173385	0.0173385
	127	A	0.0173385	0.0173385
	128	A	0.0173385	0.0173385
	129	A	0.0173385	0.0173385
	130	A	0.0173385	0.0173385
	131	A	0.0173385	0.0173385
	132	A	0.0173385	0.0173385
	133	A	0.0173385	0.0173385
	134	A	0.0173385	0.0173385
	135	A	0.0173385	0.0173385
	136	A	0.0173385	0.0173385
	137	A	0.0173385	0.0173385
	138	A	0.0173385	0.0173385
	139	A	0.0173385	0.0173385
	140	A	0.0173385	0.0173385
	141	A	0.0173385	0.0173385
	142	A	0.0173385	0.0173385
	143	A	0.0173385	0.0173385
	144	A	0.0173385	0.0173385
	145	A	0.0173385	0.0173385
	146	A	0.0173385	0.0173385
	147	A	0.0173385	0.0173385
	148	A	0.0173385	0.0173385
	149	A	0.0173385	0.0173385
PARKING UNITS:	1	B	0.0450801	0.0450801
	2	B	0.0450801	0.0450801
	3	B	0.0450801	0.0450801
	4	B	0.0450801	0.0450801
	5	B	0.0450801	0.0450801
	6	B	0.0450801	0.0450801
	7	B	0.0450801	0.0450801
	8	B	0.0450801	0.0450801
	9	B	0.0450801	0.0450801
	10	B	0.0450801	0.0450801
	11	B	0.0450801	0.0450801
	12	B	0.0450801	0.0450801
	13	B	0.0450801	0.0450801
	14	B	0.0450801	0.0450801
	15	B	0.0450801	0.0450801
	16	B	0.0450801	0.0450801
	17	B	0.0450801	0.0450801
	18	B	0.0450801	0.0450801
	19	B	0.0450801	0.0450801
	20	B	0.0450801	0.0450801
	21	B	0.0450801	0.0450801
	22	B	0.0450801	0.0450801
	23	B	0.0450801	0.0450801
	24	B	0.0450801	0.0450801
	25	B	0.0450801	0.0450801
	26	B	0.0450801	0.0450801
	27	B	0.0450801	0.0450801
	28	B	0.0450801	0.0450801
	29	B	0.0450801	0.0450801
	30	B	0.0450801	0.0450801
	31	B	0.0450801	0.0450801
	32	B	0.0450801	0.0450801
	33	B	0.0450801	0.0450801
	34	B	0.0450801	0.0450801
	35	B	0.0450801	0.0450801
	36	B	0.0450801	0.0450801
	37	B	0.0450801	0.0450801
	38	B	0.0450801	0.0450801
	39	B	0.0450801	0.0450801
	40	B	0.0450801	0.0450801
	41	B	0.0450801	0.0450801
	42	B	0.0450801	0.0450801
	43	B	0.0450801	0.0450801
	44	B	0.0450801	0.0450801
	45	B	0.0450801	0.0450801
	46	B	0.0450801	0.0450801
	47	B	0.0450801	0.0450801
	48	B	0.0450801	0.0450801
	49	B	0.0450801	0.0450801

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	50	B	0.0450801	0.0450801
	51	B	0.0450801	0.0450801
	52	B	0.0450801	0.0450801
	53	B	0.0450801	0.0450801
	54	B	0.0450801	0.0450801
	55	B	0.0450801	0.0450801
	56	B	0.0450801	0.0450801
	57	B	0.0450801	0.0450801
	58	B	0.0450801	0.0450801
	59	B	0.0450801	0.0450801
	60	B	0.0450801	0.0450801
	61	B	0.0450801	0.0450801
	62	B	0.0450801	0.0450801
	63	B	0.0450801	0.0450801
	64	B	0.0450801	0.0450801
	65	B	0.0450801	0.0450801
	66	B	0.0450801	0.0450801
	67	B	0.0450801	0.0450801
	68	B	0.0450801	0.0450801
	69	B	0.0450801	0.0450801
	70	B	0.0450801	0.0450801
	71	B	0.0450801	0.0450801
	72	B	0.0450801	0.0450801
	73	B	0.0450801	0.0450801
	74	B	0.0450801	0.0450801
	75	B	0.0450801	0.0450801
	76	B	0.0450801	0.0450801
	77	B	0.0450801	0.0450801
	78	B	0.0450801	0.0450801
	79	B	0.0450801	0.0450801
	80	B	0.0450801	0.0450801
	81	B	0.0450801	0.0450801
	82	B	0.0450801	0.0450801
	83	B	0.0450801	0.0450801
	84	B	0.0450801	0.0450801
	85	B	0.0450801	0.0450801
	86	B	0.0450801	0.0450801
	87	B	0.0450801	0.0450801
	88	B	0.0450801	0.0450801
	89	B	0.0450801	0.0450801
	90	B	0.0450801	0.0450801
	91	B	0.0450801	0.0450801
	92	B	0.0450801	0.0450801
	93	B	0.0450801	0.0450801
	94	B	0.0450801	0.0450801
	95	B	0.0450801	0.0450801
	96	B	0.0450801	0.0450801
	97	B	0.0450801	0.0450801
	98	B	0.0450801	0.0450801
	99	B	0.0450801	0.0450801
	100	B	0.0450801	0.0450801
	101	B	0.0450801	0.0450801
	102	B	0.0450801	0.0450801
	103	B	0.0450801	0.0450801
	104	B	0.0450801	0.0450801
	105	B	0.0450801	0.0450801
	106	B	0.0450801	0.0450801
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	109	B	0.0450801	0.0450801
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	111	B	0.0450801	0.0450801
	112	B	0.0450801	0.0450801
	113	B	0.0450801	0.0450801
	114	B	0.0450801	0.0450801
	115	B	0.0450801	0.0450801
	116	B	0.0450801	0.0450801
	117	B	0.0450801	0.0450801
	118	B	0.0450801	0.0450801
	119	B	0.0450801	0.0450801
	120	B	0.0450801	0.0450801
	121	B	0.0450801	0.0450801
	122	B	0.0450801	0.0450801
	123	B	0.0450801	0.0450801
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	125	B	0.0450801	0.0450801
	126	B	0.0450801	0.0450801
	127	B	0.0450801	0.0450801
	128	B	0.0450801	0.0450801
	129	B	0.0450801	0.0450801
	130	B	0.0450801	0.0450801
	131	B	0.0450801	0.0450801
	132	B	0.0450801	0.0450801
	133	B	0.0450801	0.0450801
	134	B	0.0450801	0.0450801
	135	B	0.0450801	0.0450801
	136	B	0.0450801	0.0450801
	137	B	0.0450801	0.0450801
	138	B	0.0450801	0.0450801
	139	B	0.0450801	0.0450801

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SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
STORAGE UNITS:	140	B	0.0173385	0.0173385
	141	B	0.0173385	0.0173385
	142	B	0.0173385	0.0173385
	143	B	0.0173385	0.0173385
	144	B	0.0173385	0.0173385
	145	B	0.0173385	0.0173385
	146	B	0.0173385	0.0173385
	147	B	0.0173385	0.0173385
	148	B	0.0173385	0.0173385
	149	B	0.0173385	0.0173385
	150	B	0.0173385	0.0173385
	151	B	0.0173385	0.0173385
	152	B	0.0173385	0.0173385
	153	B	0.0173385	0.0173385
	154	B	0.0173385	0.0173385
	155	B	0.0173385	0.0173385
	156	B	0.0173385	0.0173385
	157	B	0.0173385	0.0173385
	158	B	0.0173385	0.0173385
	159	B	0.0173385	0.0173385
	160	B	0.0173385	0.0173385
	161	B	0.0173385	0.0173385
	162	B	0.0173385	0.0173385
	163	B	0.0173385	0.0173385
	164	B	0.0173385	0.0173385
	165	B	0.0173385	0.0173385
	166	B	0.0173385	0.0173385
	167	B	0.0173385	0.0173385
	168	B	0.0173385	0.0173385
	169	B	0.0173385	0.0173385
	170	B	0.0173385	0.0173385
	171	B	0.0173385	0.0173385
	172	B	0.0173385	0.0173385
	173	B	0.0173385	0.0173385
	174	B	0.0173385	0.0173385
	175	B	0.0173385	0.0173385
	176	B	0.0173385	0.0173385
	177	B	0.0173385	0.0173385
	178	B	0.0173385	0.0173385
	179	B	0.0173385	0.0173385
	180	B	0.0173385	0.0173385
	181	B	0.0173385	0.0173385
	182	B	0.0173385	0.0173385
	183	B	0.0173385	0.0173385
	184	B	0.0173385	0.0173385
	185	B	0.0173385	0.0173385
	186	B	0.0173385	0.0173385
	187	B	0.0173385	0.0173385
	188	B	0.0173385	0.0173385
	189	B	0.0173385	0.0173385
	190	B	0.0173385	0.0173385
	191	B	0.0173385	0.0173385
	192	B	0.0173385	0.0173385
	193	B	0.0173385	0.0173385
	194	B	0.0173385	0.0173385
	195	B	0.0173385	0.0173385
	196	B	0.0173385	0.0173385
	197	B	0.0173385	0.0173385
	198	B	0.0173385	0.0173385
	199	B	0.0173385	0.0173385
	200	B	0.0173385	0.0173385
	201	B	0.0173385	0.0173385
	202	B	0.0173385	0.0173385
	203	B	0.0173385	0.0173385
	204	B	0.0173385	0.0173385
	205	B	0.0173385	0.0173385
	206	B	0.0173385	0.0173385
	207	B	0.0173385	0.0173385
	208	B	0.0173385	0.0173385
	209	B	0.0173385	0.0173385
	210	B	0.0173385	0.0173385
	211	B	0.0173385	0.0173385
	212	B	0.0173385	0.0173385
	213	B	0.0173385	0.0173385
	214	B	0.0173385	0.0173385
	215	B	0.0173385	0.0173385
	216	B	0.0173385	0.0173385
	217	B	0.0173385	0.0173385
	218	B	0.0173385	0.0173385
	219	B	0.0173385	0.0173385
	220	B	0.0173385	0.0173385
	221	B	0.0173385	0.0173385
	222	B	0.0173385	0.0173385
	223	B	0.0173385	0.0173385
	224	B	0.0173385	0.0173385
	225	B	0.0173385	0.0173385
	226	B	0.0173385	0.0173385
	227	B	0.0173385	0.0173385
	228	B	0.0173385	0.0173385
	229	B	0.0173385	0.0173385

Wonder

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	
	230	B	0.0173385	0.0173385
	231	B	0.0173385	0.0173385
	232	B	0.0173385	0.0173385
	233	B	0.0173385	0.0173385
				<u>100.0000000</u> %

SCHEDULE "E"**COMMON EXPENSES**

Common Expenses shall include the following:

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Reciprocal Operating Agreement, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or rules of the Corporation.

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

(c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units and, in this regard, all Residential Units will be individually metered for electricity consumption) or Common Elements including, without limiting the generality of the foregoing, monies payable on account of:

- (i) electricity;
- (ii) gas;
- (iii) water;
- (iv) waste disposal;
- (v) maintenance materials, tools and supplies; and
- (vi) off-site snow removal.

save and provided that:

the cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of the services and facilities set forth and described in the Reciprocal Operating Agreement, and the Corporation shall be responsible for paying its Proportionate Share with respect to the Reciprocal Operating Agreement, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Reciprocal Operating Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall subsequent to the registration of the Declaration, enter into the Reciprocal Operating Agreement with a view of covenanting to be responsible for its share of such costs.

(d) Provided that all charges in respect of cable television, television, telephone and internet service and electrical service relating to the Residential Units, shall be borne by the Owners directly and shall not form part of the common expenses.

(e) 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 of the Common Elements.

(f) All sums of money paid by the Corporation on account of lease payments and other costs and expenses relating to any building automated systems or equipment for the Building, including, without limitation, all automation systems for the operation of the Building, the fitness or amenity equipment, and all waste/recycling equipment and components.

(g) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers, including the costs and expenses of performing the reserve fund studies pursuant to section 94 of the Act and the performance audit as required pursuant to section 44 of the Act.

(h) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

(i) All sums of money assessed by the 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 Corporation, in accordance with the Act and this Declaration.

(j) All sums of money paid by the Corporation for any addition, alteration, improvement to or

renovation of the Common Elements or assets of the Corporation.

(k) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.

(l) The fees and disbursements of any insurance trustee.

(m) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents or invitees.

(n) All sums of money paid by the Corporation on account of the Sanitary Discharge Agreement with the City of Toronto and any sums required in respect of maintaining compliance with the terms of such agreement.

(o) All sums of money relating to any one or more Discharge Agreements with the City of Toronto and any sums required in respect of maintaining compliance with the terms of such agreement(s).

SCHEDULE 'F'**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

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

- a) The owner(s) of Residential Units 1 to 33 inclusive on Level 1 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Patio** and is illustrated on Part 1, Sheet 1 of the Description.
- b) The owner(s) of Residential Unit 1, 10 to 21 inclusive, 27 to 44 inclusive and 47 to 50 inclusive on Level 4; Units 14, 15, 31 and 32 on Level 5; Units 4 to 10 inclusive, 14 to 19 inclusive and 26 to 33 inclusive and 35 to 37 inclusive on Level 6; Units 3 to 7 inclusive, 11, 12, 23 and 24 on Level 7; and Units 1 to 9 inclusive on Level 8 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Terrace** and is illustrated on Part 1, Sheets 4, 5, 6 and 7 inclusive of the Description.
- c) The owner(s) of Residential Units 1 to 8 inclusive and 26 to 33 inclusive on Level 1; Units 10 to 30 inclusive on Level 2; Units 1 to 36 inclusive on Level 3; Units 22 to 26 inclusive on Level 4; Units 1, 8 to 13 inclusive, 15 to 39 and 43 to 45 inclusive on Level 5; Units 1, 10 to 13 inclusive, 20 to 26 inclusive, 37 and 38 on Level 6; Units 1, 8 to 30 inclusive and 32 to 35 inclusive on Level 7; and Units 9 to 12 inclusive on Level 8 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Balcony** and is illustrated on Part 1, Sheets 2, 3, 4, 5, 6 and 7 inclusive of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of the Exclusive Use Portions of the Common Elements shall not form part thereof.

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR
CLAUSE 8 (1) (E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:

Each building on the property at 150 Logan Avenue in Toronto, ON

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 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.

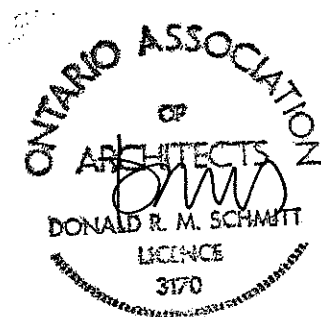
OR

- 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 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 19th day of June, 2023.



A handwritten signature in black ink, appearing to read "Donald Schmitt", written over a horizontal dotted line.

(signature)

Donald Schmitt, Principal

(print name)

(Strike out whichever is not applicable:

Architect

Professional Engineer)

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR
CLAUSE 8 (1) (E) OR (H) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

I certify that: 150 Logan Avenue, Toronto, ON

[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 finishes, 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 8th day of May, 2023

David C. Bellamy

(signature)

David C. Bellamy, P.Eng., MBA

(print name)



(Strike out whichever is not applicable:

~~Architect~~
Professional Engineer)