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DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2058

NEW PROPERTY IDENTIFIER'S BLOCK 13058

RECENTLY : BEING ALL OF PINs: 21108-227 / 222 / 223

DECLARANT : 33 CHARLES STREET EAST INC.

PATRICIA E. DUNN

DALE & LESSMANN

**181 UNIVERSITY AVE
TORONTO, ONTARIO**

STE:2100

M5H-2M7

PHONE: 416-369-7815

FAX-416-

No. OF UNITS 935

FEES : 9.5 x 5 = 4,675 + \$70.00 = \$ 4,745.00

DECLARATION

This declaration (hereinafter referred to as the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, as amended from time to time, and the regulations made thereunder as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

33 CHARLES STREET EAST INC.
a corporation incorporated pursuant to the laws of
the Province of Ontario
(hereinafter referred to as 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 and in the description submitted by the Declarant (hereinafter referred to as the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Property";
- B. The Declarant has constructed a building on the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I

1.1 The Act Governs

Upon registration of this Declaration and the Description, the Act governs the Property and all interests appurtenant to the land, as the land and interests are described in Schedule "A" hereto and in the Description.

1.2 Standard Condominium

Registration of this Declaration and the Description will create a standard freehold condominium corporation, as described in Section 6 of the Act.

1.3 Consent of Encumbrancers

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

1.4 Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned as the boundaries of Units in Schedule "C" attached hereto. Notwithstanding the boundaries set out in Schedule "C", the following shall apply:

(a) Residential Units and Guest Suite Units

- (i) each Residential Unit and Guest Suite Unit shall include all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto and any gas fireplace and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Residential Unit or Guest Suite Unit only.
- (ii) each Residential Unit and Guest Suite Unit shall exclude all concrete, concrete block or masonry portion of load bearing walls, columns, floor slabs, exterior doors, doorframes, windows and window frames and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus which is situate within the Residential Unit or Guest Suite Unit boundaries described in Schedule "C" and which provide a service or utility to another Unit or the Common Elements.

(b) Parking Units, Bicycle Storage Units and Storage Units

Each Parking Unit, Bicycle Storage Unit and Storage Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, firehoses, sprinklers, lighting fixtures, air conditioning or heating equipment appurtenant thereto which provide a service to the Common Elements or Units including all wall structures and support columns and beams as well as additional floor surfacing

(membranes and coatings included) which may be located in any Parking Unit or Bicycle Storage Unit or Storage Unit.

1.5 **Common Interest and Common Expense Allocation**

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

1.6 **Address for Service and Mailing Address of the Corporation**

The Corporation's address for service and mailing address shall be:

c/o Shelter Canadian Corporation
701 King Street West, Suite 109
Toronto, Ontario
M5V 2W7

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

1.7 **Architect/ Engineer Certificates**

One or more certificates of the Declarant's architect and/or an engineer in the prescribed form that all buildings on the Property have been constructed in accordance with the regulations made under the Act, with respect to all or some matters listed in the paragraphs of the definition of "has been consulted" as set out in subsection 6(1) of O. Reg. 48/01 made under the Act, is/are contained in Schedule "G" attached hereto.

1.8 **Definitions**

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

- (a) "Adjacent Lands" means those lands and premises situate in the City of Toronto and comprising Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as Parts 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, registered in The Land Titles Division of The Toronto Registry Office No. 66;
- (b) "Adjacent Owner" means the owner from time to time of the Adjacent Lands;
- (c) "Adjacent Garage" means the multi-level underground parking garage which has been developed on the Adjacent Lands by the Adjacent Owner;
- (d) "Board" or "Board of Directors" means the Board of Directors of the Corporation;
- (e) "Building" means the entire building and improvements in which the Units are located, constructed upon the Real Property;
- (f) "Bicycle Storage Units" means Units 39 to 74, both inclusive, on Level D; Units 38 to 73, both inclusive, on Level C; Units 41 to 76, both inclusive, on Level B; Units 61 to 67, both inclusive, on Level A; Units 7 to 40, both inclusive, on Level 1; Units 35 to 62, both inclusive, on Level 2; Units 40 to 68, both inclusive, on Level 3 and Units 27 to 44, both inclusive, on Level 4, to be used solely for the purposes set out in Subsection 3.1(e) of this Declaration;
- (g) "By-laws" means the by-laws of the Corporation enacted from time to time;
- (h) "Common Elements" means all the Property except the Units;
- (i) "Corporation" or "Condominium" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;
- (j) "Governmental Authorities" means the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Property;
- (k) "Guest Suite Units" means Units 1 and 2 on Level 5, to be used solely for the purposes set out in Subsection 3.1(d) of this Declaration;

- (l) "Insurance Trustee" means the trust company, chartered bank or other corporation from time to time acting as such pursuant to the provisions of Section 7.5 of this Declaration;
- (m) "Mortgage" means any mortgage or charge of an Owner's fee simple interest in a Unit;
- (n) "Mortgagee" means the registered holder of a Mortgage on any Unit;
- (o) "Owner" means the owner or owners of the freehold estate or estates in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession, and for the purposes of this Declaration, the term "Owner" shall also mean any resident of a dwelling unit as may be required by the context;
- (p) "Parking Garage" means the multilevel parking garage constructed as part of the Building;
- (q) "Parking Units" means Units 1 to 38, both inclusive, on Level D; Units 1 to 37, both inclusive, on Level C; Units 1 to 40, both inclusive, on Level B; Units 1 to 33, both inclusive, and Units 35 to 60, both inclusive, on Level A; Units 1 to 6, both inclusive, on Level 1; Units 1 to 34, both inclusive, on Level 2; Units 1 to 39, both inclusive, on Level 3; and Units 1 to 26, both inclusive, on Level 4 to be used solely for the purposes set out in Subsection 3.1(c) of this Declaration;
- (r) "Reciprocal Tie-Back Agreement" means the agreement entered into by the Declarant and the owner of 45 Charles Street East (the "45 Charles Lands") in connection with the construction of the Building, notice of which is registered on title to the Property as Instrument No. AT1475455, and any amendments thereto from time to time, which agreement entitled the Declarant to install tie-backs and shoring systems which encroach on the 45 Charles Lands and to swing the construction cranes used in the construction of the Building over the 45 Charles Lands. The agreement contains reciprocal rights in favour of the owner of the 45 Charles Lands which may be exercised by it in the future in the event that it elects to redevelop the 45 Charles Lands;
- (s) "Recreational Facilities" means the media/meeting room, lounge, kitchen, fitness room, yoga/pilates area, swimming pool, hot tub, outdoor terrace and change rooms, including washrooms, located within the Common Elements on Level 5, but excluding balconies and terraces which are exclusive use Common Elements appurtenant to Residential Units, together with all the fixtures, equipment and furnishings respectively situate therein, and any outdoor garden facilities which form part of the Common Elements, and all other portions of the Common Elements which are or may at any time be used in connection with the operation, enjoyment and/or maintenance thereof, all of which comprise part of the Common Elements of this Condominium;
- (t) "Residential Units" means Units 1 to 12, both inclusive, on Levels 6 and 9 to 25, both inclusive; Units 1 to 11, both inclusive, on Levels 7 and 8; Units 1 to 9, both inclusive, on Levels 27, 29, 31, 33, 35, 37, 38 and 40; Units 1 to 10, both inclusive, on Levels 26, 28, 30, 32, 34, 36 and 42; Units 1 to 8, both inclusive, on Levels 39, 41 and 44; Units 1 to 7, both inclusive, on Level 43; Units 1 to 5, both inclusive, on Level 45; Units 1 to 4, both inclusive, on Level 46, to be used solely for the purposes set out in Subsection 3.1(b) of this Declaration;
- (u) "Rules" means the rules passed by the Board and becoming effective pursuant to Section 58 of the Act;
- (v) "Shared Facilities" means certain portions of the Parking Garage and portions of Adjacent Garage including without limitation ramps, driving aisles, approximately thirty (30) parking spaces on the P1 level of the Adjacent Garage (which parking spaces are permitted to be shared by the Adjacent Owner and the Condominium and will be available for use by the Adjacent Owner between the hours of 8:00 a.m. and 6:00 p.m., 7 days a week and will be available for use by the Condominium for a fee between the hours of 6:00 p.m. and 8:00 a.m., 7 days a week), stairways, elevators, elevator shafts and roadways and walkways providing access for pedestrian and vehicular ingress and egress, access and/or parking control systems, barrier arms, access gates, overhead doors, security systems, signage, lighting or other applicable utilities as well as any shared loading/unloading bays or areas located at or below grade and any roadways or walkways providing access thereto and therefrom and including those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Shared Facilities and Easement Agreement;
- (w) "Shared Facilities Costs" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided for in the Shared Facilities and Easement Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities;
- (x) "Shared Facilities and Easement Agreement" means the agreement entered into by the Declarant and the Adjacent Owner, and assumed by the Corporation, to govern the use and sharing of costs of certain facilities and to provide for the necessary reciprocal

easements and rights-of-way relating to the Shared Facilities including, without limitation, easements for support construction, installation, maintenance, repair, replacement, use and access relating thereto;

- (y) "Storage Units" means Unit 34, on Level A and Units 41 to 49, both inclusive, on Level 1 to be used solely for the purposes set out in Subsection 3.1(e) of this Declaration;
- (z) "Unit" means a part or parts of the lands 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 lands within such space, in accordance with the Declaration and the Description and includes the Residential Units, the Parking Units, the Guest Suite Units, the Bicycle Storage Units and the Storage Units. For the purpose of duties to repair and maintain, the definition of "Unit" shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding some of such improvements may be made after registration of this Declaration.

ARTICLE II COMMON EXPENSES

2.1 Meaning of Common Expenses

Common expenses means the expenses incurred by the Corporation in the performance of the objects and duties of the Corporation and such other expenses, costs and amounts incurred by or on behalf of the Corporation that are specifically designated as, or collectible as, common expenses pursuant to the Act or this Declaration and, without limiting the generality of the foregoing, shall include those expenses set out in the Act and in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

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

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contributions towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act;
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. Interest and other income earned from the investment of money in the reserve fund shall form part of the fund. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation; and
- (c) In accordance with and subject to the provisions of the Act, the Corporation shall conduct a reserve fund study within one year following registration of this Declaration and the Description and, thereafter, at the times and in the manner prescribed under the Act.

2.4 Status Certificates

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

ARTICLE III UNITS

3.1 Occupation and Use of Units

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

(a) **General Use:**

- (i) No Unit shall be occupied or used by anyone in such a manner which is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements), or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy placed by or on behalf of the Corporation or give rise to an increase in the premiums related thereto. If any Owner, other than the Declarant, shall do or permit anything to be done in his Unit and/or the Common Elements or bring or keep anything thereon which will cause injury to any person or cause latent or patent damage to any Unit or to any part of the Common Elements or will in any way increase the risk of fire or other perils insured against and consequently will increase the premiums of the policy or policies of insurance obtained from time to time by the Corporation or cause the cancellation of any such insurance, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his next monthly contribution toward the common expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (ii) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, inscribed, painted, attached to, hung, displayed or placed on the exterior walls, including any sign, advertisement or notice of any type on the outside of any Unit or visible from any window (except for signs relating to marketing the Units by the Declarant or its related companies), awnings and/or storm shutters nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the Board and in accordance with the Rules. All shades or other window coverings shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Building. No clothesline or similar device shall be allowed on any portion of the Property, including Units and Common Elements, nor shall clothes or other laundry be hung anywhere except where designated by the Board;
- (iii) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board of Directors consents in writing which consent may be arbitrarily withheld;
- (iv) Each Owner shall comply and shall require all members of his household, residents, tenants, invitees, and licensees to his Unit to comply with the Act, this Declaration, the By-laws, the Rules and all agreements authorized by by-law including, without limitation the Shared Facilities and Easement Agreement.

(b) **Residential Units**

- (i) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall not exceed the number permitted by the City of Toronto by-laws in force from time to time. The foregoing shall not prevent the Declarant from completing the Building and all improvements to the Property, maintaining Units as models for display, sale and leasing purposes, including the right to make structural changes and alterations (provided the Units so used are restored to their original condition after such use thereof), and otherwise maintaining construction offices, displays and signs within or outside any unsold Residential Unit or upon the Common Elements for marketing/sales/leasing purposes until registered title to all Units in the Condominium have been transferred by the Declarant or its related companies. No sign, advertisement or notice of any type shall be inserted, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for marketing signs by the Declarant;
- (ii) No Owner of a Residential 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 Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or decorate, alter or repair any part of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as determined by the Board;

- (iii) Without the prior consent in writing of the Board, no Owner shall make any extension, installation, removal, structural change or alteration in or to any boundary wall, load bearing or partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air conditioning, plumbing or electrical installations or facilities contained in or forming part of a Residential Unit, save for usual lighting fixtures used in a Residential Unit, or make any change to an installation upon the Common Elements or maintain, alter or repair any part of the Common Elements, other than a balcony or terrace which is an exclusive use Common Element appurtenant to a Residential Unit. This provision shall not require any Owner to obtain the consent of the Board for painting or decorating the surface of any wall, floor or ceiling which is within any Residential Unit. This restriction shall not apply to the Declarant for construction and completion of Residential Units and Common Elements;
- (iv) In the event the Board determines, in its sole discretion acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his own client basis;
- (v) No animal, livestock or fowl of any kind, including animals normally considered to be domestic pets, other than one (1) dog or up to two (2) cats and/or not more than two (2) canaries, budgies or other small caged birds; or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Residential Unit. No pet that is deemed by the Board or the manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of written notice from the Board or the manager requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise, shall be carried on, in or around any Unit or the Common Elements. Notwithstanding the foregoing, no attack dogs shall be allowed in any Unit or the Common Elements.

(c) **Parking Units**

- (i) Each Parking Unit shall be used and occupied only for the purpose of parking a private passenger motor vehicle, as may from time to time be defined in the Rules. Each Owner shall maintain his Parking Unit in a clean and sightly condition notwithstanding that the Corporation may make provisions in its annual budget for cleaning of the Parking Garage. Notwithstanding the provisions of this paragraph, in the event that the Corporation becomes the Owner or tenant of one or more Parking Units, the Board may from time to time designate such Parking Units for alternate use(s), provided that such alternate use(s) is in accordance with the requirements and by-laws of governmental authorities having jurisdiction and has been approved by a vote of Owners at a meeting duly called for that purpose;
- (ii) The Corporation, and any person authorized by the Corporation, shall be permitted to enter all levels and areas within the parking garage at all times, and upon reasonable notice, when necessary to gain access thereto for garage sweeping and repairs and to perform, generally, the objects and duties of the Corporation;
- (iii) No motor vehicle shall be left on a Parking Unit unless such motor vehicle is owned by and under the control of the Corporation, an Owner or a tenant residing in a Residential Unit or members of their respective households;
- (iv) No Owner of a Parking Unit shall sell, give, lease, convey or otherwise dispose of such Parking Unit except where the purchaser, donee or recipient thereof is the Declarant, the Corporation or the Owner of a Residential Unit or the tenant is a tenant of a Residential Unit in this Condominium. The term of any lease of a

Parking Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit. The Owner and proposed tenant of any Parking Unit shall comply with the leasing requirements generally set out in this Declaration and in the Rules. Any Owner leasing a Parking Unit shall not be relieved thereby from any of his obligations with respect to the Parking Unit;

- (v) Every lease of a Parking Unit shall provide or be deemed to contain a provision to the effect that where the Owner is deprived of ownership of his Residential Unit through legal action by a party holding a registered mortgage, execution, lien (including the Condominium Corporation) or other encumbrance against such Residential Unit, then such lease shall be deemed to be in default and shall automatically terminate, and the Parking Unit subject to such lease shall revert to the Owner of such Parking Unit.
- (vi) Any instrument or other document purporting to effect a sale, lease, transfer, assignment or other conveyance of any Parking Unit in contravention of any of the forgoing provisions of this section shall be null and void and of no force or effect whatsoever.
- (vii) Parking Unit 1 on Level A, Parking Unit 4 on Level 2, Parking Unit 9 on Level 3 and Parking Unit 9 on Level 4 shall be designated for use by disabled drivers (hereinafter, the "Disabled Parking Units") and shall be subject to the following:
 - (A) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the disabled, the Owner or any person occupying one of the Disabled Parking Units shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the right to occupy the Parking Unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the Condominium.
 - (B) When a disabled driver requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
 - (C) No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (viii) Parking Units 35 and 36 on Level A have ceiling heights that are lower than the requirement set out in the 1997 Ontario Building Code.
- (d) **Guest Suite Units**
 - (i) The Guest Suite Units shall be used only to provide overnight accommodations for the guests of the Owners and tenants of the Owners of the Residential Units and a service/cleaning charge will be required to be paid, in advance, for each night of occupancy thereof, in accordance with the Rules. The use of the Guest Suite Units shall be subject to the terms and conditions of all applicable laws pertaining to the Property and agreement(s) entered into by the Corporation with any management or cleaning firm pertaining to same and shall also be governed by the Rules of the Corporation in force from time to time;
 - (ii) The Corporation shall be obligated to purchase from the Declarant the two Guest Suite Units, at a cost of One Hundred and Twenty Thousand Dollars (\$120,000.00) for Unit 1, Level 5 and One Hundred and Ten Thousand Dollars (\$110,000.00) for Unit 2, Level 5, exclusive of any applicable goods and services tax ("G.S.T.") for a total purchase price of Two Hundred and Thirty Thousand Dollars (\$230,000.00) exclusive of G.S.T. The Declarant (or such institutional lender or other party designated by the Declarant) shall take back a first mortgage (the "Guest Suite Mortgage") from the Corporation for the full purchase price plus applicable G.S.T. to be registered on title to the Guest Suite Units and to be repayable on the following terms and conditions:
 - (A) The Guest Suite Mortgage shall have a term of ten (10) years from the date of its registration and the outstanding balance of principal and

interest shall become due and payable on the date which is ten years after the registration date (the "Maturity Date");

- (B) Commencing on the date of registration, the Guest Suite Mortgage shall bear interest at the rate of 5% per annum, calculated semi-annually, not in advance, and repayable in equal blended monthly installments of principal and interest based upon a twenty-five year amortization, with the first payment to be made one month after the date of registration of the mortgage;
 - (C) Upon the sale, transfer, conveyance, assignment or other disposition of the Guest Suite Units, or either of them, by the Corporation, the Guest Suite Mortgage shall immediately become due and payable in full;
 - (D) The Guest Suite Mortgage shall be fully open for repayment without notice, bonus or penalty at any time or times.
 - (E) The transfer of the Guest Suite Units to the Corporation shall be registered within 60 days of the registration of the Condominium and the Corporation shall be obligated to execute and deliver the Guest Suite Mortgage for registration immediately following the registration of the Transfer.
- (iii) The Corporation will be required to obtain alternate financing on the Guest Suite Units on or before the Maturity Date in order to repay the outstanding balance of principal and interest under the Guest Suite Mortgage which will become payable at that time.
 - (iv) In addition to the mortgage payments under the Guest Suite Mortgage, the Corporation will also be obliged to pay realty taxes, common expense fees, if any, and charges for utility consumption applicable to the Guest Suite Units.
- (e) **Bicycle Storage Units and Storage Units**
- (i) Each Bicycle/Storage Unit and Storage Unit may only be used for the storage of a bicycle and such other non-hazardous materials which shall not constitute a danger or nuisance to the residents of the Condominium.
 - (ii) Notwithstanding the provisions of this subsection, in the event the Corporation becomes the Owner of Bicycle Storage Unit(s) or Storage Unit(s) the Board may, from time to time, designate such Bicycle Storage Unit(s) or Storage Unit(s) for alternative uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the Municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
 - (iii) The Bicycle Storage Units and Storage Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Unit, provided however that any sale, transfer, lease, assignment or other conveyance of a Bicycle Storage Unit or a Storage Unit shall be made only to the Declarant, to the Corporation or to any Owner of a Residential Unit in the Condominium. The Bicycle Storage Units and Storage Units may be leased to tenants in actual occupation of Residential Units subject to the terms of this Declaration. The term of any lease of a Bicycle Storage Unit or a Storage Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit. The Owner and proposed tenant of any Bicycle Storage Unit or Storage Unit shall comply with the leasing requirements generally set out in this Declaration and in the Rules. Any Owner leasing a Bicycle Storage Unit or a Storage Unit shall not be relieved thereby from any of his obligations relating to the Bicycle Storage Unit or the Storage Unit as the case may be.
 - (iv) Any instrument or other document purporting to effect a sale, lease, transfer, assignment or other conveyance of any Bicycle Storage Unit or any Storage Unit in contravention of any of the foregoing provisions of this Subsection, shall be null and void and no force or effect whatsoever.
 - (v) Storage Unit 34 on Level A has a ceiling height which is lower than the requirement set out in the 1997 Ontario Building Code.
- (f) **Leasing of Units**
- (i) Where an Owner leases his Unit, the Owner shall within thirty days of entering into a lease or a renewal thereof:
 - (A) notify the Corporation that the Unit has been leased;

- (B) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal agreement or a summary thereof in accordance in Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (C) provide the Corporation with a covenant or agreement executed by the lessee substantially in the following form:

"I acknowledge and agree that I, the members of my household, my employees, licencees, invitees and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act, 1998*, the Declaration, the By-laws and all rules and regulations of the Condominium 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, 1998*."
 - (D) provide the lessee with a copy of the Declaration, the by-laws and Rules of the Corporation.
- (ii) The Owner shall notify the Corporation in writing in the event that a lease of his Unit is terminated and not renewed.
 - (iii) No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent otherwise payable to the Owner, the Owner's share of the common expenses, and shall pay same to the Corporation.
 - (iv) 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.

ARTICLE IV COMMON ELEMENTS

4.1 Use of Common Elements

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

4.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owner of each Unit shall have the exclusive use of those parts of the Common Elements designated in Schedule "F" attached hereto which are respectively allocated to the Unit.

4.3 Restricted Access

Without the prior written consent of the Board, no Owner shall have any right of access to those parts of the Common Elements used either permanently or occasionally as utility areas, building maintenance or storage areas, Declarant's sales office and/or customer service office, any area used for the operating or storing of machinery and/or garbage or any part of the Common Elements used for the care, maintenance or operation of the Property. The foregoing restriction on access shall not, however, apply to any first Mortgagee holding first Mortgages on at least thirty percent (30%) of the Residential Units in this Condominium, if exercising a right of access for the purpose of inspection, upon forty-eight (48) hours notice to the Corporation or its manager. No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure on the Building which houses or encloses the mechanical and chiller room, the cooling tower, the elevator shafts, stairwells, catwalks, the cooling tower or fresh air ducts.

4.4 General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration, each Owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the Common Elements, including those exclusive use common element areas allocated to his Unit in Schedule "F", subject to any applicable conditions or restrictions set out in the Act, the Declaration, the Corporation's By-laws and the Rules. However, save as hereinafter otherwise provided, no condition shall be permitted to exist, and no activity shall be carried on in any Unit or in (or upon) the Common Elements that is likely to injure any person, damage the Property or impair the structural integrity of any portion of the Common Elements and/or any Unit, or that will unreasonably interfere with the use or enjoyment, by other Owners, of the Common Elements and/or other Units, or that results in the cancellation or threatened cancellation of any policy of insurance obtained by or on behalf of the

Corporation, or that may increase any applicable insurance premiums with respect thereto or any deductible portion in respect of such policy, and in the event that any Owner or members of his household, residents, tenants or invitees contravene this section (and thereby cause latent or patent damage to the Building or the Common Elements, or injury to any person, or the cancellation of insurance, or any increased insurance premium), then such Owner shall pay or fully reimburse the Corporation for all costs incurred to redress such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof. All payments pursuant to this clause are deemed to be additional contributions toward common expenses and recoverable by the Corporation as such.

- (b) Save as otherwise provided in this Declaration, no Owner shall make 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 in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation in accordance with the Act.
- (c) No Owner shall, by any conduct or activity conducted in or on any part of the Common Elements impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity by virtue of this Declaration or the Shared Facilities and Easement Agreement.
- (d) Notwithstanding any other provisions of this Declaration, the Declarant shall be entitled to erect, maintain, replace and remove signs for marketing/sales purposes upon any part of the Common Elements, and within or outside any unsold Residential Units, pursuant to the Declarant's ongoing marketing program with respect to this Condominium at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, until such time as the Declarant, or its related companies, have sold and transferred title to all of the Units in this Condominium. The Declarant shall not under any circumstances be charged for the use of the space so occupied.
- (e) Until such time as the Declarant has sold and transferred title to all of the Units in this Condominium, the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access and egress over the Common Elements for purposes of implementing the Declarant's marketing program and sales efforts. The Corporation shall ensure that no actions or steps are taken by anyone which would restrict, limit or prohibit the right of access of the Declarant and its authorized representatives, agents and/or invitees in, to and over the Common Elements.
- (f) Notwithstanding anything hereinbefore or hereinafter provided to the contrary and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant and its authorized representatives, agents and/or invitees shall be entitled to use and occupy any portion of the Common Elements to erect, maintain, replace and remove one or more sales office(s), model suite(s) and/or construction office(s) for the Declarant's marketing/sales program in respect of this Condominium and to erect and maintain such office(s) at such location(s) as the Declarant may select, in its sole discretion, until such time as the Declarant or its related companies have sold all of the Units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the model suite(s), sales/construction office(s) shall be borne by the Declarant. The Declarant shall not be charged for the use of the space so occupied, nor for any utility services supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utilities or services to the model suite(s) or sales/construction office(s) of the Declarant.
- (g) In the event that a Residential Unit Owner has gifted, sold, leased or parted with possession or ownership of his Residential Unit, he shall thereupon be prohibited from the use and enjoyment of the Recreational Facilities or any other facilities or amenities contained within this Condominium.
- (h) Only the Declarant and the Owners of Units in this Condominium together with their respective tenants, residents and invitees, shall have access to, and use and enjoyment of, the Recreational Facilities. However, until the turnover meeting has been convened pursuant to the provisions of Section 43 of the Act, the Declarant shall have the unilateral right, in its sole discretion, to establish hours of use and designated or restricted areas of use in respect of the Recreational Facilities, in order to best co-ordinate the operation and use of same with the Declarant's marketing/sales program for this Condominium. From and after the date of the turnover meeting, the use and enjoyment of the Recreational Facilities shall be governed by the Rules and regulations passed by the Board from time to time in connection therewith and the provisions of the Shared Facilities and Easement Agreement, to the extent applicable.
- (i) The media/meeting room which is located on Level 5, and which comprises part of the Common Elements shall only be used to accommodate meetings which have been

convened or arranged by (and which benefit) the Owners and/or tenants of the Residential Units and their respective invitees. A minimal damage deposit, together with a service/cleaning charge, must be paid, in advance for each day/night of use or occupancy thereof, in accordance with the Rules passed by the Board. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests and visitors to any such meeting, may be levied by the Board from time to time, in their sole discretion. No damage deposit, service/cleaning charge or security charge shall be required to be paid or posted for meetings of the Board and/or the Owners that are convened for the purposes of conducting the business and affairs of the Condominium.

- (j) Notwithstanding any other provision of this Declaration, until such time as the Declarant has sold and transferred title to all Units in this Condominium, the Declarant or its agents shall have the right, upon providing prior reasonable notice, to enter upon the Common Elements including any exclusive use Common Element areas, to make or effect any repairs or conduct any work that is its responsibility to perform and complete.
- (k) No animal, livestock or fowl, other than pets permitted pursuant to Section 3.1 of this Declaration, is permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole discretion, to be a danger or nuisance to the residents of the Condominium is permitted to be on or about the Common Elements.

4.5 **Maintenance and Repairs to Common Elements**

Save and except for any Common Elements which are subject to the Shared Facilities and Easement Agreement and save as otherwise specifically provided herein, the Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners in Section 5.1 of this Declaration.

Every Owner of a Residential Unit having the exclusive use of a terrace or balcony pursuant to Schedule "F" shall, upon the Corporation's request, provide access to and use thereof, to the Corporation or to any of its authorized workmen, servants, agents or contractors, for the purpose of facilitating and/or expediting the maintenance and/or repair thereof (or any Unit or Common Element area in this Condominium), including without limitation, the installation or operation of window washing equipment, scaffolding and a swing stage and every Owner of a Parking Unit or Bicycle Storage Unit or Storage Unit shall, upon the Corporation's request, provide access to and use thereof, to the Corporation or to any of its authorized workmen, servants, agents or contractors for the purpose of facilitating and/or expediting the maintenance and/or repair of any Unit, Common Element area or any component thereof in this Condominium.

4.6 **Modification of Common Elements**

- (a) Subject to the provisions of Subsections 97(4), (5), (6) and (7) of the Act, the Corporation may, by a vote of Owners who own at least sixty-six and two thirds percent (66 2/3%) of the Units that carry a right to vote or consent in the matters pertaining to the Condominium, make any substantial additions, alterations or improvements to the Common Elements, or may make any substantial change to the assets of the Corporation or any substantial change in any service provided to the Owners by the Corporation.
- (b) Subject to the provisions of Subsections 97(2) and (3) of the Act, the Corporation may make any non-substantial addition, alteration or improvement to the Common Elements, or may make any non-substantial change to the assets of the Corporation or any non-substantial change in any service provided to the Owners by the Corporation.
- (c) For purposes of this Section 4.6, the Board shall decide whether any addition, alteration, or improvement to or renovation of the Common Elements, or any change to the assets of the Corporation, is substantial, having regard to the provisions of the Act.
- (d) An Owner may make an addition, alteration or improvement to the common elements that is not contrary to the Act or this Declaration provided that the Board of Directors, by resolution, has approved the proposed addition, alteration or improvement and the Owner and the Corporation have entered into an agreement relating thereto, all in accordance with the provisions of Section 98 of the Act.

4.7 **Additions, Alterations or Improvements**

A complete set of all the plans and specifications given to the Board by the Declarant together with plans and specifications for any additions, alterations, or improvements from time to time made to the Common Elements or to any Unit with the prior consent in writing of the Board, shall be maintained in a

place of safe keeping at all times, for the use of the Corporation in rebuilding or repairing any damage to the Building, and for the use of any Owner.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Maintenance and Repairs by Owners

Each Owner shall maintain his Unit, and those parts of the Common Elements hereinafter specified and, subject to the provisions of this Declaration and Section 123 of the Act, each Owner shall repair his Unit, including improvements, after damage, all at his own expense. The determination of what constitutes an improvement shall be made by reference to the description of a standard unit for the class of unit to which the Unit belongs as set out in a by-law of the Board of Directors made under Clause 56(1)(h) of the Act, if such a by-law has been passed, or as set out in a schedule delivered to the Board by the Declarant pursuant to Clause 43(5)(h) of the Act. Without limiting the generality of the foregoing and for greater clarity, each Owner shall:

- (a) maintain the interior surface of doors which provide the means of ingress and egress from his Residential Unit and repair damage to those doors caused by the negligence of the Owner, members of his household, residents, guests, tenants, visitors or invitees to his Residential Unit;
- (b) maintain the interior surfaces of all windows and window sills contiguous to his Residential Unit and the exterior surface of all windows and window sills accessible by his balcony or terrace, together with the balcony or terrace itself which has been designated as an exclusive use area; and shall be responsible for the costs incurred by the Corporation to repair damage to such windows, window sills, balcony or terrace caused by the negligence of the Owner, members of his household, residents, guests, tenants, visitors or invitees to his Residential Unit;
- (c) maintain and repair the heating, air conditioning and ventilation equipment including thermostatic controls contained within and servicing his Residential Unit only, including the cleaning and replacement of air filters as directed by the Board and including regularly scheduled inspections by qualified personnel. The Corporation may make provisions in its annual budget for the maintenance and repair of the heating system servicing each Residential Unit, including the replacement of filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner of a Residential Unit shall be liable for any damage to or the malfunction of any such equipment caused by his failure to carry out the periodic cleaning and replacement of air filters or otherwise by the act or omission of the Owner, members of his household, tenants, visitors or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (d) maintain his balcony and/or terrace in a clean and slightly condition;
- (e) maintain his Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provisions in its annual budget for the cleaning of the Parking Garage;
- (f) maintain, repair and replace bathtub and shower enclosures, tiles, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit;
- (g) maintain his Bicycle Storage Unit or Storage Unit in a clean and slightly condition notwithstanding that the Corporation may make provisions in its annual budget for the cleaning of the Bicycle Storage Units and Storage Units.

5.2 Responsibility of Owners for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements which are caused by the failure of the Owner to so maintain and repair his Unit or to such parts of the Common Elements for which he is responsible or caused by the negligence or willful misconduct of the Owner, members of his household, residents, guests, tenants, visitors or invitees, save and except for any such damage to the Common Elements for which the cost of repair may be recovered under any policy or policies of insurance held by the Corporation. The Condominium shall conduct repairs that an Owner is obliged to make pursuant to Section 5.1 but does not make within a reasonable time, and the Owner shall be deemed to have consented to the making of such repairs and is obliged to reimburse the Corporation in full, including all legal fees and collection costs incurred by the Corporation, plus interest on all such monies at the rate of 18% per annum, calculated monthly, until paid by the Owner. The Corporation may, after notice, treat such monies as additional contribution towards the common expenses of the Owner which shall be recoverable by the Corporation as such.

5.3 Repair and Maintenance by Corporation

- (a) Except as otherwise provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces, doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces and exterior perimeter fencing, if any, erected by the Declarant along the boundaries of the Property.
- (b) Notwithstanding the provisions contained in Subsection 5.3(a), each Owner shall be responsible for the maintenance of all interior door and window surfaces contained within his Residential Unit.
- (c) The Corporation shall repair the Common Elements at its own expense and shall be responsible for the repair of exclusive use Common Elements, however, the Corporation shall not be responsible for the maintenance and repair of those parts of the Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to Section 5.1 hereof.
- (d) Every Owner shall forthwith reimburse the Corporation for all repairs to windows and doors servicing his Residential Unit following damage to same caused by such Owner's negligence or the negligence of the members of his household, residents, guests, tenants, visitors or invitees.

ARTICLE VI DUTIES OF THE CORPORATION

6.1 Duties

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

- (a) to assume and/or enter into the Shared Facilities and Easement Agreement as soon as possible after the registration of the Declaration, and to observe and comply (and, to the extent possible, to compel the observance and compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities and Easement Agreement and, if applicable, to appoint a representative to the committee contemplated in the Shared Facilities and Easement Agreement;
- (b) to operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises, at all times, those parts of the Common Elements of this Condominium which service or benefit or constitute the Shared Facilities;
- (c) to pay on a monthly basis the Corporation's share of the Shared Facilities Costs, as more particularly set out the Shared Facilities and Easement Agreement;
- (d) the Board shall, after notification thereof, adopt without amendment and be bound by all decisions made in accordance with the Shared Facilities and Easement Agreement in connection with matters dealt with therein as if such decisions were made by the Board itself, including decisions with respect to the determination of the Shared Facilities Costs;
- (e) not to interfere with the supply of (and insofar as the services are supplied from the Corporation's property, to cause) hydro, gas, water, heat and all other utilities or services (including such services which constitute Shared Facilities) to be provided to the Condominium so that same are fully operable during customary hours of use;
- (f) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner or their respective household members, residents, guests, tenants, visitors or invitees which would prohibit, or restrict, hinder, limit or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing or sale, construction programs, as more particularly set out in the foregoing provisions of this Declaration;
- (g) to enter into, abide by and comply with, the terms and provisions contained in any outstanding subdivision, condominium, site plan, development, collateral or similar agreements or development related agreements with third parties (as well as enter into a formal assumption agreement with any Governmental Authorities or third party relating thereto, if so required by any Governmental Authorities or third parties);
- (h) to formally retain an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act*, R.S.O. 1990, as amended, or alternatively, a certificate of practice within the meaning of *The Architects Act*, R.S.O.

1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act and Section 12 of O.Reg 48/01 (hereinafter referred to as the "Performance Audit") at any time between the sixth month and the tenth month following the registration of this Declaration, at which time the Corporation shall have a duty to:

- (i) permit the Declarant and its authorized employees, representatives and agents to accompany, and confer with, the consultant retained to carry out the Performance Audit for the Corporation (the "Performance Auditor") while same is being conducted and to provide the Declarant with at least fifteen days written notice prior to the commencement of the Performance Audit; and
- (ii) permit the Declarant and its authorized employees, representatives and agents to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit and bringing all matters requiring rectification to the immediate attention of the Declarant so that same may be properly dealt with and affording the Declarant the opportunity to verify, explain and/or clarify any potential matters of dispute to the Performance Auditor, prior to the end of the eleventh month following the registration of this Declaration and the corresponding completion of the Performance Audit and the submission of the Performance Auditor's report to the Board and the Tarion Warranty Corporation pursuant to Subsection 44(9) of the Act;

- (i) to observe and comply (and to the extent possible compel the observance and/or compliance by all Unit Owners, residents and respective tenants and/or invitees) with all of the requirements set forth in the Act and all of the terms and conditions set forth in this Declaration and the By-laws;
- (j) to take all reasonable steps to collect from each Unit Owner his proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien rights arising pursuant to the Act against each Unit in respect of which the Owner has defaulted in the payment of Common Expenses;
- (k) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators over, under, upon, across and through the Common Elements for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all related appurtenances thereto) in order to facilitate the supply of utilities and telephone, television and telecommunication services to each of the Units in the Condominium and, if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of agreements with utility and/or telephone, television and telecommunication suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to authorize the foregoing;
- (l) to assume the Reciprocal Tie-Back Agreement as soon as possible after the registration of the Declaration and to observe and comply (and, to the extent possible, to compel the observance and compliance by all Unit Owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Reciprocal Tie-Back Agreement; and
- (m) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration, the By-laws or the Act.

ARTICLE VII INSURANCE

7.1 Insurance Maintained by the Corporation

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

- (a) "All risk" Insurance: insurance against "all risks" (including damage by fire and major perils as defined in the Act) and insurance against such other perils or events as the Board may from time to time deem advisable insuring
 - (i) the Property and Building, except for any improvements or betterments made or acquired by the Owners; and
 - (ii) all assets of the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the Owners,

in an amount equal to the full replacement cost of such real and personal property and the Units and Common Elements, without deduction or depreciation, which policy or policies may be subject to a loss deductible clause as determined by the Board from time to time, which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units or the Common Elements (or any portion thereof) provided that if an Owner, tenant or other person residing in the Unit, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s) or any portion of the Common Elements, in those circumstances where such damage was not caused or contributed to by any act or omission of the Corporation (or its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost to repair the damage and the deductible limit shall be added to the common expenses payable in respect of such Owner's Unit and shall be recoverable by the Corporation as such. The determination of what constitutes an improvement or betterment made or acquired by an Owner shall be made by reference to the description of a standard unit for each class of Unit within the Condominium as set out in a by-law of the Board of Directors made under Clause 56(1)(h) of the Act or, if such a by-law has not been passed, as set out in a schedule delivered to the Board of Directors by the Declarant pursuant to Clause 43(5)(h) of the Act.

(b) **Policy Provisions**

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

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

(c) **Public Liability Insurance**

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than Two Million Dollars (\$2,000,000.00) per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

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

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 **General Provisions Regarding the Corporation's Insurance**

- (a) Prior to obtaining any new policy or policies of insurance in accordance with the provisions of this Declaration, and at such other times as the Board may deem advisable, and also upon the request of any Mortgagee or Mortgagees holding Mortgages registered against fifty percent (50%) or more of the Units, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

- (b) The Corporation, the Board and its officers shall have the exclusive right, on behalf of themselves 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 that the Board may, in writing, authorize any Owner to adjust any loss to his Unit.
- (c) Every Mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of its Mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. 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 giving the Mortgagee that right.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto maintained by the Corporation shall be issued as soon as possible to each Owner and a copy to each Mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and each Mortgagee noted on the Register of the Corporation who has requested same. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the corporation's property manager from time to time) available for inspection by any Owner or Mortgagee 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 the Corporation or to direct that loss shall be payable in any manner other than as provided for in this Declaration and the Act;
- (f) Where insurance proceeds are received by the Corporation or any other person other than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 7.5 of this Declaration.

7.3 Indemnity Insurance For Directors and Officers of the Corporation

The Corporation may, after the turnover meeting is held pursuant to Section 43 of the Act (and prior thereto, at its option), if available and deemed advisable, 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 incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any liability, cost, charge or expenses incurred as a result of a contravention of their duty to act honestly and in good faith or in contravention of the provisions of the Act.

7.4 Insurance Maintained by the Individual Owners

- (a) It is acknowledged that the insurance described in the preceding sections is the only insurance required to be obtained and maintained by the Corporation, and that the following insurance, or any other insurance, if deemed necessary or desirable by any Owner, should be obtained and maintained by each Owner for his own benefit at such Owner's expense:
 - (i) insurance on any additions, improvements or betterments made by an Owner to his Unit (to the extent that same are not covered as part of the standard unit for the class of unit to which the Owners' Unit belongs by the insurance maintained by the Corporation) and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy on his Unit in the event of damage. Every such policy of insurance shall contain waivers of subrogation against the Corporation, its officers, directors, manager, agents, employees and servants, and against the other Owners and their household members, residents, guests, tenants, invitees or licensees, except for any damage arising from vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) public liability insurance covering any liability of any Owner or any household member, resident, guest, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) insurance covering the deductible limit on the Corporation's master insurance policy or policies for which an Owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

- (i) 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 policy; and
- (ii) insurance covering special assessments levied by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

7.5 **Insurance Trust Agreement and Proceeds of Insurance Relating to the Condominium**

- (a) The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide for the following:
 - (i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen percent (15%) of the replacement cost of the property covered by the insurance policy;
 - (ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (iv) the notification by the Insurance Trustee to the Mortgagees of any insurance monies received by it.
- (b) If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.
- (c) In the event that:
 - (i) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
 - (ii) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any Mortgagee or Mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
 - (iii) the Board, in accordance with the provisions of the Act, determines that:
 - (A) there has not been substantial damage to twenty-five percent (25%) of the Buildings; or
 - (B) there has been substantial damage to twenty-five percent (25%) of the Buildings and within sixty (60) days thereafter the Owners who own eighty percent (80%) of the Units do not vote for termination,
 the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to make repairs pursuant to the provisions of this Declaration and the Act.

**ARTICLE VIII
TERMINATION**

- 8.1 The Corporation shall, within twenty (20) days after a determination, made in accordance with Section 123 of the Act, that there has been substantial damage to twenty five percent (25%) of

the building give to all Owners and to all Mortgagees noted on the Register of the Corporation notice of the determination and of the Owners' right to requisition a meeting of Owners to be held within sixty (60) days after the determination for the purpose of allowing the Owners to vote for termination. The Board shall register a notice of termination, in the prescribed form, terminating the government of the Property by the Act if the Owners of at least eighty percent (80%) of the Units, at the date of the vote, vote in favour of termination.

ARTICLE IX MISCELLANEOUS

9.1 General Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation and with respect to the exclusive use balconies and terraces to allow access for personnel and equipment to wash windows and to maintain and repair the exterior of the Building. Owners shall not object nor impede access to window washing anchors locating within exclusive use Common Element areas.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit and the Common Elements, including any exclusive use portions thereof, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any person authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care. Each Owner shall provide the Corporation with an address and the telephone number where he can usually be reached at such times of emergency or when repairs to the Unit are required.
- (d) The Corporation shall retain a key to all locks to each Residential Unit and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Residential Unit or to any part of the Common Elements of which such Owner has the exclusive use.
- (e) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Governmental Authority Requirement

The following requirements have been imposed by the relevant Governmental Authorities and are required to be included in this Declaration:

- (a) The proximity of the Condominium to TTC transit operations may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter transmissions collectively referred to as "Interferences" to the Condominium and despite the inclusion of control features within the Condominium, Interferences from transit operations may continue to be a concern, occasionally interfering with some activities of the occupants of the Condominium. Notwithstanding the foregoing, the Condominium agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences.
- (b) The public lane abutting the easterly boundary of the Property will be given low priority for winter maintenance by the City of Toronto, in accordance with City Council policy, and the said public lane will be salted but not plowed by the City.
- (c) The ceiling heights of Parking Units 35 and 36 on Level A and Storage Unit 34 on Level A (the "Low Headroom Units") do not meet the requirements of the 1997 Ontario Building Code. The Owners, from time to time, of the Low Headroom Units shall be required to confirm in the purchase agreement(s) pursuant to which they agree to acquire the Low Headroom Units, or any of them, from the Declarant to confirm that they have inspected the unit and agree to acquire the unit, to accept title thereto and to assume all liability arising from or relating to the substandard height of the ceiling and, for good and valuable

consideration, to release, remise and forever discharge the Declarant and the Condominium, their respective employees, agents, contractors, successors, assigns and those for whom at law they are responsible and the City of Toronto and those for whom at law it is responsible from all manner of actions, causes of action, proceedings, losses, injury or damage or claim for losses, injury or damage and liabilities whatsoever, both in law and in equity, which the Owner may thereafter have by reason of or in respect of any cause, act or matter arising from or relating to the substandard ceiling height in the applicable Low Headroom Unit and to covenant and agree not to join, assist, aid or act in concert in any manner whatsoever with any other person or entity in the making of any claim or demand or in the bringing of any proceeding or action against the Declarant, the Condominium or the City of Toronto arising out of or in relation to the matters hereinbefore remised, released and discharged.

9.3 Indemnification of the Corporation by Owners

Each Owner shall indemnify and save the Corporation harmless from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, members of his household, guests, visitors, tenants, invitees or licensees of his Unit, to the Common Elements or to any Unit, except for any loss, costs, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by any Owner pursuant to his section are deemed to be additional contributions toward the common expenses payable by such Owner, and are recoverable as such.

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

All present and future Owners, tenants and occupants of Units, including members of their households, residents, guests, tenants, visitors, invitees and licensees shall be subject to and shall comply with the provisions of this Declaration, the By-laws and any Rules and regulations of the Corporation.

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

9.5 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall be deemed not to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.6 Waiver

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

9.7 Interpretation of Declaration and Headings

This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has signed under the hands of its proper officers duly authorized in that behalf.

DATED at Toronto, this 16th day of March, 2010.

33 CHARLES STREET EAST INC.

Per: 
Name: Daniel C. Casey
Title: President

I/We have the authority to bind the Corporation.

CASA LANDS

SCHEDULE "A"

FIRSTLY:

Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1; Part of Lane (13 ft wide, closed by By-Law 1996-0014, Instrument CA386825), on Plan D-1; Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 1, 2 and 3 on a plan of survey of record deposited in the Land Titles Division of the Toronto Land Registry Office (No.66) as Plan 66R-23652, save and except PARTS 1 and 2 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No.66) as Plan 66R-23693, City of Toronto (hereinafter referred to as the "**Casa 1 Lands**").

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 6 and 11 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, along ramps and driveways situate within said PARTS 6 and 11, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 9, 10, 13, 15 and 16 on Plan 66R-23652, for the purposes of parking vehicles from 6:00 p.m. (Eastern Standard Time) to 8:00 a.m. (Eastern Standard Time), and no other times, for the sole use of the owners of the Casa 1 Lands and their guests, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 8 and 12 on Plan 66R-23652, for the purposes of emergency pedestrian egress, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 4 on Plan 66R-23652, for the purpose of vehicular and pedestrian access to and the use of the loading bay situate within said PART 4, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 5 on Plan 66R-23652 for the purposes of refuse storage and vehicular and pedestrian access thereto, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1, designated as PART 5 on Plan 66R-23652, for the purposes of an encroaching door swing, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 4, 5, 7 and 8 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the

maintenance, repair, construction or reconstruction of the building situate or to be situate within the Casa 1 Lands, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way in the nature of an easement in favour of the Casa 1 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 14 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way for access purposes in favour of the Casa 1 Lands, in, over, along and upon, Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1, designated as PARTS 1 and 2 on Plan 66R-23693 until such time as the said PARTS 1 and 2 on Plan 66R-23693 have been laid out and dedicated for public highway purposes as more particularly set out in Instrument No. AT2303146.

SUBJECT TO a right-of-way or right in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042 (hereinafter referred to as the “**Adjacent Lands**”), in and through Part of Unnumbered Lot, (South Side of Charles Street) on Plan D-1, designated as PART 2 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, along ramps and driveways situate within the said PART 2, as more particularly described in Instrument No. AT1473531.

SUBJECT TO a right-of-way or right in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 3 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, construction and reconstruction of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.

SUBJECT TO a right-of-way in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of the Unnumbered Lot (South Side of Charles Street), on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 3 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the purposes of inspecting, maintaining, repairing, operating, installing and replacing any service, utility, equipment, gas and water mains, storm and sanitary sewers, electrical wires, cables, conduits, ducts, telephone, cable television and telecommunication wires, sprinkler, fans, fire alarm systems and waterproofing membranes, all of which are necessary to the operation of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.

SUBJECT TO an easement in gross over the Casa 1 Lands in favour of Rogers Cable Communications Inc. as more particularly described in Instrument No. AT1487643.

(Being all of P.I.N. 21108-0227).

SECONDLY:

Part of Park Lot 8, Concession 1, From the Bay, designated as PART 17 on a plan of survey of record deposited in the Land Titles Division of the Toronto Land Registry Office (No.66) as Plan 66R-23652, City of Toronto (hereinafter referred to as the “**Casa 2 Lands**”).

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 6 and 11 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, along ramps and driveways situate within said PARTS 6 and 11, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 9, 10, 13, 15 and 16 on Plan 66R-23652, for the purposes of parking vehicles from 6:00 p.m. (Eastern Standard Time) to 8:00 a.m. (Eastern Standard Time), and no other times, for the sole use of the owners of the Casa 2 Lands and their guests, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 8 and 12 on Plan 66R-23652, for the purposes of emergency pedestrian egress, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 4 on Plan 66R-23652, for the purpose of vehicular and pedestrian access to and the use of the loading bay situate within said PART 4, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 5 on Plan 66R-23652 for the purposes of refuse storage and vehicular and pedestrian access thereto, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1, designated as PART 5 on Plan 66R-23652, for the purposes of an encroaching door swing, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 4, 5, 7 and 8 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, construction or reconstruction of the building situate or to be situate within the Casa 2 Lands, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 2 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 14 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way for access purposes in favour of the Casa 2 Lands, in, over, along and upon, Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1, designated as PARTS 1 and 2 on Plan 66R-23693 until such time as the said PARTS 1 and 2 on Plan 66R-23693 have been laid out and dedicated for public highway purposes as more particularly set out in Instrument No. AT 2303146.

SUBJECT TO a right-of-way or right in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 17 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, construction and reconstruction of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.

SUBJECT TO a right-of-way in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 17 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the purposes of inspecting, maintaining, repairing, operating, installing and replacing any service, utility, equipment, gas and water mains, storm and sanitary sewers, electrical wires, cables, conduits, ducts, telephone, cable television and telecommunication wires, sprinkler, fans, fire alarm systems and waterproofing membranes, all of which are necessary to the operation of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.

SUBJECT TO an easement in gross over the Casa 2 Lands in favour of Rogers Cable Communications Inc. as more particularly described in Instrument No. AT1487643.

(Being All of P.I.N. 21108-0222).

THIRDLY:

Part of Park Lot 8, Concession 1, From the Bay, designated as PART 18 on a plan of survey of record deposited in the Land Titles Division of the Toronto Land Registry Office (No.66) as Plan 66R-23652, City of Toronto (hereinafter referred to as the “**Casa 3 Lands**”).

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 6 and 11 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, along ramps and driveways situate within said PARTS 6 and 11, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PARTS 9, 10, 13, 15 and 16 on Plan 66R-23652, for the purposes of parking vehicles from 6:00 p.m. (Eastern Standard Time) to 8:00 a.m. (Eastern Standard Time), and no other times, for the sole use of the owners of the Casa 3 Lands and their guests, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 8 and 12 on Plan 66R-23652, for the purposes of emergency pedestrian egress, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 4 on Plan 66R-23652, for the purpose of vehicular and pedestrian access to and the use of the loading bay situate within said PART 4, as more particularly described in Instrument No. AT14723531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 and Part of Park Lot 8, Concession 1, From the Bay, designated as PART 5 on Plan 66R-23652 for the purposes of refuse storage and vehicular and pedestrian access thereto, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1, designated as PART 5 on Plan 66R-23652, for the purposes of an encroaching door swing, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825) on Plan D-1 designated as PARTS 4, 5, 7 and 8 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, construction or reconstruction of the building situate or to be situate within the Casa 3 Lands, as more particularly set out in Instrument No. AT1473531.

TOGETHER WITH a right-of-way or right in the nature of an easement in favour of the Casa 3 Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 14 on Plan 66R-23652, for the purposes of vehicular and pedestrian ingress and egress, as more particularly described in Instrument No. AT1473531.

TOGETHER WITH a right-of-way for access purposes in favour of the Casa 3 Lands, in, over, along and upon, Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1, designated as PARTS 1 and 2 on Plan 66R-23693 until such time as the said PARTS 1 and 2 on Plan 66R-23693 have been laid out and dedicated for public highway purposes as more particularly set out in Instrument No. AT2303146.

SUBJECT TO a right-of-way or right in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 18 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, construction and reconstruction of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.

SUBJECT TO a right-of-way in the nature of an easement for the benefit of Part of Park Lot 8, Concession 1, From the Bay and Part of Unnumbered Lot (South Side of Charles Street) on Plan D-1 and Part of Lane (13 ft wide, closed by By-law 1996-0014, Instrument CA386825), on Plan D-1 designated as PARTS 1, 2, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 19, 20, 22, 23 and 24 on Plan 66R-23042, being the Adjacent Lands, in and through Part of Park Lot 8, Concession 1, From the Bay, designated as PART 18 on Plan 66R-23652, for the access of persons, vehicles, materials and equipment necessary for the purposes of inspecting, maintaining, repairing, operating, installing and replacing any service, utility, equipment, gas and water mains, storm and sanitary sewers, electrical wires, cables, conduits, ducts, telephone, cable television and telecommunication wires, sprinkler, fans, fire alarm systems and waterproofing membranes, all of which are necessary to the operation of the building situate within the Adjacent Lands, as more particularly described in Instrument No. AT1473531.


SUBJECT TO an easement in gross over the Casa 3 Lands in favour of Rogers Cable Communications Inc. as more particularly described in Instrument No. AT1487643.

(Being All of P.I.N. 21108-0223).

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

Dale & Lessmann, LLP
duly authorized representatives for
33 CHARLES STREET EAST INC.

March 17, 2010
Dated

Per: 
Patricia E. Dunn

SCHEDULE "B"

CONSENT

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

1. bcIMC Construction Fund Corporation has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT1474020 in the Land Registry Office for the Land Titles Division of Toronto No. 66.
2. bcIMC Construction Fund Corporation consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. bcIMC Construction Fund Corporation postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. bcIMC Construction Fund Corporation is entitled by law to grant this consent and postponement.

Dated this 3 day of March, 2010.

bcIMC CONSTRUCTION FUND CORPORATION

Per: 
 Name: Kevin J. Weil
 Title: Portfolio Manager, Mortgages

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "B"


CONSENT

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

1. Lombard General Insurance Company of Canada has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT1474061 in the Land Registry Office for the Land Titles Division of Toronto No. 66.
2. Lombard General Insurance Company of Canada consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Lombard General Insurance Company of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. Lombard General Insurance Company of Canada is entitled by law to grant this consent and postponement.

Dated this 24th day of February, 2010.

**LOMBARD GENERAL INSURANCE COMPANY
OF CANADA**

Per: 
 Name: R. A. Ewen
 Title: Vice President

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "B"

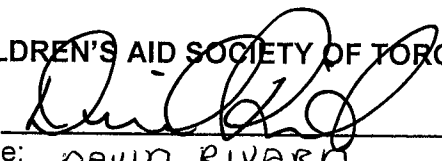
CONSENT

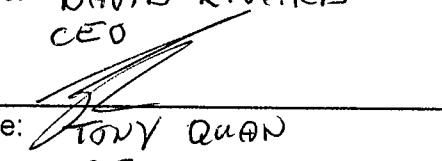
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. Children's Aid Society of Toronto has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT1474127 in the Land Registry Office for the Land Titles Division of Toronto No. 66.
2. Children's Aid Society of Toronto consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Children's Aid Society of Toronto postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. Children's Aid Society of Toronto is entitled by law to grant this consent and postponement.

Dated this 9 day of MARCH, 2010.

CHILDREN'S AID SOCIETY OF TORONTO

Per: 
 Name: DAVID RIVARD
 Title: CEO

Per: 
 Name: TONY QUAN
 Title: CFO

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. TCC Casa Inc. has a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT1474146 in the Land Registry Office for the Land Titles Division of Toronto No. 66.
2. TCC Casa Inc. consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. TCC Casa Inc. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. TCC Casa Inc. is entitled by law to grant this consent and postponement.

Dated this 16th day of March, 2010.

TCC CASA INC.

Per: _____
 Name: **David Berman**
 Title: **President**

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Parking Unit, Bicycle Storage Unit and Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 7 both inclusive on the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 7 both inclusive of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 12 inclusive on Levels 6 and 9 to 25 inclusive, Units 1 to 11 inclusive on Levels 7 and 8, Units 1 to 9 inclusive on Levels 27, 29, 31, 33, 35, 37, 38 and 40, Units 1 to 10 inclusive on Levels 26, 28, 30, 32, 34, 36 and 42 and Units 1 to 8 inclusive on Levels 39, 41 and 44, Units 1 to 7 inclusive on Level 43, Units 1 to 5 inclusive on Level 45 and Units 1 to 4 inclusive on Level 46).

2. BOUNDARIES OF THE GUEST SUITE UNITS

(being Units 1 and 2 on Level 5).

- a) Each Residential Unit and Guest Suite Unit is bounded vertically by one or a combination of the following:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Residential Unit and Guest Suite Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing separating the Unit from another Unit or from the Common Element and production.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of any glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 38 inclusive on Level D, Units 1 to 37 inclusive on Level C, Units 1 to 40 inclusive on Level B, Units 1 to 33 inclusive and Units 35 to 60 inclusive on Level A, Units 1 to 6 inclusive on Level 1, Units 1 to 34 inclusive on Level 2, Units 1 to 39 inclusive on Level 3 and Units 1 to 26 inclusive on Level 4).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane measured 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
 - iii) for Units 35 and 36 on Level A the lower surface and plane of the concrete ceiling slab and production.

- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
- i) the vertical plane established by measurement.
 - ii) the plane established by the line and face of concrete columns and the production thereof.
 - iii) the vertical plane established by measurement and perpendicular to the concrete wall.
 - iv) the unit side surface and plane of the concrete or concrete block walls and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and/or the production thereof.

4. **BOUNDARIES OF THE BICYCLE STORAGE UNITS**

(being Units 39 to 74 inclusive on Level D, Units 38 to 73 inclusive on Level C, Units 41 to 76 inclusive on Level B, Units 61 to 67 inclusive on Level A, Units 7 to 40 inclusive on Level 1, Units 35 to 62 inclusive on Level 2, Units 40 to 68 inclusive on Level 3 and Units 27 to 44 inclusive on Level 4).

- a) Each Bicycle Storage Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame.
- b) Each Bicycle Storage Unit is bounded horizontally by:
- i) the backside surface and plane of the drywall sheathing and production.
 - ii) the plane defined by the face of concrete or concrete block walls and production.
 - iii) the unit side surface and plane of the steel wire mesh and frame.

5. **BOUNDARIES OF THE STORAGE UNITS**

(being Unit 34 on Level A and Units 41 to 49 inclusive on Level 1).

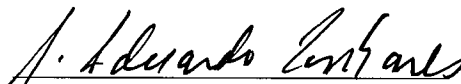
- a) Each Storage Unit is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame.
 - iii) the lower surface and plane of the concrete ceiling slab and production.
 - iv) the backside surface and plane of the drywall ceiling sheathing and production.
- b) Each Storage Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing and production.
 - ii) the plane defined by the face of concrete or concrete block walls and production.
 - iii) the unit side surface and plane of the steel wire mesh and frame.
 - iv) the vertical plane established by measurement.

C-3

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 7 inclusive of the Description.

March 3, 2010

Dated



J. Eduardo Linhares,
Ontario Land Surveyor

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

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
D	01	PARKING	0.04625
D	02	PARKING	0.04625
D	03	PARKING	0.04625
D	04	PARKING	0.04625
D	05	PARKING	0.04625
D	06	PARKING	0.04625
D	07	PARKING	0.04625
D	08	PARKING	0.04625
D	09	PARKING	0.04625
D	10	PARKING	0.04625
D	11	PARKING	0.04625
D	12	PARKING	0.04625
D	13	PARKING	0.04625
D	14	PARKING	0.04625
D	15	PARKING	0.04625
D	16	PARKING	0.04625
D	17	PARKING	0.04625
D	18	PARKING	0.04625
D	19	PARKING	0.04625
D	20	PARKING	0.04625
D	21	PARKING	0.04625
D	22	PARKING	0.04625
D	23	PARKING	0.04625
D	24	PARKING	0.04625
D	25	PARKING	0.04625
D	26	PARKING	0.04625
D	27	PARKING	0.04625
D	28	PARKING	0.04625
D	29	PARKING	0.04625
D	30	PARKING	0.04625
D	31	PARKING	0.04625
D	32	PARKING	0.04625
D	33	PARKING	0.04625
D	34	PARKING	0.04625
D	35	PARKING	0.04625
D	36	PARKING	0.04625
D	37	PARKING	0.04625
D	38	PARKING	0.04625
D	39	BICYCLE STORAGE	0.01211
D	40	BICYCLE STORAGE	0.01211
D	41	BICYCLE STORAGE	0.01211
D	42	BICYCLE STORAGE	0.01211
D	43	BICYCLE STORAGE	0.01211
D	44	BICYCLE STORAGE	0.01211
D	45	BICYCLE STORAGE	0.01211
D	46	BICYCLE STORAGE	0.01211
D	47	BICYCLE STORAGE	0.01211
D	48	BICYCLE STORAGE	0.01211
D	49	BICYCLE STORAGE	0.01211
D	50	BICYCLE STORAGE	0.01211
D	51	BICYCLE STORAGE	0.01211
D	52	BICYCLE STORAGE	0.01211
D	53	BICYCLE STORAGE	0.01211

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
D	54	BICYCLE STORAGE	0.01211
D	55	BICYCLE STORAGE	0.01211
D	56	BICYCLE STORAGE	0.01211
D	57	BICYCLE STORAGE	0.01211
D	58	BICYCLE STORAGE	0.01211
D	59	BICYCLE STORAGE	0.01211
D	60	BICYCLE STORAGE	0.01211
D	61	BICYCLE STORAGE	0.01211
D	62	BICYCLE STORAGE	0.01211
D	63	BICYCLE STORAGE	0.01211
D	64	BICYCLE STORAGE	0.01211
D	65	BICYCLE STORAGE	0.01211
D	66	BICYCLE STORAGE	0.01211
D	67	BICYCLE STORAGE	0.01211
D	68	BICYCLE STORAGE	0.01211
D	69	BICYCLE STORAGE	0.01211
D	70	BICYCLE STORAGE	0.01211
D	71	BICYCLE STORAGE	0.01211
D	72	BICYCLE STORAGE	0.01211
D	73	BICYCLE STORAGE	0.01211
D	74	BICYCLE STORAGE	0.01211
C	01	PARKING	0.04625
C	02	PARKING	0.04625
C	03	PARKING	0.04625
C	04	PARKING	0.04625
C	05	PARKING	0.04625
C	06	PARKING	0.04625
C	07	PARKING	0.04625
C	08	PARKING	0.04625
C	09	PARKING	0.04625
C	10	PARKING	0.04625
C	11	PARKING	0.04625
C	12	PARKING	0.04625
C	13	PARKING	0.04625
C	14	PARKING	0.04625
C	15	PARKING	0.04625
C	16	PARKING	0.04625
C	17	PARKING	0.04625
C	18	PARKING	0.04625
C	19	PARKING	0.04625
C	20	PARKING	0.04625
C	21	PARKING	0.04625
C	22	PARKING	0.04625
C	23	PARKING	0.04625
C	24	PARKING	0.04625
C	25	PARKING	0.04625
C	26	PARKING	0.04625
C	27	PARKING	0.04625
C	28	PARKING	0.04625
C	29	PARKING	0.04625
C	30	PARKING	0.04625
C	31	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
C	32	PARKING	0.04625
C	33	PARKING	0.04625
C	34	PARKING	0.04625
C	35	PARKING	0.04625
C	36	PARKING	0.04625
C	37	PARKING	0.04625
C	38	BICYCLE STORAGE	0.01211
C	39	BICYCLE STORAGE	0.01211
C	40	BICYCLE STORAGE	0.01211
C	41	BICYCLE STORAGE	0.01211
C	42	BICYCLE STORAGE	0.01211
C	43	BICYCLE STORAGE	0.01211
C	44	BICYCLE STORAGE	0.01211
C	45	BICYCLE STORAGE	0.01211
C	46	BICYCLE STORAGE	0.01211
C	47	BICYCLE STORAGE	0.01211
C	48	BICYCLE STORAGE	0.01211
C	49	BICYCLE STORAGE	0.01211
C	50	BICYCLE STORAGE	0.01211
C	51	BICYCLE STORAGE	0.01211
C	52	BICYCLE STORAGE	0.01211
C	53	BICYCLE STORAGE	0.01211
C	54	BICYCLE STORAGE	0.01211
C	55	BICYCLE STORAGE	0.01211
C	56	BICYCLE STORAGE	0.01211
C	57	BICYCLE STORAGE	0.01211
C	58	BICYCLE STORAGE	0.01211
C	59	BICYCLE STORAGE	0.01211
C	60	BICYCLE STORAGE	0.01211
C	61	BICYCLE STORAGE	0.01211
C	62	BICYCLE STORAGE	0.01211
C	63	BICYCLE STORAGE	0.01211
C	64	BICYCLE STORAGE	0.01211
C	65	BICYCLE STORAGE	0.01211
C	66	BICYCLE STORAGE	0.01211
C	67	BICYCLE STORAGE	0.01211
C	68	BICYCLE STORAGE	0.01211
C	69	BICYCLE STORAGE	0.01211
C	70	BICYCLE STORAGE	0.01211
C	71	BICYCLE STORAGE	0.01211
C	72	BICYCLE STORAGE	0.01211
C	73	BICYCLE STORAGE	0.01211
B	01	PARKING	0.04625
B	02	PARKING	0.04625
B	03	PARKING	0.04625
B	04	PARKING	0.04625
B	05	PARKING	0.04625
B	06	PARKING	0.04625
B	07	PARKING	0.04625
B	08	PARKING	0.04625
B	09	PARKING	0.04625
B	10	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
B	11	PARKING	0.04625
B	12	PARKING	0.04625
B	13	PARKING	0.04625
B	14	PARKING	0.04625
B	15	PARKING	0.04625
B	16	PARKING	0.04625
B	17	PARKING	0.04625
B	18	PARKING	0.04625
B	19	PARKING	0.04625
B	20	PARKING	0.04625
B	21	PARKING	0.04625
B	22	PARKING	0.04625
B	23	PARKING	0.04625
B	24	PARKING	0.04625
B	25	PARKING	0.04625
B	26	PARKING	0.04625
B	27	PARKING	0.04625
B	28	PARKING	0.04625
B	29	PARKING	0.04625
B	30	PARKING	0.04625
B	31	PARKING	0.04625
B	32	PARKING	0.04625
B	33	PARKING	0.04625
B	34	PARKING	0.04625
B	35	PARKING	0.04625
B	36	PARKING	0.04625
B	37	PARKING	0.04625
B	38	PARKING	0.04625
B	39	PARKING	0.04625
B	40	PARKING	0.04625
B	41	BICYCLE STORAGE	0.01211
B	42	BICYCLE STORAGE	0.01211
B	43	BICYCLE STORAGE	0.01211
B	44	BICYCLE STORAGE	0.01211
B	45	BICYCLE STORAGE	0.01211
B	46	BICYCLE STORAGE	0.01211
B	47	BICYCLE STORAGE	0.01211
B	48	BICYCLE STORAGE	0.01211
B	49	BICYCLE STORAGE	0.01211
B	50	BICYCLE STORAGE	0.01211
B	51	BICYCLE STORAGE	0.01211
B	52	BICYCLE STORAGE	0.01211
B	53	BICYCLE STORAGE	0.01211
B	54	BICYCLE STORAGE	0.01211
B	55	BICYCLE STORAGE	0.01211
B	56	BICYCLE STORAGE	0.01211
B	57	BICYCLE STORAGE	0.01211
B	58	BICYCLE STORAGE	0.01211
B	59	BICYCLE STORAGE	0.01211
B	60	BICYCLE STORAGE	0.01211
B	61	BICYCLE STORAGE	0.01211
B	62	BICYCLE STORAGE	0.01211
B	63	BICYCLE STORAGE	0.01211

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
B	64	BICYCLE STORAGE	0.01211
B	65	BICYCLE STORAGE	0.01211
B	66	BICYCLE STORAGE	0.01211
B	67	BICYCLE STORAGE	0.01211
B	68	BICYCLE STORAGE	0.01211
B	69	BICYCLE STORAGE	0.01211
B	70	BICYCLE STORAGE	0.01211
B	71	BICYCLE STORAGE	0.01211
B	72	BICYCLE STORAGE	0.01211
B	73	BICYCLE STORAGE	0.01211
B	74	BICYCLE STORAGE	0.01211
B	75	BICYCLE STORAGE	0.01211
B	76	BICYCLE STORAGE	0.01211
A	01	PARKING	0.04625
A	02	PARKING	0.04625
A	03	PARKING	0.04625
A	04	PARKING	0.04625
A	05	PARKING	0.04625
A	06	PARKING	0.04625
A	07	PARKING	0.04625
A	08	PARKING	0.04625
A	09	PARKING	0.04625
A	10	PARKING	0.04625
A	11	PARKING	0.04625
A	12	PARKING	0.04625
A	13	PARKING	0.04625
A	14	PARKING	0.04625
A	15	PARKING	0.04625
A	16	PARKING	0.04625
A	17	PARKING	0.04625
A	18	PARKING	0.04625
A	19	PARKING	0.04625
A	20	PARKING	0.04625
A	21	PARKING	0.04625
A	22	PARKING	0.04625
A	23	PARKING	0.04625
A	24	PARKING	0.04625
A	25	PARKING	0.04625
A	26	PARKING	0.04625
A	27	PARKING	0.04625
A	28	PARKING	0.04625
A	29	PARKING	0.04625
A	30	PARKING	0.04625
A	31	PARKING	0.04625
A	32	PARKING	0.04625
A	33	PARKING	0.04625
A	34	STORAGE	0.06383
A	35	PARKING	0.02313
A	36	PARKING	0.02313
A	37	PARKING	0.04625
A	38	PARKING	0.04625
A	39	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
A	40	PARKING	0.04625
A	41	PARKING	0.04625
A	42	PARKING	0.04625
A	43	PARKING	0.04625
A	44	PARKING	0.04625
A	45	PARKING	0.04625
A	46	PARKING	0.04625
A	47	PARKING	0.04625
A	48	PARKING	0.04625
A	49	PARKING	0.04625
A	50	PARKING	0.04625
A	51	PARKING	0.04625
A	52	PARKING	0.04625
A	53	PARKING	0.04625
A	54	PARKING	0.04625
A	55	PARKING	0.04625
A	56	PARKING	0.04625
A	57	PARKING	0.04625
A	58	PARKING	0.04625
A	59	PARKING	0.04625
A	60	PARKING	0.04625
A	61	BICYCLE STORAGE	0.01211
A	62	BICYCLE STORAGE	0.01211
A	63	BICYCLE STORAGE	0.01211
A	64	BICYCLE STORAGE	0.01211
A	65	BICYCLE STORAGE	0.01211
A	66	BICYCLE STORAGE	0.01211
A	67	BICYCLE STORAGE	0.01211
1	01	PARKING	0.04625
1	02	PARKING	0.04625
1	03	PARKING	0.04625
1	04	PARKING	0.04625
1	05	PARKING	0.04625
1	06	PARKING	0.04625
1	07	BICYCLE STORAGE	0.01211
1	08	BICYCLE STORAGE	0.01211
1	09	BICYCLE STORAGE	0.01211
1	10	BICYCLE STORAGE	0.01211
1	11	BICYCLE STORAGE	0.01211
1	12	BICYCLE STORAGE	0.01211
1	13	BICYCLE STORAGE	0.01211
1	14	BICYCLE STORAGE	0.01211
1	15	BICYCLE STORAGE	0.01211
1	16	BICYCLE STORAGE	0.01211
1	17	BICYCLE STORAGE	0.01211
1	18	BICYCLE STORAGE	0.01211
1	19	BICYCLE STORAGE	0.01211
1	20	BICYCLE STORAGE	0.01211
1	21	BICYCLE STORAGE	0.01211
1	22	BICYCLE STORAGE	0.01211
1	23	BICYCLE STORAGE	0.01211
1	24	BICYCLE STORAGE	0.01211

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
1	25	BICYCLE STORAGE	0.01211
1	26	BICYCLE STORAGE	0.01211
1	27	BICYCLE STORAGE	0.01211
1	28	BICYCLE STORAGE	0.01211
1	29	BICYCLE STORAGE	0.01211
1	30	BICYCLE STORAGE	0.01211
1	31	BICYCLE STORAGE	0.01211
1	32	BICYCLE STORAGE	0.01211
1	33	BICYCLE STORAGE	0.01211
1	34	BICYCLE STORAGE	0.01211
1	35	BICYCLE STORAGE	0.01211
1	36	BICYCLE STORAGE	0.01211
1	37	BICYCLE STORAGE	0.01211
1	38	BICYCLE STORAGE	0.01211
1	39	BICYCLE STORAGE	0.01211
1	40	BICYCLE STORAGE	0.01211
1	41	STORAGE	0.02022
1	42	STORAGE	0.02022
1	43	STORAGE	0.02022
1	44	STORAGE	0.02022
1	45	STORAGE	0.02022
1	46	STORAGE	0.02022
1	47	STORAGE	0.02022
1	48	STORAGE	0.02022
1	49	STORAGE	0.02022
2	01	PARKING	0.04625
2	02	PARKING	0.04625
2	03	PARKING	0.04625
2	04	PARKING	0.04625
2	05	PARKING	0.04625
2	06	PARKING	0.04625
2	07	PARKING	0.04625
2	08	PARKING	0.04625
2	09	PARKING	0.04625
2	10	PARKING	0.04625
2	11	PARKING	0.04625
2	12	PARKING	0.04625
2	13	PARKING	0.04625
2	14	PARKING	0.04625
2	15	PARKING	0.04625
2	16	PARKING	0.04625
2	17	PARKING	0.04625
2	18	PARKING	0.04625
2	19	PARKING	0.04625
2	20	PARKING	0.04625
2	21	PARKING	0.04625
2	22	PARKING	0.04625
2	23	PARKING	0.04625
2	24	PARKING	0.04625
2	25	PARKING	0.04625
2	26	PARKING	0.04625
2	27	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
2	28	PARKING	0.04625
2	29	PARKING	0.04625
2	30	PARKING	0.04625
2	31	PARKING	0.04625
2	32	PARKING	0.04625
2	33	PARKING	0.04625
2	34	PARKING	0.04625
2	35	BICYCLE STORAGE	0.01211
2	36	BICYCLE STORAGE	0.01211
2	37	BICYCLE STORAGE	0.01211
2	38	BICYCLE STORAGE	0.01211
2	39	BICYCLE STORAGE	0.01211
2	40	BICYCLE STORAGE	0.01211
2	41	BICYCLE STORAGE	0.01211
2	42	BICYCLE STORAGE	0.01211
2	43	BICYCLE STORAGE	0.01211
2	44	BICYCLE STORAGE	0.01211
2	45	BICYCLE STORAGE	0.01211
2	46	BICYCLE STORAGE	0.01211
2	47	BICYCLE STORAGE	0.01211
2	48	BICYCLE STORAGE	0.01211
2	49	BICYCLE STORAGE	0.01211
2	50	BICYCLE STORAGE	0.01211
2	51	BICYCLE STORAGE	0.01211
2	52	BICYCLE STORAGE	0.01211
2	53	BICYCLE STORAGE	0.01211
2	54	BICYCLE STORAGE	0.01211
2	55	BICYCLE STORAGE	0.01211
2	56	BICYCLE STORAGE	0.01211
2	57	BICYCLE STORAGE	0.01211
2	58	BICYCLE STORAGE	0.01211
2	59	BICYCLE STORAGE	0.01211
2	60	BICYCLE STORAGE	0.01211
2	61	BICYCLE STORAGE	0.01211
2	62	BICYCLE STORAGE	0.01211
3	01	PARKING	0.04625
3	02	PARKING	0.04625
3	03	PARKING	0.04625
3	04	PARKING	0.04625
3	05	PARKING	0.04625
3	06	PARKING	0.04625
3	07	PARKING	0.04625
3	08	PARKING	0.04625
3	09	PARKING	0.04625
3	10	PARKING	0.04625
3	11	PARKING	0.04625
3	12	PARKING	0.04625
3	13	PARKING	0.04625
3	14	PARKING	0.04625
3	15	PARKING	0.04625
3	16	PARKING	0.04625
3	17	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
3	18	PARKING	0.04625
3	19	PARKING	0.04625
3	20	PARKING	0.04625
3	21	PARKING	0.04625
3	22	PARKING	0.04625
3	23	PARKING	0.04625
3	24	PARKING	0.04625
3	25	PARKING	0.04625
3	26	PARKING	0.04625
3	27	PARKING	0.04625
3	28	PARKING	0.04625
3	29	PARKING	0.04625
3	30	PARKING	0.04625
3	31	PARKING	0.04625
3	32	PARKING	0.04625
3	33	PARKING	0.04625
3	34	PARKING	0.04625
3	35	PARKING	0.04625
3	36	PARKING	0.04625
3	37	PARKING	0.04625
3	38	PARKING	0.04625
3	39	PARKING	0.04625
3	40	BICYCLE STORAGE	0.01211
3	41	BICYCLE STORAGE	0.01211
3	42	BICYCLE STORAGE	0.01211
3	43	BICYCLE STORAGE	0.01211
3	44	BICYCLE STORAGE	0.01211
3	45	BICYCLE STORAGE	0.01211
3	46	BICYCLE STORAGE	0.01211
3	47	BICYCLE STORAGE	0.01211
3	48	BICYCLE STORAGE	0.01211
3	49	BICYCLE STORAGE	0.01211
3	50	BICYCLE STORAGE	0.01211
3	51	BICYCLE STORAGE	0.01211
3	52	BICYCLE STORAGE	0.01211
3	53	BICYCLE STORAGE	0.01211
3	54	BICYCLE STORAGE	0.01211
3	55	BICYCLE STORAGE	0.01211
3	56	BICYCLE STORAGE	0.01211
3	57	BICYCLE STORAGE	0.01211
3	58	BICYCLE STORAGE	0.01211
3	59	BICYCLE STORAGE	0.01211
3	60	BICYCLE STORAGE	0.01211
3	61	BICYCLE STORAGE	0.01211
3	62	BICYCLE STORAGE	0.01211
3	63	BICYCLE STORAGE	0.01211
3	64	BICYCLE STORAGE	0.01211
3	65	BICYCLE STORAGE	0.01211
3	66	BICYCLE STORAGE	0.01211
3	67	BICYCLE STORAGE	0.01211
3	68	BICYCLE STORAGE	0.01211
4	01	PARKING	0.04625

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
4	02	PARKING	0.04625
4	03	PARKING	0.04625
4	04	PARKING	0.04625
4	05	PARKING	0.04625
4	06	PARKING	0.04625
4	07	PARKING	0.04625
4	08	PARKING	0.04625
4	09	PARKING	0.04625
4	10	PARKING	0.04625
4	11	PARKING	0.04625
4	12	PARKING	0.04625
4	13	PARKING	0.04625
4	14	PARKING	0.04625
4	15	PARKING	0.04625
4	16	PARKING	0.04625
4	17	PARKING	0.04625
4	18	PARKING	0.04625
4	19	PARKING	0.04625
4	20	PARKING	0.04625
4	21	PARKING	0.04625
4	22	PARKING	0.04625
4	23	PARKING	0.04625
4	24	PARKING	0.04625
4	25	PARKING	0.04625
4	26	PARKING	0.04625
4	27	BICYCLE STORAGE	0.01211
4	28	BICYCLE STORAGE	0.01211
4	29	BICYCLE STORAGE	0.01211
4	30	BICYCLE STORAGE	0.01211
4	31	BICYCLE STORAGE	0.01211
4	32	BICYCLE STORAGE	0.01211
4	33	BICYCLE STORAGE	0.01211
4	34	BICYCLE STORAGE	0.01211
4	35	BICYCLE STORAGE	0.01211
4	36	BICYCLE STORAGE	0.01211
4	37	BICYCLE STORAGE	0.01211
4	38	BICYCLE STORAGE	0.01211
4	39	BICYCLE STORAGE	0.01211
4	40	BICYCLE STORAGE	0.01211
4	41	BICYCLE STORAGE	0.01211
4	42	BICYCLE STORAGE	0.01211
4	43	BICYCLE STORAGE	0.01211
4	44	BICYCLE STORAGE	0.01211
5	01	GUEST SUITE	0.00001
5	02	GUEST SUITE	0.00001
6	01	RESIDENTIAL UNIT	0.17479
6	02	RESIDENTIAL UNIT	0.13866
6	03	RESIDENTIAL UNIT	0.20195
6	04	RESIDENTIAL UNIT	0.12072
6	05	RESIDENTIAL UNIT	0.23530
6	06	RESIDENTIAL UNIT	0.17786
6	07	RESIDENTIAL UNIT	0.15965

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
6	08	RESIDENTIAL UNIT	0.17786
6	09	RESIDENTIAL UNIT	0.22604
6	10	RESIDENTIAL UNIT	0.10251
6	11	RESIDENTIAL UNIT	0.19273
6	12	RESIDENTIAL UNIT	0.13866
7	01	RESIDENTIAL UNIT	0.17479
7	02	RESIDENTIAL UNIT	0.13866
7	03	RESIDENTIAL UNIT	0.20195
7	04	RESIDENTIAL UNIT	0.12072
7	05	RESIDENTIAL UNIT	0.41316
7	06	RESIDENTIAL UNIT	0.15965
7	07	RESIDENTIAL UNIT	0.17786
7	08	RESIDENTIAL UNIT	0.22604
7	09	RESIDENTIAL UNIT	0.10251
7	10	RESIDENTIAL UNIT	0.19273
7	11	RESIDENTIAL UNIT	0.13866
8	01	RESIDENTIAL UNIT	0.17479
8	02	RESIDENTIAL UNIT	0.13866
8	03	RESIDENTIAL UNIT	0.20195
8	04	RESIDENTIAL UNIT	0.12072
8	05	RESIDENTIAL UNIT	0.41316
8	06	RESIDENTIAL UNIT	0.15965
8	07	RESIDENTIAL UNIT	0.17786
8	08	RESIDENTIAL UNIT	0.22604
8	09	RESIDENTIAL UNIT	0.10251
8	10	RESIDENTIAL UNIT	0.19273
8	11	RESIDENTIAL UNIT	0.13866
9	01	RESIDENTIAL UNIT	0.17479
9	02	RESIDENTIAL UNIT	0.13866
9	03	RESIDENTIAL UNIT	0.20195
9	04	RESIDENTIAL UNIT	0.12072
9	05	RESIDENTIAL UNIT	0.23530
9	06	RESIDENTIAL UNIT	0.17786
9	07	RESIDENTIAL UNIT	0.15965
9	08	RESIDENTIAL UNIT	0.17786
9	09	RESIDENTIAL UNIT	0.22604
9	10	RESIDENTIAL UNIT	0.10251
9	11	RESIDENTIAL UNIT	0.19273
9	12	RESIDENTIAL UNIT	0.13866
10	01	RESIDENTIAL UNIT	0.17479
10	02	RESIDENTIAL UNIT	0.13866
10	03	RESIDENTIAL UNIT	0.20195
10	04	RESIDENTIAL UNIT	0.12072
10	05	RESIDENTIAL UNIT	0.23530
10	06	RESIDENTIAL UNIT	0.17786
10	07	RESIDENTIAL UNIT	0.15965
10	08	RESIDENTIAL UNIT	0.17786
10	09	RESIDENTIAL UNIT	0.22604
10	10	RESIDENTIAL UNIT	0.10251
10	11	RESIDENTIAL UNIT	0.19273
10	12	RESIDENTIAL UNIT	0.13866
11	01	RESIDENTIAL UNIT	0.17479
11	02	RESIDENTIAL UNIT	0.13866
11	03	RESIDENTIAL UNIT	0.20195
11	04	RESIDENTIAL UNIT	0.12072
11	05	RESIDENTIAL UNIT	0.23530

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
11	06	RESIDENTIAL UNIT	0.17786
11	07	RESIDENTIAL UNIT	0.15965
11	08	RESIDENTIAL UNIT	0.17786
11	09	RESIDENTIAL UNIT	0.22604
11	10	RESIDENTIAL UNIT	0.10251
11	11	RESIDENTIAL UNIT	0.19273
11	12	RESIDENTIAL UNIT	0.13866
12	01	RESIDENTIAL UNIT	0.17479
12	02	RESIDENTIAL UNIT	0.13866
12	03	RESIDENTIAL UNIT	0.20195
12	04	RESIDENTIAL UNIT	0.12072
12	05	RESIDENTIAL UNIT	0.23530
12	06	RESIDENTIAL UNIT	0.17786
12	07	RESIDENTIAL UNIT	0.15965
12	08	RESIDENTIAL UNIT	0.17786
12	09	RESIDENTIAL UNIT	0.22604
12	10	RESIDENTIAL UNIT	0.10251
12	11	RESIDENTIAL UNIT	0.19273
12	12	RESIDENTIAL UNIT	0.13866
13	01	RESIDENTIAL UNIT	0.17479
13	02	RESIDENTIAL UNIT	0.13866
13	03	RESIDENTIAL UNIT	0.20195
13	04	RESIDENTIAL UNIT	0.12072
13	05	RESIDENTIAL UNIT	0.23530
13	06	RESIDENTIAL UNIT	0.17786
13	07	RESIDENTIAL UNIT	0.15965
13	08	RESIDENTIAL UNIT	0.17786
13	09	RESIDENTIAL UNIT	0.22604
13	10	RESIDENTIAL UNIT	0.10251
13	11	RESIDENTIAL UNIT	0.19273
13	12	RESIDENTIAL UNIT	0.13866
14	01	RESIDENTIAL UNIT	0.17479
14	02	RESIDENTIAL UNIT	0.13866
14	03	RESIDENTIAL UNIT	0.20195
14	04	RESIDENTIAL UNIT	0.12072
14	05	RESIDENTIAL UNIT	0.23530
14	06	RESIDENTIAL UNIT	0.17786
14	07	RESIDENTIAL UNIT	0.15965
14	08	RESIDENTIAL UNIT	0.17786
14	09	RESIDENTIAL UNIT	0.22604
14	10	RESIDENTIAL UNIT	0.10251
14	11	RESIDENTIAL UNIT	0.19273
14	12	RESIDENTIAL UNIT	0.13866
15	01	RESIDENTIAL UNIT	0.17479
15	02	RESIDENTIAL UNIT	0.13866
15	03	RESIDENTIAL UNIT	0.20195
15	04	RESIDENTIAL UNIT	0.12072
15	05	RESIDENTIAL UNIT	0.23530
15	06	RESIDENTIAL UNIT	0.17786
15	07	RESIDENTIAL UNIT	0.15965
15	08	RESIDENTIAL UNIT	0.17786
15	09	RESIDENTIAL UNIT	0.22604
15	10	RESIDENTIAL UNIT	0.10251
15	11	RESIDENTIAL UNIT	0.19273
15	12	RESIDENTIAL UNIT	0.13866
16	01	RESIDENTIAL UNIT	0.17479

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
16	02	RESIDENTIAL UNIT	0.13866
16	03	RESIDENTIAL UNIT	0.20195
16	04	RESIDENTIAL UNIT	0.12072
16	05	RESIDENTIAL UNIT	0.23530
16	06	RESIDENTIAL UNIT	0.17786
16	07	RESIDENTIAL UNIT	0.15965
16	08	RESIDENTIAL UNIT	0.17786
16	09	RESIDENTIAL UNIT	0.22604
16	10	RESIDENTIAL UNIT	0.10251
16	11	RESIDENTIAL UNIT	0.19273
16	12	RESIDENTIAL UNIT	0.13866
17	01	RESIDENTIAL UNIT	0.17479
17	02	RESIDENTIAL UNIT	0.13866
17	03	RESIDENTIAL UNIT	0.20195
17	04	RESIDENTIAL UNIT	0.12072
17	05	RESIDENTIAL UNIT	0.23530
17	06	RESIDENTIAL UNIT	0.17786
17	07	RESIDENTIAL UNIT	0.15965
17	08	RESIDENTIAL UNIT	0.17786
17	09	RESIDENTIAL UNIT	0.22604
17	10	RESIDENTIAL UNIT	0.10251
17	11	RESIDENTIAL UNIT	0.19273
17	12	RESIDENTIAL UNIT	0.13866
18	01	RESIDENTIAL UNIT	0.17479
18	02	RESIDENTIAL UNIT	0.13866
18	03	RESIDENTIAL UNIT	0.20195
18	04	RESIDENTIAL UNIT	0.12072
18	05	RESIDENTIAL UNIT	0.23530
18	06	RESIDENTIAL UNIT	0.17786
18	07	RESIDENTIAL UNIT	0.15965
18	08	RESIDENTIAL UNIT	0.17786
18	09	RESIDENTIAL UNIT	0.22604
18	10	RESIDENTIAL UNIT	0.10251
18	11	RESIDENTIAL UNIT	0.19273
18	12	RESIDENTIAL UNIT	0.13866
19	01	RESIDENTIAL UNIT	0.17479
19	02	RESIDENTIAL UNIT	0.13866
19	03	RESIDENTIAL UNIT	0.20195
19	04	RESIDENTIAL UNIT	0.12072
19	05	RESIDENTIAL UNIT	0.23530
19	06	RESIDENTIAL UNIT	0.17786
19	07	RESIDENTIAL UNIT	0.15965
19	08	RESIDENTIAL UNIT	0.17786
19	09	RESIDENTIAL UNIT	0.22604
19	10	RESIDENTIAL UNIT	0.10251
19	11	RESIDENTIAL UNIT	0.19273
19	12	RESIDENTIAL UNIT	0.13866
20	01	RESIDENTIAL UNIT	0.17479
20	02	RESIDENTIAL UNIT	0.13866
20	03	RESIDENTIAL UNIT	0.20195
20	04	RESIDENTIAL UNIT	0.12072
20	05	RESIDENTIAL UNIT	0.23530
20	06	RESIDENTIAL UNIT	0.17786
20	07	RESIDENTIAL UNIT	0.15965
20	08	RESIDENTIAL UNIT	0.17786
20	09	RESIDENTIAL UNIT	0.22604
20	10	RESIDENTIAL UNIT	0.10251

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
20	11	RESIDENTIAL UNIT	0.19273
20	12	RESIDENTIAL UNIT	0.13866
21	01	RESIDENTIAL UNIT	0.17479
21	02	RESIDENTIAL UNIT	0.13866
21	03	RESIDENTIAL UNIT	0.20195
21	04	RESIDENTIAL UNIT	0.12072
21	05	RESIDENTIAL UNIT	0.23530
21	06	RESIDENTIAL UNIT	0.17786
21	07	RESIDENTIAL UNIT	0.15965
21	08	RESIDENTIAL UNIT	0.17786
21	09	RESIDENTIAL UNIT	0.22604
21	10	RESIDENTIAL UNIT	0.10251
21	11	RESIDENTIAL UNIT	0.19273
21	12	RESIDENTIAL UNIT	0.13866
22	01	RESIDENTIAL UNIT	0.17479
22	02	RESIDENTIAL UNIT	0.13866
22	03	RESIDENTIAL UNIT	0.20195
22	04	RESIDENTIAL UNIT	0.12072
22	05	RESIDENTIAL UNIT	0.23530
22	06	RESIDENTIAL UNIT	0.17786
22	07	RESIDENTIAL UNIT	0.15965
22	08	RESIDENTIAL UNIT	0.17786
22	09	RESIDENTIAL UNIT	0.22604
22	10	RESIDENTIAL UNIT	0.10251
22	11	RESIDENTIAL UNIT	0.19273
22	12	RESIDENTIAL UNIT	0.13866
23	01	RESIDENTIAL UNIT	0.17479
23	02	RESIDENTIAL UNIT	0.13866
23	03	RESIDENTIAL UNIT	0.20195
23	04	RESIDENTIAL UNIT	0.12072
23	05	RESIDENTIAL UNIT	0.23530
23	06	RESIDENTIAL UNIT	0.17786
23	07	RESIDENTIAL UNIT	0.15965
23	08	RESIDENTIAL UNIT	0.17786
23	09	RESIDENTIAL UNIT	0.22604
23	10	RESIDENTIAL UNIT	0.10251
23	11	RESIDENTIAL UNIT	0.19273
23	12	RESIDENTIAL UNIT	0.13866
24	01	RESIDENTIAL UNIT	0.17479
24	02	RESIDENTIAL UNIT	0.13866
24	03	RESIDENTIAL UNIT	0.20195
24	04	RESIDENTIAL UNIT	0.12072
24	05	RESIDENTIAL UNIT	0.23530
24	06	RESIDENTIAL UNIT	0.17786
24	07	RESIDENTIAL UNIT	0.15965
24	08	RESIDENTIAL UNIT	0.17786
24	09	RESIDENTIAL UNIT	0.22604
24	10	RESIDENTIAL UNIT	0.10251
24	11	RESIDENTIAL UNIT	0.19273
24	12	RESIDENTIAL UNIT	0.13866
25	01	RESIDENTIAL UNIT	0.17479
25	02	RESIDENTIAL UNIT	0.13866
25	03	RESIDENTIAL UNIT	0.20195
25	04	RESIDENTIAL UNIT	0.12072
25	05	RESIDENTIAL UNIT	0.23530
25	06	RESIDENTIAL UNIT	0.17786

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
25	07	RESIDENTIAL UNIT	0.15965
25	08	RESIDENTIAL UNIT	0.17786
25	09	RESIDENTIAL UNIT	0.22604
25	10	RESIDENTIAL UNIT	0.10251
25	11	RESIDENTIAL UNIT	0.19273
25	12	RESIDENTIAL UNIT	0.13866
26	01	RESIDENTIAL UNIT	0.17479
26	02	RESIDENTIAL UNIT	0.13866
26	03	RESIDENTIAL UNIT	0.26527
26	04	RESIDENTIAL UNIT	0.28936
26	05	RESIDENTIAL UNIT	0.17786
26	06	RESIDENTIAL UNIT	0.33727
26	07	RESIDENTIAL UNIT	0.22604
26	08	RESIDENTIAL UNIT	0.20560
26	09	RESIDENTIAL UNIT	0.19273
26	10	RESIDENTIAL UNIT	0.13866
27	01	RESIDENTIAL UNIT	0.17479
27	02	RESIDENTIAL UNIT	0.13866
27	03	RESIDENTIAL UNIT	0.26527
27	04	RESIDENTIAL UNIT	0.28936
27	05	RESIDENTIAL UNIT	0.17786
27	06	RESIDENTIAL UNIT	0.33727
27	07	RESIDENTIAL UNIT	0.22604
27	08	RESIDENTIAL UNIT	0.19273
27	09	RESIDENTIAL UNIT	0.13866
28	01	RESIDENTIAL UNIT	0.17479
28	02	RESIDENTIAL UNIT	0.13866
28	03	RESIDENTIAL UNIT	0.26527
28	04	RESIDENTIAL UNIT	0.28936
28	05	RESIDENTIAL UNIT	0.17786
28	06	RESIDENTIAL UNIT	0.33727
28	07	RESIDENTIAL UNIT	0.22604
28	08	RESIDENTIAL UNIT	0.20560
28	09	RESIDENTIAL UNIT	0.19273
28	10	RESIDENTIAL UNIT	0.13866
29	01	RESIDENTIAL UNIT	0.17479
29	02	RESIDENTIAL UNIT	0.13866
29	03	RESIDENTIAL UNIT	0.26527
29	04	RESIDENTIAL UNIT	0.28936
29	05	RESIDENTIAL UNIT	0.17786
29	06	RESIDENTIAL UNIT	0.33727
29	07	RESIDENTIAL UNIT	0.22604
29	08	RESIDENTIAL UNIT	0.19273
29	09	RESIDENTIAL UNIT	0.13866
30	01	RESIDENTIAL UNIT	0.17479
30	02	RESIDENTIAL UNIT	0.13866
30	03	RESIDENTIAL UNIT	0.26527
30	04	RESIDENTIAL UNIT	0.28936
30	05	RESIDENTIAL UNIT	0.17786
30	06	RESIDENTIAL UNIT	0.33727
30	07	RESIDENTIAL UNIT	0.22604
30	08	RESIDENTIAL UNIT	0.20560
30	09	RESIDENTIAL UNIT	0.19273
30	10	RESIDENTIAL UNIT	0.13866
31	01	RESIDENTIAL UNIT	0.17479

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
31	02	RESIDENTIAL UNIT	0.13866
31	03	RESIDENTIAL UNIT	0.26527
31	04	RESIDENTIAL UNIT	0.28936
31	05	RESIDENTIAL UNIT	0.17786
31	06	RESIDENTIAL UNIT	0.33727
31	07	RESIDENTIAL UNIT	0.22604
31	08	RESIDENTIAL UNIT	0.19273
31	09	RESIDENTIAL UNIT	0.13866
32	01	RESIDENTIAL UNIT	0.17479
32	02	RESIDENTIAL UNIT	0.13866
32	03	RESIDENTIAL UNIT	0.26527
32	04	RESIDENTIAL UNIT	0.28936
32	05	RESIDENTIAL UNIT	0.17786
32	06	RESIDENTIAL UNIT	0.33727
32	07	RESIDENTIAL UNIT	0.22604
32	08	RESIDENTIAL UNIT	0.20560
32	09	RESIDENTIAL UNIT	0.19273
32	10	RESIDENTIAL UNIT	0.13866
33	01	RESIDENTIAL UNIT	0.17479
33	02	RESIDENTIAL UNIT	0.13866
33	03	RESIDENTIAL UNIT	0.26527
33	04	RESIDENTIAL UNIT	0.28936
33	05	RESIDENTIAL UNIT	0.17786
33	06	RESIDENTIAL UNIT	0.33727
33	07	RESIDENTIAL UNIT	0.22604
33	08	RESIDENTIAL UNIT	0.19273
33	09	RESIDENTIAL UNIT	0.13866
34	01	RESIDENTIAL UNIT	0.17479
34	02	RESIDENTIAL UNIT	0.13866
34	03	RESIDENTIAL UNIT	0.26527
34	04	RESIDENTIAL UNIT	0.28936
34	05	RESIDENTIAL UNIT	0.17786
34	06	RESIDENTIAL UNIT	0.33727
34	07	RESIDENTIAL UNIT	0.22604
34	08	RESIDENTIAL UNIT	0.20560
34	09	RESIDENTIAL UNIT	0.19273
34	10	RESIDENTIAL UNIT	0.13866
35	01	RESIDENTIAL UNIT	0.17479
35	02	RESIDENTIAL UNIT	0.13866
35	03	RESIDENTIAL UNIT	0.26527
35	04	RESIDENTIAL UNIT	0.28936
35	05	RESIDENTIAL UNIT	0.17786
35	06	RESIDENTIAL UNIT	0.33727
35	07	RESIDENTIAL UNIT	0.22604
35	08	RESIDENTIAL UNIT	0.19273
35	09	RESIDENTIAL UNIT	0.13866
36	01	RESIDENTIAL UNIT	0.17479
36	02	RESIDENTIAL UNIT	0.13866
36	03	RESIDENTIAL UNIT	0.26527
36	04	RESIDENTIAL UNIT	0.28936
36	05	RESIDENTIAL UNIT	0.17786
36	06	RESIDENTIAL UNIT	0.33727
36	07	RESIDENTIAL UNIT	0.22604
36	08	RESIDENTIAL UNIT	0.20560
36	09	RESIDENTIAL UNIT	0.19273
36	10	RESIDENTIAL UNIT	0.13866

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
37	01	RESIDENTIAL UNIT	0.17479
37	02	RESIDENTIAL UNIT	0.13866
37	03	RESIDENTIAL UNIT	0.26527
37	04	RESIDENTIAL UNIT	0.28936
37	05	RESIDENTIAL UNIT	0.17786
37	06	RESIDENTIAL UNIT	0.33727
37	07	RESIDENTIAL UNIT	0.22604
37	08	RESIDENTIAL UNIT	0.19273
37	09	RESIDENTIAL UNIT	0.13866
38	01	RESIDENTIAL UNIT	0.31653
38	02	RESIDENTIAL UNIT	0.26527
38	03	RESIDENTIAL UNIT	0.28936
38	04	RESIDENTIAL UNIT	0.17786
38	05	RESIDENTIAL UNIT	0.33727
38	06	RESIDENTIAL UNIT	0.22604
38	07	RESIDENTIAL UNIT	0.20560
38	08	RESIDENTIAL UNIT	0.19273
38	09	RESIDENTIAL UNIT	0.13866
39	01	RESIDENTIAL UNIT	0.31653
39	02	RESIDENTIAL UNIT	0.26527
39	03	RESIDENTIAL UNIT	0.28936
39	04	RESIDENTIAL UNIT	0.17786
39	05	RESIDENTIAL UNIT	0.33727
39	06	RESIDENTIAL UNIT	0.22604
39	07	RESIDENTIAL UNIT	0.19273
39	08	RESIDENTIAL UNIT	0.13866
40	01	RESIDENTIAL UNIT	0.31653
40	02	RESIDENTIAL UNIT	0.26527
40	03	RESIDENTIAL UNIT	0.28936
40	04	RESIDENTIAL UNIT	0.17786
40	05	RESIDENTIAL UNIT	0.33727
40	06	RESIDENTIAL UNIT	0.22604
40	07	RESIDENTIAL UNIT	0.20560
40	08	RESIDENTIAL UNIT	0.19273
40	09	RESIDENTIAL UNIT	0.13866
41	01	RESIDENTIAL UNIT	0.17479
41	02	RESIDENTIAL UNIT	0.40393
41	03	RESIDENTIAL UNIT	0.28936
41	04	RESIDENTIAL UNIT	0.17786
41	05	RESIDENTIAL UNIT	0.33727
41	06	RESIDENTIAL UNIT	0.22604
41	07	RESIDENTIAL UNIT	0.19273
41	08	RESIDENTIAL UNIT	0.13866
42	01	RESIDENTIAL UNIT	0.17479
42	02	RESIDENTIAL UNIT	0.13866
42	03	RESIDENTIAL UNIT	0.26527
42	04	RESIDENTIAL UNIT	0.28936
42	05	RESIDENTIAL UNIT	0.17786
42	06	RESIDENTIAL UNIT	0.33727
42	07	RESIDENTIAL UNIT	0.22604
42	08	RESIDENTIAL UNIT	0.20560
42	09	RESIDENTIAL UNIT	0.19273
42	10	RESIDENTIAL UNIT	0.13866
43	01	RESIDENTIAL UNIT	0.17479

SCHEDULE D

Percentage Interest in Common Elements by Unit Number and Level Number and
Percentage Contribution to Common Expenses by Unit and Level Number

Level	Unit	Type	Percentage of Interest in Common Elements Percentage of Common Expenses
43	02	RESIDENTIAL UNIT	0.40616
43	03	RESIDENTIAL UNIT	0.46583
43	04	RESIDENTIAL UNIT	0.33727
43	05	RESIDENTIAL UNIT	0.22604
43	06	RESIDENTIAL UNIT	0.19273
43	07	RESIDENTIAL UNIT	0.13866
44	01	RESIDENTIAL UNIT	0.17479
44	02	RESIDENTIAL UNIT	0.40616
44	03	RESIDENTIAL UNIT	0.46583
44	04	RESIDENTIAL UNIT	0.33727
44	05	RESIDENTIAL UNIT	0.22604
44	06	RESIDENTIAL UNIT	0.10251
44	07	RESIDENTIAL UNIT	0.19273
44	08	RESIDENTIAL UNIT	0.13866
45	01	RESIDENTIAL UNIT	0.28179
45	02	RESIDENTIAL UNIT	0.40616
45	03	RESIDENTIAL UNIT	0.46583
45	04	RESIDENTIAL UNIT	0.55855
45	05	RESIDENTIAL UNIT	0.34062
46	01	RESIDENTIAL UNIT	0.59355
46	02	RESIDENTIAL UNIT	0.54006
46	03	RESIDENTIAL UNIT	0.63920
46	04	RESIDENTIAL UNIT	0.58767
TOTAL			100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common expenses shall include, without limitation, the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act, this Declaration, the By-laws of the Corporation or other law or by agreement;
- (b) all sums of money paid or payable by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums;
 - (ii) water and sewage and electricity respecting Common Elements;
 - (iii) waste disposal and garbage collection;
 - (iv) maintenance materials, tools and supplies;
 - (v) snow removal including entranceways to the Building, stairs and driveways, and landscaping;
 - (vi) fuel, including gas, oil and hydro electricity unless metered separately for each Unit; and
 - (vii) the Shared Facilities and Easement Agreement.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and the manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property including, without limitation, the Guest Suites, for the use and enjoyment of the Property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, maintenance, managerial, secretarial or other service and professional advice required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law; and
- (j) all sums required to be paid to the reserve or contingency fund(s) as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

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

- a) the Owner(s) of each of the Residential Units, shall have the exclusive use of a balcony to which the said Residential Units provide direct and sole access.
- b) the Owner(s) of each of the Residential Units on Level 46 shall have the exclusive use of a Terrace to which the said Residential Units provide direct and sole access.

33 CHARLES STREET EAST, TORONTO

SCHEDULE "G"

CERTIFICATE OF ARCHITECT

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)

(under clause 8 (1)(e) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors, 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 the 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 provisions 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 ...THIRD..... day of ...FEBRUARY.., ...2010...

per architectsAlliance



Name & Title: Stephen R.M. Wells, Associate – Site Architect