

OFFICE SCHEDULE

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CERTIFICATE OF RECEIPT
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TORONTO (66)

2005-09-30 9:15

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.

1708

NEW PROPERTY IDENTIFIER'S BLOCK

12708

RECENTLY : BEING PART OF PIN: 21091-0034

DECLARANT : DOWNTOWN BUILDING GROUP INC.

SOLICITOR : GARY D, GOLDFARB

MEYER, WASSENAAR & BANACH LLP

5001 YONGE STREET
TORONTO ONT.

SUITE301

M2N-6P6

PHONE: 416 -223-9191

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No. OF UNI ## 744

FEES : \$70.00 + (\$5.00 x 744 = \$3,790.00)

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

DOWNTOWN BUILDING GROUP INC., a corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Declarant")

THE REGISTRATION of this declaration and description will create a Standard Condominium Corporation.

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" attached hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (hereinafter called the "Description");

AND WHEREAS the Declarant has constructed a high-rise building upon the said lands containing 332 Dwelling Units, being Units 1 to 17, inclusive, on Level 2; Units 1 to 16, inclusive and 18 to 24, inclusive, on Level 3; Units 1 to 23, inclusive, on Levels 4, 5 and 6; Units 1 to 22, inclusive, on Levels 7, 8, 9 and 10; Units 1 to 21, inclusive, on Levels 11, 12 and 13; Units 1 to 20, inclusive, on Levels 14 and 15, Units 1 to 16, inclusive, on Levels 16 and 17; 180 Parking Units being Units 6 to 16, inclusive on Level 1; Units 1 to 25, inclusive on Level A; Units 1 to 47, inclusive, on Level B and Units 1 to 48, inclusive on Level C; and Units 1 to 49, inclusive, on Level D; 164 Bicycle/Storage Units being Units 48 to 102, inclusive, Level B Units 49 to 103, inclusive, Level C; and Units 50 to 103, inclusive, Level D; 61 Storage Locker Units being Units 18 to 78, inclusive, Level 2; 5 Commercial Units being Units 1 to 5, inclusive on Level 1; and 2 Guest Suite Units being Units 17 and 25 on Level 3;

AND WHEREAS the Declarant intends that the said lands and interests appurtenant to the lands, together with the said building thereon shall be governed by Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

July 21, 2005

ARTICLE I
INTRODUCTORY

(1) Definitions - All words herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time and the following terms used herein shall have the meanings set out below, unless the context otherwise requires:

- (a) "Associate" means any person or corporation who is an associate of the Declarant within the meaning of the Securities Act R.S.O. 1990 c. S-5 and any other corporate entity in which an associate of the Declarant has an interest;
- (b) "Bicycle/Storage Units" means Units being Units 48 to 102, inclusive, Level B Units 49 to 103, inclusive, Level C; and Units 50 to 103, inclusive, Level D;
- (c) "Bishop's Houses" means the historic houses known as the Bishop's Houses located on the lands adjacent to the north of the Corporation;
- (d) "Board" means the board of directors of the Corporation;
- (e) "Commercial Units" means Units 1 - 5 on Level 1;
- (f) "Dwelling Units" shall mean Units 1 to 17, inclusive, on Level 2; Units 1 to 16, inclusive and 18 to 24, inclusive, on Level 3; Units 1 to 23, inclusive, on Levels 4, 5 and 6; Units 1 to 22, inclusive, on Levels 7, 8, 9 and 10; Units 1 to 21, inclusive, on Levels 11, 12 and 13; Units 1 to 20, inclusive, on Levels 14 and 15, Units 1 to 16, inclusive, on Levels 16 and 17;
- (g) "Manager" shall mean the manager appointed from time to time by the Corporation pursuant to the provisions of a management agreement approved by the Board;
- (h) "Parking Units" shall mean Units 6 to 16, inclusive on Level 1; Units 1 to 25, inclusive on Level A; Units 1 to 47, inclusive, on Level B and Units 1 to 48, inclusive on Level C; and Units 1 to 49, inclusive, on Level D;
- (i) "Storage Locker Units" shall mean Units 18 to 78, inclusive, Level 2;
- (j) "Units" means all of the Dwelling Units, Commercial Units, Parking Units, Bicycle/Storage Units and Storage Locker Units and "Unit" means one of them.

- (2) Type of Condominium - This Condominium is a Standard Freehold Condominium.
- (3) Act Governs - The Condominium Act governs the lands and premises described in Schedule "A" together with all interests appurtenant to the said lands (the "Lands") as the land and the interests are described in the description;
- (4) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interests appurtenant to the land as the land and the interests are described in the description is contained in Schedule "B" attached hereto.
- (5) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, Dwelling Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, each Dwelling Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common elements.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, each Bicycle/Storage Unit or Storage Locker Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Bicycle/Storage Unit or Storage Locker Unit.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, each Parking Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as

any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit.

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

(7) Exclusive Use of Common Elements - The owners of certain units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto.

(8) Address for Service and Mailing Address of the Corporation - The Corporation's address and mailing address shall be 230 King Street East, Toronto, Ontario, or such other address or addresses as may be determined by resolution of the Board or such other municipal address as may be approved for the building by the City of Toronto.

ARTICLE II COMMON EXPENSES

(1) Specifications of Common Expenses Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

(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 rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs 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 the reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.
- (4) Certificate of Common Expenses - The Corporation shall provide a Status Certificate and accompanying statements and information in accordance with Section 76 of the Act, and the regulations thereto, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with the sale or mortgage of a Unit.

ARTICLE III

UNITS

- (1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:
 - (a) Each of the Dwelling Units shall be occupied and used only as a private single family residence and, subject to the following, for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units in the Proposed Corporations have been sold by the Declarant. Notwithstanding the foregoing restrictions, the Declarant may lease or rent or the Declarant (and the Board subject to the following) may consent to a request from any third party to lease or rent Dwelling Units, furnished or unfurnished, on a short term or long term basis. The Declarant may grant such rights to third parties at any time up to 5 years following registration of the condominium and thereafter the Board shall have the right to grant such rights, provided that any such rights, once granted by the Declarant, cannot be revoked by the Board.
 - (b) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance placed by or on

behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

- (c) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, plumbing, structural, mechanical or electrical installation (save for usual lighting fixtures used in Unit) contained in or forming part of a Dwelling Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board of Directors; provided however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit.
- (d) No animal, livestock or fowl, other than a household pet as defined by the Rules and Regulations shall be kept or allowed in any Unit. No pet that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance shall be kept by any owner, tenant or other occupant of any Unit. Such owner, tenant or other occupant 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 shall be carried on in or around any Unit.
- (e) Where an owner of a Unit fails to contribute his proportionate share of common expense contributions for any one or more of such Units and a claim for and notice of lien is filed against title to the Unit in the unit register, the owner, any mortgagee of the Units, or any person claiming through either of them shall not be entitled to a discharge of the lien against any of the Units unless and until the outstanding contributions toward common expenses (including interest and collection costs) have been paid to the Corporation in respect of each of the Units.
- (f) The Declarant or its Associates may use Units as customer service suites, as model suites and/or sales office for sales purposes or as a project office in connection with Units constructed or to be constructed on the Lands or for sales of the units other condominium by the Declarant or its Associates or for any purpose desired by the Declarant or its Associates.

- (g) All shades or other window coverings in Dwelling Units 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 buildings. At least 65% of the floor area in each Dwelling Unit must be covered by carpeting.
- (h) No exterior aerial antennae or satellite dish shall be placed on any unit, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld.
- (i) Other than the Commercial Units, no sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or the outside of any unit, except for the signs marketing the condominium or the future projects of the Declarant and/or its Associates.
- (j) Each single parking unit shall be used and occupied only for the parking of one motor vehicle as may be from time to time defined in the Rules of the Corporation and each tandem parking unit shall be used and occupied only for the parking of one or two motor vehicles . Each Owner shall maintain his Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units. Parking Units 7 and 13 on Level 1 may only be transferred to the owners of the Bishop's Houses and may only be used for parking by the owners of the Bishop's Houses, or their tenants.
- (k) The Declarant and it Associates, at their option, shall have the right to use and allow their sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units or Bicycle/Storage Units which right shall continue until such time as all the Units in the Corporation have been sold by the Declarant.
- (l) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate 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.
- (m) No Parking Unit, Bicycle/Storage Unit or Storage Locker Unit shall be transferred, licensed, leased, or otherwise conveyed other than to an Owner of a Dwelling Unit or Commercial Unit, the Corporation, the owners of the Bishop's Houses, the

Declarant or its Associate provided, however, Parking Units, Bicycle/Storage Units or Storage Locker Units may be leased to tenants in actual occupation of Dwelling Units or Commercial Units in this condominium or tenants in the Bishop's Houses, subject to subparagraph (4) of Article IV of the Declaration. Parking Units, Bicycle/Storage Units or Storage Locker Units sold to any owner of a Commercial Unit may only be used by the owner and shall not be used for customer parking. Any mortgage or charge of a Dwelling Unit must also include in the charge any Parking Unit, Bicycle/Storage Unit and Storage Locker Unit owned by that Dwelling Unit owner.

- (n) Any instrument or other document purporting to effect a sale, transfer, assignment, charge or other conveyance of any Parking Unit, Bicycle/Storage Unit or Storage Locker Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.
- (o) The Declarant and its Associates may use one or more of the Units retained by the Declarant as customer service suites, model suites and/or sales office for sales purposes or as a project office in connection with Units constructed or to be constructed on the Lands or for sales or lease of the units in any other project by the Declarant or its Associates.
- (p) Each Bicycle/Storage Unit may only be used for the storage of bicycles or storage of other non-combustible materials which shall not constitute a danger or nuisance to the residents of the Corporation, the Units and Common Elements. Each Storage Locker Unit may be used for the same purpose other than storage of bicycles.
- (q) If any Parking Units are designated for the handicapped (hereinafter, the "Handicapped Parking Unit(s)") then these Handicapped Parking Units shall be subject to the following:
 - (i) In the event that a disabled driver, as defined in the regulations promulgated pursuant to the Highway Traffic Act R.S.O. 1990 c. H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Dwelling Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying a Handicapped Parking Unit shall (if not handicapped) upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the parking

unit which was purchased or leased by the disabled driver.

- (ii) When a disabled driver requests an exchange of occupancy rights for a Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice if neither the owner or the occupant of the Handicapped Parking Unit is handicapped.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (r) each Guest Suite Unit shall only be used by the owners and tenants of the Dwelling Units in this Condominium for receptions or to provide accommodations for their guests and by the Declarant for reception and promotional purposes. A charge for renting a guest suite to cover the service cleaning charge and the mortgage payments, or a portion thereof, will have to be paid, in advance, for occupancy thereof or for use by the Declarant, in accordance with the rules and regulations passed by the Board from time to time in connection therewith. The charge to the Declarant shall not be more than the charge to the Dwelling Unit owners for use of the Guest Suite Units. The use of the guest suites shall be subject to the terms and provisions of all applicable municipal by-laws and regulations and shall also be governed by the Rules of the Corporation in force from time to time. Provided that if the mortgage on the Guest Suite Units given by the Corporation on the purchase of the Guest Suite Units goes into default and the mortgagee exercises its foreclosure, power of sale or other remedies, then the restrictions of use of the Guest Suite Units set out in this subparagraph (r) shall cease to apply and the Guest Suite Units shall thereafter be deemed to be Dwelling Units and shall only have the same restrictions on use as are applicable to Dwelling Units herein.
- (s) The occupation and use of the Commercial Units shall be in accordance with the following restrictions and stipulations:
 - (i) The Commercial Units shall be used and occupied only for commercial/retail purposes (such as stores, restaurants or offices) in conformity with all applicable zoning and building by-laws and regulations of the City of Toronto, and conformity with the by-laws, rules and regulations of any other

governmental authority or agency having jurisdiction (all of the foregoing being hereinafter collectively referred to as the "Applicable Zoning By-laws"); provided however, that no Commercial Unit may be used as a bowling alley, commercial bath house, video arcade, massage establishment, tanning salon, a social club or undertaker's establishment; provided however that the foregoing shall not, prevent the Declarant from completing the buildings situate on the lands and all improvements thereto, maintaining some or all of the Commercial Units as models for display, sale and/or leasing purposes, and maintaining construction offices, displays and signs therein pursuant to the Declarant's or its Affiliates ongoing marketing and construction program in respect of this or other condominium, at such locations and having such dimensions as the Declarant or its Affiliates may determine in their sole discretion.

- (ii) The owners of the Commercial Units shall be entitled to erect and maintain signs or other advertising materials within or affixed to their respective units, or the common elements as long as there is no structural damage, and provided that same are erected or otherwise maintained in strict conformity with the provisions of the Applicable Zoning By-laws.
- (iii) Notwithstanding any provision in this declaration or in any by-laws or rules and regulations hereafter passed or enacted to the contrary, each owner of a Commercial Unit shall be entitled to alter and replace the existing floor coverings, wall coverings and ceiling coverings, if any, as well as any lighting fixtures and other finishings installed in such unit, and to affix any necessary mechanical or electrical systems servicing such unit to the ceiling slab of such unit and shall also be entitled to alter the configuration of, or remove, any non-load-bearing interior partition wall(s) within such unit, all without having to obtain the consent of the board of directors thereto; provided that
 - (a) any interior partition wall intended to be altered or removed is not a load-bearing wall, and contains no conduits, pipes, wires, cables and/or mechanical equipment or apparatus that provide power or service to any portion of the common elements or to any other unit (other than another Commercial Unit in the Condominium owned by the same owner);
 - (b) if the work is not being performed by or on behalf of the Declarant,

that copies of all plans and specifications prepared by a certified architect or engineer are first delivered to the Board showing, in complete detail, the proposed removal or alteration work, and confirming that such work will not affect or interfere with any such conduits, pipes, wires, cables and/or mechanical equipment or apparatus;

- (c) that the Commercial Unit owner, in effecting such alteration or removal, complies with all provisions of the Applicable Zoning By-laws, Building and Fire By-Laws and regulations;
 - (d) that adequate measures are taken by such owner so that any noise, vibration or interference caused to any of the other unit owners, or to the pedestrian access to and egress from any of the other Commercial Units, and arising from the said alteration or removal work, is minimized to the greatest possible extent; and
 - (e) that any resurrection or reconstruction of the said interior partition wall complies with all provisions of the Applicable Zoning By-laws.
- (iv) Any non-structural alteration work as described or contemplated in the preceding paragraph, which does however affect or interfere with any conduits, wires, cables and/or mechanical equipment or apparatus that supply power or any other service to any portion of the common elements or to any other unit (except for another Commercial Unit in the Condominium owned by the same owner) shall, if the work is not being performed by or on behalf of the Declarant, only be commenced or effected with the prior written consent of the Board, and in full compliance with all provisions or conditions imposed by the Board in connection therewith, including without limitation, the following:
- (a) that copies of all plans and specifications are first delivered to the Board from a certified architect or engineer showing, in complete detail, the proposed removal or alteration work, and illustrating, in sufficient detail, the manner in which any servicing equipment, apparatus or systems, and any other unit(s), and/or any portion of the common elements, may be effected thereby;

- (b) that the Commercial Unit owner, if effecting such removal or alteration, complies with all provisions of the Applicable Zoning By-laws;
 - (c) that the Board, acting reasonably, is satisfied that the use being made by other owners of their respective Units and of the common elements will not be unduly or unreasonably altered, disturbed or interfered with by such removal or alteration work, and that such work does not, and will not, unduly affect the structural integrity of any Unit or the common elements, or adversely interfere with the plumbing, heating, electrical or mechanical fixtures, equipment or systems servicing other units or the common elements (and in this regard, the board may require the payment of a reasonable cash deposit or the posting of a letter of credit or other reasonable sufficient and satisfactory security, in order to secure any of the obligations or matters described in this subparagraph);
 - (d) that adequate measures are taken so that any noise, vibration or interference caused to any of the other Unit owners, or to the pedestrian access to and egress from any of the other Commercial Units, arising from the said removal or alteration work, is minimized to the greatest possible extent; and
 - (e) that such owner seeking to effect such removal or alteration work, agrees in writing to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with, such removal or alteration work, and further agrees to provide and execute such further assurances as the board may reasonably require in connection therewith.
- (v) Notwithstanding anything contained in this declaration or in any by-laws or rules and regulations hereafter passed or enacted to the contrary, each of the owners of the Commercial Units shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the following:
- (a) the cost of all water, gas and hydro electric consumption and heating and air conditioning service to the Commercial Unit;

- (b) the cost of maintaining and repairing all windows contained within his unit and all other glass, plastic or other materials enclosing said unit or contained therein, including without limitation, the cost of cleaning and replacing, when necessary, all plate glass windows and doors in and to his unit;
 - (c) the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such unit, as monumented in Schedule "C" of this declaration); and
 - (d) the cost of all plate glass insurance coverage required or desired by such unit owner.
- (vi) Without limiting the generality of the foregoing, it is expressly understood that the condominium building may be designed and constructed with one set of bulk meters which will monitor and gauge the hydro electric and water service consumed or utilized by all of the commercial units and/or the common element areas. However, in such event, the Declarant will have installed separate check or consumption meters appurtenant to each Commercial Unit, and each Commercial Unit owner shall be obliged to maintain and repair, if necessary, the check or consumption meter appurtenant to his unit, at such owner's sole cost and expense. The Corporation will accordingly receive bulk invoices for the water and hydro electric service utilized or consumed by all of the units as a whole, from the local water and hydro authorities, pursuant to a reading taken by such authorities on a bulk meter basis (which bulk invoices are collectively referred to in this declaration as the "Bulk Condominium Bill"), and the Corporation shall pay the Bulk Condominium Bill, on behalf of all of the Unit owners, as and when due. Forthwith following the Corporation's receipt of the Bulk Commercial Bill, the Corporation shall issue and submit its own separate invoice(s) to each of the Commercial Unit owners, reflecting each owner's proportionate share of the Bulk Condominium Bill for the water and hydro electric service consumed by his Commercial Unit, determined or established pursuant to the reading taken by or on behalf of the Corporation of the check or consumption meter appurtenant to his unit (referred to in this declaration as each Commercial Unit owner's "Proportionate Share of Utilities" or "P.S.U."). Each Commercial Unit owner shall be obliged to pay to the Corporation his P.S.U. on or before the earlier

of the following two dates (which earlier date is hereinafter referred to as the "Due Date"), namely:

- (a) the twentieth (20th) day following receipt of an invoice from the Corporation setting out the P.S.U. required to be paid; or
- (b) two (2) business days (excluding Saturdays, Sundays and statutory holidays) prior to the due date for payment of the Bulk Condominium Bill by the Corporation to the local water and hydro authorities given reasonable notice to the owner of the amount.

In the event that any Commercial Unit owner fails to pay to the Corporation his P.S.U. on or before the Due Date, then the Corporation shall be entitled to charge and levy interest against such owner, calculated and accruing on such unpaid P.S.U. amount and on all costs and expenses incurred by the Corporation in collecting or attempting to collect same (including all legal expenses incurred by the Corporation on a solicitor-and-his-own client basis), at a rate equal to twenty-four percent (24%) per annum, calculated monthly not in advance, with interest on the unpaid P.S.U. commencing to accrue from the Due Date, and with interest on all such expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that the foregoing amounts are fully paid. In addition, the Corporation shall be entitled to maintain and enforce a lien against such defaulting owner's Commercial Unit, as security for the payment of said unpaid P.S.U. amount and all outstanding interest accruing thereon as aforesaid, in accordance with the provisions of Article III (1)(p) of this declaration.

- (vi) In the event that any owner of a Commercial Unit fails to pay to the Corporation his Proportionate Share of Utilities on or before the Due Date or the owner of any Unit fails to pay such owner's share of the common expenses or other amount owing to the Corporation by such owner hereunder, (hereinafter referred to as the "Defaulting Owner"), then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against the Defaulting Owner on such unpaid amounts, and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses

incurred by the Corporation on a solicitor-and-his-own client basis, at a rate equal to twenty-four percent (24%) per annum calculated monthly, not in advance, with interest on the unpaid amounts commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the amounts owing, and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in, or available to a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of The Mortgages Act, R.S.O. 1990, Chapter M.40 as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of said lien, to apply to such court for direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation, or the maintenance and enforcement of said lien by the Corporation.

Any monies received by the Corporation arising from the sale of the Defaulting Owner's unit pursuant to the Corporation's enforcement of the aforesaid lien or charge, shall be applied by the Corporation in the following order of priority:

- (I) firstly, to pay and fully satisfy all costs and expenses incurred by the Corporation in connection with its enforcement of the said lien or charge, and the ultimate sale of the Defaulting Owner's unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and

disbursements, together with all monies paid to prior encumbrancers in respect of such unit;

- (II) secondly, to pay to the Corporation and fully satisfy such Defaulting Owner's amounts owing to the Corporation, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, and accrued in respect of the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of twenty-four percent (24%) per annum, calculated monthly, not in advance;
- (III) thirdly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such unit after the registration of the Corporation's lien), in accordance with their respective priorities pursuant to the provisions of The Land Titles Act, R.S.O. 1990, Chapter L.5, as amended, and of the Act; and
- (IV) fourthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to its successors and assigns.

The lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's unit in priority to the registration of the said lien or charge of the Corporation (hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the said lien or charge against the Defaulting Owner's unit pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of a Commercial Unit, the then current registered owner thereof, or from any other party interested in such information, all at no charge, fee or expense to the party so requesting same.

Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's unit shall, upon payment to the Corporation of the full amount secured by the said

lien or charge so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment of the said lien or charge, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment of the said lien or charge, setting forth a date and time for the delivery of such discharge or assignment (which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice), and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), (Condominium Section), or at such other place and time as may be agreed upon by said parties. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation shall execute and deliver to said party the discharge or assignment of said lien or charge, in registrable form.

(2) Rights of Entry to the Unit

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other persons 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, and confirming compliance with the municipal requirements.
- (b) In case of an emergency, an agent, employee or authorized representative of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements and any part of the common elements of which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner, resident, or tenant of a unit, 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 for any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

- (d) The Corporation shall retain a key to all locks to each unit and exclusive use areas. No owner, resident, or tenant shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner, resident or tenant has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (e) The rights and authority hereby reserved to the Corporation, any insurer, or their respective agents, employees or authorized representatives do not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

ARTICLE IV LEASING OF DWELLING UNITS

(1) Notification of Lease

Other than for the Declarant or such third parties who have received consent for the short or long term lease of Dwelling Units pursuant to Article III, Section 1(a) hereof:

- (a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.
- (b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and 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 or the Declaration".

- (2) Tenant's Liability - 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, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the

defaulted payment, and shall pay same to the Corporation.

(3) Owner's Liability - Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

(4) Term - The term of a lease of a Parking Unit, a Bicycle/Storage Unit or a Storage Locker Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation.

ARTICLE V COMMON ELEMENTS

(1) General Use

Each owner may make reasonable use of, and has the right to enjoy the whole or any part of the common elements, subject to any condition or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "By-laws") the rules and regulations and the Reciprocal Agreement. However, no condition shall be permitted to exist, and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units, or that results in the cancellation of any policy of insurance referred to in the declaration.

No owner shall make any change or alteration to or installation upon common elements, or maintain, decorate, alter or repair any part of the common elements, save as allowed hereunder and except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in writing in accordance with the Act.

Notwithstanding anything herein to the contrary and notwithstanding any rules and regulations or By-laws of the Corporation to the contrary the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements, and within or outside any unsold Dwelling Units and/or Commercial Units pursuant to the Declarant's ongoing marketing and/or sales program in respect of the within Condominium or any other condominium being built by the Declarant or its Associates, at such location and having such dimensions as the Declarant or its Associates may determine in their sole discretion. The Declarant shall be entitled to enter upon the common elements during business hours for the purpose of photographing and/or videotaping said common elements for marketing and/or sales purposes.

The Declarant and its Associates have the right to use any of the common elements and amenities of the Condominium, including the meeting rooms, from time to time, without charge

therefor, both before and after registration of the Condominium.

(2) Exclusive use of parts of Common Elements

Subject to compliance with the Act, the Declaration, By-laws and rules and regulations passed pursuant to the Act, the owners of certain units shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

No exterior aerial antennae or satellite dish shall be placed on any part of the common elements, whether exclusive use or otherwise, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld.

(3) Restrictive Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, manager's offices, operations machinery, or operation of the property, and without the consent in writing of the board, no owner shall have the right of access to the residence and parking spaces used from time to time by any building staff. Provided, however, that this paragraph shall not apply to first mortgagees holding mortgages on at least ten percent (10%) of the units, who shall have the right of access for inspection upon forty-eight (48) hours' notice to the building manager.

(4) Additions, Alterations and Improvements

- (a) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected or planted within or in relation to the common elements, (including any part thereof over which any owner has the exclusive use), except by the Corporation or with its prior written consent or as permitted by the By-laws or rules and regulations, and except Commercial Unit signage.
- (b) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the Work.

(5) Pets

No animal, livestock or fowl other than a household pet as defined by the Rules or the Board shall be permitted upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet

that is deemed by the board or the Manager, in its absolute discretion to be a nuisance shall be permitted by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the board or Manager requesting removal of such pet, permanently remove such pet from the property.

(6) The owners, from time to time, of the Bishop's Houses shall be entitled to use of the common element amenities of the Corporation on an annual basis. In any year in which the owners of the Bishop's Houses make use of the common element amenities, they shall pay to the Corporation an amount equal to 0.016% of the Corporation's budgeted operating costs for said year.

(7) Visitors Parking

Visitors Parking shall form part of the the common elements and neither be used by or sold to unit owners or be considered part of the exclusive use portions of the common elements.

ARTICLE VI

MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit and exclusive use common element areas and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his units after damage, all at his own expense. Each owner shall be responsible for damage to any unit or to the common elements caused by the failure of the owner to so maintain and repair his unit.

(2) Save and except for the Commercial Units, the Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, whether such doors and windows are part of a unit or are part of the common elements.

Each owner of a Commercial Unit shall maintain and repair all doors which provide the means of ingress to and egress from his Unit, together with all windows in his Unit, whether such doors and windows are part of the Unit or are part of the common elements.

Each owner from time to time shall forthwith reimburse the Corporation for repairs and replacements to windows and doors serving his unit, and to exclusive common element areas, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of his servants, agents, tenants, members of his family or guests.

(3) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the

Corporation, In such event, an owner shall be deemed to have consented to having repairs done to his units by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs and all such costs shall bear interest at the rate of twenty-four percent (24%) per annum until paid by the owner. The Corporation may collect such costs in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner after the receipt of a written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(4) The Corporation shall maintain and repair the heating, air conditioning and ventilation equipment including thermostatic controls except in the Commercial Units, notwithstanding that such equipment has been installed for the sole benefit of a unit, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspection to be determined by and under the direction of the board. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidifier equipment, if any, which shall be the responsibility of the unit owner. The unit owner shall be liable for any damage or malfunction of such equipment caused by his failure to carry out the periodic cleaning and replacement of air filters and humidifier equipment, including humidifier water control setting, or otherwise by the act or omission of the unit owner, or his servants, agents, tenants, members of his family or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board.

ARTICLE VII DUTIES OF THE CORPORATION

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

- (a) to accept a conveyance from the Declarant of any Parking, Bicycle/Storage Units and/or Storage Locker Units that the Declarant desires to convey, from time to time, to the Corporation and to register the same in the appropriate Land Registry Office; and
- (b) to purchase from the Declarant for the Guest Suite Units on the following terms:
 - (i) purchase price of \$230.00 per square foot (based on the Declarant's surveyor's certificate) exclusive of any applicable goods and services tax, with a take back first mortgage (the "Mortgage") for the full purchase price to be registered on title and to be repayable

on the following terms and conditions:

- (ii) commencing on the registration of the Condominium the Mortgage shall bear interest at a rate to be set by the Declarant not to exceed ten (10%) percent per annum, calculated semi-annually, not in advance; shall have a term and amortization of ten (10) years following the first payment date and shall be repaid in monthly instalments with the first payment to commence three (3) months after the registration of the condominium;
 - (iii) The Mortgage shall be fully open and may be prepaid in full or in part without notice or bonus and shall be fully assignable by the mortgagee, The Mortgage will also provide that upon default, the mortgagee can collect all rent and other payments for use of the guest suite units and can obtain vacant possession of the Guest Suite Units if required. The mortgagee will also be entitled to exercise any other default remedies including foreclosure, power of sale and enforcement of the covenant to pay against the Condominium Corporation; and
- (c) to carry out such duties as are set out in the By-laws of the Corporation.

ARTICLE VIII INSURANCE

- (1) Insurance Maintained by the Corporation
 - (a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair or arising in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

- (i) the common elements;
- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the unit owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent.

(b) Public Liability and Boiler Insurance

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

(c) General Provisions re: Policies of Insurance

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

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed one hundred thousand dollars (\$100,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the owners, and any resident, tenants, invitee or licensee of a unit, except for damage arising out of arson, fraud or willful destruction caused by any one of the above;
- (iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five percent (25%) of the units;
- (iv) waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;

- (v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owners;
- (vi) waiver of insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to the Act, which provisions shall not be required to be contained in the Corporation's liability and property damage policy referred to in Section 1(b) above.
- (vii) requirements that the Corporation shall rebuild its common elements at least to the extent necessary to replace the facilities over which the owner of the Bishop's Houses have easements.

(2) General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this part, save for the Corporation's liability and property damage policy referred to in Section 1(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 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 property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the cost of such appraisal shall be a common expense, provided that during the first two (2) years following registration, the replacement value shall be deemed to be the sale price of the units subject to CPI increases through the period less land value and no appraisal shall be required during this period unless otherwise determined by the board.
- (b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance if the property is not repaired or replaced.

- (d) A certificate of memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and mortgagee who has notified the Corporation of his interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee or other insured, or by the insurance trustee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that the loss shall be payable in any manner other than as provided for in this declaration.

(3) Indemnity Insurance

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

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

- (a) Insurance on any additions or improvements made by an owner to his unit and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within this units, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, tenants, invitees or licencees of such other units except for any damage arising from vehicle impact, arson or fraud caused or contributed to by any of the above.
- (b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licencee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

- (c) Insurance covering additional living expenses incurred by an owner if forced to leave his Dwelling Unit.
- (d) Insurance covering special assessments levied against an owner's unit by the Corporation.
- (e) Plate glass insurance covering the cost of repairing and/or replacing any glass or enclosure forming part of or contained within any of the Commercial Units.

(5) Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licensee of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. Each owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of the breach of any rules or regulations in force from time to time by any owner, his family, his employee, guests or occupants of his unit.

(6) Insurance Trust Agreement

- (a) The Corporation shall enter into, and at all times maintain, an Insurance Trust Agreement with a trust company registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee. Such agreement shall provide that the trustee shall hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's owners respective obligations to repair, in accordance with the provisions of the Act and this Declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than one hundred thousand dollars (\$100,000.00) such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. The Insurance Trust Agreement shall ensure that the interests of the owner of the Bishop's Houses in certain easements and rights of way over this Corporation's property are adequately protected including the right to have same restored in the event of termination.
- (b) The Insurance Trust Agreement shall commence upon the date of registration of the

Corporation, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new board of directors has not yet been elected by the unit owners at a meeting called pursuant to Section 43(1) of the Act (the "Turnover Meeting"), then such Insurance Trust Agreement shall be renewed for a further twelve (12) month period upon written notice delivered by the Corporation to the Insurance Trustee requesting the renewal of same when a new board of directors has been elected at the Turnover Meeting, then the Insurance Trust Agreement shall terminate at the end of the twelve (12) month period during which the Turnover Meeting was held, unless same is ratified by the new board of directors. If ratified as aforesaid, the Insurance Trust Agreement (or any renewal thereof) shall continue automatically on an annual basis until sixty (60) days after the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. If the Insurance Trust Agreement is not ratified as aforesaid, then the new board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another trust company, chartered bank or other firm qualified to act as an insurance trustee, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation and will be maintained in accordance with any relevant provisions contained in any agreement entered into by the Corporation providing for cost sharing formulae for easemented areas and shared servicing systems.

ARTICLE IX MISCELLANEOUS

- (1) Invalidity - Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- (2) Waiver - The failure to take action to enforce any provisions contained in the Act, this Declaration, the by-laws, or any rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provisions.
- (3) Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.
- (4) Headings - The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

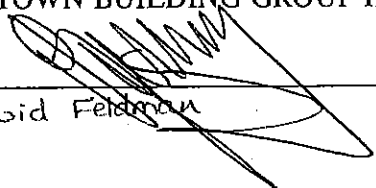
DATED at *Toronto* this 25th day of July, 2005

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

I have the authority to bind the Corporation.

DOWNTOWN BUILDING GROUP INC.

Per:


David Feldman

A.S.O.

c/s

SCHEDULE "A"

In the City of Toronto, in the Province of Ontario being composed of ^{Part} Lot 12 and Part of Lot 11, south side of Adelaide Street, and Lot 12 and Part of Lot 11, north side of King Street, according to a plan registered in the Registry Division of the Toronto Registry Office as the Town of York Plan, designated as PARTS 1, 2, 3 and 4 on a plan of survey or record deposited in the Land Titles Division for the Toronto Registry Office (No. 66) as Plan 66R-20533, save and except PARTS 1, 2, 7, 8 and 9 on a Plan of Survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-21981, hereinafter referred to as the "Condominium Lands".

The northerly limit of King Street East and the easterly limit of Sherbourne Street, as confirmed under the Boundaries Act by Plan BA-863, Instrument No. CT182066. The southerly limit of Adelaide Street East (formerly Duke Street), as confirmed under the Boundaries Act by Plan BA-788, Instrument No. CT157877.

SUBJECT TO an easement in favour of Rogers Cable Inc., over the "Condominium Lands", for the purposes as set out in Instrument CA681828.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of the Owner(s), their successors and assigns of Part of Lot 12, South Side of Adelaide Street, on said Registered Town of York Plan designated as PARTS 2 and 9 on said Plan 66R-21981, over, along and through part of said Lot 12, South Side of Adelaide Street, designated as PARTS 3 and 4 on said Plan 66R-21981, for the purposes of pedestrian ingress and egress.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of the Owner(s), their successors and assigns of Part of Lot 12, South Side of Adelaide Street, on said Registered Town of York Plan, designated as PARTS 1, 7 and 8 on said Plan 66R-21981, over, along and through part of said Lot 12, South side of Adelaide Street, designated as PARTS 3 and 4 on Plan 66R-21981, for the purpose of pedestrian ingress and egress.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of the Owner(s), their successors and assigns of Part of Lot 12, South Side of Adelaide Street on said Registered Town of York Plan, designated as PARTS 1, 2, 7, 8 and 9 on said Plan 66R-21981, over, along and through part of said Lot 12, South Side of Adelaide Street, designated as PARTS 3, 4 and 5 on said Plan 66R-21981, for the access of persons, vehicles, materials and equipment for the purposes of maintaining, repairing and reconstruction the building situate within PARTS 3, 4 and 5 on said Plan 66R-21981.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of the Owner(s), their successors and assigns of Part of Lot 12, South Side of Adelaide Street, on said Registered Town of York Plan, designated as PARTS 1, 2, 7, 8 and 9 on said Plan 66R-21981 over, along and through part of said Lot 12, South Side of Adelaide Street, designated as PARTS 3, 4 and 6 on said Plan 66R-21981, for vehicular and pedestrian access for the purposes of using the loading bay situate within PARTS 3, 4 and 6 on said Plan 66R-21981.

TOGETHER WITH a right-of-way in favour of the Owner(s) of Part of Lot 11, North Side of King Street, on said Registered Town of York Plan, designated as PART 4 on said Plan 66R-20533, over, along and upon part of said Lot 11, North Side of King Street, designated as PART 5 on said Plan 66R-20533, for the purposes as set out in Instrument CA778259.

Being Part of P.I.N. 21091 -0034 (LT).

In our opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal descriptions set out above is correct, the easements hereinbefore described exist in law and the declarant is the registered owner of the aforementioned lands and appurtenance easements hereinbefore described.

Aug 30/05

Dated

MEYER, WASSENAAR AND BANACH



G. Goldfarb

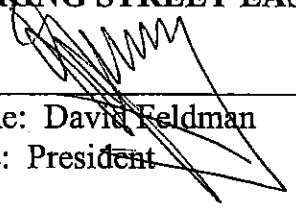
August 26, 2005
Ref: 1720-1.SCA

Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We 230 King Street East Inc. have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number CA778261 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent 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. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Dated this 25th day of July, 2005.

230 KING STREET EAST INC.

Per: 
Name: David Feldman
Title: President

We have authority to bind the Corporation.

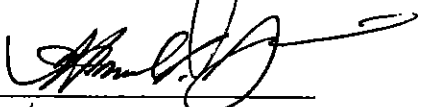
Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We St. Paul Guarantee Insurance Company have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT726007 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent 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. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Dated this 26th day of July, 2005.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per: 
Name: Denise Friesen
Title: **Senior Underwriter**

Per: 
Name: Howard Friedman
Title: A.S.O.

We have authority to bind the Corporation.

Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We Canadian Imperial Bank of Commerce have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number CA778260 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent 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. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Dated this 28 day of July, 2005.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

We have authority to bind the Corporation.

SCHEDULE "C"

Each Dwelling Unit, Guest Suite Unit, Commercial Unit, Parking Unit and Bicycle/Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 5 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 5 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 DWELLING UNITS

(being Units 1 to 17 inclusive on Level 2, Units 1 to 16 inclusive and 18 to 24 inclusive on Level 3, Units 1 to 23 inclusive on Levels 4, 5 and 6, Units 1 to 22 inclusive on Levels 7 to 10 inclusive, Units 1 to 21 inclusive on Levels 11 to 13 inclusive, Units 1 to 20 inclusive on Levels 14 and 15 and Units 1 to 16 inclusive on Levels 16 and 17).

2. BOUNDARIES OF THE GUEST SUITE UNITS

(being Units 17 and 25 on Level 3).

Each Dwelling Unit and Guest Suite Unit is bounded vertically by:

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

3. BOUNDARIES OF THE COMMERCIAL UNITS

(being Units 1 to 5 inclusive on Level 1).

- a) Each Commercial Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Commercial Unit is bounded horizontally by:
- i) the backside surface and plane of the drywall sheathing and production, where applicable.

- ii) the unit side surface and plane of the concrete or concrete block walls and production where applicable.
- iii) the exterior unfinished surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 6 to 16 inclusive on Level 1, Units 1 to 25 inclusive on Level A, Units 1 to 47 inclusive on Level B, Units 1 to 48 inclusive on Level C and Units 1 to 49 inclusive on Level D).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the plane measured 2.10 metres perpendicularly above and parallel to the concrete floor slab.
- b) Each Parking Unit is bounded horizontally by:
 - i) the plane defining the line and face of the concrete columns and/or walls and production.
 - ii) the vertical plane passing to the centre-line of columns or wall.
 - iii) the vertical plane established by measurement.
 - iv) the unit side surface and plane of the concrete or concrete block wall and production.

5. **BOUNDARIES OF THE BICYCLE/STORAGE UNITS**

(being Units 48 to 102 inclusive on Level B, Units 49 to 103 inclusive on Level C and Units 50 to 103 inclusive on Level D).

6. **BOUNDARIES OF THE STORAGE/LOCKER UNITS**

(being Units 18 to 78 inclusive on Level 2).

- a) Each Bicycle/Storage Unit and Storage/Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the upper surface and plane of the wire frame, or the plane measured 2.10 metres perpendicularly above and parallel to the concrete floor slab.
- b) Each Bicycle/Storage Unit and Storage/Locker Unit is bounded horizontally by:
 - i) the unit side surface and plane of the wire mesh and steel frames, or the backside of the drywall sheathing.

- ii) the plane defined by the face or concrete or concrete block walls and production.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 5 inclusive of the Description.

August 29, 2005
Dated

J. Eduardo Linhares
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.

Kings Court

SCHEDULE 'D'

PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
B1	1	1	0.61866	0.18456
C1	2	1	0.37235	0.11107
C2	3	1	0.55974	0.16698
C3	4	1	0.26393	0.07873
C4	5	1	0.60229	0.17968
201	1	2	0.21684	0.22104
202	2	2	0.23934	0.24398
203	3	2	0.29253	0.29820
204	4	2	0.19229	0.19601
205	5	2	0.22502	0.22939
206	6	2	0.28639	0.29194
207	7	2	0.28639	0.29194
210	8	2	0.18493	0.18851
211	9	2	0.28639	0.29194
212	10	2	0.28639	0.29194
213	11	2	0.28639	0.29194
214	12	2	0.28639	0.29194
215	13	2	0.28639	0.29194
216	14	2	0.34367	0.35033
222	15	2	0.22298	0.22726
223	16	2	0.23934	0.24398
224	17	2	0.21684	0.22104
301	1	3	0.21684	0.22104
302	2	3	0.23934	0.24398
303	3	3	0.29253	0.29820
304	4	3	0.19229	0.19601
305	5	3	0.22502	0.22939
306	6	3	0.28639	0.29194
307	7	3	0.28639	0.29194
308	8	3	0.43368	0.44219
309	9	3	0.27003	0.27526
310	10	3	0.28639	0.29194
311	11	3	0.27412	0.27944
312	12	3	0.28639	0.29194
313	13	3	0.27412	0.27944
314	14	3	0.27412	0.27944
315	15	3	0.28639	0.29194
316	16	3	0.34367	0.35033
Guest Suite 1 317a	17	3	0.00001	0.00000
Guest Suite 2 317b	25	3	0.00001	0.00000
318	18	3	0.28639	0.29194
319	19	3	0.28639	0.29194
320	20	3	0.22502	0.22939
321	21	3	0.19229	0.19601
322	22	3	0.30889	0.31488
323	23	3	0.23934	0.24398

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
324	24	3	0.21684	0.22104
401	1	4	0.21684	0.22104
402	2	4	0.23934	0.24398
403	3	4	0.29253	0.29820
404	4	4	0.19229	0.19601
405	5	4	0.22502	0.22939
406	6	4	0.28639	0.29194
408	7	4	0.45823	0.46711
409	8	4	0.20252	0.20644
410	9	4	0.20252	0.20644
411	10	4	0.27412	0.27944
412	11	4	0.28639	0.29194
413	12	4	0.27412	0.27944
414	13	4	0.27412	0.27944
415	14	4	0.28639	0.29194
416	15	4	0.34367	0.35033
417	16	4	0.28639	0.29194
418	17	4	0.28639	0.29194
419	18	4	0.28639	0.29194
420	19	4	0.22502	0.22939
421	20	4	0.19229	0.19601
422	21	4	0.30889	0.31488
423	22	4	0.23934	0.24398
424	23	4	0.21684	0.22104
501	1	4	0.21684	0.22104
502	2	5	0.23934	0.24398
503	3	5	0.29253	0.29820
504	4	5	0.19229	0.19601
505	5	5	0.22502	0.22939
506	6	5	0.28639	0.29194
508	7	5	0.45823	0.46711
509	8	5	0.20252	0.20644
510	9	5	0.20252	0.20644
511	10	5	0.27412	0.27944
512	11	5	0.28639	0.29194
513	12	5	0.27412	0.27944
514	13	5	0.27412	0.27944
515	14	5	0.28639	0.29194
516	15	5	0.34367	0.35033
517	16	5	0.28639	0.29194
518	17	5	0.28639	0.29194
519	18	5	0.28639	0.29194
520	19	5	0.22502	0.22939
521	20	5	0.19229	0.19601
522	21	5	0.30889	0.31488
523	22	5	0.23934	0.24398
524	23	5	0.21684	0.22104
601	1	6	0.21684	0.22104
602	2	6	0.23934	0.24398
603	3	6	0.29253	0.29820
604	4	6	0.19229	0.19601
605	5	6	0.22502	0.22939
606	6	6	0.28639	0.29194
608	7	6	0.45823	0.46711
609	8	6	0.20252	0.20644

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
610	9	6	0.20252	0.20644
611	10	6	0.27412	0.27944
612	11	6	0.28639	0.29194
613	12	6	0.27412	0.27944
614	13	6	0.27412	0.27944
615	14	6	0.28639	0.29194
616	15	6	0.34367	0.35033
617	16	6	0.28639	0.29194
618	17	6	0.28639	0.29194
619	18	6	0.28639	0.29194
620	19	6	0.22502	0.22939
621	20	6	0.19229	0.19601
622	21	6	0.30889	0.31488
623	22	6	0.23934	0.24398
624	23	6	0.21684	0.22104
701	1	7	0.21684	0.22104
702	2	7	0.23934	0.24398
703	3	7	0.29253	0.29820
705	4	7	0.34981	0.35659
706	5	7	0.20252	0.20644
708	6	7	0.41322	0.42123
709	7	7	0.20252	0.20644
710	8	7	0.20252	0.20644
711	9	7	0.27412	0.27944
712	10	7	0.28639	0.29194
713	11	7	0.27412	0.27944
714	12	7	0.27412	0.27944
715	13	7	0.28639	0.29194
716	14	7	0.34367	0.35033
717	15	7	0.28639	0.29194
718	16	7	0.28639	0.29194
719	17	7	0.28639	0.29194
720	18	7	0.22502	0.22939
721	19	7	0.19229	0.19601
722	20	7	0.30889	0.31488
723	21	7	0.23934	0.24398
724	22	7	0.21684	0.22104
801	1	8	0.21684	0.22104
802	2	8	0.23934	0.24398
803	3	8	0.29253	0.29820
805	4	8	0.34981	0.35659
806	5	8	0.20252	0.20644
808	6	8	0.41322	0.42123
809	7	8	0.20252	0.20644
810	8	8	0.20252	0.20644
811	9	8	0.27412	0.27944
812	10	8	0.28639	0.29194
813	11	8	0.27412	0.27944
814	12	8	0.27412	0.27944
815	13	8	0.28639	0.29194
816	14	8	0.34367	0.35033
817	15	8	0.28639	0.29194
818	16	8	0.28639	0.29194
819	17	8	0.28639	0.29194
820	18	8	0.22502	0.22939
821	19	8	0.19229	0.19601

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
822	20	8	0.30889	0.31488
823	21	8	0.23934	0.24398
824	22	8	0.21684	0.22104
901	1	9	0.21684	0.22104
902	2	9	0.23934	0.24398
903	3	9	0.29253	0.29820
905	4	9	0.34981	0.35659
906	5	9	0.20252	0.20644
908	6	9	0.41322	0.42123
909	7	9	0.20252	0.20644
910	8	9	0.20252	0.20644
911	9	9	0.27412	0.27944
912	10	9	0.28639	0.29194
913	11	9	0.27412	0.27944
914	12	9	0.27412	0.27944
915	13	9	0.28639	0.29194
916	14	9	0.34367	0.35033
917	15	9	0.28639	0.29194
918	16	9	0.28639	0.29194
919	17	9	0.28639	0.29194
920	18	9	0.22502	0.22939
921	19	9	0.19229	0.19601
922	20	9	0.30889	0.31488
923	21	9	0.23934	0.24398
924	22	9	0.21684	0.22104
1001	1	10	0.21684	0.22104
1002	2	10	0.23934	0.24398
1003	3	10	0.29253	0.29820
1005	4	10	0.34981	0.35659
1006	5	10	0.20252	0.20644
1008	6	10	0.41322	0.42123
1009	7	10	0.20252	0.20644
1010	8	10	0.20252	0.20644
1011	9	10	0.27412	0.27944
1012	10	10	0.28639	0.29194
1013	11	10	0.27412	0.27944
1014	12	10	0.27412	0.27944
1015	13	10	0.28639	0.29194
1016	14	10	0.34367	0.35033
1017	15	10	0.28639	0.29194
1018	16	10	0.28639	0.29194
1019	17	10	0.28639	0.29194
1020	18	10	0.22502	0.22939
1021	19	10	0.19229	0.19601
1022	20	10	0.30889	0.31488
1023	21	10	0.23934	0.24398
1024	22	10	0.21684	0.22104
1101	1	11	0.21684	0.22104
1102	2	11	0.23934	0.24398
1103	3	11	0.29253	0.29820
1105	4	11	0.34981	0.35659
1106	5	11	0.20252	0.20644
1108	6	11	0.41322	0.42123
1109	7	11	0.20252	0.20644
1110	8	11	0.20252	0.20644

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
1111	9	11	0.20252	0.20644
1112	10	11	0.20252	0.20644
1113	11	11	0.20252	0.20644
1114	12	11	0.20252	0.20644
1115	13	11	0.32935	0.33574
1116	14	11	0.33549	0.34199
1118	15	11	0.28639	0.29194
1119	16	11	0.28639	0.29194
1120	17	11	0.22502	0.22939
1121	18	11	0.19229	0.19601
1122	19	11	0.30889	0.31488
1123	20	11	0.23934	0.24398
1124	21	11	0.21684	0.22104
1201	1	12	0.21684	0.22104
1202	2	12	0.23934	0.24398
1203	3	12	0.29253	0.29820
1205	4	12	0.34981	0.35659
1206	5	12	0.20252	0.20644
1208	6	12	0.41322	0.42123
1209	7	12	0.20252	0.20644
1210	8	12	0.20252	0.20644
1211	9	12	0.20252	0.20644
1212	10	12	0.20252	0.20644
1213	11	12	0.20252	0.20644
1214	12	12	0.20252	0.20644
1215	13	12	0.32935	0.33574
1216	14	12	0.33549	0.34199
1218	15	12	0.28639	0.29194
1219	16	12	0.28639	0.29194
1220	17	12	0.22502	0.22939
1221	18	12	0.19229	0.19601
1222	19	12	0.30889	0.31488
1223	20	12	0.23934	0.24398
1224	21	12	0.21684	0.22104
1401	1	13	0.21684	0.22104
1402	2	13	0.23934	0.24398
1403	3	13	0.29253	0.29820
1405	4	13	0.34981	0.35659
1406	5	13	0.20252	0.20644
1408	6	13	0.41322	0.42123
1409	7	13	0.20252	0.20644
1410	8	13	0.20252	0.20644
1411	9	13	0.20252	0.20644
1412	10	13	0.20252	0.20644
1413	11	13	0.20252	0.20644
1414	12	13	0.20252	0.20644
1415	13	13	0.32935	0.33574
1416	14	13	0.33549	0.34199
1418	15	13	0.28639	0.29194
1419	16	13	0.28639	0.29194
1420	17	13	0.22502	0.22939
1421	18	13	0.19229	0.19601
1422	19	13	0.30889	0.31488
1423	20	13	0.23934	0.24398
1424	21	13	0.21684	0.22104

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
1501	1	14	0.21684	0.22104
1502	2	14	0.23934	0.24398
1503	3	14	0.18206	0.18560
1504	4	14	0.28639	0.29194
1505	5	14	0.18002	0.18350
1506	6	14	0.16570	0.16891
1508	7	14	0.33958	0.34616
1510	8	14	0.30685	0.31280
1512	9	14	0.20252	0.20644
1513	10	14	0.20252	0.20644
1514	11	14	0.20252	0.20644
1515	12	14	0.32935	0.33574
1516	13	14	0.33549	0.34199
1518	14	14	0.28639	0.29194
1519	15	14	0.28639	0.29194
1520	16	14	0.22502	0.22939
1521	17	14	0.19229	0.19601
1522	18	14	0.30889	0.31488
1523	19	14	0.23934	0.24398
1524	20	14	0.21684	0.22104
1601	1	15	0.21684	0.22104
1602	2	15	0.23934	0.24398
1603	3	15	0.18206	0.18560
1604	4	15	0.28639	0.29194
1605	5	15	0.18002	0.18350
1606	6	15	0.16570	0.16891
1608	7	15	0.33958	0.34616
1610	8	15	0.30685	0.31280
1612	9	15	0.20252	0.20644
1613	10	15	0.20252	0.20644
1614	11	15	0.20252	0.20644
1615	12	15	0.32935	0.33574
1616	13	15	0.33549	0.34199
1618	14	15	0.28639	0.29194
1619	15	15	0.28639	0.29194
1620	16	15	0.22502	0.22939
1621	17	15	0.19229	0.19601
1622	18	15	0.30889	0.31488
1623	19	15	0.23934	0.24398
1624	20	15	0.21684	0.22104
1701	1	16	0.21684	0.22104
1702	2	16	0.23934	0.24398
1703	3	16	0.18206	0.18560
1704	4	16	0.28639	0.29194
1705	5	16	0.18002	0.18350
1706	6	16	0.16570	0.16891
1708	7	16	0.31912	0.32531
1710	8	16	0.35799	0.36493
1712	9	16	0.35799	0.36493
1714	10	16	0.33753	0.34407
1716	11	16	0.30889	0.31488
1718	12	16	0.42141	0.42959
1720	13	16	0.39890	0.40665
1722	14	16	0.30889	0.31488
1723	15	16	0.23934	0.24398
1724	16	16	0.21684	0.22104

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
PH-1	1	17	0.21684	0.22104
PH-2	2	17	0.23934	0.24398
PH-3	3	17	0.18206	0.18560
PH-4	4	17	0.28639	0.29194
PH-5	5	17	0.18002	0.18350
PH-6	6	17	0.16570	0.16891
PH-8	7	17	0.31912	0.32531
PH-10	8	17	0.35799	0.36493
PH-12	9	17	0.35799	0.36493
PH-14	10	17	0.33753	0.34407
PH-16	11	17	0.30889	0.31488
PH-18	12	17	0.42141	0.42959
PH-20	13	17	0.39890	0.40665
PH-22	14	17	0.30889	0.31488
PH-23	15	17	0.23934	0.24398
PH-24	16	17	0.21684	0.22104
Parking	6	1	0.03836	0.03836
Parking	7	1	0.04621	0.04621
Parking	8	1	0.04621	0.04621
Parking	9	1	0.03836	0.03836
Parking	10	1	0.03836	0.03836
Parking	11	1	0.03836	0.03836
Parking	12	1	0.03836	0.03836
Parking	13	1	0.04621	0.04621
Parking	14	1	0.04621	0.04621
Parking	15	1	0.04621	0.04621
Parking	16	1	0.03836	0.03836
Locker	18	2	0.00872	0.00872
Locker	19	2	0.00872	0.00872
Locker	20	2	0.00872	0.00872
Locker	21	2	0.00872	0.00872
Locker	22	2	0.00872	0.00872
Locker	23	2	0.00872	0.00872
Locker	24	2	0.00872	0.00872
Locker	25	2	0.00872	0.00872
Locker	26	2	0.00872	0.00872
Locker	27	2	0.00872	0.00872
Locker	28	2	0.00872	0.00872
Locker	29	2	0.00872	0.00872
Locker	30	2	0.00872	0.00872
Locker	31	2	0.00872	0.00872
Locker	32	2	0.00872	0.00872
Locker	33	2	0.00872	0.00872
Locker	34	2	0.00872	0.00872
Locker	35	2	0.00872	0.00872
Locker	36	2	0.00872	0.00872
Locker	37	2	0.00872	0.00872
Locker	38	2	0.00872	0.00872
Locker	39	2	0.00872	0.00872
Locker	40	2	0.00872	0.00872
Locker	41	2	0.00872	0.00872
Locker	42	2	0.00872	0.00872
Locker	43	2	0.00872	0.00872
Locker	44	2	0.00872	0.00872
Locker	45	2	0.00872	0.00872
Locker	46	2	0.00872	0.00872
Locker	47	2	0.00872	0.00872
Locker	48	2	0.00872	0.00872
Locker	49	2	0.00872	0.00872
Locker	50	2	0.00872	0.00872

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Locker	51	2	0.00872	0.00872
Locker	52	2	0.00872	0.00872
Locker	53	2	0.00872	0.00872
Locker	54	2	0.00872	0.00872
Locker	55	2	0.00872	0.00872
Locker	56	2	0.00872	0.00872
Locker	57	2	0.00872	0.00872
Locker	58	2	0.00872	0.00872
Locker	59	2	0.00872	0.00872
Locker	60	2	0.00872	0.00872
Locker	61	2	0.00872	0.00872
Locker	62	2	0.00872	0.00872
Locker	63	2	0.00872	0.00872
Locker	64	2	0.00872	0.00872
Locker	65	2	0.00872	0.00872
Locker	66	2	0.00872	0.00872
Locker	67	2	0.00872	0.00872
Locker	68	2	0.00872	0.00872
Locker	69	2	0.00872	0.00872
Locker	70	2	0.00872	0.00872
Locker	71	2	0.00872	0.00872
Locker	72	2	0.00872	0.00872
Locker	73	2	0.00872	0.00872
Locker	74	2	0.00872	0.00872
Locker	75	2	0.00872	0.00872
Locker	76	2	0.00872	0.00872
Locker	77	2	0.00872	0.00872
Locker	78	2	0.00872	0.00872
Parking	1	A	0.04621	0.04621
Parking	2	A	0.04621	0.04621
Parking	3	A	0.04621	0.04621
Parking	4	A	0.04621	0.04621
Parking	5	A	0.04621	0.04621
Parking	6	A	0.04621	0.04621
Parking	7	A	0.04621	0.04621
Parking	8	A	0.04621	0.04621
Parking	9	A	0.04621	0.04621
Parking	10	A	0.04621	0.04621
Parking	11	A	0.04621	0.04621
Parking	12	A	0.04621	0.04621
Parking	13	A	0.04621	0.04621
Parking	14	A	0.04621	0.04621
	15	A	0.04621	0.04621
Parking	16	A	0.04621	0.04621
Parking	17	A	0.04621	0.04621
Parking	18	A	0.04621	0.04621
Parking	19	A	0.04621	0.04621
Parking	20	A	0.04621	0.04621
Parking	21	A	0.04621	0.04621
Parking	22	A	0.04621	0.04621
Parking	23	A	0.03836	0.03836
Parking	24	A	0.03836	0.03836
Parking	25	A	0.03836	0.03836
Parking	1	B	0.04621	0.04621
Parking	2	B	0.04621	0.04621
Parking	3	B	0.04621	0.04621
Parking	4	B	0.04621	0.04621
Parking	5	B	0.04621	0.04621
Parking	6	B	0.04621	0.04621
Parking	7	B	0.04621	0.04621
Parking	8	B	0.04621	0.04621

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Parking	9	B	0.04621	0.04621
Parking	10	B	0.04621	0.04621
Parking	11	B	0.04621	0.04621
Parking	12	B	0.04621	0.04621
Parking	13	B	0.04621	0.04621
Parking	14	B	0.04621	0.04621
Parking	15	B	0.04621	0.04621
Parking	16	B	0.03836	0.03836
Parking	17	B	0.04621	0.04621
Parking	18	B	0.04621	0.04621
Parking	19	B	0.04621	0.04621
Parking	20	B	0.04621	0.04621
Parking	21	B	0.04621	0.04621
Parking	22	B	0.04621	0.04621
Parking	23	B	0.04621	0.04621
Parking	24	B	0.04621	0.04621
Parking	25	B	0.04621	0.04621
Parking	26	B	0.04621	0.04621
Parking	27	B	0.04621	0.04621
Parking	28	B	0.04621	0.04621
Parking	29	B	0.04621	0.04621
Parking	30	B	0.04621	0.04621
Parking	31	B	0.04621	0.04621
Parking	32	B	0.04621	0.04621
Parking	33	B	0.04621	0.04621
Parking	34	B	0.04621	0.04621
Parking	35	B	0.04621	0.04621
Parking	36	B	0.04621	0.04621
Parking	37	B	0.04621	0.04621
Parking	38	B	0.04621	0.04621
Parking	39	B	0.04621	0.04621
Parking	40	B	0.04621	0.04621
Parking	41	B	0.04621	0.04621
Parking	42	B	0.04621	0.04621
Parking	43	B	0.04621	0.04621
Parking	44	B	0.03836	0.03836
Parking	45	B	0.03836	0.03836
Parking	46	B	0.03836	0.03836
Parking	47	B	0.03836	0.03836
Locker	48	B	0.00872	0.00872
Locker	49	B	0.00872	0.00872
Locker	50	B	0.00872	0.00872
Locker	51	B	0.00872	0.00872
Locker	52	B	0.00872	0.00872
Locker	53	B	0.00872	0.00872
Locker	54	B	0.00872	0.00872
Locker	55	B	0.00872	0.00872
Locker	56	B	0.00872	0.00872
Locker	57	B	0.00872	0.00872
Locker	58	B	0.00872	0.00872
Locker	59	B	0.00872	0.00872
Locker	60	B	0.00872	0.00872
Locker	61	B	0.00872	0.00872
Locker	62	B	0.00872	0.00872
Locker	63	B	0.00872	0.00872
Locker	64	B	0.00872	0.00872
Locker	65	B	0.00872	0.00872
Locker	66	B	0.00872	0.00872
Locker	67	B	0.00872	0.00872
Locker	68	B	0.00872	0.00872
Locker	69	B	0.00872	0.00872
Locker	70	B	0.00872	0.00872
Locker	71	B	0.00872	0.00872

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Locker	72	B	0.00872	0.00872
Locker	73	B	0.00872	0.00872
Locker	74	B	0.00872	0.00872
Locker	75	B	0.00872	0.00872
Locker	76	B	0.00872	0.00872
Locker	77	B	0.00872	0.00872
Locker	78	B	0.00872	0.00872
Locker	79	B	0.00872	0.00872
Locker	80	B	0.00872	0.00872
Locker	81	B	0.00872	0.00872
Locker	82	B	0.00872	0.00872
Locker	83	B	0.00872	0.00872
Locker	84	B	0.00872	0.00872
Locker	85	B	0.00872	0.00872
Locker	86	B	0.00872	0.00872
Locker	87	B	0.00872	0.00872
Locker	88	B	0.00872	0.00872
Locker	89	B	0.00872	0.00872
Locker	90	B	0.00872	0.00872
Locker	91	B	0.00872	0.00872
Locker	92	B	0.00872	0.00872
Locker	93	B	0.00872	0.00872
Locker	94	B	0.00872	0.00872
Locker	95	B	0.00872	0.00872
Locker	96	B	0.00872	0.00872
Locker	97	B	0.00872	0.00872
Locker	98	B	0.00872	0.00872
Locker	99	B	0.00872	0.00872
Locker	100	B	0.00872	0.00872
Locker	101	B	0.00872	0.00872
Locker	102	B	0.00872	0.00872
Parking	1	C	0.04621	0.04621
Parking	2	C	0.04621	0.04621
Parking	3	C	0.04621	0.04621
Parking	4	C	0.04621	0.04621
Parking	5	C	0.04621	0.04621
Parking	6	C	0.04621	0.04621
Parking	7	C	0.04621	0.04621
Parking	8	C	0.04621	0.04621
Parking	9	C	0.04621	0.04621
Parking	10	C	0.04621	0.04621
Parking	11	C	0.04621	0.04621
Parking	12	C	0.04621	0.04621
Parking	13	C	0.04621	0.04621
Parking	14	C	0.04621	0.04621
Parking	15	C	0.04621	0.04621
Parking	16	C	0.04621	0.04621
Parking	17	C	0.03836	0.03836
Parking	18	C	0.03836	0.03836
Parking	19	C	0.04621	0.04621
Parking	20	C	0.04621	0.04621
Parking	21	C	0.04621	0.04621
Parking	22	C	0.04621	0.04621
Parking	23	C	0.04621	0.04621
Parking	24	C	0.04621	0.04621
Parking	25	C	0.04621	0.04621
Parking	26	C	0.04621	0.04621
Parking	27	C	0.04621	0.04621
Parking	28	C	0.04621	0.04621
Parking	29	C	0.04621	0.04621

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Parking	30	C	0.04621	0.04621
Parking	31	C	0.04621	0.04621
Parking	32	C	0.04621	0.04621
Parking	33	C	0.04621	0.04621
Parking	34	C	0.04621	0.04621
Parking	35	C	0.04621	0.04621
Parking	36	C	0.04621	0.04621
Parking	37	C	0.04621	0.04621
Parking	38	C	0.04621	0.04621
Parking	39	C	0.04621	0.04621
Parking	40	C	0.04621	0.04621
Parking	41	C	0.04621	0.04621
Parking	42	C	0.04621	0.04621
Parking	43	C	0.04621	0.04621
Parking	44	C	0.04621	0.04621
Parking	45	C	0.03836	0.03836
Parking	46	C	0.03836	0.03836
Parking	47	C	0.03836	0.03836
Parking	48	C	0.03836	0.03836
Locker	49	C	0.00872	0.00872
Locker	50	C	0.00872	0.00872
Locker	51	C	0.00872	0.00872
Locker	52	C	0.00872	0.00872
Locker	53	C	0.00872	0.00872
Locker	54	C	0.00872	0.00872
Locker	55	C	0.00872	0.00872
Locker	56	C	0.00872	0.00872
Locker	57	C	0.00872	0.00872
Locker	58	C	0.00872	0.00872
Locker	59	C	0.00872	0.00872
Locker	60	C	0.00872	0.00872
Locker	61	C	0.00872	0.00872
Locker	62	C	0.00872	0.00872
Locker	63	C	0.00872	0.00872
Locker	64	C	0.00872	0.00872
Locker	65	C	0.00872	0.00872
Locker	66	C	0.00872	0.00872
Locker	67	C	0.00872	0.00872
Locker	68	C	0.00872	0.00872
Locker	69	C	0.00872	0.00872
Locker	70	C	0.00872	0.00872
Locker	71	C	0.00872	0.00872
Locker	72	C	0.00872	0.00872
Locker	73	C	0.00872	0.00872
Locker	74	C	0.00872	0.00872
Locker	75	C	0.00872	0.00872
Locker	76	C	0.00872	0.00872
Locker	77	C	0.00872	0.00872
Locker	78	C	0.00872	0.00872
Locker	79	C	0.00872	0.00872
Locker	80	C	0.00872	0.00872
Locker	81	C	0.00872	0.00872
Locker	82	C	0.00872	0.00872
Locker	83	C	0.00872	0.00872
Locker	84	C	0.00872	0.00872
Locker	85	C	0.00872	0.00872
Locker	86	C	0.00872	0.00872
Locker	87	C	0.00872	0.00872
Locker	88	C	0.00872	0.00872
Locker	89	C	0.00872	0.00872
Locker	90	C	0.00872	0.00872
Locker	91	C	0.00872	0.00872
Locker	92	C	0.00872	0.00872

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Locker	93	C	0.00872	0.00872
Locker	94	C	0.00872	0.00872
Locker	95	C	0.00872	0.00872
Locker	96	C	0.00872	0.00872
Locker	97	C	0.00872	0.00872
Locker	98	C	0.00872	0.00872
Locker	99	C	0.00872	0.00872
Locker	100	C	0.00872	0.00872
Locker	101	C	0.00872	0.00872
Locker	102	C	0.00872	0.00872
Locker	103	C	0.00872	0.00872
Parking	1	D	0.04621	0.04621
Parking	2	D	0.04621	0.04621
Parking	3	D	0.04621	0.04621
Parking	4	D	0.04621	0.04621
Parking	5	D	0.04621	0.04621
Parking	6	D	0.04621	0.04621
Parking	7	D	0.04621	0.04621
Parking	8	D	0.04621	0.04621
Parking	9	D	0.04621	0.04621
Parking	10	D	0.04621	0.04621
Parking	11	D	0.04621	0.04621
Parking	12	D	0.04621	0.04621
Parking	13	D	0.04621	0.04621
Parking	14	D	0.04621	0.04621
Parking	15	D	0.04621	0.04621
Parking	16	D	0.04621	0.04621
Parking	17	D	0.03836	0.03836
Parking	18	D	0.03836	0.03836
Parking	19	D	0.04621	0.04621
Parking	20	D	0.04621	0.04621
Parking	21	D	0.04621	0.04621
Parking	22	D	0.04621	0.04621
Parking	23	D	0.04621	0.04621
Parking	24	D	0.04621	0.04621
Parking	25	D	0.04621	0.04621
Parking	26	D	0.04621	0.04621
Parking	27	D	0.04621	0.04621
Parking	28	D	0.04621	0.04621
Parking	29	D	0.04621	0.04621
Parking	30	D	0.04621	0.04621
Parking	31	D	0.04621	0.04621
Parking	32	D	0.04621	0.04621
Parking	33	D	0.04621	0.04621
Parking	34	D	0.04621	0.04621
Parking	35	D	0.04621	0.04621
Parking	36	D	0.04621	0.04621
Parking	37	D	0.04621	0.04621
Parking	38	D	0.04621	0.04621
Parking	39	D	0.04621	0.04621
Parking	40	D	0.04621	0.04621
Parking	41	D	0.04621	0.04621
Parking	42	D	0.04621	0.04621
Parking	43	D	0.04621	0.04621
Parking	44	D	0.04621	0.04621
Parking	45	D	0.04621	0.04621
Parking	46	D	0.04621	0.04621
Parking	47	D	0.03836	0.03836
Parking	48	D	0.03836	0.03836
Parking	49	D	0.03836	0.03836
Locker	50	D	0.00872	0.00872
Locker	51	D	0.00872	0.00872

Suite #	Unit #	Level #	% Interest In Common Elements	% Contribution To Common Expenses
Locker	52	D	0.00872	0.00872
Locker	53	D	0.00872	0.00872
Locker	54	D	0.00872	0.00872
Locker	55	D	0.00872	0.00872
Locker	56	D	0.00872	0.00872
Locker	57	D	0.00872	0.00872
Locker	58	D	0.00872	0.00872
Locker	59	D	0.00872	0.00872
Locker	60	D	0.00872	0.00872
Locker	61	D	0.00872	0.00872
Locker	62	D	0.00872	0.00872
Locker	63	D	0.00872	0.00872
Locker	64	D	0.00872	0.00872
Locker	65	D	0.00872	0.00872
Locker	66	D	0.00872	0.00872
Locker	67	D	0.00872	0.00872
Locker	68	D	0.00872	0.00872
Locker	69	D	0.00872	0.00872
Locker	70	D	0.00872	0.00872
Locker	71	D	0.00872	0.00872
Locker	72	D	0.00872	0.00872
Locker	73	D	0.00872	0.00872
Locker	74	D	0.00872	0.00872
Locker	75	D	0.00872	0.00872
Locker	76	D	0.00872	0.00872
Locker	77	D	0.00872	0.00872
Locker	78	D	0.00872	0.00872
Locker	79	D	0.00872	0.00872
Locker	80	D	0.00872	0.00872
Locker	81	D	0.00872	0.00872
Locker	82	D	0.00872	0.00872
Locker	83	D	0.00872	0.00872
Locker	84	D	0.00872	0.00872
Locker	85	D	0.00872	0.00872
Locker	86	D	0.00872	0.00872
Locker	87	D	0.00872	0.00872
Locker	88	D	0.00872	0.00872
Locker	89	D	0.00872	0.00872
Locker	90	D	0.00872	0.00872
Locker	91	D	0.00872	0.00872
Locker	92	D	0.00872	0.00872
Locker	93	D	0.00872	0.00872
Locker	94	D	0.00872	0.00872
Locker	95	D	0.00872	0.00872
Locker	96	D	0.00872	0.00872
Locker	97	D	0.00872	0.00872
Locker	98	D	0.00872	0.00872
Locker	99	D	0.00872	0.00872
Locker	100	D	0.00872	0.00872
Locker	101	D	0.00872	0.00872
Locker	102	D	0.00872	0.00872
Locker	103	D	0.00872	0.00872
	339		100.00000	100.00000
Residential & Commercial Units (Less Service)				
Residential Units (Less Service)				
	332			

SCHEDULE "E"

SCHEDULE OF SPECIFICATION OF COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of the Corporation:
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - Insurance Premiums
 - Water and Sewage
 - Waste Disposal
 - Utilities for use of units (other than Commercial Units) and common elements
 - Maintenance materials, tools and supplies
 - Snow Removal and Landscaping
 - Realty Taxes, if any, levied against common elements and units owned by the Corporation
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporations, the Board, its duly authorized agents, servants, and employees for the purpose of performing any or all of the duties of the Corporation; including, without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of subsections (7) of Section 125 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the insurance trustee.
- (k) all sums required to be paid to the Reserve Fund as required by the Declaration or in accordance with the agreed upon Annual Budget of the Corporation.
- (l) all sums of money paid or payable by the Corporation pursuant to any Management Contract which may be entered into between the Corporation and a Manager

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 purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

- a) the Owner(s) of each of Dwelling Units 1, 2, 11, 13, 14, 16, 18, 19, 22 and 24 on Level 3, Units 1, 2, 3, 10, 12, 13, 15, 17, 18, 21, 22 and 23 on Level 4, Units 1, 2, 3, 7, 9, 10, 12, 13, 15, 17, 18, 21, 22 and 23 on Levels 5 and 6, Units 1, 2, 3, 6, 8, 9, 11, 12, 14, 16, 17, 20, 21 and 22 on Level 7, Units 1 to 6 inclusive, 8, 9, 11, 12, 14, 16, 17, 20, 21 and 22 on Levels 8, 9 and 10, Units 1 to 6 inclusive, 8, 15, 16, 19, 20 and 21 on Level 11, Units 1 to 6 inclusive, 8, 9, 11, 12 to 16 inclusive, 19, 20 and 21 on Levels 12 and 13, Units 1, 2, 3, 7, 8, 10 to 15 inclusive, 18, 19 and 20 on Level 14, Units 1, 2, 3, 5, 6, 7, 18, 19 and 20 on Level 15, Units 1, 2, 3, 5, 6, 7, 14, 15 and 16 on Level 16, Units 1, 2, 3, 5 to 10 inclusive and Units 12 to 16 inclusive on Level 17, shall each have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access.
- b) the Owner(s) of Dwelling Units 1, 2, 3, 4, 15, 16 and 17 on Level 2, Units 7, 8 and 9 on Level 4, Units 4 and 5 on Level 7, Units 9 to 14 inclusive on Level 11, Units 4 to 7 inclusive on Level 14 and Units 7 to 15 inclusive on Level 15, Units 7, 8, 9, 10, 12 and 13 on Level 16, shall have the exclusive use of a terrace or terraces to which the said Units provide direct and sole access.

SCHEDULE "G"
Condominium Act, 1998

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

I certify that:

[Strike out whichever is not applicable:
Each building on the property

OR

~~(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase)~~

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

(Check whichever boxes are applicable)

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

OR

- ☐ ~~There are no underground garages.~~
5. ☐ ~~All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

OR

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

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

OR

- ☒ ~~There are no installations with respect to the provision of air conditioning.~~
9. ☒ ~~All installations with respect to the provision of electricity are in place.~~
10. ☒ ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive 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 12 day of August, 2005



Saundra Cullen
(signature)

Saundra Cullen
(print name)

(Strike out whichever is not applicable:
~~Architect~~
Professional Engineer)

FORM 2
CERTIFICATE OF ARCHITECT OR ENGINEER (SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION) (UNDER CLAUSE 8 (1) (E) OR
(H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

Kings Court 230 King Street East Toronto

~~[Strike out whichever is not applicable:~~
Each building on the property

OR

~~(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase)~~

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

(Check whichever boxes are applicable)

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

OR

- ☐ There are no underground garages.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☒ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ There are no indoor and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 11th day of August, 2005



(signature)

(print name)

MARK LANGRIDGE
DU TOIT ARCHITECTS

~~(Strike out whichever is not applicable:
Architect
Professional Engineer)~~

