

DECLARATION MADE PURSUANT TO THE CONDOMINIUM ACT

CAUTION: That portion of the condominium building shown in hatched outline on Part 1, Sheet 1 of the description, encroaches upon the adjoining lands and is not governed by the *Condominium Act, 1998* (and is the subject of an agreement registered as Instrument No. AT146910)

THIS DECLARATION (*hereinafter called this or the "Declaration or "declaration"*) is made and executed pursuant to the *Condominium Act, 1998, C. 19*, and the regulations made thereunder as amended from time to time (all of which are hereinafter referred to as the "Act"), BY:

TWO BLOOR RESIDENCES LIMITED, a Corporation incorporated under the laws of the Province of Ontario:

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, in the Province of Ontario, being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "Description" or "description"), and which lands are sometimes hereinafter referred to as the "Real Property" or the "lands";

AND WHEREAS the Declarant has constructed a building upon the "Real Property" containing 297 dwelling units, 1 commercial unit, 2 sign units, 156 parking units, and 214 locker units, all as shown on the Description;

AND WHEREAS the Declarant intends that the Real Property, together with those parts of the building thereon which comprise the units and common elements shall be governed by the Act and that the registration of the Declaration and the description will create a freehold standard condominium;

NOW THEREFORE the declarant declares as follows:

PART 1 – INTRODUCTION

Section 1 - Definitions

In addition to those words, terms or phrases specifically defined elsewhere in this Declaration, the words, terms or phrases used in this Declaration shall have the meanings described to them in the Act, unless this Declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) the "**Adjacent Components**" or the "Adjacent Component" means the Components or Component of the Complex other than the Condominium;
- b) "**Board**" or "**board**" shall mean the board of directors of this Condominium from time to time;
- c) "**Building**" means that part of the high-rise building containing the Condominium
- d) "**By-laws**" means the by-laws of the Corporation;
- e) "**Commercial unit**" means Unit 1, Level 2 to be used solely for the purposes set out in Section 23 of this Declaration;
- f) "**Common Elements**" means all the property (as hereinafter defined) except the units;
- g) the "**Common Interest**" means the interest in the common elements appurtenant to a unit;
- h) "**Complex**" means the comprehensive mixed-use complex consisting of an office tower, hotel, apartment building, retail space, parking and the Condominium and defined as the "Project" in the Reciprocal Agreement;
- i) "**Complex Parking**" means the parking component of the Complex which is not part of the Condominium and which is intended to be used as a paid public parking facility;

- j) **“Component” or “Component of the Complex”** means any one Development of the Complex and “Components” or “Components of the Complex” means any two or more Developments of the Complex;
- k) **“Condominium parking”** means the parking component of the Condominium contained on Levels 4 – 6, inclusive, of the Condominium;
- l) **“Corporation”, “this Corporation”, “the Condominium” and/or “this Condominium”** means the condominium corporation created by the registration of this Declaration and the Description, pursuant to the Act;
- m) **“Development”** shall have the meaning ascribed to it in the Reciprocal Agreement;
- n) **“Dwelling Units”** means Units 1, Level 3, Units 1 to 12, inclusive, Level 7, Units 1 to 14, inclusive, Levels 8 to 24, inclusive, Unit 1 to 13, inclusive Level 25 and Units 1 to 11, inclusive, Levels 26 to 28, inclusive;
- o) **“Façade and Access Agreement”** means the agreement dated January 30, 2001 between Canapen (Bloor-Park) Ltd, and the Declarant, notice of which was registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) on February 23, 2001 as Instrument No. E-395218 with the obligations of the Declarant thereunder to be assumed by the Corporation soon after the registration of the Declaration;
- p) **“Governmental Authorities”** means the City of Toronto and all other governmental authorities or agencies having jurisdiction over the Real Property;
- q) **“Locker Units”** means Units 2 to 136, inclusive, Level 2, Units 2 to 25, inclusive, Level 3, Units 41 to 48, inclusive, Level 4, Units 58 to 66, inclusive, Level 5 and Units 60 to 97, inclusive Level 6 to be used solely for the purposes set out in Section 22 of this Declaration;
- r) **“Owner”** means the owner or owners of the freehold estate or estates in a unit and its appurtenant common interests, but does not include a mortgagee unless in possession;
- s) **“Parking units”** means Units 1 to 40, inclusive, Level 4, Units 1 to 57, inclusive, Level 5 and Units 1 to 59, inclusive, Level 6 to be used solely for the purposes set out in section 21 of this Declaration;
- t) **“Property”** means the lands and the interests appurtenant to the described in the Description (and in Schedule “A” annexed hereto), and includes any lands and interest appurtenant to the lands that are hereafter added to the common elements;
- u) **“Reciprocal Agreement”** means the agreement originally among Bloor at Yonge Developers Inc., 1210558 Ontario Inc., 1362983 Ontario Inc., 1196603 Ontario Inc., Canapen (Bloor-Park) Ltd., Larco Hospitality Inc., and Canapen (“Residences”) Ltd. (“Residences”) registered in the Land Registry Office for the Land Titles Division of Toronto as Instrument No. E-371598 on November 10, 2000 which is intended to regulate in an equitable way the operation of the Complex as an integrated facility with the obligations of Residences thereunder to be assumed by the Corporation soon after the registration of the Declaration and to provide for, among other things, the mutual use, enjoyment and operation of certain services, equipment, systems and facilities including the Common Facilities (as defined therein) and the cost of operating and maintaining same (the “Common Costs” as defined therein) and the term “Reciprocal Agreement” shall also include in its definition any agreement(s) or counterpart agreement(s) amending or replacing from time to time, the original Reciprocal Agreement among the said parties, and/or their successors and assigns, whether such agreement or agreements provide for any or all of the foregoing matters, and/or any other matters not contained within the original Reciprocal Agreement.
- v) **“Rules”** means the rules passed by the Board and becoming effective in accordance with the provisions of Section 58 of the Act;
- w) **“Shared Facilities”** means the services, equipment, systems and facilities which provide service to two or more Components of the Complex and includes the Common Facilities (as defined in the Reciprocal Agreement) and the Slab;

- x) **"Shared Facilities Costs"** means the costs of operating, maintaining and repairing the Shared Facilities and shall include the Common Costs *(as defined in the Reciprocal Agreement);
- y) **"Sign units"** means Unit 1 Level 1 and Unit 137, Level 2 to be used solely for the purposes set out in Section 24 of this Declaration;
- z) **"Slab"** means the concrete slab forming the upper surface of the Adjacent Component currently owned by Canapen (Bloor-Park) Ltd. as to an undivided 75% and 1464255 Ontario Inc. as to the remaining undivided 25% as tenants in common on which the Condominium is constructed;
- aa) **"Unit"** means a part or parts of the lands included in the Description and designated as a unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; (and for greater certainty, the definition of "unit" relating to the duties to repair and maintain under the Act and pursuant to this Declaration, shall extend to all improvements made by the Declarant thereto in accordance with its structural plans pertaining to same, notwithstanding that some of such improvements may be made after registration of the Declaration).

Section 2 – Statement of Intention

- (a) **Act Governs the Lands:** The lands and the interests appurtenant to the lands described in Schedule "A" and in the Description are governed by the Act, and that the terms used herein have the same meaning as set out in the Act, as amended from time to time, unless otherwise specified.
- (b) **Standard Condominium:** The registration of this Declaration and the Description will create a freehold standard condominium corporation.

Section 3 - Consent of Encumbrancers

The consents of all persons who have registered mortgages against the lands or interests appurtenant to the lands are attached as Schedule B.

Section 4 - Boundaries of Unit and Monuments

The monuments controlling the extent of the units are the physical surfaces and the monuments mentioned in Schedule C attached hereto.

Section 5 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners, and shall contribute to the common expenses in the proportions set out in Schedule D attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) percent.

Section 6 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, the by-laws and the rules passed pursuant thereto, 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.

Section 7 - Address for Service Municipal Address and Mailing Addresses of the Corporation

- (a) Until changed the Corporation's address for service and mailing address shall be:
 - 8 Park Road
 - Toronto, Ontario
 - M4W 3S5

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

(b) The Corporation's municipal address is:

8 Park Road
Toronto, Ontario
M4W 3S5

Section 8 - Approval Authority Requirements

The following conditions are imposed by the Approval Authority to be included in this Declaration:

- a) The Corporation shall provide and maintain private collection services for refuse and recyclable materials; and
- b) The Corporation shall provide, maintain and operate the material recovery and waste reduction measures, facilities and strategies stipulated in the Material Recovery and Waste Reduction Plan approved by the Commissioner of Works and Emergency Services for the City of Toronto.

Section 9 - Architect/Engineer Certificate

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

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 10 - Meaning 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, costs and sums of money set forth in Schedule E attached hereto.

Section 11 - 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 Act, this Declaration and the by-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this Declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement authorized by any by-law), committed by any unit owner (and/or by members of his family and/or their respective tenants, invitees or licensees), including, without limitation, the cost of any increase in insurance premiums as contemplated in section 14(a) below, caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Section 12 - 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 replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b) No part of the reserve fund shall be used except for the purposes for which the fund was established. However, for the purposes of the Act and this Declaration, any and all portions of the Shared Facilities not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its reserve fund(s) in connection with this Corporation's responsibility to share the costs of repairing, refurbishing and/or replacing the Shared Facilities with any of the Adjacent Components. Moreover, all easements appurtenant to the Real Property in, over, along, upon or through any portion of the Shared Facilities by their inclusion in Schedule A annexed hereto or in the Reciprocal Agreement, comprise part of the common elements of this Condominium and therefore,

this Corporation may utilize its reserve fund(s) in connection with the replacement and/or repairs necessary to utilize such easements. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

Section 13 - Status Certificate

The Corporation shall, upon request, provide a requesting party with a status certificate and all accompanying documentation and information in accordance with the Act, and the regulations. The Corporation shall forthwith provide the Declarant without any charge or fee, a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of a unit(s).

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 14 - General Use

- a) Save as otherwise provided in this Declaration, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas if any, allocated his unit in Schedule F subject to any applicable restrictions set out in the Act, the Declaration, the by-laws, the rules, and the provisions of the Reciprocal Agreement. However, save as hereinafter otherwise provided, no condition shall be permitted to exist, and no activity shall be carried on in any unit (or upon) the common elements that is contrary to the Reciprocal Agreement or that is likely to damage the property or impair the structural integrity of any portion of the common elements and/or any unit, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements, the other units and/or the Shared Facilities, or that results in the cancellation or threatened cancellation of any policy of insurance obtained by or on behalf of the Corporation or the Adjacent Components, or that may increase any applicable insurance premiums with respect thereto. If any unit owner or his residents, tenants or invitees contravene this section, then such unit owner shall pay or fully reimburse the Corporation for all costs incurred to redress or rectify such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof.
- b) Save as hereafter otherwise provided, no owner shall make any change or alteration to any installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation in accordance with the Act.
- c) No owner shall, by any conduct or activity conducted in or on any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to or by virtue of this Declaration, any by-law and/or any agreement(s) authorized by any by-law including the Reciprocal Agreement.
- d) The Declarant shall be entitled to erect, maintain, replace and remove signs for marketing/sales purposes upon any part of the common elements, and within or outside any unsold dwelling units, pursuant to the Declarant's ongoing marketing program with respect to the Condominium, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, nor for any utility services supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone service to the said marketing/sales/construction office(s) of the Declarant.
- e) The Declarant shall be entitled to erect, maintain, replace and remove one or more marketing/sales office(s) and/or pavilion(s) (with model suites) and/or construction office(s) for marketing/sales/construction purposes upon any part of the common elements, and within or outside any unsold units pursuant of the Delcarant's ongoing marketing/construction program with respect to the Condominium at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, until such time as the Declarant has sold and transferred title to all of the units in the Condominium or such fewer number as the Declarant may determine in its sole and unfettered discretion.

- f) Until such time as the Declarant has sold and transferred title to all of the units in the Condominium, or such fewer number as the Declarant may determine in its sole and unfettered discretion, the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access and egress over the common elements for purposes of implementing the Declarant's marketing program and sales efforts.

Section 15- Restricted Access

- a) Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as a management office, utility, service, building maintenance, mechanical, garbage or storage area or as an access point to the hotel Component of the Complex to accommodate room service and other hotel services, if applicable, or any other parts of the common elements used for the care, maintenance or operation of the property and/or the Shared Facilities. This section shall not apply to any first mortgagee holding mortgages on at least twenty-five (25%) percent of the units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours notice to the Corporation's building manager.
- b) Only owners of a dwelling unit, their tenants and their invitees shall be entitled to use any part of the common elements that may from time to time be designated for recreational purposes subject to the rules.
- c) The commercial unit owner will have the limited use and access to that part of the common elements required for the purposes of access (i) from his unit to the Complex Parking, the ground level entrance on Park Road and the loading dock and garbage room; and (ii) to any common elements over which the commercial unit owner has the exclusive use. If the commercial unit owner also purchases a parking unit, he will also have access to that part of the common elements required to access his parking unit. The commercial unit will not have access to common elements above Level 7 other than to access the mechanical room over which he has the exclusive use. The commercial unit will have limited access to one of the three residential elevators being a service elevator which will give the commercial unit access to the loading dock and garbage room. The commercial unit owner will have disabled/handicapped access to the commercial unit from the lobby.
- d) The owners of the sign units shall only have a right of access over those parts of the common elements necessary for access to and from such unit.

Section 16 - Modification of Common Elements and Assets

- a) No one shall make any change or alteration to the common elements whatsoever, including any installation thereon, nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without:
- i) obtaining the prior written approval of the Board,
 - ii) having entered into an agreement with the Corporation in accordance with Section 98 of the Act, and
 - iii) complying with the provisions of the Reciprocal Agreement.
- b) The Corporation may make any addition, alteration or improvement to the common elements, any change in the assets of the Corporation or any change in a service that the Corporation provides to the owners in accordance with Subsections 97(2) and (3) of the Act.
- c) The Corporation shall not make a substantial addition, alteration or improvement to the common elements, a substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides to the owners unless:
- i) the owners who own at least sixty-six and two-thirds (66 2/3%) per cent of the units in the Corporation vote in favour of approving the making of such substantial addition, alteration or improvements to the common elements or substantial change in the assets of the

Corporation or substantial change in a service that the Corporation provides to the owners in accordance with Subsections 97(4), (5) and (6) of the Act, and

- ii) such substantial addition, alteration or improvement to the common elements or substantial change in the assets of the Corporation or substantial change in a service that the Corporation provides to the owners is made in compliance with the provisions of the Reciprocal Agreement.

provided, however that any change or alteration effected or undertaken by (or with the approval of) the Corporation pursuant to an obligation imposed under the Reciprocal Agreement, any by-law or any agreement(s) authorized by by-law or any agreement assumed by the Corporation, shall be deemed not to constitute an addition, alteration, improvement to or renovation of the common elements of the Corporation.

- d) The Corporation shall not alter those areas for which licences and easements have been granted unless the terms of such licences and easements otherwise permit.

PART 4 - OWNERSHIP OF UNITS

Section 17. – Ownership of Parking Units

- a) Except in the case of the Declarant and the Corporation as may be permitted herein, no parking unit shall be owned by or leased to anyone other than an owner of a dwelling unit or a commercial unit. Notwithstanding the foregoing or anything else herein contained, a commercial unit owner shall not be permitted to own or lease in the aggregate, more than two parking units.
- b) Subject to Section 17(f) no owner of a parking unit who also owns a dwelling unit or a commercial unit shall sell, give, lease, mortgage, convey or otherwise dispose of his parking unit unless such sale, gift, lease, mortgage or conveyance also includes his dwelling unit or commercial unit, as the case may be, except where the purchaser, donee, tenant, mortgagee or recipient thereof is the Corporation or the owner or the tenant (in respect of a lease) of a dwelling unit or a commercial unit within the condominium.
- c) No owner of a parking unit who also owns a dwelling unit or a commercial unit shall sell, give, lease, mortgage, convey or otherwise dispose of his dwelling unit or commercial unit, as the case may be, unless such sale, gift, lease, mortgage or conveyance also includes his parking unit or parking units.
- d) For the purposes of Section 17(c), if the owner of a parking unit also owns two or more units (other than parking units and locker units), in the Corporation, he has the sole discretion in determining with which of the said units he will sell, give, lease, mortgage, convey or otherwise dispose of his parking unit.
- e) For the purpose of Section 17(b) and (f), the term of any lease of a parking unit to a tenant of a dwelling unit or a commercial unit shall not extend beyond the term of the tenancy of such dwelling unit or commercial unit.
- f) Notwithstanding anything else herein contained, but subject to Section 17(a) above, the Declarant shall have the right to lease to any owner or tenant of a dwelling unit or the commercial unit those parking units not otherwise transferred to the Corporation or to the owners of dwelling units or the commercial unit.

Section 18. – Ownership of Locker Units

- a) Except in the case of the Declarant and the Corporation as may be permitted herein, no locker unit shall be owned by anyone other than an owner of a dwelling unit.
- b) No owner of a locker unit who also owns a dwelling unit shall sell, lease, mortgage, convey or otherwise dispose of his locker unit unless such sale, gift, lease, mortgage or conveyance also includes his dwelling unit, except where the purchaser, donee, tenant, mortgagee or recipient

thereof is the Corporation or the owner or the tenant (in respect of a lease) of a residential dwelling unit within the condominium.

- c) No owner of a locker unit who also owns a dwelling unit shall sell, give, lease, mortgage, convey or otherwise dispose of his dwelling unit unless such sale, gift, lease, mortgage or conveyance also includes his locker unit.
- d) For the purposes of Section 18(c), if the owner of a locker unit also owns two or more dwelling units in the condominium, he has the sole discretion in determining with which of the said dwelling units he will sell, give, lease, mortgage, convey or otherwise dispose of his locker unit.
- e) For the purposes of Section 18(b), the term of any lease of a locker unit to a tenant of a dwelling unit shall not extend beyond the term of the tenancy of such dwelling unit.

PART 5. - OCCUPATION AND USE OF UNITS

Section 19 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements or any Adjacent Component) or in any manner that will impair the structural integrity, of the units, common elements and/or the Adjacent Components or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration or in the Reciprocal Agreement or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an owner or by the Corporation of any provision of this Declaration, the by-laws, rules and/or any agreement(s) authorized by by-law or assumed by the Corporation (including the Reciprocal Agreement). In the event that the use of a unit made by an owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to any unit or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being increased or results in such policy being cancelled, then such owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to redress or rectify any such injury or damage (including, without limitation, all increased insurance premiums, together with any legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs) and for all other costs and expenses incurred by the Corporation as a result thereof, on the express understanding that all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses.
- b) The owner of each unit shall comply, and shall require all residents, tenants, employees, invitees, and/or licensees of his unit to comply with the Act, the Declaration, the by-laws, the rules and any agreement(s) authorized by by-law or assumed by the Corporation including the Reciprocal Agreement.
- c) No owner, other than the Declarant, shall make any structural changes to his unit, or make any other alteration or decoration visible from the exterior of his unit without the prior written consent of the board. No owner is permitted to drill into any concrete floors of his unit or into the balcony or terrace over which he has the exclusive use, if applicable. The exterior side of all window coverings within a residential dwelling unit shall be white or off-white in colour.
- d) No less than 60% of the floor area of each of the dwelling units shall be covered with broadloom or rugs at all times.
- e) With respect to any unit in which services or equipment serving the common elements are located, the owner of such unit shall;
 - i) refrain from obstructing access to the unit by the Corporation or its agents, employees or authorized representative for the purposes of installing, repairing, replacing or maintaining such services or equipment;

- ii) at all times maintain the unit at such temperatures as may be required in order to prevent freezing of or any other damage to such services or equipment; and
 - iii) refrain from damaging or in any way tampering with any such services or equipment.
- f) Notwithstanding anything else herein contained, so long as any units remain unsold in the building, the Declarant shall be entitled to erect and maintain signs for marketing/sales purposes upon the common elements and within or outside any unsold unit pursuant to the Declarant's ongoing marketing process at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant shall also be permitted to complete the building and all improvements to the Property, to maintain units as models for display and sales purposes and construction and sale offices until all units have been sold and conveyed by the Declarant. The Declarant, its sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model suites and construction and sales offices as the case may be.

Section 20 - Use of the Dwelling Units

Each dwelling unit shall be occupied and used only for residential purposes, for the business of providing transient residential accommodation on a furnished suite basis (through short term or long term licence/lease arrangements), and for any other use permitted in accordance with the provisions of the applicable zoning by-laws of Governmental Authorities pertaining to the Real Property, as amended from time to time, provided however that the foregoing shall not prevent or in any way restrict:

- a) the Declarant from completing the Building, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the units in the Condominium (nor any mortgagee who has a registered mortgage or charge against not less than twenty five percent (25%) of the dwelling units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purposes of creating and/or maintaining a sales office, construction office or customer service office, advertising signs and model suites for display purposes, within any of the dwelling units in this Condominium, until such time as all units in the Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; and
- b) any unit owner or a property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) from time to time, for any duration, on any number of occasions and whether in a furnished or unfurnished state.

Section 21 - Use of the Parking Units

- a) Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and in strict compliance with Section 18.06 (b) (v) of the Reciprocal Agreement, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, minivan or compact van, station wagon, sport utility vehicle, truck not exceeding 1.9 metres in height or motorcycle as customarily understood, and any motorized vehicles of the Declarant utilized during the course of constructing any of the Condominium (including without limitation any truck construction or loading vehicle used by any of the Declarant's employees, agents or contractors) and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time). However, none of the foregoing provisions of this section shall be deemed or construed to be a warranty, representation or covenant by the Declarant to any existing or prospective unit owner (or to any other party) that the foregoing enumerated vehicles are of a size which would enable them to operate within the Complex Parking or the Condominium Parking, and it shall be the responsibility of the unit owner to ensure that their vehicles can be properly operated and/or parked in this Condominium. The owners of parking units shall not park more than one motor vehicle (other than a motorcycle otherwise permitted to be parked in the parking unit) within the boundaries of such parking unit, unless parking unit is designed to accommodate more than one motor vehicle (other than a motorcycle); provided, however, that in no instance shall any portion of a motor vehicle parked within a parking unit protrude beyond the

boundaries of the parking unit and consequently encroach upon any portion of the common elements or upon any other unit.

- b) The parking units are subject to a right of access over, along and upon such units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas of the common elements and for garage maintenance and repairs.
- c) The owners of parking units shall have a right of access over those parts of the common elements necessary for access to and from such unit.
- d) Each owner shall maintain his parking unit in a clean and slightly condition, notwithstanding that the Corporation shall have the right to, and may make provision in its annual budget for maintenance of such units, either in their totality, or in groups of parking units.

Section 22 - Use of the Locker Units

- a) Each locker unit shall be used for the storage of non-combustible goods.
- b) Each locker unit shall be maintained in a clean and slightly condition, notwithstanding that the Corporation shall have the right to, and may make provision in its annual budget for maintenance of the said locker units.

Section 23 – Use of Commercial Unit

- a) The commercial unit and any common elements over which the owner of the commercial unit has exclusive use may be used and occupied for such commercial or retail purpose as may be permitted by the by-laws of the City of Toronto or any other Governmental Authority and not otherwise prohibited by the Reciprocal Agreement or any restriction registered on title on the date of registration of this Declaration; provided however that no commercial unit may be used as a billiard or pool hall, bowling alley, video arcade, auctioneer's premises, adult entertainment establishment or undertaker's establishment unless such use is permitted by the Board from time to time, which permission may be arbitrarily withheld.
- b) The owner of the commercial unit shall be permitted to erect signs on the interior of his unit provided that:
 - i) such signs comply with all by-laws of the City of Toronto and any other Governmental Authorities; and
 - ii) such signs comply with the provisions of the Reciprocal Agreement, if applicable.

Section 24 – Use of Sign Units

- a) The owner(s) of the sign unit(s) shall be entitled to erect and maintain signs (or other advertising materials) within or upon the said unit;
- b) All such signs and materials shall be erected, affixed and/or otherwise maintained in strict conformity with all Applicable Zoning By-laws, in compliance with the provisions of the Reciprocal Agreement and at the owner's sole cost and expense; and
- c) The owner(s) of the sign unit(s) shall be permitted to enter into licencing arrangements with respect to the sign unit(s).

PART 6 - LEASING OF UNITS

Section 25 - Notification of Lease

- a) Where the owner of a unit leases his unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
 - i) notify the Corporation that the unit is leased;

- ii) provide to the Corporation the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Act; and
 - iii) provide the lessee with a copy of the Reciprocal Agreement, the Declaration, by-laws and rules of the Corporation.
- b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing.
- c) No owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act the Declaration, the by-laws and all rules and regulations of the Condominium Corporation and any agreement(s) authorized by the by-laws of the Condominium Corporation or assumed by the Corporation including the Reciprocal Agreement, 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."

Section 26 – 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.

Section 27 - Owner's Liability

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

PART 7 -MAINTENANCE AND REPAIRS

Section 28 - Maintenance and Repairs to Units

- a) Each owner shall maintain and repair, at his own expense, his unit, and any part of the common elements of which he has exclusive use (including, without limitation, all ducts and services within the unit, but excluding the fancoil unit which shall be maintained and repaired by the Corporation as contemplated in Section 29 below).
- b) Each owner shall be responsible for all damages to any and all other units, to the common elements and the Shared Facilities which are caused by the failure of such owner to so maintain and repair his unit and any common elements of which he has exclusive use in accordance with the provisions of this Declaration, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time after 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 unit 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 (24%) percent per annum, calculated monthly, 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 toward the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

- d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and who have the authority within their respective mortgages to exercise the right of the owner to vote), notice that substantial damage has occurred along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 29 - Maintenance and Repairs to Common Elements

- a) The Corporation shall maintain and repair after damage the common elements (including any portion of the Shared Facilities comprising part of the common elements of the Condominium which the Condominium failed to repair and maintain in accordance with the terms of the Reciprocal Agreement, if applicable), other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit owner upon) any common element areas set aside for the exclusive use of any owner. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except the cleaning of the interior surface of all windows in a unit and the exterior surface of such windows which are accessible from such unit or from the common elements over which such unit has the exclusive use, which shall be the responsibility of such unit owner), but shall not extend to exclusive use portions of the common elements except as provided for in Section 28(a).
- b) The Corporation shall further maintain, repair and replace the heating, air-conditioning and ventilation equipment, if any, including thermostatic controls, fancoils and air filters, notwithstanding that such equipment has been installed for the sole benefit of a residential dwelling unit, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the board. Each owner shall be liable for any damage due to the malfunction of any equipment which services his unit and is contained within his unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an owner, his servants, agents, tenants, family, invitees or licensees. No owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- c) Every owner from time to time shall forthwith reimburse the Corporation for repairs and replacement of windows and doors serving his unit and any services or equipment serving the common elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, servants, agents, invitees, or licensees of his unit.

PART 8 – INSURANCE

Section 30 - Insurance Maintained by the Corporation

a) **Fire and Extended Risks**

The Corporation shall obtain and maintain insurance against damages 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 and 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 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 of such units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

b) **Public Liability, and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, for a minimum amount of One Million (\$1,000,000.00) Dollars or such higher limits that may be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear with mortgagee endorsements which shall be subject to the provisions of the Act, 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 fifteen (15%) percent of the replacement cost of the property covered by the policy, then 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 directors, officers, manager, agents, employees and servants, and against the owners, and their respective servants, agents, tenants, family, invitees or licensees, except for damage arising out of arson or fraud caused by any one of the above;
 - iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee and to any first mortgagee who has a mortgage or charge registered against twenty-five (25%) percent or more of the dwelling units in the Condominium.
 - iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of statutory condition, by any insured;
 - v) provision that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
 - vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property in the event that after damage, the government of the property is terminated pursuant to the Act.
- d) Notwithstanding anything else herein contained, for the purposes of clarity, it is intended that all insurance shall be maintained by the Corporation so as to comply with the Act, this declaration and the Reciprocal Agreement.

Section 31 - General Provisions Regarding the Condominium's Insurance

- a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.
- b) The 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 paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to matters at meetings of

owners, if the mortgage itself contains such a provision, or the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

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

Section 32 - Indemnity Insurance

The Corporation shall 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 ("Liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the Liabilities incurred by them as a result of a contravention of s.37(1) of the Act.

Section 33 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner at his sole cost or expense.

- a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his motor vehicle(s), and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other unit owners and their servants, agents, tenants, family, invitees or licensees, except for any damage arising from vehicle impact, arson, fraud, caused or contributed by any of the above;
- b) Public liability insurance covering any liability of owners and their servants, agents, tenants, family, invitees or licensees, 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 by one of the hazards protected against under the owner's personal policy.
- d) Insurance covering special assessments levied against an owner's unit by the Corporation and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

Section 34 - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or his servants, agents, tenants, family, invitees or licensees to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such.

Section 35 - 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 (the "Insurance Trustee"). Such agreement shall provide that the Insurance Trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owner's 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, are less than fifteen (15%) percent of the replacement cost of the property covered by such policy, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the Insurance Trustee.
- b) The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. The time periods set forth in this subsection are expressly subject to the provisions of the Act and, in particular, Section 114 thereof.
- c) In regard to the fact that the Condominium is a Component of the Complex which is a mixed-use development and the fact that the Reciprocal Agreement requires that all of the owners of the Components of the Complex will enter into a single Insurance Trust Agreement, then, subject to any overriding provision of the Act or unless the owners of the Adjacent Components otherwise agree, the Condominium will take the necessary steps so that the Insurance Trust Agreement contemplated in this Declaration will be a single Insurance Trust Agreement for the Complex. Notwithstanding anything else contained in this Part 8 to the Declaration, the Condominium will be required to obtain such insurance contemplated in the Reciprocal Agreement and may be required to obtain its insurance through the manager of the other Components of the Complex.

PART 9 – EASEMENTS

Section 36 – Easements

- a) By virtue of the easements created in favour of the Condominium and reserved in favour of the Adjacent Components, as set out in Schedule A annexed hereto and/or the Reciprocal Agreement, the owners, together with their respective tenants, residents and/or invitees, shall together with all others entitled thereto have the use and enjoyment of those easements which benefit the Condominium and be bound by those obligations in those easements which benefit the Adjacent Components, as the case may be.
- b) The use and enjoyment of the easements referred to in the preceding paragraph shall, however, be subject to reasonable rules and regulations imposed by the board or by the parties to the Reciprocal Agreement from time to time and the requirements of any Governmental Authorities. The use and enjoyment of the easements by those entitled thereto may be interrupted for brief periods if required for repair or maintenance of the easement areas or any services in connection therewith as provided for in the Reciprocal Agreement.

PART 10 – THE SHARED FACILITIES

Section 37 – The Control, Operation, Budgeting & Cost-Sharing of the Shared Facilities

- a) Save as otherwise provided in this declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities intended for pedestrian or vehicular access to and from Components of the Complex including the Complex Parking and the loading dock on the Adjacent Component shall be used only by the Declarant and by the owners of the units, and by their respective residents, tenants and invitees and by the owners of the Adjacent Components (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in or pursuant to this declaration or the Reciprocal Agreement to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from

and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the board for Shared Facilities that are part of the common elements of the Condominium.

- b) The Corporation's share of Shared Facilities Costs shall be calculated and paid as provided in the Reciprocal Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Reciprocal Agreement.

PART 11 - DUTIES OF THE CORPORATION

Section 38 – Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this declaration, and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, (which are not intended to be exhaustive), namely:

- a) To assume and enter into the Reciprocal Agreement, as soon as reasonably possible after the registration of this declaration in accordance with Section 18.06(b) (i) of the Reciprocal Agreement, and to observe and comply (and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the terms and provisions contained in the Reciprocal Agreement, in addition to complying (and insofar as possible compelling the observance and/or compliance by all unit owners, residents and their respective tenants and or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this declaration, the by-laws, the rules and any agreements authorized by any by-law or assumed by the Corporation;
- b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owner, or their respective tenants or invitees which would prohibit, restrict, limit hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Condominium for its marketing/sale/construction programs in connection with any of the Condominium, as more particularly set out in the foregoing provisions of this declaration;
- c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owner, which would prohibit, limit or restrict the access to, egress from and/or use of any easement enjoyed by the Adjacent Components and/or their respective residents, tenants and invitees, as more particularly set out in the foregoing provisions of this declaration;
- d) To pay on a monthly basis, the Corporation's share of the Shared Facilities Costs, as more particularly set out in the foregoing provisions of this declaration and as provided for in the Reciprocal Agreement;
- e) To enter into and comply with terms and provisions of any agreements supplementing, incidental or granted pursuant to the Reciprocal Agreement including easements, right-of-way, restrictions, insurance trust agreements, any assumption agreements with respect to the foregoing, status certificates and security by way of letters of credit, pledge o monies, including the obligations contained in Section 18.06(b)(iii) of the Reciprocal Agreement or otherwise as contemplated in the Reciprocal Agreement;
- f) To enter into, and comply with, the terms and provisions of any supplementary agreements incorporating and/or superseding (in whole or in part) the provisions of the Reciprocal Agreement requested by the Declarant to be entered into by the Corporation respectively, with such supplementary and/or superseding agreement(s) pertaining to (and generally confirming, but not confined to) those matters and details more particularly set out in this declaration and the Reciprocal Agreement including the covenants and agreements contemplated under Section 18.06(b) of the Reciprocal Agreement;
- g) To execute, forthwith upon the request of the Declarant such documents, releases, indemnities and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all Declarant's liabilities and obligations with respect to the Shared Facilities (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium);

- h) To operate, maintain and keep in good repair (or to cause to be operated, maintained and/or repaired), as would a prudent owner of similar premises at all times, those parts of the common elements of this Condominium which service or benefit or constitute the Shared Facilities;
- i) To enter into an agreement with the owner(s) of the Adjacent Component currently owned by Canapen (Bloor-Park) Ltd. As to an undivided 75% and 1464255 Ontario Inc. as to the remaining undivided 25% as tenants in common, to maintain, repair, replace, reconstruct and refurbish the Slab, at its sole cost;
- j) To assume the Declarant's obligation under the Façade and Access Agreement and to enter into and execute such documents, releases, indemnities and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all of the Declarant's liabilities and obligations pursuant to the Façade and Access Agreement;
- k) To assume or enter into an agreement either contained in the Reciprocal Agreement or by separate agreement setting out a mechanism for ensuring that unit owners, Tenants (as defined in the Reciprocal Agreement) and Occasional Occupants (as defined in the Reciprocal Agreement) will be restricted from using the Complex Parking without paying the normal posted parking rates applicable to other members of the public using the Complex Parking on an hourly basis, to be installed by the Declarant and thereafter to be operated, maintained, insured, repaired and replaced by the Corporation.
- l) Notwithstanding anything herein contained, to ensure that no actions or steps are taken by or on behalf of the Corporation, or (to the extent possible), by any unit owner or their respective tenants to object in contravention of the Reciprocal Agreement to various applications and developments brought by the parties to the Reciprocal Agreement from time to time as contemplated therein, including without limitation the restrictions described in Sections 12.02, 13.01(c), 13.01(d) and 13.02(b) of the Reciprocal Agreement or which otherwise cause the Corporation to be in default of the Reciprocal Agreement;
- m) The board shall, after notification thereof, adopt without amendment and be bound by, all decisions of the parties to the Reciprocal Agreement in connection with matters dealt with in the Reciprocal Agreement as if such decisions were made by the board itself, including decisions with respect to the determination of the Shared Facilities Costs;
- n) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities), including without limitation, the following outstanding agreements (and any successor or supplementary agreements with respect thereto) which are (or will be) registered against the units and/or common elements (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), namely;
 - (i) Instrument No. 88851EM / A391693 registered on January 17, 1973 being covenants in favour of the Municipality of Metropolitan Toronto;
 - (ii) Instrument No. C514473 registered on October 26, 1988 being a Notice of Development Agreement made between Bramalea Properties Inc. and The Corporation of the City of Toronto;
 - (iii) Instrument No. C514474 registered on October 26, 1988 being a Notice of Collateral Agreement between Bramalea Properties Inc. and The Corporation of the City of Toronto;
 - (iv) Instrument No. E553447 registered on June 17, 2002 being a Transfer of Easement in favour of Rogers Cable Inc; and
 - (v) Instrument No. AT146910 registered on April 17, 2003 being a Notice of Encroachment Agreement made between Two Bloor Residences Limited and the City of Toronto.
- o) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "License Agreement"), if so required by the Governmental Authorities, pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the

common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfillment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a special by-law;

- p) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owner which would limit, restrict, or interfere with the right of the owner of the commercial unit to effect and complete such addition, alteration, improvement and/or renovation to the commercial unit provided same are otherwise in compliance with this Declaration, the Reciprocal Agreement and the by-laws of the City of Toronto or any other Governmental Authorities.
- q) To allow the owner of the commercial unit to link into (and obtain the use and benefit of) the Corporation's water, gas and hydro-electricity services, provided such unit is separately metered and invoiced by the utility authorities for its consumption of such water, gas and hydro-electricity services or separately check-metered and invoiced by the Corporation for such consumption.
- r) In the event that the Corporation decides to carry out a technical audit of the dwelling units and any other structures located on the Real Property (the "Technical Audit") at any time within the first seven (7) years, following the date of registration of the declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant's authorized employees, agents and representatives to accompany (and confer with) the engineers(s) or consultants) retained to carry out the Technical Audit for the Corporation (the "Technical Engineer"), while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of same;
 - (ii) permit the Declarant's authorized employees, agents and representatives to carry out any repair or remedial work identified; and
 - (iii) upon receipt thereof, provide copies of same to each of the owners of the Components of the Complex in accordance with Section 18.06(b)(viii) of the Reciprocal Agreement.
- s) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(l) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses;
- t) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within the common elements of the Corporation, and to ensure that no actions or steps are taken by the Corporation (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- u) To grant, immediately after the registration of this declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Condominium and for such purposes shall enact such special by-laws as may be required to sanction the foregoing;
- v) To enact such special by-laws and undertake all other action as may be required from time to time to authorize the grant of an easement or licence in favour of the Declarant or such other person(s) as the Declarant may direct to permit the common elements to be used for signage purposes if the Declarant is unable to provide for signage units as part of the unit structure of the Condominium;
- w) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this declaration.

PART 12 - GENERAL MATTERS

Section 39 - Rights of Entry

- a) The Corporation, the City of Toronto, or any insurer of the property or any part thereof, and their respective agents, employees or authorized representatives, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- b) The Corporation, its agents, employees or authorized representatives or any other person authorized by the board shall be entitled to enter any unit which has the exclusive use of a terrace or balcony to access such terrace or balcony at all reasonable time and upon giving reasonable notice for the purposes of maintaining the roof drains located on the floor of such terrace and balcony, if any, servicing of the roof and window cleaning including for the purposes of the setting up of a window cleaning swing stage as applicable.
- c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exists.
- d) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- e) The rights and authority hereby reserved to the Corporation, the City of Toronto, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 40 – Invalidity

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

Section 41 – Waiver

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

Section 42 – Notice

- a) Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:
 - i) **To an owner** by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit.
 - ii) **To a mortgagee** who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.

- iii) **To the Corporation** by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
 - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally, by bonded courier, or by telefax, addressed to the Declarant at its address for service from time to time.
 - v) **To the Adjacent Components**, by giving same as required pursuant to the Reciprocal Agreement.
- b) If any notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed.
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 43 – Architectural and Structural Plans

A copy of the complete set of “as-built” architectural and structural plans and specifications for the buildings and structures situate on the Real Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time and to the common elements, or to any units which require the prior written consent of the Board, shall be maintained in the office of the Corporation at all times, or at such other place as the Board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to said buildings and structures, and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit or common element area.

Section 44 – Units Subject to Declaration, By-Laws and Rules and Regulations

All present and future owners and their servants, agents, tenants, families, invitees and licensees shall be subject to and shall comply with the rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-laws and any other rules and regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

Section 45 – Construction of Declaration

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

Section 46 – Headings

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

Section 47 – Statutory References

Any reference to a section or sections of the Act in this Declaration (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf this 29th day of April, 2003.
TWO BLOOR RESIDENCES LIMITED
Original signed by Mark Mandelbaum, President

SCHEDULE "A"

In the City of Toronto in the Province of Ontario, being composed of Part of Lot 20, in Concession 2, From The Bay, designated as PARTS 3, 12, 13, 14, 16, 18, 19, 20 and 23 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-18802, hereinafter referred to as the "Condominium Lands".

SUBJECT TO rights-of-way or rights in the nature of easements in favour of the owner(s), their successors and assigns of Part of Lot 20 in Concession 2, From The Bay, designated as PARTS 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 15, 17, 21, 22, 24, 25, 26 and 27 on said Plan 66R-18802, hereinafter referred to as the "Canapen Lands", which said rights-of-way or rights in the nature of easement are as follows:

- i) in and through part of Lot 20, in said Concession 2, From the Bay, designated as Parts 3, 12, 14, 18, 19, 20 and 23 on said Plan 66R-18802, for the access of persons, vehicles, materials and equipment for the purposes of maintaining, repairing, operating and replacing any mechanical or electrical service or utility installations, including, but not limited to, storm and sanitary sewers, gas installations, electrical cables or conduits, water mains, alarm systems, fire and pipes, sprinkler systems, sump pumps and appurtenant fixtures attached thereto, all of which are situate or will be situate within the "Canapen Lands" and provided the "Canapen Lands" or the "Condominium Lands" may at any time or times relocate any or all of the services referred to above or the "Canapen Lands" may install new services whether described above or not, as more particularly set out in Instrument C347489.

- ii) in and through all structural members, columns, load bearing walls, floor and roof slabs situate within the "Condominium Lands", which are necessary for the support of the structures situate within the "Canapen Lands", as set out in Instrument E347489.

SUBJECT TO an easement in favour of Rogers Cable Inc, over the "Condominium Lands" for the purposes as set out in Instrument E553447.

TOGETHER WITH a right-of-way or right in the nature of an easement in and through part of Lot 20, in said Concession 2, From The Bay, designated as PARTS 1, 6, 7, 8, 9, 15, 17, 21, 22, 24, 25, and 26 (the "Canapen Easement Lands") on said Plan 66R-18802, for the access of person, vehicles, materials and equipment for the purposes of maintaining, repairing, operating and replacing any mechanical or electrical service or utility installation including, but not limited to, storm and sanitary sewers, gas installations, electrical cables, conduits, wires, ducts or shafts, telephone and cable television wires, cables or conduits, water mains, alarm systems, fire and pipes, sprinkler systems, sump pumps and appurtenant fixtures attached thereto, all of which are necessary to the operation of the structure situate or to be situate within the "Condominium Lands" and provided the "Canapen Lands" or the "Condominium Lands" may at any time or times relocate any or all of the services referred to above or the "Condominium Lands" may install new services whether described above or not, as more particularly set out in Instrument E347489.

TOGETHER WITH a right of support in and through all structural members, columns, load bearing walls, floor and roof slabs, foundations and footings situate within PARTS 1, 2, 4, 5, 6, 7, 8, 9, 11, 15, 17, 21, 24, 25, 26 and 27 which are necessary for the support of the structure or structures situate or to be situate or within the said "Condominium Lands", as set out in Instrument E347489.

TOGETHER WITH a right-of-way or right in the nature of an easement in and through part of Lot 20, in said Concession 2, From the Bay, designated as PARTS 1, 6, 7, 8, 9, 15, 17, 21, 22, 24 and 26 on said Plan 66R-18802, for the access of persons, vehicles, materials and equipment necessary for the original construction or any reconstruction required to restore the original construction or pursuant to any other agreement entered into between the "Canapen Lands" and the "Condominium Lands" of and the maintenance and repair of the structure or structures situate or to be situate within the "Condominium Lands", as set out in Instrument E347489.

TOGETHER WITH a right-of-way or right in the nature of an easement in and through part of Lot 20, in said Concession 2, From the Bay, designated as PART 21 on said Plan 66R-18802, for the access of

persons and equipment for the purposes of refuse removal, move-in deliveries and purposes ancillary to the use of the Service Elevator located in Part 3, as set out in Instrument E347489.

A-2

TOGETHER WITH a right-of-way or right in the nature of an easement in and through part of Lot 20, in said Concession 2, From The Bay, designated as PARTS 2, 4, 5, 10 and 11 on said 66R-18802, for the purpose of (i) emergency pedestrian egress or ingress to or from the "Condominium Lands" for life safety functions; or (ii) ingress or egress to or from the "Condominium Lands" is unavailable provided that the "Condominium Lands" complies with all security restrictions imposed by the "Canapen Lands" and/or any other obligations or restrictions imposed by Canapen and/or any obligations or restrictions imposed by the "Canapen Lands" including payment by the "Condominium Lands" of any additional security costs incurred by the "Canapen Lands", if any, provided nothing herein shall require the "Canapen Lands" to provide any additional security arrangements. The easements in this paragraph may be terminated by the "Canapen Lands" provided it provides alternate easements for such ingress and egress as in required as such time by and in compliance with all applicable laws and in such case, the easements herein over PARTS 2, 4, 5, 10 and 11 or such of them as have been alternatively provided shall terminate provided that such alternate easements shall not require reconstruction on the "Condominium Lands". If the alternate easements require the "Condominium Lands" to reconstruct the improvements on the "Condominium Lands" and the "Condominium Lands" agrees to do so, all costs associated with the alternate easements shall be borne by the "Canapen Lands", which shall pay the "Condominium Lands" for all the "Condominium Lands" out of pocket and administrative expenses, as set out in Instrument E347489.

Being all of P.I.N. 21110 – 0064 (LT).

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements and rights-of-ways described exist in law and the declarant is the registered owner of the Property and appurtenant easements and rights-of-ways.

Original signed by David Kutner
on behalf of Minden, Gross, Grafstein & Greenstein, LLP Barristers & Solicitors.
Dated April 21, 2003

SCHEDULE "B1"
TO THE DECLARATION OF
TWO BLOOR RESIDENCES LIMITED

FORM 1, REGULATION 48/01

CONSENT UNDER CLAUSE 7(2) (b) OF
THE CONDOMINIUM ACT, 1998

1. Canadian Imperial Bank of Commerce has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998 registered as Number E395220 in the Land Registry Office for the Land Titles Division of the , Toronto Registry Office (No. 66) at Toronto.
2. Canadian Imperial Bank of Commerce consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Canadian Imperial Bank of Commerce postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. Canadian Imperial Bank of Commerce is entitled by law to grant this Consent and Postponement.

DATED at Toronto this 23rd day of April 2003.

Original Signed by Anne Marie Merrick
Original Signed by Dyhaine Myrie

SCHEDULE "B2"

**TO THE DECLARATION OF
TWO BLOOR RESIDENCES LIMITED**

FORM 1, REGULATION 48/01

**CONSENT UNDER CLAUSE 7(2) (b) OF
THE CONDOMINIUM ACT, 1998**

1. The Guarantee Company of North America has a registered mortgage within the *meaning* of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E553447 in the Land Registry Office for the Land Titles Division of Toronto Registry Office (No. 66) at Toronto.
2. The Guarantee Company of North America consents to the registration of this declaration, pursuant to the Act, against the land or the interest appurtenant to the land, as the land and the interests are described in the description.
3. The Guarantee Company of North America postpones the mortgage and the interest under it to the declaration and the easements described in Schedule "A" to the declaration.
4. The Guarantee Company of North America is entitled by law to grant this *Consent* and Postponement.

DATED at Toronto this 21st day of April, 2003.

THE GUARANTEE COMPANY OF NORTH AMERICA

Original Signed by
Pamela Martin, Surety Underwriter

Original Signed by
**Richard Longland, Vice President, Surety
Central & Atlantic Region**

SCHEDULE "C"

Each Dwelling, Commercial, Parking, Locker Unit and Sign Unit shall comprise the area with the heavy lines shown on Part 1, Sheets 1 and 11 to 16 inclusive on the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 and 11 to 16 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 Unit 1 on Level 3, Units 1 to 12 inclusive on Level 7, Units 1 to 14 inclusive on Levels 8 to 24 inclusive, Units 1 to 13 inclusive on Level 25 and Units 1 to 11 inclusive on Levels 26, 27 and 28).

a) Each Dwelling Unit is bounded vertically by:

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

b) Each Dwelling Unit is bounded horizontally by:

- i) The backside surface and plane of the drywall and its production on walls separating one Unit from another Unit or from the common element.
- ii) The unit side surfaces and planes of exterior doors, door frames, windows and window frames, the said doors and windows being in closed position, and the unit side surface of any glass panels contained therein.
- iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. **BOUNDARIES OF THE COMMERCIAL UNIT**

(being Unit 1 on Level 2)

a) The Commercial Unit is bounded vertically by:

- i) The lower surface and plane of the concrete ceiling slab, in the uppermost storey and its production.
- ii) The upper surface and plane of the concrete floor slab on which the Unit rests, and its production.

b) The Commercial Unit is bounded horizontally by:

- i) The backside surface and plane of the drywall sheathing and its production on walls separating the Unit from another Unit or from the common element.
- ii) The unit side surfaces and planes of exterior doors, door frames, windows and window frames, said doors and windows being in a closed position, and the unit side surfaces of all glass panels contained therein.
- iii) In the vicinity of ducts, pipes, spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosed said ducts, pipes spaces and concrete columns.

3. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 40 inclusive on Level 4, 1 to 57 inclusive on Level 5, 1 to 59 inclusive on Level 6)

- a) Each Parking Unit is bounded vertically by:
- i) The upper surface and plane of the concrete garage floor slab.
 - ii) The plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Units is bounded horizontally by one or a combination of the following:
- i) The vertical plane established by measurement.
 - ii) The plane defined by the line and face of concrete columns and the production thereof.
 - iii) The plane defined by the centre-line of columns and the production thereof.
 - iv) The plane defined by the face of concrete or concrete block walls and the production thereof.

4. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 2 to 136 inclusive on Level 2, Units 2 to 25 inclusive on Level 3, Units 41 to 48 inclusive on Level 4, Units 58 to 66 inclusive on Level 5 and Units 60 to 97 inclusive on Level 6)

- a) Each Locker Unit is bounded vertically by one or a combination of the following:
- i) The upper surface and plane of the concrete floor slab and production.
 - ii) The lower surface and plane of the concrete floor slab and production.
 - iii) The lower surface and plane of the steel wire mesh and frame.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
- i) The unit side surface and plane of the concrete or concrete block walls and production.
 - ii) The backside surface and plane of the drywall sheathing and its production.
 - iii) The unit side surface of the steel wire mesh and frame.

5. **BOUNDARIES OF THE SIGN UNITS**

(being Unit 1 on Level 1 and Unit 137 on Level 2)

- a) Each Sign Unit is bounded vertically by:
- i) The upper surface and plane of the concrete floor slab and production for Unit 137 on Level 2.
 - ii) The horizontal plane established by measurement.
- b) Each sign Unit is bounded horizontally by:
- i) The unit side surface and plane of the concrete or concrete block wall.
 - ii) The vertical plane defining the property limit of the condominium.

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 in Part 1, Sheets 1 and 11 to 16 inclusive of the Description.

Dated: April 15, 2003

Original Signed by
R. AVIS,
Ontario Land Surveyor

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

**SCHEDULE "D" TO THE DECLARATION OF
8 PARK ROAD
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
AND PERCENTAGE INTEREST IN COMMON ELEMENTS
BY UNIT AND LEVEL**

UNIT TYPE	UNIT NUMBER	LEVEL NUMBER	PERCENTAGE IN COMMON ELEMENTS PER UNIT	TOTAL PERCENTAGE INTEREST IN COMMON ELEMENTS PER UNIT TYPE	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES PER UNIT		TOTAL PERCENTAGE OF COMMON EXPENSES PER UNIT TYPE
Residential	1	3	0.4114%	0.4114%	0.4211%	1	0.4211%
Residential	1	7	0.4186%	0.4186%	0.4284%	1	0.4284%
Residential	2	7	0.1799%	0.1799%	0.1842%	1	0.1842%
Residential	3	7	0.4053%	0.4053%	0.4148%	1	0.4148%
Residential	4	7	0.3485%	0.3485%	0.3567%	1	0.3567%
Residential	5	7	0.2349%	0.2349%	0.2404%	1	0.2404%
Residential	6	7	0.2330%	0.2330%	0.2384%	1	0.2384%
Residential	7	7	0.2311%	0.2311%	0.2365%	1	0.2365%
Residential	8	7	0.4602%	0.4602%	0.4711%	1	0.4711%
Residential	9	7	0.4659%	0.4659%	0.4769%	1	0.4769%
Residential	10	7	0.2008%	0.2008%	0.2055%	1	0.2055%
Residential	11	7	0.2349%	0.2349%	0.2404%	1	0.2404%
Residential	12	7	0.3580%	0.3580%	0.3664%	1	0.3664%
Residential	1	8 to 25	0.2822%	5.0796%	0.2888%	18	5.1992%
Residential	2	8 to 25	0.3201%	5.7615%	0.3276%	18	5.8970%
Residential	3	8 to 25	0.1799%	3.2387%	0.1842%	18	3.3149%
Residential	4	8 to 25	0.4053%	7.2956%	0.4148%	18	7.4672%
Residential	5	8 to 25	0.3485%	6.2728%	0.3567%	18	6.4204%
Residential	6	8 to 25	0.2349%	4.2273%	0.2404%	18	4.3268%
Residential	7	8 to 25	0.2330%	4.1933%	0.2384%	18	4.2919%
Residential	8	8 to 25	0.2311%	4.1592%	0.2365%	18	4.2570%
Residential	9	8 to 25	0.3693%	6.6478%	0.3780%	18	6.8043%
Residential	10	8 to 25	0.2652%	4.7728%	0.2714%	18	4.8851%
Residential	11	8 to 25	0.3561%	6.4092%	0.3644%	18	6.5600%
Residential	12	8 to 25	0.2008%	3.6137%	0.2055%	18	3.6987%
Residential	13	8 to 25	0.2349%	4.2273%	0.2404%	18	4.3268%
Residential	14	8 to 23	0.2008%	3.2122%	0.2055%	16	3.2878%
Residential	14	24	0.3883%	0.3883%	0.3974%	1	0.3974%
Residential	1	26 to 28	0.2822%	0.8466%	0.2888%	3	0.8665%
Residential	2	26 to 28	0.3845%	1.1534%	0.3935%	3	1.1806%
Residential	3	26 to 28	0.4735%	1.4205%	0.4846%	3	1.4539%
Residential	4	26 to 28	0.3485%	1.0455%	0.3567%	3	1.0701%
Residential	5	26 to 28	0.2349%	0.7046%	0.2404%	3	0.7211%
Residential	6	26 to 28	0.2330%	0.6989%	0.2384%	3	0.7153%
Residential	7	26 to 28	0.2311%	0.6932%	0.2365%	3	0.7095%
Residential	8	26 to 28	0.5133%	1.5398%	0.5253%	3	1.5760%
Residential	9	26 to 28	0.4318%	1.2955%	0.4420%	3	1.3260%
Residential	10	26 to 28	0.3106%	0.9318%	0.3179%	3	0.9538%
Residential	11	26 to 28	0.3296%	0.9887%	0.3373%	3	1.0119%
Parking	1 to 40	4					
Parking	1 to 57	5					
Parking	1 to 59	6					
Total Parking			0.0288%	4.5000%	0.0577%	156	9.0000%
Lockers	2 to 136	2					
Lockers	2 to 25	3					

UNIT TYPE	UNIT NUMBER	LEVEL NUMBER	PERCENTAGE IN COMMON ELEMENTS PER UNIT	TOTAL PERCENTAGE INTEREST IN COMMON ELEMENTS PER UNIT TYPE	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES PER UNIT		TOTAL PERCENTAGE OF COMMON EXPENSES PER UNIT TYPE
Lockers	41 to 48	4					
Lockers	58 to 66	5					
Lockers	60 to 97	6					
Total Typical Lockers			0.00221%	0.4668%	0.00885%	211	1.8673%
Locker Unit	2	3	0.0111%	0.0111%	0.04425%	1	0.0442%
Locker Unit	65	5	0.0044%	0.0044%	0.01770%	1	0.0177%
Locker Unit	66	5	0.0155%	0.0155%	0.06195%	1	0.0619%
Sign Unit	1	1	0.00080%	0.0008%	0.00450%	1	0.0045%
Sign Unit	137	2	0.00111%	0.0011%	0.00442%	1	0.0044%
Commercial	1	2	10.000%	10.000%	2.0000%	1	2.0000%
				100.000%			100.000%

SCHEDULE "E"
TO THE DECLARATION
OF TWO BLOOR RESIDENCES LIMITED

COMMON EXPENSES

COMMON EXPENSES shall include the following:

- a) All expenses of the Corporation incurred by it or the board in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation (including all agreements authorized by any of the by-laws of the Corporation) and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.
- b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the declaration as well as the cost of obtaining from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.
- c) All sums of money payable for utilities services serving the units or common elements from time to time including, without limiting the generality of the foregoing, monies payable on account of the following, if applicable:
 - i) Elevators
 - ii) insurance premiums
 - iii) water, gas and hydro-electricity (for each of the Residential Units and Commercial Unit, as well as the common elements, on the express understanding that the Corporation shall ultimately be reimbursed for that portion of any bulk invoice for water, gas & hydro-electricity representing the amount attributable to the Commercial Unit, pursuant to the Corporation's periodic reading of the check or consumption meter appurtenant to the Commercial Unit)
 - iv) garbage sorting, storing, recycling and disposal from one or more central garbage areas;
 - v) maintenance and landscaping materials, tools and supplies;
 - vi) snow removal, grounds maintenance and landscaping.
 - vii) concierge/security personnel; and
 - viii) the Corporation's proportionate share of the cost of maintenance, repair and replacement and monitoring of the fire safety system for the Complex;

Provided, however, that each of the Residential Units and Commercial Unit shall be separately metered and invoiced for cable television and telephone services, and accordingly the cost of said services so consumed or utilized by each of said units shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each owner thereof.

- d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements or the costs of borrowing money for the purposes herein set out.
- e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of

performing any or all of the duties of the Corporation including without limiting the generality of the foregoing remuneration payable pursuant to a management contract.

- g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.
- h) All sums of money paid by the Corporation for an addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.
- j) The fees and disbursements of the Insurance Trustee and the cost of maintaining any fidelity bonds provided for in the bylaws.
- k) All maintenance, operating and improvement costs related to that portion of the recreational facilities, if any, in operation and available for use by the unit owners. These costs shall include, without limitation:
 - i) the provision of heat, hydro, water, and all other utilities servicing the recreational facilities;
 - ii) the provision of any recreational programmes;
 - iii) the provision, replacement and maintenance of any equipment, used in connection with the recreational facilities; and
 - iv) municipal taxes, insurance and common expense assessments.
- l) All sums of money paid or payable by the Corporation and representing its share of the Shared Facilities Costs, together with all other costs and expenses incurred by the Corporation in connection with, or arising from, the Reciprocal Agreement, including the cost of posting letters of credit, performance bonds or such like security to secure the Corporation's obligations pursuant to the Reciprocal Agreement, and all sums of money paid or payable by the Corporation from time to time pursuant to Sections 12.02, 13.01(c), 13.01(d) and 13.02(b) of the Reciprocal Agreement.
- m) All sums of money paid or payable by the Corporation together with all other costs and expenses incurred by the Corporation in connection with, or arising from, any agreement entered into by the Corporation including, but not limited to, the following:
 - i) sums of money paid or payable by the Corporation pursuant to the Façade and Access Agreement; and
 - ii) sums of money paid or payable by the Corporation pursuant to an agreement between the Corporation and a fitness centre operator who is a tenant of or operates the commercial unit.

SCHEDULE "F"

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

- c) the Owner(s) of Dwelling Units 4, 5, 6 and 7 on Level 7, Units 1, 2, 4, 5, 6, 7, 9, 11, 13 and 14 on Levels 8 to 24 inclusive, Units 1, 2, 4, 5, 6, 7, 9, 11 and 13 on Level 25, Units 1 to 6 inclusive, 8, 9, 10 and 11 on Levels 26 and 27 and Units 1, 4, 5, 6, 10 and 11 on Level 28, shall each have the exclusive use of a balcony or balconies to which said Units provide direct and sole access.
- d) the Owner(s) of Dwelling Units, 1, 2, 3, and 8 to 12 inclusive on Level 7 and Units 2, 3, 8 and 9 on Levels 26, 27 and 28, shall each have exclusive use of a terrace to which said Units have direct and sole access.

April 4, 2003

Ref: 169 1238-0.SCF

SCHEDULE "G"

This Certification applies to "The Building on the property legally described as part of Lot 20, "Concession 2 From The Bay, designated as Parts 3, 12, 13, 14, 16, 18, 19, 20 and 23, Plan 66R-18802, City of Toronto."

**Form 2
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 Real Property

OR

~~(In the case of an amendment to the declaration erecting a phase:~~

~~Each building on the land included in the phase):~~

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

~~— There are no installations with respect to the provision of air conditioning.~~

9. ~~— All installations with respect to the provision of electricity are in place.~~

10. ~~— All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

√ There are no indoor and outdoor swimming pools.

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

DATED this 26th day of April 2003.

Original Signed by
BRIAN SICKLE

(Strike out whichever is not applicable:

Architect/ ~~Professional Engineer~~)

SCHEDULE "G"

This Certification applies to "The Building on the property legally described as part of Lot 20, "Concession 2 From The Bay, designated as Parts 3, 12, 13, 14, 16, 18, 19, 20 and 23, Plan 66R-18802, City of Toronto."

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDART OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8(1)(e) of the Condominium Act, 1998)

I certify that:

(Strike out which ever is not applicable:)

Each building on the Real 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)

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters: **(Only item 4 noted below is checked off on the original document)**

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

OR

~~There are no underground garages.~~

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

OR

~~There are no elevating devices as defined in the *Elevator 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 or 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 28th day of April, 2003

Original Signed by
Bill Chan

(Strike out whichever is not applicable:

~~Architect~~/Professional Engineer)

Minden 111 Richmond St. W.
Gross Suite 700
Grafstein & Toronto, Ontario
Greenstein LLP Canada M5H 2H5
Barristers & Solicitors Telephone: 416-362-3711
Fax: 416-864-9223

TDX 79
DIRECT DIAL (416) 369-4113
FAX (416) 864-9223
E-MAIL dkutner@MGGG.COM

April 22, 2003

Land Registry Office for the Land Titles
Division of Metropolitan Toronto
20 Dundas Street West, Box 177
Toronto, Ontario M5G 2C2

Sirs:

RE: Two Bloor Residences Limited
Condominium Project as more particularly
Described in Schedule "A" of the Declaration hereto

We are the solicitors for the Declarant, Two Bloor Residences Limited, with respect to the above-noted Condominium Project.

We confirm that the name of the builder is Two Bloor Residences Limited and the municipal address of the Condominium Project is:

8 Park Road
Toronto, Ontario

Yours truly,

MINDEN GROSS GRAFSTEIN & GREENSTEIN LLP
Original Signed by
David M. Kutner

CERTIFICATE IN RESPECT OF BY-LAW

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525 (known as the "Corporation") certifies that:

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

Dated at Toronto this 26th day of July 2003.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

Original Signed by
Name: Mark Mandelbaum
Title: President

Original Signed by
Name: Sanford Minuk
Title: Secretary

I/we have the authority to bind the Corporation.