

OFFICE SCHEDULE

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TORONTO (66)

2007-02-2 : 11:39

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 1831

NEW PROPERTY IDENTIFIER'S BLOCK 12831

RECENTLY : BEING ALL OF PINS; 21077-0181 & 21077-0190

DECLARANT: GENERIC HODLINGS INC.

MICHAEL CALLAHAN

TANZOLA & SORBARA

10 DIRECTOR COURT

STE- 101

WOODBIDGE, ONTARIO

L4L-7E8

PHONE: 905-265-2253

FAX:305-265-0667

n. OF UNITS 533

FEES : \$70.00 + \$5.00 x2665=\$2,735.00

CONDOMINIUM ACT**DECLARATION**

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

GENERIC HOLDINGS INC.

(hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed two buildings upon the said Lands containing one hundred and fifty-four (154) residential units; eight (8) townhouse style apartment units; one hundred and eighty (180) parking units; and one hundred and seventy-nine (179) bicycle/storage units; four (4) hobby units; seven (7) private terrace units; and one (1) sign unit. **CAUTION:** That portion of the condominium building shown in hatched outline on Part I, Sheet 1 of the description encroaches upon the adjoining lands and is not governed by the Condominium Act, 1998 and is the subject of two agreements registered as instruments No. AT1309384.

AND WHEREAS the Declarant intends that the Lands, together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium that is a standard condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I**INTRODUCTION****1.1 Definitions**

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

- (a) **"Bicycle/Storage Units"** means Units 95 to 273, inclusive, on Level A;
- (b) **"Board"** means the Corporation's board of directors;
- (c) **"By-laws"** means the by-law(s) of the Corporation enacted from time to time;
- (d) **"Common Elements"** means all the property except the Units;
- (e) **"Corporation" or "Condominium"** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (f) **"Hobby Units"** means Units 1 to 4, inclusive, on Level A;
- (g) **"Owner"** means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (h) **"Parking Units"** means Units 34 to 68, inclusive, on Level 1; Units 5 to 94 inclusive, on Level A; and Units 1 to 55 inclusive, on Level B;
- (i) **"Private Terrace Units"** means Units 16 to 22, inclusive, on Level 6;
- (j) **"Residential Units"** means Units 1 to 25, inclusive, on Level 1 (Units 16, 17, 18, 22, 23, 24 and 25 have a lower level); Units 1 to 31, inclusive, on Levels 2 (Units 28, 29 and 30 are two floor units); Units 1 to 26, inclusive, on Levels 3; Units 1 to 31, inclusive, on Levels 4 (Units 28, 29 and 30 are two floor units); Units 1 to 26, inclusive, on Level 5; and Units 1 to 15, inclusive, on Level 6 (all Units 1 to 15, inclusive, are two floor units);
- (k) **"Rules"** means the rules passed by the Board in accordance with the provisions of the Act;
- (l) **"Sign Unit"** means Unit 69 on Level 1;

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- (m) **"Townhouse Style Apartment Units"** means Units 26 to 33, inclusive on Level 1:
and
 - (n) **"Units"** means all portions of the condominium designated as a unit, collectively, as
the context may require.

1.2 **Statement of Intention**

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

1.3 **Standard Condominium**

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

1.4 **Consent of Encumbrances**

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

1.5 **Boundaries of Units and Monuments**

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

Notwithstanding the boundaries set out in Schedule "C" attached hereto:

(a) **Residential Units, Hobby Units and Townhouse Style Apartment Units**

- (i) Each Residential Unit, Hobby Unit and Townhouse Style Apartment Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'. Each Residential Unit, Hobby Unit and Townhouse Style Apartment Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- (ii) Each Residential Unit, Hobby Unit and Townhouse Style Apartment Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

(b) **Parking Units and Bicycle/Storage Units**

- (i) Each Parking Unit and Bicycle/Storage Unit **shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinkler, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any Parking Unit or Bicycle/Storage Unit. The Parking Unit on Level 1 **shall also exclude** the road bed and topping and catch basin.

(c) **Private Terraces Units**

- (i) Each Private Terrace Unit **shall include** all decking, pavers, lighting fixtures, any pipes, wires, cables, conduits, ducts, shafts, mechanical and electrical apparatus which provide a service or utility to the Unit, regardless whether or not same are located outside the Unit boundaries of the Private Terrace Unit as described in Schedule 'C'.
- (ii) Each Private Terrace Unit **shall exclude** any load bearing wall or columns that provide support to another Unit or the Common Element and any pipe, wire, cable conduit, duct, shaft, mechanical and electrical apparatus that are located within the Unit boundaries and provide a service or utility to another Unit or the Common Element. Each Private Terrace Unit **shall also exclude** all roof membranes, planters (if applicable), railings, retaining walls, (if applicable), catch basins and/or area drains that are located within the Unit

boundaries and provide a service or utility to another Unit or the Common Element.

(d) Sign Unit

- (i) The Sign Unit **shall include** all fixtures, appurtenant thereto, including but not limited to, the base on which the Unit rests (if applicable) and any wire cable conduit, duct and electrical equipment which provide a service or utility to the Unit, regardless of whether or not same are located outside the Unit boundaries of the Sign Unit described in Schedule 'C'.
- (ii) The Sign Unit **shall exclude** any pipe, wire, cable, conduit, duct shaft, mechanical or electrical apparatus, which provide a service or utility to another Unit or Common Element. The Sign Unit **shall also exclude** any underground garage footings.

1.6 Common Interest and Common Expenses

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

1.7 Address for Service and Mailing
Address of the Condominium Corporation

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

602 King Street West
Ground Floor
Toronto, Ontario
M5V 1M6

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

1.8 Architect/Engineer Certificate

The Certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses

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

2.2 Payment of Common Expenses

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

2.3 Hydro, Water and Gas

It is expressly understood that the Condominium has been designed and constructed with one bulk meter for water service consumed and for some common area hydro electric service and gas service. The Condominium Corporation will accordingly receive bulk invoices for the water, hydro electric service and gas service utilized or consumed. Each Residential Unit and each Townhouse Style Apartment Unit will have individually metered hydro electric service.

2.4 Lien for Unpaid Common Expenses

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

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

2.5 Reserve Fund

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

ARTICLE III

OCCUPATION AND USE OF COMMON ELEMENTS

3.1 Use of Common Elements

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

3.2 Restrictive Access

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as utility areas, building maintenance storage areas, manager's offices, operating machinery, or any other part of the Common Elements used for the care, maintenance, or operation of the property and, without the consent in writing of the Board. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least thirty percent (30%) of the Units, who shall have a right of access for inspection upon forty-eight (48) hours notice to the Condominium Corporation's building manager.

3.3 Additions, Alterations and Improvements

- (a) No Owner shall make any change or alteration to the Common Elements whatsoever,

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including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Condominium Corporation in accordance with Section 98 of the Act.

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

3.4 **Exclusive Use of Parts of Common Elements**

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

3.5 **Visitor's Parking**

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

3.6 **Visitor's Bicycle Parking**

Visitor's bicycle parking is located on Level 1 and is part of the common element. The visitor's bicycle parking shall be subject to the Rules of the Condominium Corporation.

ARTICLE IV

UNITS

4.1 **General Use**

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

- (a) each Residential Unit and the Townhouse Style Apartment Unit shall be occupied and used only for those residential purposes permitted under the applicable zoning By-laws and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the buildings and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs in certain Units and on the Common Elements until all the Units owned by the Declarant have been sold;
- (b) each Parking Unit shall be used only for motor vehicle parking purposes in accordance with all Condominium rules, zoning By-laws and governmental regulations;
- (c) each Bicycle/Storage Unit shall only be used for storage purposes and shall not constitute a nuisance or danger to any other Unit or Unit Owner, nor result in the violation of any zoning By-laws or governmental regulations;
- (d) each Hobby Unit and Terrace Unit shall be used only for purposes in accordance with all Condominium rules, zoning By-laws and governmental regulations;
- (e) the Sign Unit shall be used only for purposes in accordance with all zoning By-laws and governmental regulations;
- (f) no Unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in the Declaration;
- (g) the Owner of each Unit, shall comply and shall require tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the By-laws and the Rules; and

- (h) no Owner shall make any structural change or alteration in or to his Unit, including partition walls, floors, doors, windows, plumbing, mechanical, electrical, or accesses to other adjacent Units without the consent of the Board. The Board shall also be entitled to impose certain terms and conditions on such changes as it shall see fit.

ARTICLE V

LEASING OF UNITS

5.1 Notification of Lease

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

5.2 Tenant's Liability

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

5.3 Owner's Liability

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

ARTICLE VI

MAINTENANCE AND REPAIRS AFTER DAMAGE

6.1 Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit, and, subject to the provisions of the Act and the Declaration, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Condominium Corporation.
- (c) The Condominium Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such Owner by the Condominium Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Condominium Corporation. The Owner shall reimburse the Condominium Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Condominium Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twelve percent (12%) per annum until paid by the Owner. The Condominium Corporation may collect such costs in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Condominium Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) Each Owner shall provide to the Board, or their designated consultants, all plans for any interior work, exterior signs, logo sign band and/or canopy. All plans must be approved by the Board in writing before any work may commence. In addition, no person shall occupy a Unit until the work has been inspected by a representative of the Board and a valid occupancy permit has been issued for any interior work by the relevant municipal authority. Any inspection costs incurred by the Board shall be borne by the Unit Owner plus a fifteen percent (15%) administration fee.

6.2 Maintenance and Repairs to Common Elements

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

6.3 **Substantial Damage**

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

ARTICLE VII

INSURANCE

7.1 **Insurance Maintained by the Condominium Corporation**

(a) **Fire and Extended Risks**

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

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

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

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

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

(c) **General Provision re Policies of Insurance**

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

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed Twenty-Five Thousand (\$25,000.00) Dollars, the proceeds of such loss shall be payable to the Condominium Corporation and not to the insurance trustee;
- (ii) waivers of subrogation against the Condominium Corporation, its manager, agents, employees and servants, and against the Owners, and any tenant, invitee, or licensee of a Unit, except for damage arising out of arson and fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee;
- (iv) waivers of any defense based on co-insurance or of invalidity arising from any act or omission, or breach of statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect of any other insurance carried by the Owner; and
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to the Act.

7.2 **General Provisions regarding the Condominium Insurance**

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

7.3 **Insurance Maintained by the Individual Unit Owners**

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

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

7.4 **Indemnification by Owners**

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

7.5 **Indemnity Insurance for Directors and Officers of the Corporation**

The Condominium Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties, provided, however, that such insurance shall not indemnify any of the directors or officers against any of the liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

7.6 **Insurance Trust Agreement**

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

ARTICLE VIII

APPROVAL AUTHORITY REQUIREMENTS

8.1 **Approvals**

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

ARTICLE IX

MISCELLANEOUS

9.1 **Rights of Entry**

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

9.2 **Status Certificate**

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

9.3 **Invalidity**

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

9.4 **Waiver**

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

SCHEDULE "A"FIRSTLY PIN: 21077-0181

Part of Lot 15, Broken Front Concession
 Designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 66R20522
 City of Toronto

TOGETHER WITH a right-of-way in, over, along and upon that
 part of said Lot 15, Broken Front Concession, designated as
 Parts 7 and 8 on said Plan 66R20522, in favour of Parts 1, 2, 3, 4 and 5
 on Plan 66R20522 as set out in instrument CA706651.

SUBJECT TO a right-of-way on, over and along that part of said
 Lot 15, Broken Front Concession, designated as Parts 3, 4 and 5
 on said Plan 66R20522, as set out in instrument Nos. A924818,
 CA706651, 61506ES, CA778170 and CA778171.

SUBJECT TO an easement in favour of Rogers Cable
 Communications Inc. as set out in instrument No. AT961096.

SUBJECT TO an easement in favour of Bell Canada upon, over, in under
 and across that part of Lot 15, Broken Front Concession
 designated as Parts 1, 2 and 3 on Plan 66R22095 as set out in instrument No. AT1319414.

SECONDLY PIN: 21077-0190

Part of Lot 15, Broken Front Concession (Township of York)
 and part of Eastern Avenue Diversion (closed by Bylaw 56-2004 as in AT414318)
 designated as Part 1 on Plan 66R21410
 City of Toronto

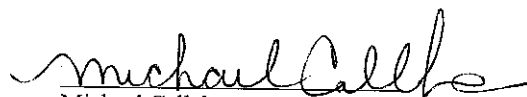
SUBJECT TO an easement in favour of Rogers Cable
 Communications Inc. as set out in instrument No. AT961096.

SUBJECT TO an easement in favour of Bell Canada upon, over, in under
 and across that part of Lot 15, Broken Front Concession (Township of York)
 and part of Eastern Avenue Diversion (closed by Bylaw 56-2004 as in AT414318)
 designated as Part 4 on Plan 66R22095 as set out in instrument No. AT1319414.

In our opinion, based on the parcel register and the plans and documents recorded in them, the legal
 description is correct, the easements described exist in law and the Declarant is the registered Owner
 of the Lands and appurtenant easements.

DATED this 29th day of December, 2006.

TANZOLA & SORBARA LLP


 Michael Callahan

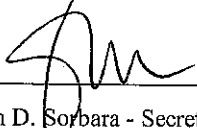
SCHEDULE "B"CONSENT

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

1. Antica Investments Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998, registered as Number CA764400 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Antica Investments Limited 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. Antica Investments Limited postpones the mortgage and the interest under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. Antica Investments Limited is entitled by law to grant this consent and postponement.

DATED this 24th day of January, 2007.

ANTICA INVESTMENTS LIMITED



Joseph D. Sorbara - Secretary

I have the authority to bind the Corporation

SCHEDULE "C"

Each Residential Unit, Hobby Unit, Townhouse Style Apartment Unit, Parking Unit, Bicycle/Storage Unit, Private Terrace Unit and Sign Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 3 both inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 3 both inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 25 inclusive on Level 1, Units 1 to 31 inclusive on Level 2 Units 1 to 26 inclusive on Level 3, Units 1 to 31 inclusive on Level 4, Units 1 to 26 inclusive on Level 5 and Units 1 to 15 inclusive on Level 6).

2. **BOUNDARIES OF THE HOBBY UNITS**

(being Units 1 to 4 inclusive on Level A).

- a) Each Residential Unit and Hobby Unit is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the drywall sheathing ceiling and production, where applicable.
 - ii) the upper surface and plane of the concrete floor slab/concrete floor and production.
 - iii) the lower surface and plane of the wood joists and production, where applicable.
 - iv) the lower surface and plane of the concrete ceiling slab and production.
 - v) the lower surface and plane of the metal ceiling and metal beams and production, for the Residential Units on Level 6.
- b) Each Residential Unit and Hobby Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element.
 - ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - iv) the unit side surface and plane of the concrete or concrete block walls and production, where applicable, for the Hobby Units on Level A.

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- v) the unit side surface and plane of the brick wall and production, where applicable.
- vi) the vertical plane established by measurement and production, for Residential Units 10 and 11 on Level 6

3. **BOUNDARIES OF THE TOWNHOUSE STYLE APARTMENT UNITS**

(being Units 26 to 33 inclusive on Level 1).

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

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 34 to 68 inclusive on Level 1, Units 5 to 94 inclusive on Level A and Units 1 to 55 inclusive on Level B).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the horizontal plane established parallel to and 2.10 metres perpendicularly distant above the concrete floor slab.
 - iii) the upper surface and plane of the concrete garage roof slab for the Units on Level 1.
 - iv) the lower surface and plane of the concrete ceiling and production for the Units on Level 1.

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

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

(being Units 95 to 273 inclusive on Level A).

- a) Each Bicycle/Storage Units is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
 - iii) the lower surface and plane of the concrete ceiling and production, for Unit 141 on Level A.
- b) Each Bicycle/Storage Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) the backside surface and plane of the drywall sheathing and production on walls separating the Unit from another Unit or the Common Element, where applicable.
 - iii) the unit side surface and plane of the steel wire mesh and frame.
 - iv) the unit side surface and plane of the door and door frame, the said door being in a closed position, for Unit 141 on Level A.
 - v) the unit side surface and plane of the brick wall, where applicable.
 - vi) the unit side surface and plane of the wood column, where applicable.

6. **BOUNDARIES OF THE PRIVATE TERRACE UNITS**

(being Units 16 to 22 inclusive on Level 6).

- a) Each Private Terrace Unit is bounded vertically by:
- i) the upper surface and plane of the concrete roof slab and production.
 - ii) the upper surface and plane of the drywall sheathing ceiling and production.
- b) Each Private Terrace Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the aluminum and glass fence and production.
 - ii) the unit side surface and plane of the exterior metal and glass door and door frame.
 - iii) the unit side surface and plane of the exterior metal and glass building wall and production.

7. **BOUNDARIES OF THE SIGN UNIT**

(being Unit 69 on Level 1).

- a) The Sign Unit is bounded vertically by:
- i) there are no upper or lower limits.
- b) The Sign Unit is bounded horizontally by:
- i) the unit side surface and plane of the concrete or concrete block wall and production.
 - ii) the vertical plane established by measurement.
 - iii) the property limit.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 3 both inclusive of the Description.

January 11, 2007
Dated


Dario A. Miret
Ontario Land Surveyor

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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"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
1	1	RESIDENTIAL UNIT	0.415723%
1	2	RESIDENTIAL UNIT	0.434176%
1	3	RESIDENTIAL UNIT	0.544899%
1	4	RESIDENTIAL UNIT	0.736613%
1	5	RESIDENTIAL UNIT	0.668437%
1	6	RESIDENTIAL UNIT	0.553613%
1	7	RESIDENTIAL UNIT	0.400857%
1	8	RESIDENTIAL UNIT	0.528496%
1	9	RESIDENTIAL UNIT	0.421361%
1	10	RESIDENTIAL UNIT	0.384966%
1	11	RESIDENTIAL UNIT	0.417773%
1	12	RESIDENTIAL UNIT	0.418798%
1	13	RESIDENTIAL UNIT	0.523370%
1	14	RESIDENTIAL UNIT	0.626403%
1	15	RESIDENTIAL UNIT	0.275781%
1	16	RESIDENTIAL UNIT	0.562328%
1	17	RESIDENTIAL UNIT	0.556689%
1	18	RESIDENTIAL UNIT	0.758143%
1	19	RESIDENTIAL UNIT	0.427000%
1	20	RESIDENTIAL UNIT	0.461344%
1	21	RESIDENTIAL UNIT	0.471084%
1	22	RESIDENTIAL UNIT	0.684328%
1	23	RESIDENTIAL UNIT	0.756092%
1	24	RESIDENTIAL UNIT	0.608462%
1	25	RESIDENTIAL UNIT	0.625378%
1	26	TOWNHOUSE UNIT	0.770445%
1	27	TOWNHOUSE UNIT	0.751479%
1	28	TOWNHOUSE UNIT	0.751479%
1	29	TOWNHOUSE UNIT	0.751479%
1	30	TOWNHOUSE UNIT	0.823244%
1	31	TOWNHOUSE UNIT	0.827344%
1	32	TOWNHOUSE UNIT	0.749941%
1	33	TOWNHOUSE UNIT	0.785823%
1	34	PARKING UNITS	0.051260%
1	35	PARKING UNITS	0.051260%
1	36	PARKING UNITS	0.051260%
1	37	PARKING UNITS	0.051260%
1	38	PARKING UNITS	0.051260%
1	39	PARKING UNITS	0.051260%
1	40	PARKING UNITS	0.051260%
1	41	PARKING UNITS	0.051260%
1	42	PARKING UNITS	0.051260%
1	43	PARKING UNITS	0.051260%
1	44	PARKING UNITS	0.051260%
1	45	PARKING UNITS	0.051260%
1	46	PARKING UNITS	0.051260%
1	47	PARKING UNITS	0.051260%
1	48	PARKING UNITS	0.051260%
1	49	PARKING UNITS	0.051260%
1	50	PARKING UNITS	0.051260%
1	51	PARKING UNITS	0.051260%
1	52	PARKING UNITS	0.051260%
1	53	PARKING UNITS	0.051260%
1	54	PARKING UNITS	0.051260%
1	55	PARKING UNITS	0.051260%
1	56	PARKING UNITS	0.051260%
1	57	PARKING UNITS	0.051260%
1	58	PARKING UNITS	0.051260%
1	59	PARKING UNITS	0.051260%
1	60	PARKING UNITS	0.051260%
1	61	PARKING UNITS	0.051260%
1	62	PARKING UNITS	0.051260%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
1	63	PARKING UNITS	0.051260%
1	64	PARKING UNITS	0.051260%
1	65	PARKING UNITS	0.051260%
1	66	PARKING UNITS	0.051260%
1	67	PARKING UNITS	0.051260%
1	68	PARKING UNITS	0.051260%
1	69	SIGNAGE UNITS	0.000010%
2	1	RESIDENTIAL UNIT	0.421874%
2	2	RESIDENTIAL UNIT	0.544386%
2	3	RESIDENTIAL UNIT	0.537210%
2	4	RESIDENTIAL UNIT	0.737126%
2	5	RESIDENTIAL UNIT	0.662798%
2	6	RESIDENTIAL UNIT	0.546949%
2	7	RESIDENTIAL UNIT	0.402907%
2	8	RESIDENTIAL UNIT	0.533622%
2	9	RESIDENTIAL UNIT	0.415210%
2	10	RESIDENTIAL UNIT	0.423924%
2	11	RESIDENTIAL UNIT	0.415723%
2	12	RESIDENTIAL UNIT	0.420336%
2	13	RESIDENTIAL UNIT	0.486975%
2	14	RESIDENTIAL UNIT	0.561815%
2	15	RESIDENTIAL UNIT	0.449555%
2	16	RESIDENTIAL UNIT	0.574630%
2	17	RESIDENTIAL UNIT	0.500302%
2	18	RESIDENTIAL UNIT	0.405471%
2	19	RESIDENTIAL UNIT	0.407521%
2	20	RESIDENTIAL UNIT	0.530034%
2	21	RESIDENTIAL UNIT	0.498252%
2	22	RESIDENTIAL UNIT	0.524395%
2	23	RESIDENTIAL UNIT	0.444428%
2	24	RESIDENTIAL UNIT	0.410597%
2	25	RESIDENTIAL UNIT	0.476723%
2	26	RESIDENTIAL UNIT	0.485437%
2	27	RESIDENTIAL UNIT	0.635118%
2	28	RESIDENTIAL UNIT	0.575655%
2	29	RESIDENTIAL UNIT	0.555664%
2	30	RESIDENTIAL UNIT	0.548487%
2	31	RESIDENTIAL UNIT	0.573092%
3	1	RESIDENTIAL UNIT	0.423412%
3	2	RESIDENTIAL UNIT	0.545924%
3	3	RESIDENTIAL UNIT	0.538748%
3	4	RESIDENTIAL UNIT	0.737126%
3	5	RESIDENTIAL UNIT	0.662798%
3	6	RESIDENTIAL UNIT	0.546949%
3	7	RESIDENTIAL UNIT	0.402395%
3	8	RESIDENTIAL UNIT	0.533622%
3	9	RESIDENTIAL UNIT	0.415210%
3	10	RESIDENTIAL UNIT	0.423924%
3	11	RESIDENTIAL UNIT	0.631529%
3	12	RESIDENTIAL UNIT	0.518244%
3	13	RESIDENTIAL UNIT	0.446479%
3	14	RESIDENTIAL UNIT	0.428538%
3	15	RESIDENTIAL UNIT	0.414185%
3	16	RESIDENTIAL UNIT	0.572067%
3	17	RESIDENTIAL UNIT	0.502865%
3	18	RESIDENTIAL UNIT	0.405471%
3	19	RESIDENTIAL UNIT	0.407521%
3	20	RESIDENTIAL UNIT	0.530034%
3	21	RESIDENTIAL UNIT	0.498252%
3	22	RESIDENTIAL UNIT	0.524395%
3	23	RESIDENTIAL UNIT	0.444941%
3	24	RESIDENTIAL UNIT	0.410597%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
3	25	RESIDENTIAL UNIT	0.474160%
3	26	RESIDENTIAL UNIT	0.492101%
4	1	RESIDENTIAL UNIT	0.423924%
4	2	RESIDENTIAL UNIT	0.546437%
4	3	RESIDENTIAL UNIT	0.540286%
4	4	RESIDENTIAL UNIT	0.735076%
4	5	RESIDENTIAL UNIT	0.664849%
4	6	RESIDENTIAL UNIT	0.546949%
4	7	RESIDENTIAL UNIT	0.403933%
4	8	RESIDENTIAL UNIT	0.534647%
4	9	RESIDENTIAL UNIT	0.417260%
4	10	RESIDENTIAL UNIT	0.424950%
4	11	RESIDENTIAL UNIT	0.416748%
4	12	RESIDENTIAL UNIT	0.421874%
4	13	RESIDENTIAL UNIT	0.488000%
4	14	RESIDENTIAL UNIT	0.553613%
4	15	RESIDENTIAL UNIT	0.442891%
4	16	RESIDENTIAL UNIT	0.565916%
4	17	RESIDENTIAL UNIT	0.491588%
4	18	RESIDENTIAL UNIT	0.405471%
4	19	RESIDENTIAL UNIT	0.407521%
4	20	RESIDENTIAL UNIT	0.530034%
4	21	RESIDENTIAL UNIT	0.498252%
4	22	RESIDENTIAL UNIT	0.524395%
4	23	RESIDENTIAL UNIT	0.444428%
4	24	RESIDENTIAL UNIT	0.410084%
4	25	RESIDENTIAL UNIT	0.474672%
4	26	RESIDENTIAL UNIT	0.488000%
4	27	RESIDENTIAL UNIT	0.635630%
4	28	RESIDENTIAL UNIT	0.580269%
4	29	RESIDENTIAL UNIT	0.545412%
4	30	RESIDENTIAL UNIT	0.561815%
4	31	RESIDENTIAL UNIT	0.574630%
5	1	RESIDENTIAL UNIT	0.421874%
5	2	RESIDENTIAL UNIT	0.543361%
5	3	RESIDENTIAL UNIT	0.535672%
5	4	RESIDENTIAL UNIT	0.733025%
5	5	RESIDENTIAL UNIT	0.428025%
5	6	RESIDENTIAL UNIT	0.783773%
5	7	RESIDENTIAL UNIT	0.403933%
5	8	RESIDENTIAL UNIT	0.533622%
5	9	RESIDENTIAL UNIT	0.418798%
5	10	RESIDENTIAL UNIT	0.424437%
5	11	RESIDENTIAL UNIT	0.631529%
5	12	RESIDENTIAL UNIT	0.519269%
5	13	RESIDENTIAL UNIT	0.451605%
5	14	RESIDENTIAL UNIT	0.419823%
5	15	RESIDENTIAL UNIT	0.410597%
5	16	RESIDENTIAL UNIT	0.562840%
5	17	RESIDENTIAL UNIT	0.492101%
5	18	RESIDENTIAL UNIT	0.405471%
5	19	RESIDENTIAL UNIT	0.407521%
5	20	RESIDENTIAL UNIT	0.530034%
5	21	RESIDENTIAL UNIT	0.498252%
5	22	RESIDENTIAL UNIT	0.524395%
5	23	RESIDENTIAL UNIT	0.444428%
5	24	RESIDENTIAL UNIT	0.410597%
5	25	RESIDENTIAL UNIT	0.473647%
5	26	RESIDENTIAL UNIT	0.491076%
6	1	RESIDENTIAL UNIT	0.466471%
6	2	RESIDENTIAL UNIT	0.485949%
6	3	RESIDENTIAL UNIT	0.892534%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
6	4	RESIDENTIAL UNIT	0.614101%
6	5	RESIDENTIAL UNIT	0.614101%
6	6	RESIDENTIAL UNIT	0.432126%
6	7	RESIDENTIAL UNIT	0.645370%
6	8	RESIDENTIAL UNIT	0.504916%
6	9	RESIDENTIAL UNIT	0.677151%
6	10	RESIDENTIAL UNIT	0.677151%
6	11	RESIDENTIAL UNIT	0.863227%
6	12	RESIDENTIAL UNIT	0.730462%
6	13	RESIDENTIAL UNIT	0.809916%
6	14	RESIDENTIAL UNIT	0.693042%
6	15	RESIDENTIAL UNIT	0.688428%
6	16	TERRACE UNITS	0.169160%
6	17	TERRACE UNITS	0.140966%
6	18	TERRACE UNITS	0.140966%
6	19	TERRACE UNITS	0.140966%
6	20	TERRACE UNITS	0.149681%
6	21	TERRACE UNITS	0.132252%
6	22	TERRACE UNITS	0.138916%
A	1	HOBBY UNITS	0.494664%
A	2	HOBBY UNITS	0.481336%
A	3	HOBBY UNITS	0.480311%
A	4	HOBBY UNITS	0.422386%
A	5	PARKING UNITS	0.051260%
A	6	PARKING UNITS	0.051260%
A	7	PARKING UNITS	0.051260%
A	8	PARKING UNITS	0.051260%
A	9	PARKING UNITS	0.051260%
A	10	PARKING UNITS	0.051260%
A	11	PARKING UNITS	0.051260%
A	12	PARKING UNITS	0.051260%
A	13	PARKING UNITS	0.051260%
A	14	PARKING UNITS	0.051260%
A	15	PARKING UNITS	0.051260%
A	16	PARKING UNITS	0.051260%
A	17	PARKING UNITS	0.051260%
A	18	PARKING UNITS	0.051260%
A	19	PARKING UNITS	0.051260%
A	20	PARKING UNITS	0.051260%
A	21	PARKING UNITS	0.051260%
A	22	PARKING UNITS	0.051260%
A	23	PARKING UNITS	0.051260%
A	24	PARKING UNITS	0.051260%
A	25	PARKING UNITS	0.051260%
A	26	PARKING UNITS	0.051260%
A	27	PARKING UNITS	0.051260%
A	28	PARKING UNITS	0.051260%
A	29	PARKING UNITS	0.051260%
A	30	PARKING UNITS	0.051260%
A	31	PARKING UNITS	0.051260%
A	32	PARKING UNITS	0.051260%
A	33	PARKING UNITS	0.051260%
A	34	PARKING UNITS	0.051260%
A	35	PARKING UNITS	0.051260%
A	36	PARKING UNITS	0.051260%
A	37	PARKING UNITS	0.051260%
A	38	PARKING UNITS	0.051260%
A	39	PARKING UNITS	0.051260%
A	40	PARKING UNITS	0.051260%
A	41	PARKING UNITS	0.051260%
A	42	PARKING UNITS	0.051260%
A	43	PARKING UNITS	0.051260%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
A	44	PARKING UNITS	0.051260%
A	45	PARKING UNITS	0.051260%
A	46	PARKING UNITS	0.051260%
A	47	PARKING UNITS	0.051260%
A	48	PARKING UNITS	0.051260%
A	49	PARKING UNITS	0.051260%
A	50	PARKING UNITS	0.051260%
A	51	PARKING UNITS	0.051260%
A	52	PARKING UNITS	0.051260%
A	53	PARKING UNITS	0.051260%
A	54	PARKING UNITS	0.051260%
A	55	PARKING UNITS	0.051260%
A	56	PARKING UNITS	0.051260%
A	57	PARKING UNITS	0.051260%
A	58	PARKING UNITS	0.051260%
A	59	PARKING UNITS	0.051260%
A	60	PARKING UNITS	0.051260%
A	61	PARKING UNITS	0.051260%
A	62	PARKING UNITS	0.051260%
A	63	PARKING UNITS	0.051260%
A	64	PARKING UNITS	0.051260%
A	65	PARKING UNITS	0.051260%
A	66	PARKING UNITS	0.051260%
A	67	PARKING UNITS	0.051260%
A	68	PARKING UNITS	0.051260%
A	69	PARKING UNITS	0.051260%
A	70	PARKING UNITS	0.051260%
A	71	PARKING UNITS	0.051260%
A	72	PARKING UNITS	0.051260%
A	73	PARKING UNITS	0.051260%
A	74	PARKING UNITS	0.051260%
A	75	PARKING UNITS	0.051260%
A	76	PARKING UNITS	0.051260%
A	77	PARKING UNITS	0.051260%
A	78	PARKING UNITS	0.051260%
A	79	PARKING UNITS	0.051260%
A	80	PARKING UNITS	0.051260%
A	81	PARKING UNITS	0.051260%
A	82	PARKING UNITS	0.051260%
A	83	PARKING UNITS	0.051260%
A	84	PARKING UNITS	0.051260%
A	85	PARKING UNITS	0.051260%
A	86	PARKING UNITS	0.051260%
A	87	PARKING UNITS	0.051260%
A	88	PARKING UNITS	0.051260%
A	89	PARKING UNITS	0.051260%
A	90	PARKING UNITS	0.051260%
A	91	PARKING UNITS	0.051260%
A	92	PARKING UNITS	0.051260%
A	93	PARKING UNITS	0.051260%
A	94	PARKING UNITS	0.051260%
A	95	BICYCLE/STORAGE UNITS	0.007689%
A	96	BICYCLE/STORAGE UNITS	0.007689%
A	97	BICYCLE/STORAGE UNITS	0.007689%
A	98	BICYCLE/STORAGE UNITS	0.007689%
A	99	BICYCLE/STORAGE UNITS	0.007689%
A	100	BICYCLE/STORAGE UNITS	0.007689%
A	101	BICYCLE/STORAGE UNITS	0.007689%
A	102	BICYCLE/STORAGE UNITS	0.007689%
A	103	BICYCLE/STORAGE UNITS	0.007689%
A	104	BICYCLE/STORAGE UNITS	0.007689%
A	105	BICYCLE/STORAGE UNITS	0.007689%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
A	106	BICYCLE/STORAGE UNITS	0.007689%
A	107	BICYCLE/STORAGE UNITS	0.007689%
A	108	BICYCLE/STORAGE UNITS	0.007689%
A	109	BICYCLE/STORAGE UNITS	0.007689%
A	110	BICYCLE/STORAGE UNITS	0.007689%
A	111	BICYCLE/STORAGE UNITS	0.007689%
A	112	BICYCLE/STORAGE UNITS	0.007689%
A	113	BICYCLE/STORAGE UNITS	0.007689%
A	114	BICYCLE/STORAGE UNITS	0.007689%
A	115	BICYCLE/STORAGE UNITS	0.007689%
A	116	BICYCLE/STORAGE UNITS	0.007689%
A	117	BICYCLE/STORAGE UNITS	0.007689%
A	118	BICYCLE/STORAGE UNITS	0.007689%
A	119	BICYCLE/STORAGE UNITS	0.007689%
A	120	BICYCLE/STORAGE UNITS	0.007689%
A	121	BICYCLE/STORAGE UNITS	0.007689%
A	122	BICYCLE/STORAGE UNITS	0.007689%
A	123	BICYCLE/STORAGE UNITS	0.007689%
A	124	BICYCLE/STORAGE UNITS	0.007689%
A	125	BICYCLE/STORAGE UNITS	0.007689%
A	126	BICYCLE/STORAGE UNITS	0.007689%
A	127	BICYCLE/STORAGE UNITS	0.007689%
A	128	BICYCLE/STORAGE UNITS	0.007689%
A	129	BICYCLE/STORAGE UNITS	0.007689%
A	130	BICYCLE/STORAGE UNITS	0.007689%
A	131	BICYCLE/STORAGE UNITS	0.007689%
A	132	BICYCLE/STORAGE UNITS	0.007689%
A	133	BICYCLE/STORAGE UNITS	0.007689%
A	134	BICYCLE/STORAGE UNITS	0.007689%
A	135	BICYCLE/STORAGE UNITS	0.007689%
A	136	BICYCLE/STORAGE UNITS	0.007689%
A	137	BICYCLE/STORAGE UNITS	0.007689%
A	138	BICYCLE/STORAGE UNITS	0.007689%
A	139	BICYCLE/STORAGE UNITS	0.007689%
A	140	BICYCLE/STORAGE UNITS	0.007689%
A	141	BICYCLE/STORAGE UNITS	0.007689%
A	142	BICYCLE/STORAGE UNITS	0.007689%
A	143	BICYCLE/STORAGE UNITS	0.007689%
A	144	BICYCLE/STORAGE UNITS	0.007689%
A	145	BICYCLE/STORAGE UNITS	0.007689%
A	146	BICYCLE/STORAGE UNITS	0.007689%
A	147	BICYCLE/STORAGE UNITS	0.007689%
A	148	BICYCLE/STORAGE UNITS	0.007689%
A	149	BICYCLE/STORAGE UNITS	0.007689%
A	150	BICYCLE/STORAGE UNITS	0.007689%
A	151	BICYCLE/STORAGE UNITS	0.007689%
A	152	BICYCLE/STORAGE UNITS	0.007689%
A	153	BICYCLE/STORAGE UNITS	0.007689%
A	154	BICYCLE/STORAGE UNITS	0.007689%
A	155	BICYCLE/STORAGE UNITS	0.007689%
A	156	BICYCLE/STORAGE UNITS	0.007689%
A	157	BICYCLE/STORAGE UNITS	0.007689%
A	158	BICYCLE/STORAGE UNITS	0.007689%
A	159	BICYCLE/STORAGE UNITS	0.007689%
A	160	BICYCLE/STORAGE UNITS	0.007689%
A	161	BICYCLE/STORAGE UNITS	0.007689%
A	162	BICYCLE/STORAGE UNITS	0.007689%
A	163	BICYCLE/STORAGE UNITS	0.007689%
A	164	BICYCLE/STORAGE UNITS	0.007689%
A	165	BICYCLE/STORAGE UNITS	0.007689%
A	166	BICYCLE/STORAGE UNITS	0.007689%
A	167	BICYCLE/STORAGE UNITS	0.007689%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
A	168	BICYCLE/STORAGE UNITS	0.007689%
A	169	BICYCLE/STORAGE UNITS	0.007689%
A	170	BICYCLE/STORAGE UNITS	0.007689%
A	171	BICYCLE/STORAGE UNITS	0.007689%
A	172	BICYCLE/STORAGE UNITS	0.007689%
A	173	BICYCLE/STORAGE UNITS	0.007689%
A	174	BICYCLE/STORAGE UNITS	0.007689%
A	175	BICYCLE/STORAGE UNITS	0.007689%
A	176	BICYCLE/STORAGE UNITS	0.007689%
A	177	BICYCLE/STORAGE UNITS	0.007689%
A	178	BICYCLE/STORAGE UNITS	0.007689%
A	179	BICYCLE/STORAGE UNITS	0.007689%
A	180	BICYCLE/STORAGE UNITS	0.007689%
A	181	BICYCLE/STORAGE UNITS	0.007689%
A	182	BICYCLE/STORAGE UNITS	0.007689%
A	183	BICYCLE/STORAGE UNITS	0.007689%
A	184	BICYCLE/STORAGE UNITS	0.007689%
A	185	BICYCLE/STORAGE UNITS	0.007689%
A	186	BICYCLE/STORAGE UNITS	0.007689%
A	187	BICYCLE/STORAGE UNITS	0.007689%
A	188	BICYCLE/STORAGE UNITS	0.007689%
A	189	BICYCLE/STORAGE UNITS	0.007689%
A	190	BICYCLE/STORAGE UNITS	0.007689%
A	191	BICYCLE/STORAGE UNITS	0.007689%
A	192	BICYCLE/STORAGE UNITS	0.007689%
A	193	BICYCLE/STORAGE UNITS	0.007689%
A	194	BICYCLE/STORAGE UNITS	0.007689%
A	195	BICYCLE/STORAGE UNITS	0.007689%
A	196	BICYCLE/STORAGE UNITS	0.007689%
A	197	BICYCLE/STORAGE UNITS	0.007689%
A	198	BICYCLE/STORAGE UNITS	0.007689%
A	199	BICYCLE/STORAGE UNITS	0.007689%
A	200	BICYCLE/STORAGE UNITS	0.007689%
A	201	BICYCLE/STORAGE UNITS	0.007689%
A	202	BICYCLE/STORAGE UNITS	0.007689%
A	203	BICYCLE/STORAGE UNITS	0.007689%
A	204	BICYCLE/STORAGE UNITS	0.007689%
A	205	BICYCLE/STORAGE UNITS	0.007689%
A	206	BICYCLE/STORAGE UNITS	0.007689%
A	207	BICYCLE/STORAGE UNITS	0.007689%
A	208	BICYCLE/STORAGE UNITS	0.007689%
A	209	BICYCLE/STORAGE UNITS	0.007689%
A	210	BICYCLE/STORAGE UNITS	0.007689%
A	211	BICYCLE/STORAGE UNITS	0.007689%
A	212	BICYCLE/STORAGE UNITS	0.007689%
A	213	BICYCLE/STORAGE UNITS	0.007689%
A	214	BICYCLE/STORAGE UNITS	0.007689%
A	215	BICYCLE/STORAGE UNITS	0.007689%
A	216	BICYCLE/STORAGE UNITS	0.007689%
A	217	BICYCLE/STORAGE UNITS	0.007689%
A	218	BICYCLE/STORAGE UNITS	0.007689%
A	219	BICYCLE/STORAGE UNITS	0.007689%
A	220	BICYCLE/STORAGE UNITS	0.007689%
A	221	BICYCLE/STORAGE UNITS	0.007689%
A	222	BICYCLE/STORAGE UNITS	0.007689%
A	223	BICYCLE/STORAGE UNITS	0.007689%
A	224	BICYCLE/STORAGE UNITS	0.007689%
A	225	BICYCLE/STORAGE UNITS	0.007689%
A	226	BICYCLE/STORAGE UNITS	0.007689%
A	227	BICYCLE/STORAGE UNITS	0.007689%
A	228	BICYCLE/STORAGE UNITS	0.007689%
A	229	BICYCLE/STORAGE UNITS	0.007689%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
A	230	BICYCLE/STORAGE UNITS	0.007689%
A	231	BICYCLE/STORAGE UNITS	0.007689%
A	232	BICYCLE/STORAGE UNITS	0.007689%
A	233	BICYCLE/STORAGE UNITS	0.007689%
A	234	BICYCLE/STORAGE UNITS	0.007689%
A	235	BICYCLE/STORAGE UNITS	0.007689%
A	236	BICYCLE/STORAGE UNITS	0.007689%
A	237	BICYCLE/STORAGE UNITS	0.007689%
A	238	BICYCLE/STORAGE UNITS	0.007689%
A	239	BICYCLE/STORAGE UNITS	0.007689%
A	240	BICYCLE/STORAGE UNITS	0.007689%
A	241	BICYCLE/STORAGE UNITS	0.007689%
A	242	BICYCLE/STORAGE UNITS	0.007689%
A	243	BICYCLE/STORAGE UNITS	0.007689%
A	244	BICYCLE/STORAGE UNITS	0.007689%
A	245	BICYCLE/STORAGE UNITS	0.007689%
A	246	BICYCLE/STORAGE UNITS	0.007689%
A	247	BICYCLE/STORAGE UNITS	0.007689%
A	248	BICYCLE/STORAGE UNITS	0.007689%
A	249	BICYCLE/STORAGE UNITS	0.007689%
A	250	BICYCLE/STORAGE UNITS	0.007689%
A	251	BICYCLE/STORAGE UNITS	0.007689%
A	252	BICYCLE/STORAGE UNITS	0.007689%
A	253	BICYCLE/STORAGE UNITS	0.007689%
A	254	BICYCLE/STORAGE UNITS	0.007689%
A	255	BICYCLE/STORAGE UNITS	0.007689%
A	256	BICYCLE/STORAGE UNITS	0.007689%
A	257	BICYCLE/STORAGE UNITS	0.007689%
A	258	BICYCLE/STORAGE UNITS	0.007689%
A	259	BICYCLE/STORAGE UNITS	0.007689%
A	260	BICYCLE/STORAGE UNITS	0.007689%
A	261	BICYCLE/STORAGE UNITS	0.007689%
A	262	BICYCLE/STORAGE UNITS	0.007689%
A	263	BICYCLE/STORAGE UNITS	0.007689%
A	264	BICYCLE/STORAGE UNITS	0.007689%
A	265	BICYCLE/STORAGE UNITS	0.007689%
A	266	BICYCLE/STORAGE UNITS	0.007689%
A	267	BICYCLE/STORAGE UNITS	0.007689%
A	268	BICYCLE/STORAGE UNITS	0.007689%
A	269	BICYCLE/STORAGE UNITS	0.007689%
A	270	BICYCLE/STORAGE UNITS	0.007689%
A	271	BICYCLE/STORAGE UNITS	0.007689%
A	272	BICYCLE/STORAGE UNITS	0.007689%
A	273	BICYCLE/STORAGE UNITS	0.007689%
B	1	PARKING UNITS	0.051260%
B	2	PARKING UNITS	0.051260%
B	3	PARKING UNITS	0.051260%
B	4	PARKING UNITS	0.051260%
B	5	PARKING UNITS	0.051260%
B	6	PARKING UNITS	0.051260%
B	7	PARKING UNITS	0.051260%
B	8	PARKING UNITS	0.051260%
B	9	PARKING UNITS	0.051260%
B	10	PARKING UNITS	0.051260%
B	11	PARKING UNITS	0.051260%
B	12	PARKING UNITS	0.051260%
B	13	PARKING UNITS	0.051260%
B	14	PARKING UNITS	0.051260%
B	15	PARKING UNITS	0.051260%
B	16	PARKING UNITS	0.051260%
B	17	PARKING UNITS	0.051260%
B	18	PARKING UNITS	0.051260%

SCHEDULE "D"
Proportion of Common Interest Expressed in Percentage

Level	Unit	Type	Percentage of Each Unit
B	19	PARKING UNITS	0.051260%
B	20	PARKING UNITS	0.051260%
B	21	PARKING UNITS	0.051260%
B	22	PARKING UNITS	0.051260%
B	23	PARKING UNITS	0.051260%
B	24	PARKING UNITS	0.051260%
B	25	PARKING UNITS	0.051260%
B	26	PARKING UNITS	0.051260%
B	27	PARKING UNITS	0.051260%
B	28	PARKING UNITS	0.051260%
B	29	PARKING UNITS	0.051260%
B	30	PARKING UNITS	0.051260%
B	31	PARKING UNITS	0.051260%
B	32	PARKING UNITS	0.051260%
B	33	PARKING UNITS	0.051260%
B	34	PARKING UNITS	0.051260%
B	35	PARKING UNITS	0.051260%
B	36	PARKING UNITS	0.051260%
B	37	PARKING UNITS	0.051260%
B	38	PARKING UNITS	0.051260%
B	39	PARKING UNITS	0.051260%
B	40	PARKING UNITS	0.051260%
B	41	PARKING UNITS	0.051260%
B	42	PARKING UNITS	0.051260%
B	43	PARKING UNITS	0.051260%
B	44	PARKING UNITS	0.051260%
B	45	PARKING UNITS	0.051260%
B	46	PARKING UNITS	0.051260%
B	47	PARKING UNITS	0.051260%
B	48	PARKING UNITS	0.051260%
B	49	PARKING UNITS	0.051260%
B	50	PARKING UNITS	0.051260%
B	51	PARKING UNITS	0.051260%
B	52	PARKING UNITS	0.051260%
B	53	PARKING UNITS	0.051260%
B	54	PARKING UNITS	0.051260%
B	55	PARKING UNITS	0.051260%

100.000000%

SCHEDULE "E"

Common expenses shall include the following:

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

SCHEDULE "F"

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

- a) the Owner(s) of each of Residential Units 3, 8, 11, 12, 18 to 23 inclusive, 25 to 29 inclusive and 31 on Level 2, Units 3, 6, 8, 18 to 23 inclusive and 25 on Level 3, Units 3, 4, 8, 14, 18 to 23 inclusive, 25, 28, 29 and 31 on Level 4 and Units 2 to 6 inclusive, 8, 11 and 18 to 26 inclusive on Level 5, shall have the exclusive use of a balcony or balconies to which said Units provide direct and sole access.
- b) the Owner(s) of each the Townhouse Style Apartment Units on Level 1 and the Residential Units on Level 6, shall have the exclusive use of a terrace or terraces to which the said Units provide direct and sole access.

SCHEDULE "G"

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

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

I certify that:

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

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

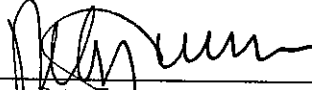
OR

- There are no indoor or outdoor swimming pools.

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

DATED this 4th day of December, 2006

TURNER FLEISCHER ARCHITECTS INC.

Per: 
Name: Peter Turner
Title: Architect



SCHEDULE "G"

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

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

I certify that: **68 BROADVIEW**

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

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

OR

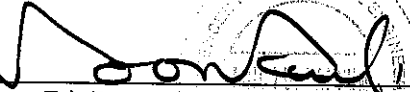
- There are no indoor or outdoor swimming pools.

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

DATED this 18th day of December, 2006

NOVATREND ENGINEERING GROUP LTD.

Per:



Name: Eric Pun

Title: Engineer

