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DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2743

NEW PROPERTY IDENTIFIER'S BLOCK 76743

RECENTLY : All of PIN 21370-0192 and Part of PIN 21370-0184

DECLARANT : NDI (2114 BLOOR STREET WEST) INC.

SOLICITOR Anthony Romanelli

Brattys LLP

ADDRESS: 7501 Keele Street, Suite 200
Vaughan, ON L4K 1Y2

PHONE: 905-760-2600

FAX: 905-760-2900

No. OF UNITS 170

FEES : 170 x \$5.00 +\$75.90 (PLAN)

TOTAL \$925.90

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

NDI (2114 BLOOR STREET WEST) INC.
(hereinafter called the "Declarant")

WHEREAS:

- (A) The Declarant is the Owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands" or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");
- (B) The registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act;
- (C) The Declarant has constructed a building and appurtenances upon the Lands containing the types and number of units described in Schedule "C" hereto (the "Building");
- (D) The Declarant intends that the said lands, together with the Building constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

Section 1 - Definitions

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

- (a) "Commercial Area" means the structures proposed to be located on the Commercial Lands. The Commercial Area may, at the owner(s) of the Commercial Lands' sole, absolute and unfettered discretion, be developed as a residential, mixed-use or other type of structure(s);
- (b) "Commercial Lands" means the lands on which the Commercial Area is proposed to be constructed and defined as part of Lots 9, 10 and 11 on Plan M-501, designated as PARTS 14, 15, 16, 18 and 19 on Reference Plan 66R-30828;
- (c) "Common Elements" and "common elements" means all the property, except the Units;
- (d) "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
- (e) "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
- (f) "Easement and Cost Sharing Agreement" means the agreement to be entered into among the Corporation and the owners of the Commercial Lands and the Residential Rental Lands in order, among other things, to provide for the sharing of costs of owning, operating, maintaining, repairing, replacing and inspecting the Shared Facilities among the Corporation and the owners of the Commercial Lands and the Residential Rental Lands, as well as to provide for the granting and definition of certain easements and rights among them;
- (g) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (h) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
- (i) "Residential Rental Area" means the structures proposed to be located on the Residential Rental Lands. The Residential Rental Area may, at the owner(s) of the Residential Rental Lands' sole, absolute and unfettered discretion, be developed as a residential, mixed-use or other type of structure(s);
- (j) "Residential Rental Lands" means the lands on which the Residential Rental Area is proposed to be constructed and defined as part of Lots 9, 10 and 11 on Plan M-501, designated as PARTS 4 to 13 inclusive and 25 to 29 inclusive on Reference Plan 66R-30828,

- (k) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to Section 58 of the Act;
- (l) "Shared Facilities" means certain structures, areas, services, facilities and systems providing service to/benefiting the units, areas and/or common elements of more than one of the Building, the Commercial Area and the Residential Rental Area, as defined in the Easement and Cost Sharing Agreement.
- (m) "Unit" means a part or parts of the Property included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

Section 2 - Statement of Intention

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

Section 3 - Consent of Encumbrancers

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

Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule 'C' attached hereto.

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

- (a) Each Residential Unit shall include:
 - (i) all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Residential Unit only, and that lie within or beyond the unit boundaries, and shall specifically include;
 - (ii) The complete individual mechanical heating and cooling system and the branch piping extending to the common pipe risers servicing the said Units;
 - (iii) All electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Units; and
 - (iv) Any branch piping extending to the common pipe risers, but excluding only the common pipe risers.

Each Residential Unit shall exclude:

- (i) All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
 - (ii) All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which does not service that particular Unit;
 - (iii) All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building; and
 - (iv) All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (b) Each Parking Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls that provides any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Units.

- (c) Each Storage Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Storage Unit.

Section 5 - Common Interest and Common Expenses Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall, save and except as provided herein, 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 proportionate contribution to common expenses shall each be one hundred (100%) percent.

Section 6 - Exclusive Use Common Elements and Visitors' Parking Spaces, if any

- (a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owner of certain Units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Party"), their sales staff, their authorized personnel, agents, invitees and any prospective purchasers shall together have the right to use the visitors' parking spaces located within the property, if any, such visitors' parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Corporation and any other units in any building in the vicinity thereof owned by the Declarant or the Related Party (the "Other Units").

Section 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be c/o the property manager at 111 Gordon Baker Road, Suite 700 | Toronto, Ontario M2H 3R1 or such other address as the Corporation may determine by resolution of the board.

Section 8 - Architect/Engineer Certificates

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

PART TWO - SPECIFICATION OF COMMON EXPENSES

Section 9 - Meaning of Common Expenses

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

Section 10 - Common Expenses, Utilities, etc.

- (a) Payment of Common Expenses
- (i) Each Owner shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules and by-laws of the Corporation in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- (ii) In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration or of any by-laws or Rules of the Corporation in force from time to time committed by any Unit Owner, or by such Owner's tenants, and/or their employees, and/or their respective invitees or licensees, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, or by reason of an increase in the premium of any insurance policy insuring the interest of the Corporation and which is directly attributable to the use made by any Owner of his Unit or by such Owner's tenants, employees, as aforesaid and/or their respective invitees or licensees, shall be borne and paid for by such Owner, and may be

recovered by the Corporation against such Owner in the same manner as common expenses.

(b) Metering of Electricity

The reference to "Unit(s)" and "unit(s)" in this subsection shall mean residential Units.

- (i) If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or the Electricity Metering Company for the supply of electricity to his/her Unit. Electricity consumption in each Owner's Unit shall be measured by the metering system ("SMS") operated by the company that installed the SMS or another company (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement(s) to be entered into by the Corporation, and/or the respective Unit Owner, and the Electricity Metering Company and/or the Electricity Invoicing Company. In the alternative, the Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or upon occupancy of each respective Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring subsequent to such date. Correspondingly, the Corporation or the Unit Owner, as the case may be, shall assume (and/or enter into a separate agreement(s) with the Electricity Metering Company and/or the Electricity Invoicing Company, as case may be) all such liabilities and obligations from such date.
- (ii) Each Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her Unit. The Unit Owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) for electricity consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the Units shall not form part of the common expenses.
- (iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Unit Owner contracts directly with the utility supplier:
 - (A) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) by the Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company (or to the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) and shall thereupon be a debt owed by the Owner of the Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.
 - (B) In the event a Unit Owner is in default of payment of invoices to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.
 - (C) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.
- (iv) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Units and the common elements (including, without limitation, exclusive use common element areas) by Electricity Metering Company (and the Electricity Invoicing

Company if said company invoices the Unit Owners for electricity consumption) or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company (and the Electricity Invoicing Company if said company invoices the Unit Owners for electricity consumption) for the purposes of conducting inspection, maintenance, repair and reading of the SMS. Work that is required within a Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any SMS is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.

Section 11 - Refuse Systems Agreements

If the Declarant so requires, the Corporation shall enter into or assume a lease(s) with a lessor(s) of a system or systems and/or equipment pertaining to the storage, sorting, disposal, transport and/or compacting of refuse and recycling for the Corporation which may be leased from the provider of such system or systems and/or equipment. Said lease(s) shall contain terms and conditions as are required by the lessor and are standard in this form of lease (or leases), including, without limitation, terms and conditions regarding the term of the lease (or leases), costs and fees to lease the system or systems and/or equipment, termination and penalty provisions. Said lease(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the lessor(s) and/or the Declarant for certain obligations and covenants contained therein. The equipment which may be leased pursuant to this section may include vehicles to be utilized for the transport of refuse and recycling. Said lease agreements may require the Corporation to acquire services from the lessors of said systems and/or equipment. The agreements described in this section are hereinafter known as the "Refuse Systems Agreements".

Section 12 - Refuse Collection Agreements

If the Declarant so requires, the Corporation shall enter into an agreement(s) or assume an agreement(s) for the collection, removal, storage, sorting, disposal, transport and/or compacting of refuse, garbage and recyclables from the Condominium and/or adjacent lands. Said agreement(s) shall contain terms and conditions as are required by the parties thereto, including terms and conditions which may be required by the provider(s) of the aforementioned services, including, without limitation, terms and conditions regarding the term of the agreement(s), costs and fees regarding said services, termination and penalty provisions, and/or the frequency of the provision of the said services. The parties to said agreement(s) may include, *inter alia*, the owners of adjacent lands and the agreement(s) may, *inter alia*, grant rights in favour of / for the benefit of the owners of adjacent lands (which rights may be over and upon the Lands and may be in the nature of licences or easements) with regards to the collection, removal, storage, sorting, disposal, transport and/or compacting of refuse, garbage and recyclables from the adjacent lands. The said agreement(s) may contain cost-sharing provisions between the Corporation, the owners of the adjacent lands and/or any other parties thereto. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the parties thereto and/or the Declarant for certain obligations and covenants contained therein. The agreements described in this section are hereinafter known as the "Refuse Collection Agreements".

Section 13 - Transit Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with the City of Toronto, the Toronto Transit Commission, Metrolinx and/or other transit authorities or transit providers relating to, *inter alia*, the access to and from certain transit structures, services and features, the installation, maintenance and repair of signage upon the Property for the benefit of the City of Toronto, the Toronto Transit Commission, Metrolinx and/or other transit authorities or transit providers, the granting of easements and/or licences over the Property and/or lands owned by the City of Toronto, the Toronto Transit Commission, Metrolinx and/or any other transit authority or transit provider, and/or the Corporation's responsibility for the operation, maintenance, repair, replacement, cleaning and/or inspection (and the Corporation's responsibility for the payment of the costs thereof) of certain easements, licences transit structures, services and features and/or the acquisition/leasing/licencing of services/rights from the City of Toronto, the Toronto Transit Commission, Metrolinx and/or other transit authorities or transit providers (including without limitation, the acquisition/leasing/licencing of access/connection services and rights). Pursuant to the terms of said agreement(s), the Corporation may pay a one-time or recurring fee(s) to the City of Toronto, the Toronto Transit Commission, Metrolinx and/or any other transit authority or transit provider in consideration of any of the aforementioned or other matters. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the City of Toronto, the Toronto Transit Commission, Metrolinx, the Declarant and/or any transit authority or transit provider for certain obligations and covenants contained therein. The agreements described in this section are hereinafter known as the "Transit Agreements".

Section 14 - Access Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with the adjacent or nearby property owners, municipal authorities (including without limitation, the City of Toronto and/or the Toronto Transit Commission) and/or other persons relating to, *inter alia*, the making available

certain portions of the common elements of the Condominium for use by the public and/or by persons other than occupants of the units within the Corporation; the granting of easements and/or licences over the Property; the granting of easements and/or licences over lands owned by adjacent or nearby property owners, municipal authorities, the public and/or other persons and the Corporation's responsibility for the operation, maintenance, repair, replacement, cleaning and/or inspection (and the Corporation's responsibility for the payment of the costs thereof) of certain easements, licences, lands, spaces and features. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the parties thereto and/or the Declarant for certain obligations and covenants contained therein. The agreements described in this section are hereinafter known as the "Access Agreements".

Section 15 - Building Systems Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with a party(ies) with regards to the provision/installation/leasing of system or systems (and equipment relating thereto) pertaining to the operation, maintenance, repair, replacement, cleaning and/or inspection of the Property, including without limitation, varied mechanical systems, varied building automation systems, systems relating to the heating and/or cooling of the common elements and/or the Units, and/or equipment and systems related to the cleaning of the windows of the Corporation and adjacent structures. Said agreement(s) shall contain terms and conditions as are required by the contracting parties including, without limitation, terms and conditions regarding the term of the agreement(s), costs and fees to lease the system or systems, termination and penalty provisions. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the contracting parties and/or the Declarant for certain obligations and covenants contained therein. The equipment which may be leased/provided pursuant to this section may include articulating booms or other equipment utilized for the cleaning of windows. The agreements described in this section are hereinafter known as the "Building Systems Agreements".

Section 16 - Telecommunication Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with one or more telecommunication providers (a "Telecommunication Provider"), which agreement(s) may grant to and in favour of the Telecommunication Provider (i) a right to provide telecommunications services (including, without limitation, telephone, internet, television and/or broadcast services) to the Building and/or its occupants and/or (ii) a right of access or easement over, under, upon, across and/or through the Property or any part(s) thereof in order to facilitate the ability of the Telecommunication Provider to construct, install, access, operate, maintain, replace and/or repair its telecommunications equipment, wires, cables and other facilities and/or to market and/or promote its telecommunications services. It is anticipated that all telecommunication equipment, wires, cables and other facilities (other than within each unit) installed in the Condominium shall remain the property of the Telecommunication Provider. The Declarant reserves the right to permit the Telecommunication Provider to (i) provide telecommunications services to the Building and/or to its occupants and/or to (ii) market and/or promote its services in the Building. The agreements described in this section are hereinafter known as the "Telecommunication Agreements".

Section 17 - Development/Government Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement or agreements with any one or more of the City of Toronto and any other municipal, provincial and/or federal government authority or agency.

Section 18 - Automobile Sharing Agreements

If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with an automobile sharing provider(s) for the purposes of the provision of automobile sharing services, which agreement(s) may grant easements and/or licences over parking units and/or portions of the common elements of the Condominium. Pursuant to the terms of said agreement(s), the Corporation may pay a one-time or recurring fee(s) to the automobile sharing provider(s) in consideration of the provision of automobile sharing services. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the automobile sharing provider(s) and/or the Declarant for certain obligations and covenants contained therein. The agreements described in this section are hereinafter known as the "Automobile Sharing Agreements".

Section 19 - Water Discharge Equipment Contracts

The Declarant may lease, install, calibrate, clean, operate, inspect, repair, maintain and replace equipment, apparatus, devices and related appurtenances related to / necessary for / pertaining to: the discharge of water and other substances from the Lands or any portions thereof; the filtration of water and other substances; the collection and/or storage of water; and/or the calculation and/or measurement of the volume of any water or other substances discharged from the Lands or any portions thereof (the "Water Discharge Equipment"). If the Declarant so requires, the Corporation shall enter into or assume an agreement(s) with regards to the leasing, installation, calibration, cleaning, operation, inspection, repair, maintenance and replacement of the Water Discharge Equipment. Said agreement(s) shall

contain terms and conditions as are required by the contracting parties including, without limitation, terms and conditions regarding the term of the agreement(s), costs and fees to ease, install, calibrate, clean, operate, inspect, repair, maintain and replace the Water Discharge Equipment and termination and penalty provisions. Said agreement(s) may, at the sole, absolute and unfettered discretion of the Declarant, contain clauses which require the Corporation to indemnify the contracting parties and/or the Declarant for certain obligations and covenants contained therein. The agreements described in this section are hereinafter known as the "Water Discharge Equipment Contracts".

Section 20 - Warranty Agreement

If the Declarant so requires, the Corporation shall, prior to the turnover of the board of directors pursuant to s. 43 of the Act, enter into an agreement (the "Warranty Agreement") with the Declarant, which shall provide that (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act and by the Taron Warranty Corporation; (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation shall be through the process established for and administered by the Taron Warranty Corporation; (c) the Corporation, together with the Declarant, shall appoint and constitute the Taron Warranty Corporation as the sole and final arbiter of all such matters; (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement; and (e) the Warranty Agreement shall not be terminated or terminable by the Corporation following the turnover meeting pursuant to s. 43 of the Act.

Section 21 - Reserve Fund

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

Section 22 - Certificate of Common Expenses

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

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

Section 23 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules, the Easement and Cost Sharing Agreement, and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in the Easement and Cost Sharing Agreement and/or any easements and rights registered against the property.
- (b) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless

otherwise provided for in this Declaration or in the by-laws.

- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Party, their sales staff, their authorized personnel, agents or invitees shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any other units in any building owned by the Declarant or a Related Party (the "Other Units") at such locations and having such dimensions as the Declarant may determine in its sole discretion.
- (d) No one shall carry on any activity or do any act upon or within the common elements, which would lead to a contravention by the Corporation or by other Owners of any terms or provisions of the applicable zoning by-laws or of any terms or provisions of any of the Development/Government Agreements, or which would require obtaining the consent or approval of any person pursuant to the terms of any of the Development/Government Agreements unless such consent or approval has been obtained. No one shall, by any conduct or activity undertaken in or upon 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, the Easement and Cost Sharing Agreement and/or any by-law.

Section 24 - Restricted Access

Notwithstanding anything herein, without the consent in writing of the board, no Owner or its respective employees, agents, tenants, invitees or licensees shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

Section 25 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the residential Units make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of the Easement and Cost Sharing Agreement shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.
- (f) The Declarant may, at its option and at any time, convey any Unit(s) registered in the Declarant's name to the Corporation and upon such conveyance, the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate such conveyance(s) and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s), whether or not in electronic form. The conveyance to the Corporation of such Unit(s) shall not be considered an addition, alteration, improvement to or

renovation of the common elements of the Corporation, nor shall same be considered a provision of a major asset or property to the Corporation.

PART FOUR - OWNERSHIP OF PARKING UNITS AND STORAGE UNITS

Section 26 - Restrictions on Disposition of Parking Units and Storage Units

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

- (a) any such sale, transfer or other conveyance is made only to the Declarant, to the Corporation, to a Related Party, to any residential Unit Owner, to an owner of the Commercial Lands which may not be a Related Party and/or to an owner of the Residential Rental Area which may not be a Related Party, and with respect to any lease, such lease is made only to the Declarant, to the Corporation, to a Related Party, to any Owner or tenant of a Residential Unit, to any tenant of the Commercial Lands or to any tenant of a residential dwelling suite within the Residential Rental Area;
- (b) the term of any lease of any parking Unit and/or storage Unit to a tenant of a residential Unit, to a tenant of the Commercial Lands and/or to a tenant of a residential dwelling suite within the Residential Rental Area shall not extend beyond the term of the tenancy of the applicable residential Unit, the applicable portion of the Commercial Lands or residential dwelling suite within the Residential Rental Area;
- (c) every lease in respect of any parking Unit and/or storage Unit shall provide that where the lessee thereof is also an Owner of a residential Unit and such lessee is deprived of ownership or possession of such residential Unit, such lease shall revert to the lessor of such parking Unit and/or storage Unit, as the case may be. It shall also provide that where the lessee of such parking Unit and/or storage Unit is also an Owner of a residential Unit, upon a sale, transfer or conveyance of such Owner's residential Unit, the leasehold interest in such parking Unit and/or storage Unit must be assigned or transferred to the new Owner or transferee of such residential Unit or else such leasehold interest must revert to the lessor of such parking Unit and/or storage Unit, as the case may be;
- (d) no parking Unit or storage Unit may be owned by any party unless such party is the Owner of a residential Unit or such party is the Corporation, the Declarant, a Related Party, an owner of the Commercial Lands which may not be a Related Party or an owner of the Residential Rental Area which may not be a Related Party.

Notwithstanding the above restrictions contained at Section 26 - (a) to (d), parking Units and/or storage Units may be: (i) sold, transferred or otherwise conveyed by the Declarant and/or a Related Party to any party that is not the Corporation, a Related Party, a residential Unit Owner, an owner of the Commercial Lands which may not be a Related Party or an owner of the Residential Rental Area which may not be a Related Party (collectively, a "Restricted Owner") and (ii) leased by the Declarant and/or a Related Party to any party that is not the Corporation, a Related Party, an Owner or tenant of a residential Unit, a tenant of the Commercial Lands or a tenant of a residential dwelling suite within the Residential Rental Area (collectively, a "Restricted Tenant"); provided that the subsequent sale, lease, transfer or other conveyance by such Restricted Owner or Restricted Tenant, as the case may be, is made strictly in accordance with the above restrictions contained at Section 26 - (a) to (d).

PART FIVE - OCCUPATION AND USE OF UNITS

Section 27 - General Use

- (a) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of any easements or rights registered against the property or any zoning by-law respecting such Units or the Easement and Cost Sharing Agreement. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the by-laws, the Rules, the Easement and Cost Sharing Agreement and any rights and easements registered against the property.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two

residential units on the same level which share a common demising wall, such Owner shall be entitled to enjoy said two residential units to create one living area if the following conditions are satisfied:

- (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
- (ii) the Owner receives the prior written consent from the board;
- (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
- (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
- (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

Section 28 - Use of Units

(a) Use of Residential Units:

- (i) Each residential Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and Rules of Corporation and any other requirement of the municipality and other authority having jurisdiction.
- (ii) Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, the Owner of a residential unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
- (iii) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the building. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations are permitted between December 15th and January 15th provided that the quantity and type of same are approved by the board.

(b) Use of Parking Units

Each parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and by-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. Each parking Unit shall be used and occupied in a manner which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements.

The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

(c) Use of Storage Units

Each bicycle/storage Unit shall be used and occupied in a manner which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements. The board may, from time to time, restrict the categories of items that may be stored or used in such storage Units.

Section 29 - Temporary Model Units / Parking Units / Storage Units

Several unsold residential Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and the Declarant and the Related Party, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units.

The Declarant shall be entitled to maintain such model Units and any unsold parking Units and/or storage Units together with all sales displays and signs, until such time as all Units in the Corporation (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant and until such time as all of the Other Units have been sold.

PART SIX - LEASING OF UNITS

Section 30 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with written confirmation of the lessee's name, the Owner's address, the term of the lease (being for a minimum duration of six (6) months without any right of the lessee for early termination) and a copy of the lease or renewal or a summary of the lease in the form prescribed by section 83 of the Act; and
 - (iii) provide the lessee with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".
- (d) The Owner of each unit shall comply, and shall require all tenants, permitted occupants, invitees and licensees of his unit, including any employees of any of them, to comply with the Act, the Declaration, the Easement and Cost Sharing Agreement, the by-laws and any other agreement of the Corporation authorized by the by-laws and the Rules.

Section 31 - Tenant's Liability

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

Section 32 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 33 - Maintenance and Repairs to Unit

- (a) The maintenance and repair of Units shall be carried out in accordance with the provisions of the Act.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of 12% per cent per annum, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all

respects as common expenses, and recoverable as such.

- (d) The Corporation shall have the option, in its sole discretion, to make any repairs and perform any maintenance upon and to the heating and cooling equipment (including without limitation, heat pumps, fancoils etc.), fixtures and systems, and all appurtenances thereto, which provide service exclusively to a Unit. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to same by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of 12% per cent per annum, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such. The Corporation may also enter into agreements with the providers of any such repair and/or maintenance services for all of the residential Units and the costs arising under such agreements shall form part of the common expenses.
- (e) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.

Section 34 - Maintenance and Repairs to Common Elements

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

PART EIGHT - INSURANCE

Section 35 - Insurance Maintained by the Corporation

- (a) **Property Insurance**

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.

- (b) **Other Insurance**

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

- (c) **General Provisions re Policies of Insurance**

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the Easement and Cost Sharing Agreement and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Easement and Cost Sharing Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (ii) 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 Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
- (iii) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in PART Eight - Section 35 - (b) above.

Section 36 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in PART Eight - Section 35 - (b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the residential units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained pursuant to the Easement and Cost Sharing Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in the Easement and Cost Sharing Agreement, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if provided in the Easement and Cost Sharing Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This subsection (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

Section 37 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act,

shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

Section 38 - Insurance Maintained by the Individual Unit Owners

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

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

Section 39 - Indemnification by Owners

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

PART NINE - DUTIES OF THE CORPORATION

Section 40 - Duties

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

- (a) to enter into or assume the Easement and Cost Sharing Agreement and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) the Corporation shall provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement, all services required to allow the Shared Facilities to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used;
- (c) to enter into, abide by and comply with the terms and provisions of the Development/Government Agreements;
- (d) to grant (or assume the obligations of the owner of the Lands if same has been entered into prior to the registration of the Declaration), immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers, telecommunication service providers and/or cable television operators over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the marketing, promotion, construction, installation, access, operation, maintenance and/or repair of utility, telecommunication services or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunication services and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of an agreement(s) (or immediately after the registration of this Declaration assume the obligations of the owner of the Lands if such agreement(s) has been entered into prior to the registration of the Declaration) with the utility, telecommunication and/or

cable television supplier pertaining to access to the Lands and the building(s) on the Lands and/or pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;

- (e) 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 Corporation for its marketing/sale/construction programs in connection with this condominium, as more particularly set out in the foregoing provisions of this Declaration;
- (f) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the use and enjoyment of the Commercial Lands and/or the Residential Rental Lands by the owners, occupants, tenants and invitees thereof;
- (g) upon the request of the Declarant or a Related Party, to forthwith enter into or assume (and abide by the terms of) any agreements with the owner(s) of the Commercial Lands and/or the Residential Rental Lands, including without limitation, easement and rights-of-way agreements, crane swing agreements, limiting distance agreements, tie-back agreements, cost sharing agreements, easement and cost sharing agreements and/or reciprocal agreements, restrictive covenants or encroachment agreements;
- (h) 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 the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses;
- (i) upon the request of the Declarant or a Related Party, to forthwith enter into or assume (and abide by the terms of) any Refuse Systems Agreements, Refuse Collection Agreements, Transit Agreements, Access Agreements, Building Systems Agreements, Telecommunication Agreements, Development/Government Agreements, Automobile Sharing Agreements, the Water Discharge Agreement, Water Discharge Equipment Contracts, the Warranty Agreement and any of the Miscellaneous Agreements; and
- (j) 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 TEN - GENERAL MATTERS

Section 41 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Easement and Cost Sharing Agreement or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the Common Elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (d) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in PART Ten - Section 41 - (c), the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (e) The Corporation shall retain a key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner, resident or tenant has the exclusive use without immediately providing to the Corporation a key for each new or

changed lock.

- (f) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.
- (g) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the Common Elements.

Section 42 - Owner's Default

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

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

Section 43 - 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 44 - Waiver

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

Section 45 - Notice

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

- (a) **Method of giving notice:** Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the

address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

- (b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- (c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

Section 46 - Construction of Declaration

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

Section 47 - Headings

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

Section 48 - City of Toronto

The City of Toronto requires the following to be inserted within this Declaration:

- (a) Visitor's parking upon the Property shall form part of the common elements and neither be used by or sold to Unit Owners or be considered part of the exclusive use portions of the common elements.
- (b) Non-disabled Owners and/or occupants of non-visitor handicapped parking Units shall be obligated, upon notification by the Corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking Unit with a disabled driver's non-handicapped parking Unit.
- (c) Water Discharge Agreement

This development is subject to an existing discharge agreement between the City and NDI (2114 Bloor Street West) Inc. under Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sewer (the "Water Discharge Agreement"). The Corporation shall apply to assume the discharge agreement and all of the obligations and rights under it or to enter into a similar, though not necessarily identical, discharge agreement with the City pursuant to Chapter 681, at the discretion of the General Manager, Toronto Water.


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

- (d) "Future owners, tenants or residents of this development may not be eligible for on-street parking permits."
- (e) "The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally know as 2114-2130 Bloor Street West (the "Development")

to the Toronto Transit Commission transit operations may result in transmission of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, and particulate matter (collectively referred to as "Interferences") on and/or to the Development and despite the inclusion of control features within the development. Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the purchaser or lessee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all interferences. The purchaser or lessee further acknowledges and agrees that an Interference clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction."

DATED in this 27th day of September 2019

NDI (2114 BLOOR STREET WEST) INC.

Per: 
Name: Taylor Morassutti
Title: Authorized Signing Officer
I have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF THE LANDS

In the City of Toronto and in the Province of Ontario being comprised of part of Lots 9, 10, 11 and 27 on Plan M-501, designated as PARTS 1, 3, 17, 20 to 23 inclusive and 30 on Reference Plan 66R-30828, being part of P.I.N. 21370-0184(LT) and Lot 6 on Plan M-1053, designated as PARTS 2 and 24 on Reference Plan 66R-30828, being all of P.I.N. 21370-0192(LT), hereinafter collectively referred to as the CONDOMINIUM LANDS.

For the purposes of this Schedule 'A', the lands described as in the City of Toronto and in the Province of Ontario being comprised of part of Lots 9, 10 and 11 on Plan M-501, designated as PARTS 14, 15, 16, 18 and 19 on Reference Plan 66R-30828, being part of P.I.N. 21370-0184(LT) are hereinafter collectively referred to as the COMMERCIAL LANDS.

For the purposes of this Schedule 'A', the lands described as in the City of Toronto and in the Province of Ontario being comprised of part of Lots 9, 10 and 11 on Plan M-501, designated as PARTS 4 to 13 inclusive and 25 to 29 inclusive on Reference Plan 66R-30828, being part of P.I.N. 21370-0184(LT) are hereinafter collectively referred to as the RESIDENTIAL RENTAL LANDS.

SUBJECT TO a right of way over part of the CONDOMINIUM LANDS, designated as PARTS 3 and 23 on Reference Plan 66R-30828 as set out in Instrument No. LT474695.

SUBJECT TO an easement over part of the CONDOMINIUM LANDS, designated as PARTS 1, 3, 17, 20 to 23 inclusive and 30 on Reference Plan 66R-30828 in favour Enbridge Gas Distribution Inc. as set out in Instrument No. AT4833969.

SUBJECT TO an easement over the CONDOMINIUM LANDS in favour Rogers Communications Inc. as set out in Instrument No. AT4879843.

RESERVING/SUBJECT TO an easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the access of persons, and where practical, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building, structures, improvements, utilities and services situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements of the CONDOMINIUM LANDS, including any ancillary areas of the building situated or to be situated within the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of effecting and facilitating the construction, installation, repair, placement, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto serving the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such building situated or to be situated within the CONDOMINIUM LANDS as reasonably necessary for the operation of building, utilities and services as may be constructed within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, provided that same does not cause any material interference with the construction, location, and use of the building situated or to be situated within the CONDOMINIUM LANDS and does not impair in any manner whatsoever the structural integrity of the building situated or to be situated within the CONDOMINIUM LANDS. This easement is subject to the right of the owner(s) of the CONDOMINIUM LANDS to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

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

- a) fresh air intake systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving the benefit of the free flow and supply of fresh air and ventilation, without limitation, in, on, along, across and through such systems and all stairwells;
- b) air exhaust systems including, but not limited to, kitchen/restaurant exhaust ducts and vents, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of

providing the free flow of air exhaustion and ventilation, without limitation, in, on, along, across and through such systems;

- c) telecommunications systems including, but not limited to, rooftop satellite and communication equipment, and without in any way limiting the generality of the foregoing any telephone, television and cable duct banks, fibre optics, cable trays, security cameras, sensors, servers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all communication rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of telecommunications, without limitation, in, on, along, across and through such systems;
- d) life safety systems including, but not limited to, and without in any way limiting the generality of the foregoing any fire protection systems, fire sprinkler systems, fire suppression systems, fire alarm devices, automatic transfer switches, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all Central Alarm and Control Facility (CACF) rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of fire alarm and prevention and sprinkler service, without limitation, in, on, along, across and through such systems;
- e) electrical systems including, but not limited to, and without in any way limiting the generality of the foregoing any meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of electricity, without limitation, in, on, along, across and through such systems;
- f) mechanical and electrical systems including, but not limited to, refrigeration compressors and processing equipment systems, condensers, chillers, grease/oil interceptors and traps, window washing equipment, and without in any way limiting the generality of the foregoing any transformers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all mechanical and electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of mechanical and electrical services, without limitation, in, on, along, across and through such systems;
- g) water, sanitary, storm and gas systems including, but not limited to, watermain systems and pumps, sanitary and storm drainage systems, stormwater management storage facilities, gas systems, plumbing systems and private water (foundation drain), and without in any way limiting the generality of the foregoing any groundwater pumping sampling ports, groundwater discharge pipes, groundwater pumps, storm pumps, flow meters, sampling access points and ports, sanitary discharge meters, test ports, sensors, utility check meters, sump pumps and pits, inspection chambers, cisterns, trenches, drains, siamese connections, waterproofing membranes, gas lines, gas meters and regulating stations, meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all utilities rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of water, sanitary and storm drainage, overland flow, surface runoff, sewage disposal, gas, without limitation, in, on, along, across and through such systems;
- h) heating and cooling systems, including, but not limited to, insulation systems, heating, ventilation and air conditioning (HVAC) systems, air handling units and make-up air units, and without in any way limiting the generality of the foregoing any heat pumps, base building loops, condensers, boilers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving the benefit of the supply of heating, ventilation and air conditioning, without limitation, in, on, along, across and through such systems;

together with all appurtenances relating thereto as may be necessary from time to time to provide for such utilities and services to any parts of the building and other improvements situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the CONDOMINIUM LANDS to facilitate such work provided that same does not cause any material interference with the construction, location and use of that portion of the building situated or to be situated within the CONDOMINIUM LANDS and does not impair in any manner whatsoever the structural integrity of that portion of the building situated or to be situated within the CONDOMINIUM LANDS. This easement is subject to the right of the owner(s) of the CONDOMINIUM LANDS to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

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

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

RESERVING/SUBJECT TO an easement over the common elements on Level 1 of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, garbage and recycling collection vehicles, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress in, over and along the at-grade driveways and exterior walkways situated or to be situated within the CONDOMINIUM LANDS, including for the purpose of transporting goods and materials. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

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

RESERVING/SUBJECT TO an easement over the common elements on Levels 1, 2 and 3 of the CONDOMINIUM LANDS, in favour of the RESIDENTIAL RENTAL LANDS, for the purpose of pedestrian ingress and egress in, over and along the lobbies, corridors, stairwells, vestibules, moving room, elevator lobbies and elevators situated or to be situated within the CONDOMINIUM LANDS, including for the purpose of transporting goods and materials. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements on Levels 1, 2 and 3 of the CONDOMINIUM LANDS, in favour of the RESIDENTIAL RENTAL LANDS, for pedestrian ingress and egress in, over and along the corridors for the purpose of transporting garbage, recycling and organic waste to the designated garbage chute rooms, and use of the garbage chutes contained therein on Levels 2 and 3 within the CONDOMINIUM LANDS, and to further permit the storage of garbage, recycling, organics and oversized refuse in the residential garbage/recycling room on Level 1 within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over part of the CONDOMINIUM LANDS, designated as PART 17 on Reference Plan 66R-30828, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for use of the designated loading area, and to further permit pedestrian and where practical, vehicular access, ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within said designated loading area. The owner(s) of the CONDOMINIUM LANDS shall provide access to and use of the loading area as reasonably necessary to the operations and maintenance of the building contained within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement does not permit the owner(s) of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, their successors in title and assigns, their agents, servants, assignees, contractors, employees and licensees, to park vehicles, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the CONDOMINIUM LANDS other than within the designated loading area on a short-term basis on designated garbage or recycling pick-up days. This easement is subject to reasonable interruption from time to time, for temporary parking of vehicles in connection with deliveries, moving and garbage/recycling collection for the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over part of the CONDOMINIUM LANDS, designated as PART 17 on Reference Plan 66R-30828, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for use of the designated loading area, and to further permit pedestrian and where practical, vehicular access, ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate moving and deliveries, within said designated loading area. The owner(s) of the CONDOMINIUM LANDS shall provide access to and use of the loading area as reasonably necessary to the operations and maintenance of the building contained within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement permits temporary parking in connection with deliveries for the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS within the said loading area on a short-term basis. This easement is subject to reasonable interruption from time to time, for temporary parking of vehicles in connection with deliveries, moving and garbage/recycling collection for the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements on Levels 1 to 9 inclusive of the CONDOMINIUM LANDS, in favour of the RESIDENTIAL RENTAL LANDS, for access to and use of the designated shared interior and exterior amenity areas located on the ground floor, second floor and ninth floor of the building contained within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements on Levels 1 and A of the CONDOMINIUM LANDS and Units 1 to 15 inclusive on Level A of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS, for the purpose of pedestrian and where practical, vehicular (including, without limitation, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress for the purposes of access as reasonably necessary to effect and facilitate the construction, installation, repair, replacement, maintenance and service of leasehold improvements, including for the purposes of installation of additional doors and openings from time to time and appurtenant signage to space within the building and structures situated or to be situated within the COMMERCIAL LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements on Levels 1 and A of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS, as reasonably necessary to facilitate, effect, inspect, repair, maintain, service, replace, alter, operate, construct and install for leasehold improvements including, but not limited to, new HVAC equipment and appurtenances, utilities and services (including, without limitation, plumbing, drainage, electrical, ducting, gas lines, heating and sprinklers) and mechanical systems (including, without limitation, the fire prevention, suppression and control) servicing the COMMERCIAL LANDS and passing through the CONDOMINIUM LANDS (provided that a minimum 2.1 metres clearance from the underside of any such systems and installations be maintained in the vicinity of parking spaces and drive aisles), and to further allow the crossing, penetrating, boring or travelling onto or through any transfer slab, floor slab, ceiling slab, concrete block or masonry wall or drywall enclosure or other similar installations to facilitate such work. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over part of the CONDOMINIUM LANDS, designated as PARTS 20, 21 and 30 on Reference Plan 66R-30828, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of pedestrian and where practical, vehicular (including, without limitation, equipment, materials, machinery and personnel contained therein) access to and use of the designated air shaft, storm water tank and gas meters contained therein as reasonably necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO a temporary easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress to facilitate the construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO an easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of installation, attachment and maintenance of, including, but not limited to, caissons, shoring, underpinnings, piles and tie backs, where practical, within the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO a temporary easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, to provide for the passage for one or more overhead crane swings over the CONDOMINIUM LANDS in connection with the construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO a temporary easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, to facilitate the

construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of excavating, backfilling, removing and replacing fill and top soil, and undertaking any other works thereon, including, but not limited to, the temporary storage and retention of construction equipment and materials thereon, within the CONDOMINIUM LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

RESERVING/SUBJECT TO a temporary easement over the common elements of the CONDOMINIUM LANDS, in favour of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, for the purpose of installation, attachment and maintenance of, including but not limited to, hoarding fencing, hoarding, overhead hoarding, signage, marketing signage, fencing and rakers, where practical within the CONDOMINIUM LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the CONDOMINIUM LANDS.

TOGETHER WITH a right of way in common with others thereto over part of Lots 11, 12, 13, 14 and 27 on Plan M-501 in favour of part of the CONDOMINIUM LANDS, designated as PARTS 1, 3, 17, 20 to 23 inclusive and 30 on Reference Plan 66R-30828 as set out in Instrument No. LT474695.

TOGETHER WITH an easement over the COMMERCIAL LANDS, in favour of the CONDOMINIUM LANDS, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building, structures, improvements, utilities and services situated within CONDOMINIUM LANDS, at those times as may be prescribed by the owner(s) of the COMMERCIAL LANDS, and further subject to the reasonable rules imposed from time to time by the owner(s) of the COMMERCIAL LANDS, including, without limitation, security requirements and written notice specifying reason for entry, day of entry and a time of entry, and further that all entry and work pursuant to such easement shall not materially interfere with the day to day operations of the business(es) operating and to be operating within the COMMERCIAL LANDS or with the construction, location and use of the building and other improvements situated or to be situated within the COMMERCIAL LANDS and does not impair in any manner whatsoever the structural integrity of that portion of the building situated or to be situated within the COMMERCIAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS.

TOGETHER WITH an easement over the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building, structures, improvements, utilities and services situated within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the RESIDENTIAL RENTAL LANDS.

TOGETHER WITH an easement over the COMMERCIAL LANDS, including any ancillary areas of the building situated or to be situated within the COMMERCIAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of effecting and facilitating the construction, installation, repair, placement, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto serving the CONDOMINIUM LANDS and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such building situated or to be situated within the COMMERCIAL LANDS as reasonably necessary for the operation of building, utilities and services as may be constructed within the CONDOMINIUM LANDS, provided that same does not cause any material interference with the day to day operations of the business(es) operating and to be operating within the COMMERCIAL LANDS or with the construction, location, and use of the building situated or to be situated within the COMMERCIAL LANDS and does not impair in any manner whatsoever the structural integrity of the building situated or to be situated within the COMMERCIAL LANDS. This easement is subject to the right of the owner(s) of the COMMERCIAL LANDS to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed within the COMMERCIAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS.

TOGETHER WITH an easement over the RESIDENTIAL RENTAL LANDS, including any ancillary areas of the building situated or to be situated within the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of effecting and facilitating the construction, installation, repair, placement, replacement, maintenance, service and inspection of all parts of the building, any utilities and services, installations and appurtenances relating thereto serving the CONDOMINIUM LANDS and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such

building situated or to be situated within the RESIDENTIAL RENTAL LANDS as reasonably necessary for the operation of building, utilities and services as may be constructed within the CONDOMINIUM LANDS, provided that same does not cause any material interference with the construction, location, and use of the building situated or to be situated within the RESIDENTIAL RENTAL LANDS and does not impair in any manner whatsoever the structural integrity of the building situated or to be situated within the RESIDENTIAL RENTAL LANDS. This easement is subject to the right of the owner(s) of the RESIDENTIAL RENTAL LANDS to alter and relocate, from time to time, all or a portion of the said building, utilities and services as may be constructed within the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the RESIDENTIAL RENTAL LANDS.

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

- a) fresh air intake systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of receiving the benefit of the free flow and supply of fresh air and ventilation, without limitation, in, on, along, across and through such systems and all stairwells;
- b) air exhaust systems including, but not limited to, and without in any way limiting the generality of the foregoing any connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such systems and for the purpose of providing the free flow of air exhaustion and ventilation, without limitation, in, on, along, across and through such systems;
- c) telecommunications systems including, but not limited to, rooftop satellite and communication equipment, and without in any way limiting the generality of the foregoing any telephone, television and cable duct banks, fibre optics, cable trays, security cameras, sensors, servers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all communication rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of telecommunications, without limitation, in, on, along, across and through such systems;
- d) life safety systems including, but not limited to, and without in any way limiting the generality of the foregoing any fire protection systems, fire sprinkler systems, fire suppression systems, fire alarm devices, automatic transfer switches, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all Central Alarm and Control Facility (CACF) rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of fire alarm and prevention and sprinkler service, without limitation, in, on, along, across and through such systems;
- e) electrical systems including, but not limited to, and without in any way limiting the generality of the foregoing any meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of electricity, without limitation, in, on, along, across and through such systems;
- f) mechanical and electrical systems including, but not limited to, swimming pool equipment, window washing equipment, and without in any way limiting the generality of the foregoing any transformers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all mechanical and electrical rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of mechanical and electrical services, without limitation, in, on, along, across and through such systems;
- g) water, sanitary, storm and gas systems including, but not limited to, watermain systems and pumps, sanitary and storm drainage systems, stormwater management storage facilities, gas systems, plumbing systems and private water (foundation drain), and without in any way limiting the generality of the foregoing any groundwater pumping sampling ports, groundwater discharge pipes, groundwater pumps, storm pumps, flow meters, sampling access points and ports, sanitary discharge meters, test ports, sensors, utility check meters, sump pumps and pits, inspection chambers, cisterns, trenches, drains, siamese connections, waterproofing membranes, gas lines, gas meters and regulating stations, meters, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations and all utilities rooms where such services are located in whole or in part used in connection with such systems and for the purpose of receiving the benefit of the supply of water, sanitary and storm drainage, overland flow, surface runoff, sewage disposal, gas, without limitation, in, on, along, across and through such systems;
- h) heating and cooling systems, including, but not limited to, insulation systems, heating, ventilation and air conditioning (HVAC) systems, air handling units and make-up air units, and without in any way limiting the generality of the foregoing any heat pumps, base building loops, condensers, boilers, connection cables, conduits, ducts, pipes, fans, shafts, wires, generators or other installations used in connection with such

systems and for the purpose of receiving the benefit of the supply of heating, ventilation and air conditioning, without limitation, in, on, along, across and through such systems;

together with all appurtenances relating thereto as may be necessary from time to time to provide for such utilities and services to any parts of the building and other improvements situated or to be situated within the CONDOMINIUM LANDS, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the COMMERCIAL LANDS to facilitate such work provided that same does not cause any material interference with the day to day operations of the business(es) operating and to be operating within the COMMERCIAL LANDS or with the construction, location and use of that portion of the building situated or to be situated within the COMMERCIAL LANDS and does not impair in any manner whatsoever the structural integrity of that portion of the building situated or to be situated within the COMMERCIAL LANDS. This easement is subject to the right of the owner(s) of the COMMERCIAL LANDS to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the COMMERCIAL LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the COMMERCIAL LANDS.

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

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

flow, surface runoff, sewage disposal, gas, without limitation, in, on, along, across and through such systems;

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

together with all appurtenances relating thereto as may be necessary from time to time to provide for such utilities and services to any parts of the building and other improvements situated or to be situated within the CONDOMINIUM LANDS, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within the RESIDENTIAL RENTAL LANDS to facilitate such work provided that same does not cause any material interference with the construction, location and use of that portion of the building situated or to be situated within the RESIDENTIAL RENTAL LANDS and does not impair in any manner whatsoever the structural integrity of that portion of the building situated or to be situated within the RESIDENTIAL RENTAL LANDS. This easement is subject to the right of the owner(s) of the RESIDENTIAL RENTAL LANDS to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed within the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the RESIDENTIAL RENTAL LANDS.

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

TOGETHER WITH an easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of emergency pedestrian egress in and through the exit stairwells and corridors of the building situated or to be situated within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS.

TOGETHER WITH an easement over part of the COMMERCIAL LANDS, designated as PART 18 on Reference Plan 66R-30828, in favour of the CONDOMINIUM LANDS, for access to and use of the designated at-grade visitor bicycle spaces. This easement is subject to reasonable interruption, from time to time, for the maintenance, repair and reconstruction of the COMMERCIAL LANDS.

TOGETHER WITH an easement over part of the COMMERCIAL LANDS, designated as PART 19 on Reference Plan 66R-30828, in favour of the CONDOMINIUM LANDS, for the purpose of pedestrian and where practical, vehicular (including, without limitation, equipment, materials, machinery and personnel contained therein) access over the designated exterior walkway to use the at-grade storm water tank maintenance access points contained therein as reasonably necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS.

TOGETHER WITH a temporary easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, equipment, materials, machinery and personnel contained therein) ingress and egress, to facilitate the construction of building and structures, situated or to be situated within the CONDOMINIUM LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated within the CONDOMINIUM LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS.

TOGETHER WITH an easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of installation, attachment and maintenance of, including, but not limited to, caissons, shoring, underpinings, piles and tie backs, where practical, within the CONDOMINIUM LANDS.

TOGETHER WITH a temporary easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, to provide for the passage for one or more overhead crane swings over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS in connection with the construction of the building and structures situated or to be situated within the CONDOMINIUM LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the

completion of the construction of the building and structures situated within the CONDOMINIUM LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS.

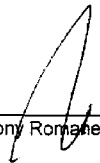
TOGETHER WITH a temporary easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, to facilitate the construction of the building and structures to be situated within the CONDOMINIUM LANDS, for the purpose of excavating, backfilling, removing and replacing fill and top soil, and undertaking any other works thereon, including the temporary storage and retention of construction equipment and materials thereon, within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated within the CONDOMINIUM LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS.

TOGETHER WITH a temporary easement over the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, in favour of the CONDOMINIUM LANDS, for the purpose of installation, attachment and maintenance of, including but not limited to, hoarding fencing, hoarding, overhead hoarding, signage, marketing signage, fencing and rakers, where practical, within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS, which said temporary easement shall be terminated upon the occurrence of one of the following, whichever occurs first: (i) a date of ten (10) years after the date of registration of this temporary easement; or (ii) upon the completion of the construction of the building and structures situated within the CONDOMINIUM LANDS, and such temporary easement being subject to reasonable interruptions from time to time resulting from construction requirements for the building within the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL LANDS and the RESIDENTIAL RENTAL LANDS.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

Dated: Oct 2 / 2019 .

BRATTYS LLP,
Barristers and Solicitors
and duly authorized agents for
NDI (2114 BLOOR STREET WEST) INC.



Anthony Romagnelli

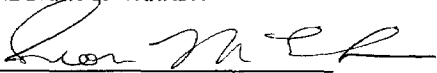
**CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7 (2) (B) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

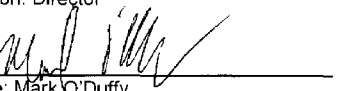
- 1. We, ROYAL BANK OF CANADA, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT4432606 in the Land Registry Office for the Land Titles Division of Toronto.
- 2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4. We are entitled by law to grant this consent and postponement.

Dated this day of November, 2019.

ROYAL BANK OF CANADA

Per: 

Name: Sean McIlveen
Position: Director

Per: 

Name: Mark O'Duffy
Position: Director

I/We have authority to bind the Bank

**CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7 (2) (B) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

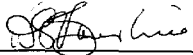
- 1.....We, CARALLAS HOLDINGS INC., have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT2831272 in the Land Registry Office for the Land Titles Division of Toronto.
- 2.....We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3.....We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4.....We are entitled by law to grant this consent and postponement.

Dated this 27th day of September 2019.

CARALLAS HOLDINGS INC.

Per: 

Name: Radomir Zeljko
Position: Treasurer

Per: 

Name: Dan Kanashiro
Position: Secretary

I/We have authority to bind the Corporation.

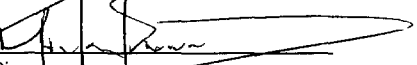
**CONSENT (SCHEDULE B TO DECLARATION)
(UNDER CLAUSE 7 (2) (B) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

- 1.....We, AVIVA INSURANCE COMPANY OF CANADA, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT4433089 in the Land Registry Office for the Land Titles Division of Toronto.
- 2.....We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3.....We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
- 4.....We are entitled by law to grant this consent and postponement.

Dated this 26th day of September, 2019.

AVIVA INSURANCE COMPANY OF CANADA

Per: 

Name: _____

Position: _____

Per: _____

Name: _____

Position: _____

MARLON BROWN
AUTHORIZED SIGNING OFFICER

I/We have authority to bind the Corporation.

SCHEDULE 'C'**UNIT BOUNDARIES**

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

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(Being Units 1 to 8 inclusive on Level 3; Units 1 to 10 inclusive on Level 4; Units 1 to 11 inclusive on Level 5; Units 1 to 10 inclusive on Level 6; Units 1 to 9 inclusive on Level 7; and Units 1 to 4 inclusive on Level 8)

a) Each Residential Unit shall be bounded vertically by:

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

b) Each Residential Unit shall be bounded horizontally by:

- i) The backside surface and plane of the drywall sheathing on all exterior walls or walls separating a unit from the common elements.
- ii) The unit side surface and plane of all exterior door, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass or acrylic panel contained therein.
- iii) In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

2. BOUNDARIES OF THE PARKING UNITS

(Being Units 1 to 15 inclusive on Level A; Units 1 to 22 inclusive on Level B; and Units 1 to 14 inclusive on Level C)

a) Each Parking Unit shall be bounded vertically by:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor slab.

b) Each Parking Unit shall be bounded horizontally by one or a combination of:

- i) The face and plane of the masonry wall and/or the production thereof.
- ii) The vertical plane established by the line and face of the columns and/or the production thereof.
- iii) The vertical plane established by the centreline of columns and/or the production thereof.
- iv) The vertical plane established by measurements.

SCHEDULE 'C'

UNIT BOUNDARIES

- v) The vertical plane established by measurement and perpendicular to the masonry wall.
- vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.

3. BOUNDARIES OF THE STORAGE UNITS

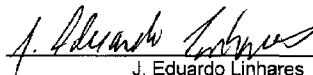
(Being Units 16 and 17 on Level A; Units 23 to 53 inclusive on Level B; and Units 15 to 48 inclusive on Level C)

- a) Each Storage Unit shall be bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - iii) The interior surface and plane of the steel wire mesh.
- b) Each Storage Unit shall be bounded horizontally by one or a combination of:
 - i) The unit side surface and plane of the masonry wall and/or the production thereof.
 - ii) The backside surface and plane of the drywall sheathing and/or the production thereof.
 - 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.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 7 inclusive of the Description.

August 16, 2019

Dated



J. Eduardo Linhares
Ontario Land Surveyor

NOTE: Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit (Section 33 – Maintenance and Repairs to 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 (Section 4 – Boundaries of Units and Monuments).

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

Level No.	Unit No.	% Contribution to common expenses	% Interest in common expenses
3	1	1.5697	1.5697
3	2	1.5449	1.5449
3	3	1.5086	1.5086
3	4	1.2066	1.2066
3	5	1.5301	1.5301
3	6	1.9609	1.9609
3	7	1.9625	1.9625
3	8	1.3172	1.3172
4	1	3.1144	3.1144
4	2	1.5053	1.5053
4	3	1.2066	1.2066
4	4	1.5235	1.5235
4	5	1.1026	1.1026
4	6	1.1108	1.1108
4	7	1.4492	1.4492
4	8	1.8321	1.8321
4	9	1.9625	1.9625
4	10	1.3172	1.3172
5	1	1.5697	1.5697
5	2	1.5449	1.5449
5	3	1.5053	1.5053
5	4	1.2066	1.2066
5	5	1.5235	1.5235
5	6	1.1026	1.1026
5	7	1.1108	1.1108
5	8	1.4492	1.4492
5	9	1.8321	1.8321
5	10	1.9625	1.9625
5	11	1.3172	1.3172
6	1	1.5697	1.5697
6	2	3.0501	3.0501
6	3	1.2066	1.2066
6	4	1.5235	1.5235
6	5	1.1026	1.1026
6	6	1.1108	1.1108
6	7	1.4492	1.4492
6	8	1.8321	1.8321
6	9	1.9625	1.9625
6	10	1.3172	1.3172
7	1	4.6198	4.6198
7	2	1.2066	1.2066
7	3	1.5235	1.5235
7	4	1.1026	1.1026

7	5	1.1108	1.1108
7	6	1.4492	1.4492
7	7	1.8321	1.8321
7	8	1.9625	1.9625
7	9	1.3172	1.3172
8	1	1.8255	1.8255
8	2	6.7114	6.7114
8	3	1.7991	1.7991
8	4	2.2943	2.2943
A	1	0.1425	0.1425
A	2	0.1425	0.1425
A	3	0.1425	0.1425
A	4	0.1425	0.1425
A	5	0.1425	0.1425
A	6	0.1425	0.1425
A	7	0.1425	0.1425
A	8	0.1425	0.1425
A	9	0.1425	0.1425
A	10	0.1425	0.1425
A	11	0.1425	0.1425
A	12	0.1425	0.1425
A	13	0.1425	0.1425
A	14	0.1425	0.1425
A	15	0.1425	0.1425
A	16	0.0975	0.0975
A	17	0.0975	0.0975
B	1	0.1425	0.1425
B	2	0.1425	0.1425
B	3	0.1425	0.1425
B	4	0.1425	0.1425
B	5	0.1425	0.1425
B	6	0.1425	0.1425
B	7	0.1425	0.1425
B	8	0.1425	0.1425
B	9	0.1425	0.1425
B	10	0.1425	0.1425
B	11	0.1425	0.1425
B	12	0.1425	0.1425
B	13	0.1425	0.1425
B	14	0.1425	0.1425
B	15	0.1425	0.1425
B	16	0.1425	0.1425
B	17	0.1425	0.1425
B	18	0.1425	0.1425
B	19	0.1425	0.1425
B	20	0.1425	0.1425
B	21	0.1425	0.1425
B	22	0.1425	0.1425
B	23	0.0415	0.0415
B	24	0.0415	0.0415
B	25	0.0415	0.0415
B	26	0.0415	0.0415
B	27	0.0415	0.0415
B	28	0.0415	0.0415
B	29	0.0415	0.0415

B	30	0.0415	0.0415
B	31	0.0415	0.0415
B	32	0.0415	0.0415
B	33	0.0415	0.0415
B	34	0.0415	0.0415
B	35	0.0415	0.0415
B	36	0.0415	0.0415
B	37	0.0415	0.0415
B	38	0.0415	0.0415
B	39	0.0415	0.0415
B	40	0.0415	0.0415
B	41	0.0415	0.0415
B	42	0.0415	0.0415
B	43	0.0415	0.0415
B	44	0.0415	0.0415
B	45	0.0415	0.0415
B	46	0.0415	0.0415
B	47	0.0415	0.0415
B	48	0.0415	0.0415
B	49	0.0415	0.0415
B	50	0.0415	0.0415
B	51	0.0415	0.0415
B	52	0.0415	0.0415
B	53	0.0975	0.0975
C	1	0.1425	0.1425
C	2	0.1425	0.1425
C	3	0.1425	0.1425
C	4	0.1425	0.1425
C	5	0.1425	0.1425
C	6	0.1425	0.1425
C	7	0.1425	0.1425
C	8	0.1425	0.1425
C	9	0.1425	0.1425
C	10	0.1425	0.1425
C	11	0.1425	0.1425
C	12	0.1425	0.1425
C	13	0.1425	0.1425
C	14	0.1425	0.1425
C	15	0.0415	0.0415
C	16	0.0415	0.0415
C	17	0.0415	0.0415
C	18	0.0415	0.0415
C	19	0.0415	0.0415
C	20	0.0415	0.0415
C	21	0.0415	0.0415
C	22	0.0415	0.0415
C	23	0.0415	0.0415
C	24	0.0415	0.0415
C	25	0.0415	0.0415
C	26	0.0415	0.0415
C	27	0.0415	0.0415
C	28	0.0415	0.0415
C	29	0.0415	0.0415
C	30	0.0415	0.0415
C	31	0.0415	0.0415

C	32	0.0415	0.0415
C	33	0.0415	0.0415
C	34	0.0415	0.0415
C	35	0.0415	0.0415
C	36	0.0415	0.0415
C	37	0.0415	0.0415
C	38	0.0415	0.0415
C	39	0.0415	0.0415
C	40	0.0415	0.0415
C	41	0.0415	0.0415
C	42	0.0415	0.0415
C	43	0.0415	0.0415
C	44	0.0415	0.0415
C	45	0.0415	0.0415
C	46	0.0415	0.0415
C	47	0.0415	0.0415
C	48	0.0975	0.0975

37

SCHEDULE "E"
COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Easement and Cost Sharing Agreement and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) gas and fuel;
 - (ii) electricity;
 - (iii) water;
 - (iv) waste and garbage disposal;
 - (v) maintenance materials, tools and supplies;
 - (vi) off-site snow removal (All purchasers of a Unit(s) are advised that the City of Toronto may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee),

save and provided that:

- (A) The Corporation's share of the cost of the ownership, operation, maintenance, repair, replacement and inspection of the Shared Facilities shall be shared as set forth and described in the Easement and Cost Sharing Agreement, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall subsequent to the registration of the Declaration, enter into the Easement and Cost Sharing Agreement with a view of covenanting to be responsible for its share of such costs.
- (d) Provided that all charges in respect of cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.
- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, subject to any provisions of the Easement and Cost Sharing Agreement.
- (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers.
- (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (i) All sums of money paid by the Corporation for any cleaning, repair, addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (j) 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.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.
- (l) All sums of money payable pursuant to and in respect of any agreements for the provision of utilities to the Corporation or its occupants and pursuant to and in respect of any Refuse Systems Agreements, Refuse Collection Agreements, Transit Agreements, Access Agreements, Building Systems Agreements, Telecommunication Agreements, Development/Government Agreements, Automobile Sharing Agreements, the Water Discharge Agreement, Water Discharge Equipment Contracts, the Warranty Agreement and any of the Miscellaneous Agreements.

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

Subject to the provisions 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 appurtenant thereto:

- a) The owner(s) of Residential Units; Units 1 to 8 inclusive on Level 3; Units 1 to 10 inclusive on Level 4; Units 1 to 11 inclusive on Level 5; Units 1 to 10 inclusive on Level 6; Units 1 to 9 inclusive on Level 7; and Units 1 to 4 inclusive on Level 8 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access and is designated as **Balcony** and/or **Terrace** and is illustrated in light outline on Sheets 3 and 4, Part 1 of the Description.

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

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
NDI (2114 BLOOR STREET WEST) INC.
2114 BLOOR STREET WEST

(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) 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 licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

OR

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

6. All installations with respect to the provision of water and sewage services are in place.

~~7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~

~~8. All installations with respect to the provision of air conditioning are in place.~~

OR

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

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

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

OR

~~There are no indoor and outdoor swimming pools.~~

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

Dated this 5 day of November, 2019.

V.T. Dibacco

(signature)

VINCENT J. DIBACCO

(print name)

COLE ENGINEERING
GROUP LTD

(Strike out whichever is not applicable:

~~Architect~~

Professional Engineer)

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
NDI (2114 BLOOR STREET WEST) INC.
2114 BLOOR STREET WEST

(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) 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 licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

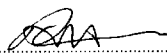
OR

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

OR

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

Dated this 13 day of November, 2019.


.....
(signature)

Richard Witt
(print name)

(Strike out whichever is not applicable):

Architect
~~Professional Engineer~~

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
NDI (2114 BLOOR STREET WEST) INC.
2114 BLOOR STREET WEST

(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) 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 licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

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

OR

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

- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor and outdoor swimming pools.

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

Dated this 30 day of APRIL, 2019

(signature)



(print name) JEFF WATSON
(Strike out whichever is not applicable):
~~Architect~~
Professional Engineer)

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
NDI (2114 BLOOR STREET WEST) INC.
2114 BLOOR STREET WEST**

**(SCHEDULE G TO DECLARATION FOR A STANDARD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) 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 licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

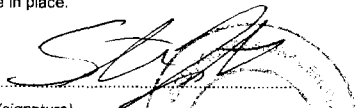
OR

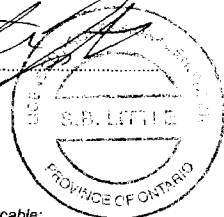
- There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

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

Dated this 13th day of November, 2019.


 (signature)
 Steven Little
 (print name)



(Strike out whichever is not applicable:

—Architect

Professional Engineer)