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CERTIFICATE OF RECEIPT.  
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LAND REGISTRAR

*Katherine Lee*

**DECLARATION**

**CONDOMINIUM  
ACT, 1998**

TORONTO STANDARD CONDOMINIUM PLAN NO.	2669
NEW PROPERTY IDENTIFIERS BLOCK	76669
RECENTLY :	Part of Pin 21051-0439 (LT)
DECLARANT :	<u>URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.</u>
SOLICITOR :	RON FAIRBLOOM
FIRM:	MILLER THOMSON LLP
Phone :	416-595-8500
FAX :	416-595-8695
No. OF UNITS	159
FEES :	159 X \$5 = \$795 + \$74.25 = \$869.25

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

**URBANCORP (LESLIEVILLE) DEVELOPMENTS 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 and in the description submitted herewith by the Declarant (hereinafter called the “**Description**”) for registration in accordance with the Act and which lands are sometimes referred to as the “**Lands**” or the “**Property**”;
- B. The Declarant has constructed various buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE 1**  
**INTRODUCTORY**

1.1 Definitions

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

- (a) “**Board**” means the Corporation’s board of directors;
- (b) “**Bicycle Storage Units**” means Units 67 to 101 inclusive on Level A;
- (c) “**By- law(s)**” means the by- law(s) of the Corporation enacted from time to time;
- (d) “**Common Elements**” means all the Property except the Units;
- (e) “**Common Expenses**” has the meaning ascribed thereto in the Act;
- (f) “**Condominium** ” or “**Corporation**” means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and the Description;
- (g) “**Declaration**” means this declaration and all amendments thereto and all Schedules referred to herein;
- (h) “**Geothermal Energy Supply Uses**” has the meaning ascribed to it in Section 4.6 herein;
- (i) “**Geothermal Purchase Price**” has the meaning ascribed to it in Section 4.6(d) herein;
- (j) “**Geothermal Unit**” means Unit 1 on Level B;
- (k) “**Geothermal Unit Mortgage**” has the meaning ascribed to it in Section 4.6(d) herein;
- (l) “**Loan**” has the meaning ascribed to it in Section 4.6(d) herein;
- (m) “**Owner**” means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (n) “**Parking Units**” means Units 1 to 66 inclusive on Level A;
- (o) “**Residential Units**” means Units 1 to 55, inclusive, on Level 1;

- (p) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;
- (q) "Storage Units" means Units 102 and 103 on Level A;
- (r) "Units" means collectively, as the context may require, any portions of the Condominium which are designated as Units.

#### 1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

#### 1.3 Standard Condominium

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

#### 1.4 Consent of Encumbrancers

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

#### 1.5 Exclusions/Inclusions of Units

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, it is expressly stipulated and declared that:

##### (a) Residential Units

- (i) Each Residential Unit **shall include** their portion of the entire dwelling structure and all materials and construction associated thereto, including, but not limited to, all concrete/concrete block or masonry portions of load bearing walls, foundations or footings, all solely associated with their unit, all floor or roof assemblies and all exterior or interior walls, doors, or windows. Each Residential Unit **shall also include** all interior partition walls including an equal interest in the demising wall separating the Residential Units from each other. Each Residential Unit **shall also include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule 'C'. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule 'C'.
- (ii) Each Residential Unit **shall exclude** any load bearing wall, column or floor that provides support to another Unit or the Common Element, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element. Each Residential Unit **shall also exclude** those portions of the Geothermal Unit located within the boundaries of the Residential Units, including any reservoir tanks, including the geoprime reservoir tanks, flow centre and circulating pumps.

##### (b) Parking Unit, Bicycle Storage Unit and Storage Unit

- (i) Each Parking Unit, Bicycle Storage Unit and Storage Unit **shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide

any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit, Bicycle Storage Unit and/or Storage Unit.

(c) Geothermal Unit

- (i) The Geothermal Unit **shall include** all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, including but not limited to any make up air units, which provide a service or utility to the Geothermal Unit, regardless of whether or not same are located outside the Unit boundaries of the Geothermal Unit described in Schedule 'C'. The Geothermal Unit **shall also include** any supply/distribution pipes, wires, cables or conduits lines which extend from the Geothermal Unit throughout the buildings and property. The Geothermal Unit **shall also include** the geothermal field wells located below the slab and which extend into the soil below the buildings, as well as any reservoir tanks, including the geoprime reservoir tanks, flow centre and circulating pumps.
- (ii) The Geothermal Unit **shall exclude** any load bearing wall or column that provides support to another Unit or the Common Element, including but not limited to the underground garage walls, floors and ceiling slabs.

1.6 Common Interest and Common Expenses

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

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2.

The Corporation's municipal address is 50 Curzon Street, Toronto, Ontario;

1.8 Approval Authority Requirements

The following are the conditions that have been imposed by the approval authority that are required to be included in this Declaration:

- (i) Visitor parking 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.
- (ii) The Owners and the Corporation shall comply with the obligations as set out in the Sanitary Discharge Agreement, entered into between the City of Toronto and the Declarant, dated the 8<sup>th</sup> day of September, 2015.
- (iii) The Corporation shall provide and designate an on-site fully trained staff/maintenance person to move the bins from the garbage/recycling/organics storage space to the collection area and also act as a flagman when garbage trucks and other large vehicles with the back-up manoeuvre to/from type G loading space; control traffic in the area.
- (iv) The Owners and the Corporation agree that the Type G loading space shall not be occupied during the days where City refuse and recyclable collection is scheduled, and in the event that the Type G loading space is occupied, the collection vehicle will leave the site and not return until the next scheduled collection day.
- (v) The Owners and the Corporation agree that in the event the on-site staff member is unavailable at the time the City collection vehicles arrival at the site, the collection vehicle will leave the site and not return until the next scheduled collection day.

1.9 Architect/Engineer Certificates

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

**ARTICLE 2  
COMMON EXPENSES**

2.1 Specification of Common Expenses

- (a) The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) Common Expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.
- (b) Hydro/Water:
- (i) The consumption within the Residential Units and Common Elements of (i) electricity (hydro) and (ii) water (collectively, the "**Metered Utilities**") will be separately metered or check metered by one or more third party companies (collectively, the "**Meter Reading Company**"), in order to apportion and bill attributable costs amongst the individual Owners and the Corporation.
  - (ii) The Corporation and each Owner has or shall enter into or assume an agreement with the Meter Reading Company (the "**Meter Reading Agreement**"). The Meter Reading Agreement shall state, among other things, and the Owners and Corporation shall comply with the following:
    - (1) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.
    - (2) Each Owner or occupant of a Residential Unit shall enter into a separate supply and services agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company's standard form agreement.
    - (3) Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.
    - (4) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.
    - (5) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs.

- (iii) Each Owner and the Corporation shall receive from the Meter Reading Company and be responsible for, payment of the invoice with respect to the electricity and water consumption for his or her Residential Unit and the Common Elements, respectively. The Owner shall remit payment to the Meter Reading Company for electricity and water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.
- (iv) Any monies owing with respect to invoices for electricity and/or water consumption and not paid to the Meter Reading Company by the Owner according to the terms of the invoice, may be paid by the Corporation to the Meter Reading Company, and may thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the electricity and/or water, 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 and/or the Meter Reading Company shall be made in such manner and with such frequency as determined by the Board of Directors and/or the Meter Reading Company from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity and water consumption at a rate as determined by the Corporation and/or the Meter Reading Company.
- (v) Notwithstanding any other provisions of this Declaration, the Owner and the Corporation authorizes entry to Residential Units and the Common Elements by the Meter Reading Company or its subcontractors from time to time, as deemed necessary by the Meter Reading Company for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Residential Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Residential Unit if access to the Residential Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation and/or Meter Reading Company shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Residential Unit where payments owing for same are in arrears and/or to register a Common Expense lien against the Residential Unit.

## 2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the Common Expenses and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her 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.

## 2.3 Reserve Fund

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

#### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer 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.

### ARTICLE 3 COMMON ELEMENTS

#### 3.1 Use of Common Elements

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

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Unit;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy;
- (e) may interfere with or impede the ability of the Manager to perform his/her duties;
- (f) would lead to a contravention by the Corporation or by other owners of the applicable zoning by-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property, including but not limited to, any development agreements, condominium agreements, utility agreements, site plan agreements and/or servicing agreements ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements;
- (g) will result in the municipally either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation and the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said action, contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation and/or the Declarant for any and all costs associated with the increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the

Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.

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 person or other entity pursuant to this Declaration, any By-law and/or the Rules.

Notwithstanding anything to the contrary herein, the Unit Owners and the Board are absolutely prohibited from altering the landscaping, grading and/or drainage patterns established by the Declarant in respect of the Condominium for a period of four (4) years from the date of registration of the Condominium.

### 3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of the Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements or any other Unit.
- (c) Each Owner, upon the reasonable request of the adjacent Residential Unit Owner or occupant, shall provide to such Owner/occupant or to any of his or her workmen or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any such Owner's Unit. The Owner/occupant requesting access shall be responsible for any and all damage which is caused to the exclusive use Common Elements or any Unit.

### 3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, maintenance, storage, garbage or loading areas, the Geothermal Unit, the Declarant's marketing, sales, construction or customer service offices or areas, (except as otherwise set out in this Declaration) or any other parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act. Notwithstanding anything to the contrary, no Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements in contravention of this Declaration.

#### (b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/ construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

until such time as all of the Units in this Condominium have been transferred by the Declarant.

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, save and except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitor Parking

Seven (7) parking spaces located on Level A shall form part of the common elements and shall be for the use of visitors to the Condominium (the "**Visitor Parking Spaces**"). The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. There shall be no fee or charge for the use of the Visitor Parking Spaces. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales, management and customer service personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until one year after title to all units in the Condominium or in any other condominium project marketed by the Declarant or any of its subsidiaries or affiliates have been sold and transferred by the Declarant or the applicable subsidiary or affiliate. Please refer to the Rules for further restrictions with respect to the Visitor Parking Spaces.

For greater certainty, the Visitor Parking Spaces 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.

#### ARTICLE 4 UNITS

##### 4.1 General Restrictions

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

- (a) No Residential Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Residential Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, or results in the municipality either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium, then such Owner shall indemnify and save the Corporation and/or the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation and/or the Declarant for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation and/or Declarant for all other costs, expenses and liabilities suffered or incurred by the Corporation and/or the Declarant as a result of such Owner's breach of the foregoing provisions of this subparagraph and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.
- (b) No exterior aerial antenna or satellite dish shall be placed on the Property, including Residential Units and Common Elements.
- (c) No one shall, by any conduct or activity undertaken in or upon any part of any Residential Unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

##### 4.2 Residential Units

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

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential

Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction/services offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.

- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, amongst other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall there be more than two (2) pets in any Residential Unit. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit and no dogs that will be a danger to residents shall be permitted in any Residential Unit or on the Common Elements. Such Owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and the Common Elements. No breeding of animals, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the Common Elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat or caged bird, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (d) No Owner, without consent in writing from the Board, which consent may be unreasonably and arbitrarily withheld, shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor patio area of his or her Residential Unit;
- (e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit from a Residential Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a substantial indemnity basis, which shall be deemed to be additional contributions to common expenses and recoverable as such;
- (f) No change shall be made in the colour, design or style of the exterior of the Residential Unit, including the facade, any exterior glass, window, door or screen of any Residential Unit for a period of four (4) years from the date of registration of the Condominium, and then only with the prior written consent of the Board, which consent may be arbitrarily delayed or withheld. In the event consent is granted, no work shall commence until detailed plans are submitted and approved by the Board. In addition, all work must be undertaken by contractors or trades approved by the Board in advance. In addition, each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the Residential Unit, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off white when visible from the outside and

all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Residential Units;

- (g) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections of Units;
- (h) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein for sale or lease;
- (i) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration to the interior of the Residential Unit which is solely decorative in nature, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information, at the Owner's expense, for the purpose of confirming, in its sole and absolute discretion, that the proposed change does not:
  - (i) detract from the use or enjoyment by an Owner or occupant of any other Unit;
  - (ii) negatively impact the aesthetic appearance of the Condominium;
  - (iii) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
  - (iv) obstruct access to any utility easements or public services;
  - (v) encroach on the Common Elements or any other Unit;
  - (vi) obstruct the drainage pattern of the Property, or
  - (vii) offend any provisions of any municipal or zoning by-law or restriction
- (j) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on roof terraces of Residential Units provided that the barbecues only use natural gas (not propane) and the roof terrace for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant.
- (k) The Declarant or its duly authorized agents shall have free access at all reasonable times to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or of any servicing or installations in connection with the Unit or the common elements or any other unit in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant under the Act. The Declarant shall have a right of entry in its favour for a period up to five (5) years from the date of registration of the Condominium.
- (l) With respect to services or equipment (such as utility meters, fire hydrants, hydro transformers, tap boxes, catchbasins or sanitary sewer manholes) serving the Common Elements or other Units, the Owner(s) shall:
  - (i) refrain from obstructing access to the Unit by the Corporation or its agents, employees or authorized representatives for the purpose of installing, repairing, replacing or maintaining such services or equipment;
  - (ii) in the case of utility meters, at all times maintain the interior of the Units at a temperature which prevents the freezing of or any other damage to such services or equipment; and
  - (iii) refrain from damaging or in any way tampering with any such services or equipment.

#### 4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his/ her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Units in this Condominium have been transferred by the Declarant.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Subject to the requirements of any applicable governing authority and the terms of subsection 4.3(e) below, any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation, or to any Owner of a Residential Unit in the Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units in the Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (e) Notwithstanding anything to the contrary, the Parking Unit being Unit 14, Level A shall only be sold, charged, transferred or otherwise conveyed together with that Storage Unit being Unit 102, Level A. Notwithstanding anything to the contrary, the Parking Unit being Unit 24, Level A shall only be sold, charged, transferred or otherwise conveyed together with that Storage Unit being Unit 103, Level A. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

#### 4.4 Bicycle Storage Units

- (a) Each Bicycle Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Bicycle Storage Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Bicycle Storage Units, which right shall continue until such time as all the Residential Units and Bicycle Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle Storage Units, the Board of Directors may, from time to time, designate the said Bicycle Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

- (d) Any or all of the Bicycle Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Bicycle Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Bicycle Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

#### 4.5 Storage Units

- (a) Each Storage Unit shall only be used for the storage of non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Storage Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units, which right shall continue until such time as all the Residential Units and Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Storage Units, the Board of Directors may, from time to time, designate the said Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (e) Notwithstanding anything to the contrary, the Storage Unit being Unit 102, Level A shall only be sold, charged, transferred or otherwise conveyed together with that Parking Unit being Unit 14, Level A. Notwithstanding anything to the contrary, the Storage Unit being Unit 103, Level A shall only be sold, charged, transferred or otherwise conveyed together with that Parking Unit being Unit 24, Level A. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

#### 4.6 Geothermal Unit

The Geothermal Unit shall be used and occupied by the Owner of such Unit, including the Corporation for the purposes of supplying geothermal energy to the Residential Units (the "**Geothermal Energy Supply Uses**"). The Owner of the Geothermal Unit, including the Corporation (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

- (a) the right of ingress and egress to and from, and the right to pass or traverse over and upon, those portions of the Common Element areas of the Condominium as may be required in order to obtain full and complete access to the Geothermal Unit and/or to any equipment forming a part thereof;
- (b) the right of ingress and egress to and from, and the right to pass or traverse over and upon, those portions of the Residential Units as may be required in order to obtain full and complete access to the Geothermal Unit and/or to any equipment forming a part thereof. Notwithstanding anything to the contrary, any such access shall only be provided following the delivery of prior written notice to the occupants of the Residential Units, delivered at least 24 hours' prior to the time of entry and provided that any individuals entering the Residential Unit is accompanied by either an Owner or

- occupant of the Residential Unit or a representative of the Condominium, including its property manager.
- (c) Subject to compliance with Section 4.6(b), the right to install upon or within the Geothermal Unit and within the Residential Units, all such equipment, energy transfer stations, conduits, wires, loops, pipes, meters, switches, heat pumps, controls, valves, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto as may be necessary or desirable for the effective use, operation and/or maintenance of the Geothermal Unit,
  - (d) The Corporation shall be obligated to purchase from the Declarant the Geothermal Unit at a cost of \$800,000 inclusive of HST ("**Geothermal Purchase Price**").

In order to pay for the Geothermal Unit the Condominium Corporation will be obligated to either enter into or assume a loan to be arranged by the Declarant with a lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price as well as all lender's fees, land transfer tax, and all other amounts payable on the conveyance of the Geothermal Unit ("**Loan**").

The Loan shall be provided on the following terms and/or such other terms as determined by the Declarant, in its sole, subjective and absolute discretion:

- (i) the principal amount from time to time outstanding shall bear interest at the rate 6.95% per annum;
- (ii) the term of the Loan shall be seven (7) years;
- (iii) the amortization period shall be 25 years;
- (iv) the Loan shall be repaid via a series of equal fixed quarterly installments, comprised of a blend of interest plus principal.

In order to secure the Loan, the Corporation shall deliver security to the provider of the Loan, which shall include, but shall not be limited to a charge/mortgage (the "**Geothermal Unit Mortgage**") and a general security agreement.

The Geothermal Unit Mortgage will be registered against title to the Geothermal Unit, and shall include the above terms. It will be a duty and obligation of the Corporation to execute and deliver all documents required by the Declarant related to the conveyance of the Geothermal Unit. It will also be a duty and obligation of the Corporation to deliver all documents and security as required by the provider of the Loan, to secure the Loan, including but not limited to the Geothermal Unit Mortgage and a general security agreement.

#### 4.7 Leasing of Units

##### **Notification of Lease:**

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation ;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation;

- (d) Any Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (e) No Owner shall be permitted to lease Residential Units in the Condominium for periods of less than six (6) months.
- (f) The term of any lease of a Parking Unit or Bicycle Storage Unit to a tenant of a Residential Unit in this Corporation shall terminate immediately upon the tenant ceasing to reside in the Corporation. In addition, no Owner shall lease his or her Unit(s) unless he or she delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium, during the entire 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."

## ARTICLE 5 MAINTENANCE AND REPAIRS

### 5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of the Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
  - (i) any system, appliance or fixture that serves his or her own Residential Unit including all ancillary equipment and devices;
  - (ii) plumbing systems, toilets, bathtubs, sinks, tiles, shower pans, ceiling and exhaust fans and fan motors, and other fixtures;
  - (iii) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers to the main line tee and which are located within the boundaries of and service only the Unit;
  - (iv) all walls, windows, screens, doors, steps, decks and structural components of the Residential Unit provided that walls and steps on the boundaries between the Residential Units shall be maintained and repaired by the Owners sharing the wall or steps, if applicable;
  - (v) all interior and exterior light fixtures;
  - (vi) the roof of the Residential Unit including the roof sheathing membrane, coverings and flashings, eaves troughs and downspouts.
  - (vii) all improvements or additions made to the Residential Unit;
  - (viii) the interior and exterior surface of doors which provide the means of ingress and egress from his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;
  - (ix) as well as clean the interior surface of all windows and window sills in Residential Units. Residential Unit Owners shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the

negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit; and

- (x) his or her Parking Unit and/or Bicycle Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater certainty, each Owner of a Parking Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
- (b) Owners are required to maintain the terraces, roof top decks, patios, balconies, stairs, that form part of the Residential Unit or exclusive use Common Elements appurtenant thereto;
- (c) The Owners of Residential Units containing fireplaces shall be responsible, at their own expense, for the cleaning, where necessary, of the chimney vents appurtenant to such fireplaces and repair the fireplaces, provided that only persons certified to repair gas fireplaces shall be allowed to perform such services, in the case of a gas fireplace;
- (d) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only. Such maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation may (upon a majority vote of the owners at a meeting duly called for that purpose) make provision in its annual budget for the maintenance and repair of the individual heating systems, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board; and
- (e) the exclusive use portions of the Common Elements associated with all Residential Units, (other than structural repairs) to which the Residential Unit has direct access (if such Owner's Residential Unit has been allocated such exclusive use areas), provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter or repair any exclusive use Common Element, nor apply any paint, stucco, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his or her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). Each Owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any Unit and any exclusive use Common Elements caused by the Owner's negligence or willful misconduct and any resulting damage to any other Unit or the Common Elements of the Condominium. For clarity, the Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses.

#### 5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he or she is responsible, or caused

by the negligence of wilful misconduct of the Owner, his or her residents, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1. The Condominium shall also be required to clear snow from the Common Element sidewalks and driveway.
- (b) Notwithstanding anything provided in this Declaration to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of his or her Residential Unit.
- (c) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

**ARTICLE 6  
INDEMNIFICATION**

- 6.2 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

**ARTICLE 7  
INSURANCE**

7.1 By the Corporation

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

- (a) "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and buildings, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to

time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

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

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

(c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

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

7.2 General Provisions

- (a) 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 any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent

application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act ,
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article 8; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

### 7.3 By the Owner

- (a) 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, must be obtained and maintained by each Owner at such Owner's own expense:
  - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's unit belongs, by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact . vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
  - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
  - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
  - (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;

- (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

#### 7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

### ARTICLE 8 DUTIES OF THE CORPORATION

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

- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
- (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration;
- (c) To enter into, assume, abide by and comply with, the terms and provisions of any Development Agreements, including any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto, other governmental authorities or the Declarant), as well as to enact any By-laws and resolutions necessary to give effect to and authorize same, and to enact any By-laws and resolutions necessary to give effect to and authorize the same;
- (d) To indemnify and save the Declarant harmless from and against all suits, claims, damages, losses, expenses or otherwise arising or resulting from the Corporation and/or any Unit Owners not complying with the Development Agreements and further agrees not to make any alteration, addition or modification to the Common Elements until such time as the Declarant or any party associated with the Declarant has received a release from the City of Toronto, any applicable governmental authority and all other applicable parties of any securities held by such parties securing any obligations of the Declarant under the Development Agreements;
- (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, c. P.28, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:
  - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the

Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration (and where applicable an amendment to the Declaration and Description adding a phase to this Condominium) and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- (f) 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.
- (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;
- (h) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the aforementioned easements on title;
- (i) To accept and register within ten (10) days of the Declarant's request, a Transfer/Deed of Land for any Units that the Declarant, in its sole discretion wishes to transfer to the Corporation (including but not limited to the Geothermal Unit, Parking Units, Bicycle Storage Units and Storage Units) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant;
- (j) To execute forthwith upon the request of the Declarant following the transfer of title any of the Units contemplated in 8.1(i), possibly including the Geothermal Unit, Parking Units and Bicycle Storage Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the such transferred Units.
- (k) To enter into or assume and abide by any documentation/agreements that may reasonably be required by the Declarant or the provider of the Loan to secure the Loan and to register the Geothermal Unit Mortgage on title to the Geothermal Unit, including without limitation a loan agreement, a general security agreement and any other security relating thereto;
- (l) To enact any By-laws and resolutions necessary to give effect to and authorize the borrowing of the Loan, the execution and delivery by the Corporation of the Loan agreement and security documents and security interests, including the Geothermal Unit Mortgage and a general security agreement.

- (m) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;

**ARTICLE 9  
GENERAL MATTERS AND ADMINISTRATION**

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists ;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

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

9.3 Waiver

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

9.4 Interpretation of Declaration

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

9.5 Headings

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

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

DATED at Toronto, this 3<sup>rd</sup> day of August, 2018.

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by  
ALVAREZ & MARSAL CANADA INC. solely in its capacity as the  
Court appointed receiver and manager and construction lien  
trustee of all of the assets, undertaking and properties of  
URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. without  
personal or corporate liability**

Per: Al Hutchens  
Name: ALAN HUTCHENS  
Title: SENIOR VICE-PRESIDENT  
I/We have authority to bind the corporation.

**SCHEDULE "A"**

In the City of Toronto, in the Geographic Township of York and Province of Ontario, being composed of Part of Lot 11, in Concession 1, From the Bay, designated as PARTS 1 and 4 to 9 inclusive, Plan 66R-29585, hereinafter referred to as the "Condominium Lands".

**SUBJECT TO** an easement in favour of Rogers Communications Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT2958528.

**SUBJECT TO** an easement in favour of Bell Canada, over the "Condominium Lands", for the purposes as set out in Instrument AT3708202.

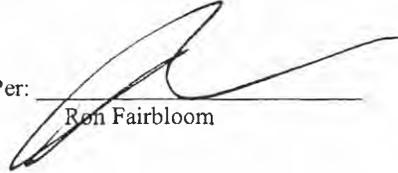
**SUBJECT TO** an easement in favour of Enbridge Gas Distribution Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT3728135.

Being Part of P.I.N. 21051-0439 (LT).

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

Miller Thomson LLP  
duly authorized representatives for  
**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.**

August 24, 2018  
Dated

Per:   
Ron Fairbloom

## SCHEDULE "B"

## CONSENT

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

1. Canadian Imperial Bank of Commerce has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT3081811 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Canadian Imperial Bank of Commerce consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Canadian Imperial Bank of Commerce postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Canadian Imperial Bank of Commerce is entitled by law to grant this consent and postponement.

DATED this 16 day of July, 2018.

## CANADIAN IMPERIAL BANK OF COMMERCE

Per:

Name:

Title:

Per:

Name:

Title:

We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

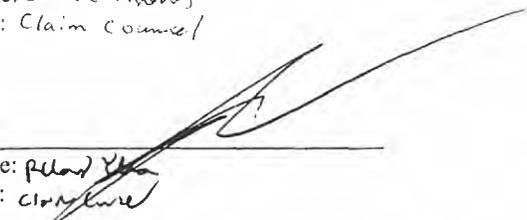
(under clause 7(2)(b) of the *Condominium Act, 1998*)

- 1. Travelers Guarantee Company of Canada changed its name to Travelers Insurance Company of Canada by Letters Patent to Amend dated the 23rd day of April, 2012, notice of which was registered in the Land Registry Office for Toronto (No. 66) as Instrument Number AT3006474 on the 2nd day of May, 2012
- 2. Travelers Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument Number AT2720786, as amended by Notice being a mortgage amending agreement, registered as Instrument Number AT3102606 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
- 3. Travelers Insurance Company of Canada consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 4. Travelers Insurance Company of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
- 5. Travelers Insurance Company of Canada is entitled by law to grant this consent and postponement.

DATED this 22 day of August, 2018.

TRAVELERS INSURANCE COMPANY OF CANADA

Per:   
 Name: Chuck Andary  
 Title: Claim Counsel

Per:   
 Name: Peter Yeh  
 Title: Counsel

We have the authority to bind the Corporation.

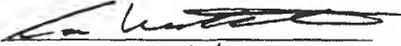
**SCHEDULE "B"****CONSENT**

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

1. Terra Firma Capital Corporation has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Instrument Number AT3954372 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. Terra Firma Capital Corporation consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Terra Firma Capital Corporation postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Terra Firma Capital Corporation is entitled by law to grant this consent and postponement.

DATED this 3<sup>rd</sup> day of July, 2018.

**TERRA FIRMA CAPITAL CORPORATION**

Per:   
Name: Glenn Watchorn  
Title: CEO

Per: \_\_\_\_\_  
Name:  
Title:

We have the authority to bind the Corporation.

**SCHEDULE "C"**

Each Residential Unit, Parking Unit, Bicycle Storage Unit, Storage Unit and Geothermal Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 4 inclusive of the Description and all dimensions shall have reference to them.

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

**1. BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 55 inclusive on Level 1).

- a) Each Residential Unit is bounded vertically by one or a combination of the following:
- i) the upper surface and plane of the concrete floor slab and production, located in the lower most storey of the unit.
  - ii) the upper surface and plane of the unfinished wood sub-floor and production on floors separating one Unit from the Common Elements, located on the first storey of the unit.
  - iii) the upper surface and plane of any portion of the roof, roof projections and roof membranes, located above the upper most storey of the unit.
  - iv) the horizontal plane established by measurement.
- b) Each Residential Unit is bounded horizontally by one or a combination of the following:
- i) the plane established by the centre line of demising wall separating one unit from another unit and its production.
  - ii) the exterior side surface and plane of all exterior walls or walls separating a Unit from the Common Elements.
  - iii) the exterior side surface and plane of all exterior doors and door frames, windows and window frames, the said doors and windows being in a closed position and the exterior side surface of the glass panels contained therein.
  - iv) the exterior side surface and plane of the concrete/concrete block wall and/or the production thereof, located in the basement portion of the Unit.

**2. BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 66 inclusive on Level A).

- a) Each Parking Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
  - ii) the plane measured 2.00 metres perpendicularly above and parallel to the concrete floor slab.
- b) Each Parking Unit is bounded horizontally by one or a combination of:
- i) the vertical plane defined by the line and face of the concrete columns and/or walls and production.
  - ii) the vertical plane established by the centre-line of columns and/or the production thereof.

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- iii) the vertical plane established by measurement.
- iv) the vertical plane established by measurement and perpendicular to the concrete wall, located at the rear of the Unit.
- v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre-line of the concrete columns and/or the production thereof.
- vi) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

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

(being Units 67 to 101 inclusive on Level A).

- a) Each Bicycle Storage Unit is bounded vertically by one or a combination of the following:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the steel wire mesh and frame and production.
- b) Each Bicycle Storage Unit is bounded horizontally by one of a combination of the following:
  - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
  - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
  - iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
  - iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.
  - v) the vertical plane established by measurement.

4. **BOUNDARIES OF THE STORAGE UNITS**

(being Units 102 and 103 on Level A).

- a) Each Storage Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Storage Unit is bounded horizontally by one of a combination of the following:
  - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
  - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
  - iii) the exterior side surface and plane of the exterior door and frame said door being in a closed position.

C-3

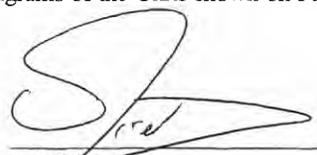
5. **BOUNDARIES OF THE GEOTHERMAL UNIT**

(being Unit 1 on Level B).

- a) The Geothermal Unit is bounded vertically by:
- i) the lower surface and plane of the concrete garage floor slab located on Level A above and its production.
  - ii) there is no lower limit.
- b) The Geothermal Unit is bounded horizontally by one or a combination of the following:
- i) the vertical planes established by measurement.
  - ii) the unit side surface and plane of the concrete or concrete block wall located on Level A above and production.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 4 inclusive of the Description.

August 24, 2013  
Dated

  
D. Miret,  
Ontario Land Surveyor

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

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.185009	0.185009
PARKING UNIT	A	2	0.185009	0.185009
PARKING UNIT	A	3	0.185009	0.185009
PARKING UNIT	A	4	0.185009	0.185009
PARKING UNIT	A	5	0.185009	0.185009
PARKING UNIT	A	6	0.185009	0.185009
PARKING UNIT	A	7	0.185009	0.185009
PARKING UNIT	A	8	0.185009	0.185009
PARKING UNIT	A	9	0.185009	0.185009
PARKING UNIT	A	10	0.185009	0.185009
PARKING UNIT	A	11	0.185009	0.185009
PARKING UNIT	A	12	0.185009	0.185009
PARKING UNIT	A	13	0.185009	0.185009
PARKING UNIT	A	14	0.185009	0.185009
PARKING UNIT	A	15	0.185009	0.185009
PARKING UNIT	A	16	0.185009	0.185009
PARKING UNIT	A	17	0.185009	0.185009
PARKING UNIT	A	18	0.185009	0.185009
PARKING UNIT	A	19	0.185009	0.185009
PARKING UNIT	A	20	0.185009	0.185009
PARKING UNIT	A	21	0.185009	0.185009
PARKING UNIT	A	22	0.185009	0.185009
PARKING UNIT	A	23	0.185009	0.185009
PARKING UNIT	A	24	0.185009	0.185009
PARKING UNIT	A	25	0.185009	0.185009
PARKING UNIT	A	26	0.185009	0.185009
PARKING UNIT	A	27	0.185009	0.185009
PARKING UNIT	A	28	0.185009	0.185009
PARKING UNIT	A	29	0.185009	0.185009
PARKING UNIT	A	30	0.185009	0.185009
PARKING UNIT	A	31	0.185009	0.185009
PARKING UNIT	A	32	0.185009	0.185009
PARKING UNIT	A	33	0.185009	0.185009
PARKING UNIT	A	34	0.185009	0.185009
PARKING UNIT	A	35	0.185009	0.185009
PARKING UNIT	A	36	0.185009	0.185009
PARKING UNIT	A	37	0.185009	0.185009
PARKING UNIT	A	38	0.185009	0.185009
PARKING UNIT	A	39	0.185009	0.185009
PARKING UNIT	A	40	0.185009	0.185009
PARKING UNIT	A	41	0.185009	0.185009
PARKING UNIT	A	42	0.185009	0.185009
PARKING UNIT	A	43	0.185009	0.185009
PARKING UNIT	A	44	0.185009	0.185009
PARKING UNIT	A	45	0.185009	0.185009
PARKING UNIT	A	46	0.185009	0.185009
PARKING UNIT	A	47	0.185009	0.185009
PARKING UNIT	A	48	0.185009	0.185009
PARKING UNIT	A	49	0.185009	0.185009
PARKING UNIT	A	50	0.185009	0.185009
PARKING UNIT	A	51	0.185009	0.185009
PARKING UNIT	A	52	0.185009	0.185009
PARKING UNIT	A	53	0.185009	0.185009
PARKING UNIT	A	54	0.185009	0.185009
PARKING UNIT	A	55	0.185009	0.185009
PARKING UNIT	A	56	0.185009	0.185009
PARKING UNIT	A	57	0.185009	0.185009
PARKING UNIT	A	58	0.185009	0.185009
PARKING UNIT	A	59	0.185009	0.185009
PARKING UNIT	A	60	0.185009	0.185009
PARKING UNIT	A	61	0.185009	0.185009
PARKING UNIT	A	62	0.185009	0.185009
PARKING UNIT	A	63	0.185009	0.185009
PARKING UNIT	A	64	0.185009	0.185009
PARKING UNIT	A	65	0.185009	0.185009
PARKING UNIT	A	66	0.185009	0.185009
BICYCLE STORAGE UNIT	A	67	0.055373	0.055373

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
BICYCLE				
STORAGE UNIT	A	68	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	69	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	70	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	71	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	72	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	73	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	74	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	75	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	76	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	77	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	78	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	79	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	80	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	81	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	82	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	83	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	84	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	85	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	86	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	87	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	88	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	89	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	90	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	91	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	92	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	93	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	94	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	95	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	96	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	97	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	98	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	99	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	100	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	101	0.055373	0.055373
BICYCLE				
STORAGE UNIT	A	102	0.073899	0.073899

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNIT	A	103	0.073899	0.073899
GEOHERMAL UNIT	B	1	0.000001	0.000001
1	1	1	1.792852	1.792852
2	1	2	1.743797	1.743797
3	1	3	1.743797	1.743797
4	1	4	1.743030	1.743030
5	1	5	1.743030	1.743030
6	1	6	1.743030	1.743030
7	1	7	1.743030	1.743030
8	1	8	1.743030	1.743030
9	1	9	1.802817	1.802817
10	1	10	1.806649	1.806649
11	1	11	1.743797	1.743797
12	1	12	1.743797	1.743797
13	1	13	1.743797	1.743797
14	1	14	1.743797	1.743797
15	1	15	1.743797	1.743797
16	1	16	1.740730	1.740730
17	1	17	1.741496	1.741496
18	1	18	1.739963	1.739963
19	1	19	1.792086	1.792086
20	1	20	1.424930	1.424930
21	1	21	1.400402	1.400402
22	1	22	1.402702	1.402702
23	1	23	1.429529	1.429529
24	1	24	1.509246	1.509246
25	1	25	1.444859	1.444859
26	1	26	1.392737	1.392737
27	1	27	1.343681	1.343681
28	1	28	1.511545	1.511545
29	1	29	1.477053	1.477053
30	1	30	1.427230	1.427230
31	1	31	1.609658	1.609658
32	1	32	1.579764	1.579764
33	1	33	1.572099	1.572099
34	1	34	1.620389	1.620389
35	1	35	1.361310	1.361310
36	1	36	1.329117	1.329117
37	1	37	1.352879	1.352879
38	1	38	1.382006	1.382006
39	1	39	1.362077	1.362077
40	1	40	1.329884	1.329884
41	1	41	1.313021	1.313021
42	1	42	1.395037	1.395037
43	1	43	1.355945	1.355945
44	1	44	1.323752	1.323752
45	1	45	1.345980	1.345980
46	1	46	1.395803	1.395803
47	1	47	1.355945	1.355945
48	1	48	1.349813	1.349813
49	1	49	1.611957	1.611957
50	1	50	1.574399	1.574399
51	1	51	1.609658	1.609658
52	1	52	1.638018	1.638018
53	1	53	1.610424	1.610424
54	1	54	1.575165	1.575165
55	1	55	1.647216	1.647216
<b>TOTALS</b>			<b>100.000000</b>	<b>100.000000</b>

## SCHEDULE "E"

## SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - (i) insurance premiums and the necessary appraisals;
  - (ii) water and electricity respecting Common Elements and Units unless the Units are separately metered or check metered and in such case each Owner shall pay the cost of the utility in accordance with the meter(s) that service their particular Unit;
  - (iii) maintenance materials, tools and supplies;
  - (iv) snow removal and landscaping;
  - (v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit;
  - (vi) waste and garbage disposal and/or collection;
  - (vii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums of money paid or payable by the Corporation pursuant to any contract, lease and/or loan agreement (including without limitation the Loan as contemplated in Section 4.6 of the Declaration and any loan that replaces the Loan in the future);
- (k) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

**SCHEDULE "F"**

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

- a) the Owner(s) of each of the Residential Units 1 to 19 inclusive on Level 1, shall have the exclusive use of a rear yard including a deck to which each of the said Units provide direct access as illustrated in heavy outline on Sheet 1, Part 2 of the Description, being numbered the same number as the Unit with a prefix letter "R", to which the said Units provide direct access.
- b) the Owner(s) of each of the Residential Units 1 to 55 inclusive on Level 1, shall have the exclusive use of a front area including but not limited to any porches, walkways and landings to which each of the said Units provide direct access as illustrated in heavy outline on Sheet 1, Part 2 of the Description, being numbered the same number as the Unit with a prefix letter "FP", to which the said Units provide direct access.

**NOTE:**

The upper limit and extent of the exclusive use for the front and rear yards shall be the lower surface and plane of the uppermost ceiling slab and production of the Residential Unit that has access to the said front and rear yards.

## SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)

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

I certify that:

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

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

OR

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

DATED this 15<sup>th</sup> day of JUL, 2018.

Brenda Lee  
Name:  
Title: Architect or Engineer



## SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)

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

I certify that:

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

*(Check whichever boxes are applicable)*

~~1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~

~~2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.~~

~~3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.~~

~~4.  All underground garages have walls and floor assemblies in place.~~

OR

~~There are no underground garages.~~

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

OR

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

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

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

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

OR

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

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

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

OR

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

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

DATED this 17 day of July, 2018.



Peter Ginsberg  
Name:  
Title: Architect or Engineer

A handwritten signature in cursive script that reads 'Peter Ginsberg'.

**TAB 22**

Suite No.	Name	APS Amount *	Levy Amount	Levy Tax	Levy Total	Unit No.	% interest in common elements**
102	Van Der Borgh	\$865,000.00	\$13,534.71	\$1,759.51	\$15,294.22	Unit 50, Level 1	1.574399
						Unit 4, Level A	0.185009
						TOTAL	1.759408
107	Pouladi	\$905,000.00	\$14,663.79	\$1,906.29	\$16,570.08	Unit 53, Level 1	1.610424
						Unit 9, Level A	0.185009
						Unit 98, Level A	0.055373
						Unit 99, Level A	0.055373
						TOTAL	1.906179
108	Shin	\$865,000.00	\$14,392.55	\$1,871.03	\$16,263.58	Unit 54, Level 1	1.575165
						Unit 11, Level A	0.185009
						Unit 87, Level A	0.055373
						Unit 88, Level A	0.055373
						TOTAL	1.870920
109	Lee	\$875,000.00	\$14,520.85	\$1,887.71	\$16,408.56	Unit 55, Level 1	1.647216
						Unit 13, Level A	0.185009
						Unit 83, Level A	0.055373
						TOTAL	1.887598
111	Gill	\$845,000.00	\$12,154.92	\$1,580.14	\$13,735.06	Unit 42, Level 1	1.395037
						Unit 1, Level A	0.185009
						TOTAL	1.580046
115	Calixterio Enriquez	\$845,000.00	\$11,606.53	\$1,508.85	\$13,115.38	Unit 44, Level 1	1.323752
						Unit 5, Level A	0.185009
						TOTAL	1.508761
118	Gilbert and Ing	\$845,000.00	\$13,277.36	\$1,726.06	\$15,003.42	Unit 47, Level 1	1.355945
						Unit 10, Level A	0.185009
						Unit 20, Level A	0.185009
						TOTAL	1.725963
119	Nazim	\$875,000.00	\$11,807.02	\$1,534.91	\$13,341.93	Unit 48, Level 1	1.349813
						Unit 12, Level A	0.185009
						TOTAL	1.534822
201	Shemesh	\$875,000.00	\$13,805.95	\$1,794.77	\$15,600.72	Unit 31, Level 1	1.609658
						Unit 57, Level A	0.185009
						TOTAL	1.794667

205	Kevin Shin	\$865,000.00	\$13,888.50	\$1,805.51	\$15,694.01	Unit 34, Level 1 Unit 54, Level A TOTAL	1.620389 0.185009 1.805398
209	Tang	\$864,990.00	\$13,917.77	\$1,809.31	\$15,727.08	Unit 22, Level 1 Unit 66, Level A Unit 67, Level A Unit 68, Level A Unit 69, Level A Unit 70, Level A TOTAL	1.402702 0.185009 0.055373 0.055373 0.055373 0.055373 1.809203
210	Allan Shin	\$845,000.00	\$12,420.26	\$1,614.63	\$14,034.89	Unit 23, Level 1 Unit 51, Level A TOTAL	1.429529 0.185009 1.614538
301	Wong and Luu	\$870,000.00	\$12,747.41	\$1,657.16	\$14,404.57	Unit 35, Level 1 Unit 15, Level A Unit 84, Level A Unit 85, Level A TOTAL	1.361310 0.185009 0.055373 0.055373 1.657065
302	Bryans	\$845,000.00	\$13,922.93	\$1,809.98	\$15,732.91	Unit 36, Level 1 Unit 16, Level A Unit 25, Level A Unit 86, Level A Unit 94, Level A TOTAL	1.329117 0.185009 0.185009 0.055373 0.055373 1.809881
303	Law and Dao	\$845,000.00	\$11,830.60	\$1,537.98	\$13,368.58	Unit 37, Level 1 Unit 17, Level A TOTAL	1.352879 0.185009 1.537888
306	Wright (Brooks)	\$845,000.00	\$12,623.16	\$1,641.01	\$14,264.17	Unit 38, Level 1 Unit 14, Level A Unit 102, Level A TOTAL	1.382006 0.185009 0.073899 1.640914
308	Savoie	\$845,000.00	\$11,653.71	\$1,514.98	\$13,168.69	Unit 40, Level 1 Unit 21, Level A TOTAL	1.329884 0.185009 1.514893

318	Tiwari	\$854,000.00	\$14,209.02	\$1,847.17	\$16,056.19	Unit 29, Level 1 Unit 32, Level A Unit 33, Level A TOTAL	1.477053 0.185009 0.185009 1.847071
503	Nazim	\$1,300,000.00	\$14,837.86	\$1,928.92	\$16,766.78	Unit 3, Level 1 Unit 59, Level A TOTAL	1.743797 0.185009 1.928806
506	Geggie Burrows	\$954,000.00	\$14,831.96	\$1,928.15	\$16,760.11	Unit 5, Level 1 Unit 56, Level A TOTAL	1.743030 0.185009 1.928039
507	Ross	\$954,000.00	\$14,831.96	\$1,928.15	\$16,760.11	Unit 6, Level 1 Unit 55, Level A TOTAL	1.743030 0.185009 1.928039
508	Pan	\$934,900.00	\$14,831.96	\$1,928.15	\$16,760.11	Unit 7, Level 1 Unit 53, Level A TOTAL	1.743030 0.185009 1.928039
509	Morris and Posner	\$954,000.00	\$14,831.96	\$1,928.15	\$16,760.11	Unit 8, Level 1 Unit 52, Level A TOTAL	1.743030 0.185009 1.928039
515	Lee	\$934,900.00	\$15,321.36	\$1,991.78	\$17,313.14	Unit 10, Level 1 Unit 48, Level A TOTAL	1.806649 0.185009 1.991658
516	Poon	\$934,900.00	\$14,837.86	\$1,928.92	\$16,766.78	Unit 11, Level 1 Unit 47, Level A TOTAL	1.743797 0.185009 1.928806
518	Kafka and Smith	\$934,900.00	\$15,263.83	\$1,984.30	\$17,248.13	Unit 13, Level 1 Unit 44, Level A Unit 79, Level A TOTAL	1.743797 0.185009 0.055373 1.984179
519	Joong Shin	\$934,900.00	\$14,837.86	\$1,928.92	\$16,766.78	Unit 14, Level 1 Unit 42, Level A TOTAL	1.743797 0.185009 1.928806

520	Aird and Guindo	\$934,900.00	\$14,837.86	\$1,928.92	\$16,766.78	Unit 15, Level 1 Unit 41, Level A TOTAL	1.743797 0.185009 1.928806
522	Montone-Lyon	\$944,900.00	\$14,820.16	\$1,926.62	\$16,746.78	Unit 17, Level 1 Unit 38, Level A TOTAL	1.741496 0.185009 1.926505
525	Lai	\$934,900.00	\$16,632.51	\$2,162.23	\$18,794.74	Unit 19, Level 1 Unit 35, Level A Unit 37, Level A TOTAL	1.792086 0.185009 0.185009 2.162104

\* APS amount represents only the residential unit component of the purchase price, and does not include the purchase of extra parking units or bicycle storage units.

\*\* The % interest in common elements is based on Schedule D of the Declaration. However, the % interest in common elements for parking units used by the Construction Receiver's counsel in calculating the park levy in the statements of adjustment was inadvertently slightly understated. Counsel used 0.1850009% in the SOA vs. 0.185009% in Schedule D of the Declaration.

**CANADIAN IMPERIAL BANK OF COMMERCE** v. **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.**  
Applicant

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.**  
Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**JOINT BOOK OF DOCUMENTS  
(Re: Parks Levy Determination)  
Returnable June 19, 2019**

**BLAKE, CASSELS & GRAYDON LLP**

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Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.