

OFFICE SCHEDULE

CE 278123
CERTIFICATE OF RECEIPT
RECEPTISSE
ESSEX (12) WINDSOR

JUN 19 2007 08:39


LAND REGISTRAR/REGISTRATEUR

DECLARATION

**CONDOMINIUM
ACT, 1998**

~~ESSEX~~ STANDARD CONDOMINIUM PLAN NO. 122

NEW PROPERTY IDENTIFIER'S BLOCK 01872

RECENTLY: 01203 -0437

DECLARANT: PORTOFINO CORPORATION

SOLICITOR: JERRY L GOLDBERG

MILLER, CANFIELD

ADDRESS:

200-443 OUELLETTE AVENUE

WINDSOR, ON

N9A 6R4

PHONE: (519) 561-7408
(519) 977-1555

FAX: (519) 977-1566

No. OF UNITS 168

FEES: \$70.00 + (\$5.00 x (number of unit)) = \$910.00



Document General

Do Process Software Ltd. • (416) 322-6111

129020-118.d/JLG/daw

D

Form 4 — Land Registration Reform Act

FOR OFFICE USE ONLY

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 37 pages
(3) Property Identifier(s) 01203 - 0437	Block Property	Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document CONDOMINIUM DECLARATION		
(5) Consideration Dollars \$		
(6) Description Lot 1, Registered Plan 392 and Part of Lot 73, Concession 1 City of Windsor, County of Essex Designated as Part 1 on Plan 12R-17829		
Executions	Additional: See Schedule <input type="checkbox"/>	(7) This Document Contains:
		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>
		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule

(8) This Document provides as follows:
See Condominium Declaration attached hereto.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s) PORTOFINO CORPORATION by Its Solicitors MILLER, CANFIELD, PADDOCK and STONE, LLP	Signature(s) 	Date of Signature Y M D 2007 05 09
Per: Jerry L. Goldberg		

(11) Address for Service 695 Front Road North, Amherstburg, Ontario N9V 2V6

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property Portofino Condominiums 1225 Riverside Drive West Windsor, Ontario N9A 0A2	(15) Document Prepared by: Jerry L. Goldberg Miller, Canfield, Paddock and Stone, LLP Barristers and Solicitors 200 - 443 Ouellette Avenue Windsor, Ontario N9A 6R4	Fees and Tax Registration Fee Total
---	--	---

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS declaration (hereinafter referred to as this or the "Declaration") is made and executed pursuant to the provision of The Condominium Act, 1998, S.O. 1998, c. 19, as amended, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), by:

PORTOFINO CORPORATION

a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "Declarant");

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Windsor, in the County of Essex, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with Section 2 of the Act (hereinafter referred to as the "Description"), and which lands are sometimes hereinafter referred to as the "Real Property" or the "Lands";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **123 Dwelling Units and 43 Parking Units on Level One and 2 Storage Units on Level A;**

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act, and that the registration of this Declaration and the Description will create a freehold standard condominium corporation;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

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

- a) an "**AAI Agreement**" shall mean the agreement that may be entered into by this Condominium with any Owner desiring to make any addition, alteration or improvement to the Common Elements (or to an installation upon the Common Elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the Common Elements under subsection 98(1)(b) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the Owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "**Board**" shall mean the board of directors of this Condominium from time to time;
- c) a "**By-law**" or the "**By-laws**" shall mean by-laws enacted by this Condominium in accordance with the provisions of this Declaration or the Act;
- d) the "**Common Elements**" shall mean all the Property (as hereinafter defined) except the Units;
- e) the "**Common Interest**" shall mean the interest in the Common Elements appurtenant to a Unit;
- f) the "**Condominium**" and/or "**this Condominium**" shall mean the standard condominium corporation created by the registration of this Declaration, and the Description filed concurrently herewith, pursuant to the provisions of the Act;
- g) the "**Dwelling Units**" shall mean Units 1 to 6 both inclusive on Level 1, Units 1 to 5 both inclusive on Level 2, Units 1 to 10 both inclusive on Level 3, Units 1 to 10 both inclusive on Level 4, Units 1 to 10 both inclusive on Level 5, Units 1 to 10 both inclusive on Level 6, Units 1 to 10 both inclusive on Level 7, Units 1 to 10 both inclusive on Level 8, Units 1 to 8 both inclusive on Level 9, Units 1 to 8 both inclusive on Level 10, Units 1 to 8 both inclusive on Level 11, Units 1 to 6 both inclusive on Level 12, Units 1 to 6 both inclusive on Level 13, Units 1 to 6 both inclusive on Level 14, Units 1 to 5 both inclusive on Level 15 and Units 1 to 5 both inclusive on Level 16, all of this Condominium;
- h) the "**Governmental Authorities**" shall mean the City of Windsor, the County of Essex, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
- i) the "**Guest Suites**" shall mean the single bedroom suites, located on Levels 15 and 16, each having a three piece washroom and a closet, and intended to be used solely for the purposes set out in this Declaration;
- j) an "**Owner**" shall mean the owner or owners of the freehold estate in a Unit and its appurtenant Common Interests (and save as otherwise hereinafter expressly provided to the contrary, the term "Owner" includes the Declarant with respect to any Units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity), but does not include a mortgagee unless in possession;

- k) the **"Parking Units"** shall mean Units 7 to 49, both inclusive, on Level 1, all of this within the Condominium;
- l) the **"Property"** shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the Description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the Common Elements after the registration of this Declaration;
- m) the **"Rules"** shall mean the rules passed by the Board, and becoming effective in accordance with the provisions of section 58 of the Act;
- n) a **"Unit"** shall mean a part of the Lands included in the description and designated as a unit by the Description, and shall comprise the space enclosed by its boundaries and all the material parts of the said Lands within such space, in accordance with this Declaration and the Description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in Section 5 of this Declaration. For greater certainty, the definition of a **"Unit"**, insofar as it relates to the duty to maintain (pursuant to Section 90 of the Act) and the duty to repair (pursuant to Section 89 of the Act) as provided or stipulated in this Declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this Declaration, provided that same are described in the schedule delivered by the Declarant to the Condominium pursuant to subsection 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a By-law hereafter enacted by the Condominium under subsection 56(1)(h) of the Act.

Section 2 - Statement of Intention

The Lands described in Schedule "A" annexed hereto, and in the Description filed concurrently herewith, together with all interest appurtenant thereto, shall be governed by the Act.

Section 3 - Statement Confirming the Type of Condominium Created

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

Section 4 - Consent of Outstanding Mortgages

The consent of every person having a registered mortgage or charge against the Real Property (or any interests appurtenant thereto) is contained in Schedule "B" annexed hereto.

Section 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of the Units, as set forth in Schedule "C" annexed hereto. Notwithstanding the boundaries of any Unit set out in Schedule "C" annexed hereto, and notwithstanding anything else provided in this Declaration to the contrary, and except as otherwise indicated in the Description, it is expressly stipulated and declared that:

- a) **each Dwelling Unit shall include** heating, ventilation or air conditioning equipment and all fixtures and pipes leading from the shut-off valve located on the main riser, which services the air conditioning and heating equipment, and any outlet, fixture or facility with respect to any such service or utility and which serves the Unit only, whether such equipment, fixtures, pipes, outlets or facilities are located within or outside the boundaries of the Unit;
- b) **each Dwelling Unit shall exclude:**
 - i) any concrete floor slab, load bearing columns, structural member of load bearing partitions and insulation and/or vapour barriers contained within the Unit; and
 - ii) any pipe, wire, cable, conduit, duct, flue, exhaust vent, shaft of public utility line used for power, cable television, water, heating, air conditioning or drainage which is located within such Unit but provides any services or utility to another Unit or Units or to the Common Elements;
- c) **each Parking Unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit and/or to the Common Elements, and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any Parking Unit;

Section 6 - Common Interest and Common Expense Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each Unit number in Schedule "D" annexed hereto. The total of the proportions of the Common Interests and of the common expenses shall each be one hundred (100%) percent.

Section 7 - Address for Service, Municipal Address and Mailing Address of the Condominium

The Condominium's address for service shall be:

697 Front Road North
Amherstburg, Ontario
N9V 2V6

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

The Condominium's municipal address and mailing address shall be:

1225 Riverside Drive West
Windsor, Ontario

Section 8 - Exclusive Use Common Elements

The Owners of the Units listed in Schedule "F" annexed hereto shall have the exclusive use and enjoyment of those portions of the Common Elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said Units, subject however to such use and enjoyment being regulated by the provisions of the Act, this Declaration and the By-laws and Rules.

Section 9 - Conditions of the Approval Authority

There are no conditions that the approval authority (as defined in subsection 1(1) of the Act) requires this Declaration to mention or include.

Section 10 - Certificate(s) of Architect and/or Engineer(s)

The certificate(s) of the Declarant's architect(s) and/or engineer(s), confirming that the building on the Real Property comprising the Condominium has been constructed in accordance with the regulations made under the Act, is/are contained in Schedule "G" annexed hereto.

Section 11 - Composition of First Board of Directors

Pursuant to the provisions of subsection 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of three (3) persons, and such composition of the Board shall continue until a By-law increasing said number has been duly enacted at any time following the turnover meeting (convened in accordance with the provisions of Section 43 of the Act) in respect of this Condominium.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 12 - Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Condominium, and such other costs and expenses incurred by or on behalf of the Condominium that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration, including without limitation, those specific expenses which are listed in Schedule "E" annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Condominium does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the Owners, the common expenses shall exclude monies required to be raised:

- a) to pay for any undertaking which costs more than \$25,000.00 and which is not required or contemplated by law, of the Act, or by any provision of this Declaration, or in any of the By-laws, or in any agreement(s) binding on the Condominium that is expressly authorized or ratified by any By-law; or
- b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Condominium which is in excess of \$25,000.00, or that increases the outstanding indebtedness of the Condominium to more than \$25,000.00, and which is not required or contemplated by any provision in this Declaration or in any By-law, or in any agreement(s) binding on the Condominium that is expressly authorized or ratified by any By-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the Owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

Section 13 - Payment of Common Expenses

Each Owner shall pay to the Condominium his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Condominium by reason of a breach of any provision in this Declaration or in any By-laws or Rules in force from time to time (or a breach of any provision in any agreement(s) binding on the Condominium that is expressly authorized or ratified by any By-law) committed by any Owner (and/or by members of his or her family, or by anyone residing in the Owner's Unit with the permission of knowledge of the Owner, and/or their respective tenants, invitees or licensees, or by anyone occupying a Guest Suite as a guest of the Owner), including without limitation, the cost of any increase in the Condominium's insurance premiums (and any deductible amount) as contemplated in subsection 16(a) below caused by any Owner (or by those for whose acts such Owner is responsible, at law, in equity or by the provisions of this Declaration) shall be borne and paid for by such Owner, and may be recovered by the Condominium against such Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Condominium similar to the case of common expense arrears).

Section 14 - Reserve Fund

The Condominium shall establish and maintain one or more reserve funds, and shall collect from the Owners, as part of their respective contributions towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the Common Elements and assets

5

of the Condominium, all in accordance with the provisions of the Act. No part of any reserve fund shall be used except for the purposes for which such fund was established. The amount in all reserve funds shall constitute an asset of the Condominium, and shall not be distributed to any Owner(s) except upon the termination of the Condominium, in accordance with the provisions of the Act.

Section 15 - Status Certificate

The Condominium shall provide a status certificate to any requesting party who has paid the fees charged by the Condominium for same, in accordance with the provisions of Section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith.

The Condominium shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant whatsoever.

PART 3 - OCCUPATION AND USE OF THE COMMON ELEMENTS

Section 16 - General Use of the Common Element Areas

- a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use Common Element areas allocated or appurtenant to his or her Unit in Schedule "F" annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the By-laws and Rules, and any agreement(s) binding on the Condominium and expressly authorized or ratified by any By-law. 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:
- i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules, and in any agreement(s) binding on the Condominium and expressly authorized or ratified by any By-law;
 - ii) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
 - iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
 - iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Condominium, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

In the event that the use of the Common Elements or any portion thereof by any Owner (or by the occupants of any Dwelling Unit residing therein with the consent or knowledge of the Owner of said Unit, by anyone occupying a Guest Suite as a guest of the Owner, or by anyone else for whose acts or omissions said Owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Condominium harmless from and against any and all costs, damages, expenses and/or liabilities that the Condominium may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Condominium 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 Condominium for any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Condominium) paid or payable by the Condominium as a result thereof, and all such costs and expenses may be recovered by the Condominium against such Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Condominium against such Owner's Unit, similar to the case of common expense arrears).

- b) No animal, livestock or fowl, other than household domestic pets, not to exceed 25 pounds in weight, are permitted to be on or about the Common Elements, except for ingress to and egress from a Dwelling 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 Dwelling Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger to the residents of the Condominium is permitted to be on or about the Common Elements.
- c) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-law and/or any agreement(s) binding on the Condominium that is expressly authorized or ratified by any By-law.
- d) Save as otherwise provided in this Declaration to the contrary, no owner shall make any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Condominium thereto in accordance with the provisions of the Act.

Section 17 - Declarant's Use of the Common Element Areas

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws 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, 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 Condominium (or any one else acting on behalf of the Condominium) 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 Condominium 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, representatives and/or invitees over the Common Element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of (or elsewhere within the confines of) the Condominium, if any;

until such time as all of the Dwelling Units (or such lesser number as the Declarant may determine or designate in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective Unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of this Condominium.

Section 18 - Use of the Exclusive Use Parking Spaces

Each exclusive use parking space shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Condominium in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "motor vehicle", when used in the context of exclusive use parking spaces, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 2.03 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium, or any portion thereof. The Owner of a Dwelling Unit to which an exclusive use parking space is appurtenant may park one or more vehicles within the boundaries of such exclusive use parking space, provided however that in no instance shall any portion of any motor vehicle parked within an exclusive use parking space protrude beyond the boundaries thereof. The Owner of a Dwelling Unit to which an exclusive use parking space is appurtenant shall maintain such exclusive use parking space in a clean and sightly condition. The Condominium may make provision in its annual budget for the cleaning and sweeping of the exclusive use parking spaces, either in their totality, or in groups of exclusive use parking spaces. The Board may require that all motor vehicles and other items be removed from the exclusive use parking spaces to facilitate the maintenance, repair, cleaning or sweeping of same upon at least ten (10) days notice to the Owners, and the Condominium may cause any motor vehicles or other items not so removed in accordance with such notice to be removed at the Owner's expense. No motor vehicle may be kept parked in an exclusive use parking space that is not roadworthy, and no motor vehicle may be repaired or maintained in or about an exclusive use parking space, other than to the extent necessary to remove the vehicle therefrom.

Section 19 - Use of the Visitor Parking Spaces

Save as hereinafter otherwise provided to the contrary, each of the visitor parking spaces (comprising part of the Common Elements situate on Level 1 of this Condominium) shall be used only by the respective visitors and guests of the Owners, residents and tenants of the Dwelling Units, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. Notwithstanding the foregoing to the contrary, the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective Unit purchasers shall together have the right to use any and all of the surface visitor parking spaces, either individually or as a block of visitor parking spaces (with any such block to be designated by the Declarant in its sole, unfettered, unchallenged and unreviewable discretion), which right shall cease forthwith upon the sale of all Dwelling Units owned by the Declarant. None of the visitor parking spaces shall be assigned, leased or sold to any Owner(s) or to any other party or parties, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 2.03 metres in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreation vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any

construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium, or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the Units and/or Common Elements. The use and operation of the visitor parking spaces shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of the Condominium, if any. The Board may require that all motor vehicles and other items be removed from the visitor parking spaces to facilitate the maintenance, repair, cleaning or sweeping of same upon at least ten (10) days notice to the Owners, and the Condominium may cause any motor vehicles or other items not so removed in accordance with such notice to be removed at the Owner's expense. No motor vehicle may be kept parked in a visitor parking space that is not roadworthy and currently licenced for operation on the public highways, bearing a current licence plate, and no motor vehicle may be repaired or maintained in or about a visitor parking space, other than to the extent necessary to remove the vehicle therefrom.

Section 20 - Use of the Exclusive Use Storage Spaces

Each exclusive use storage space shall be used and occupied for storage purposes, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other Owners, nor to any of the other Units or Common Elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the Rules in force from time to time. The Board may, from time to time, restrict the categories of items that may be stored or used in such exclusive use storage spaces, and which (in the opinion of the Board, acting reasonably) may cause a nuisance or danger to the other Unit Owners, the Units and/or the Common Elements. However, the Declarant shall not be prevented from storing any items within (or using) any exclusive use storage space appurtenant to any Dwelling Unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities. The Board may require that all items be removed from the exclusive use storage spaces to facilitate the maintenance, repair or cleaning of same upon at least ten (10) days notice to the Owners, and the Condominium may cause any items not so removed in accordance with such notice to be removed at the Owner's expense.

Section 21 - Use of the Exclusive Use Balconies and Patios

No flag, banner, sheet, slogan, sign, antenna, clothesline or other item may be attached to or hung from any exclusive use balcony or patio area, nor from any railing or other barrier or divider surrounding or enclosing the same. No barbeque or other cooking device nor any fire of any sort shall be permitted on any exclusive use balcony or patio area.

Section 22 - Use of the Exclusive Use Air Conditioner Condenser Apparatus Spaces

Each exclusive use air conditioner condenser apparatus space shall be used only for the purpose of accommodating the air conditioner condenser apparatus serving the Dwelling Unit to which it is appurtenant. The Board may, from time to time, restrict the type, style, make, model and design of the equipment that may be located in such exclusive use air conditioner condenser apparatus space, with a view toward maintaining a uniform appearance and standard level of quality in the Condominium.

Section 23 - Use of the Guest Suites

Subject to any contrary rule or regulation passed by the Board, the guest suites in this Condominium shall only be used to provide overnight accommodation for the guests of the Owners and/or tenants of the Dwelling Units, and a damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each night of occupancy thereof, in accordance with the Rules and regulations passed by the Board from time to time in connection therewith. The use of the guest suites shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and any agreement(s) entered into by the Condominium with any management/cleaning firm pertaining to same, and shall also be governed by the Rules and regulations of the Condominium in force from time to time.

Section 24 - Use of the Recreation Facilities

- a) The party room/lounge shall only be used to accommodate the parties and/or meetings which are convened or arranged by (and which benefit) the Declarant (while it owns any Unit in the Condominium), or the Owners and/or tenants of the Dwelling Units. The use of the party room/lounge shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the Rules and regulations of the Condominium in force from time to time. A damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each day/night or use or occupancy of the party room/lounge, in accordance with the Rules and regulations passed by the Board from time to time in connection therewith. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of all guests or attendees of such parties or meetings (as the case may be) may be levied by the Board from time to time, in its sole discretion. However, no damage deposit, service/cleaning charge or security charge shall be paid or posted by the Declarant, nor paid or posted with respect to any meetings of the Board and/or the Unit Owners convened for the purposes of formally conducting the business and affairs of this Condominium.
- b) Other areas of the recreational facilities (e.g. the whirlpool, change rooms, saunas, exercise room, games room and rooftop patios) shall be used for general and recreational purposes as are consistent with such facilities and/or the amenities situate therein.
- c) The foregoing provisions of this Section 24 are subject to the overriding right of the Condominium to enact Rules or regulations restricting, broadening or regulating the permitted uses of the various portions of the recreation facilities.

Section 25 - Use of the Lobbies

The lobbies shall be used by the Owners of Dwelling Units (and their respective tenants, occupants, licensees

and invitees) for the purpose of pedestrian ingress and egress to and from the Dwelling Units as well as for any other purpose permitted by the Declarant or the Board. The foregoing shall not limit the ability of the Board from allowing a concierge and/or security staff from occupying a concierge desk in either of both of the lobbies for the purposes for which it is customarily used.

Section 26 - Restricted Access or Use of Common Elements

Save as otherwise specifically provided in this Declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the Board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Condominium) shall have any right of access to any part of the Common Elements designated or used from time to time as a superintendent suite, utilities area, service room, equipment room, building maintenance or storage area, garbage storage or recycling area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, and any area used for operating or storing the machinery of the Condominium, any portion of the roof comprising part of the Common Elements of this Condominium (other than the designated rooftop amenity area), or any other parts of the Common Elements used for the care, maintenance or repair of the Condominium's property generally. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the Dwelling Units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Condominium or its property manager.

Section 27 - Modification of Common Elements, Assets and Services

a) **General Prohibition**

Save as otherwise specifically provided in this Declaration to the contrary, no Owner shall make any change or alteration to the Common Elements (or to an installation upon the Common Elements), nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining or repairing those parts of the Common Elements that he or she has a duty to maintain or repair in accordance with the provisions of this Declaration), without obtaining the prior written approval of the condominium in accordance with the Act, and correspondingly entering into an AAI Agreement with the Condominium in respect of any proposed addition, alteration or improvement to the Common Elements in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no Owner shall erect or install any type of balcony or patio enclosure or privacy screen/fence upon any portion of the Common Elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such Owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the Board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Condominium.

b) **Substantial Additions, Alterations or Improvements**

The Condominium may make any substantial addition, alteration or improvement to (or renovation of) the Common Elements or any portion thereof, or any substantial change in the assets of the condominium, or any substantial change(s) in the service(s) that the Condominium provides to the Owners, only upon obtaining the affirmative vote of Owners thereto who own at least sixty-six and two-thirds (66 2/3%) percent of the Units, at a meeting duly called for such purpose, in accordance with the provisions of subsections 97(4) and (5) of the Act.

c) **Non-Substantial Additions, Alteration or Improvements**

The Condominium may make any non-substantial addition, alteration or improvement to (or renovation of) the Common Elements or any portion thereof, or may make any non-substantial change to the assets of the Condominium, or any non-substantial change(s) in any service(s) that the Condominium provides to the Owners, in accordance with the provisions of subsections 97(2) and (3) of the Act.

d) **Determining Whether any Addition, Alteration or Improvement is Substantial**

Whether any addition, alteration or improvement to (or renovation of) the Common Elements, or any change in the assets of the Condominium, or any change in any service provided by the Condominium to the Owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of subsection 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Condominium makes (whether substantial or otherwise) shall form part of the common expenses.

e) **As-Built Drawings**

A copy of the complete set of "as-built" architectural and structural plans and specification for the building(s) comprising this Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the Common Elements or any portion thereof (or to any Units(s)) which required the prior written approval of the Board, shall be maintained in the office of the Condominium or its property manager at all times, or at such other place as the Board shall from time to time determine by resolution, for the use of the Condominium in rebuilding or repairing any damage to the building(s), Units and Common Elements (or any portion thereof), and for the use of any Owner or mortgagee of a Unit in rebuilding or repairing any damage to any Unit and/or exclusive use Common Element area appurtenant thereto.

PART 4 - OWNERSHIP OF UNITS

Section 28 - Restrictions on Parking Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and save and except for

any Parking Units owned by the Declarant or the Condominium, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Unit shall be subject to the following restrictions and limitations, namely:

- i) no one shall retain ownership of any Parking Unit after he or she has sold and conveyed title to his or her Dwelling Unit;
 - ii) any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, or to the Condominium, or to any Owner of a Dwelling Unit;
 - iii) any lease of any Parking Unit shall be made only to the Declarant, or to the Condominium, or to any Owner or tenant of a Dwelling Unit, provided however that if any Parking Unit is so leased to a tenant of a Dwelling Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit;
 - iv) where any Parking Unit is leased to an Owner of a Dwelling Unit, then upon the sale, transfer, assignment or other conveyance of the lessee's Dwelling Unit, the lease in respect of such Parking Unit shall also be assigned by the said lessee to the transferee or new Owner of such Dwelling Unit, within thirty (30) days of the registration of the transfer of title to the said Dwelling Unit, failing which the lease of such Parking Unit shall be automatically terminated and be of no further force or effect, and the Parking Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
 - v) where the lessee of a Parking Unit is an Owner of a Dwelling Unit, and such lessee is deprived of possession and/or ownership of his or her Dwelling Unit through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against the said Dwelling Unit, then the lease in respect of such Parking Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Parking Unit which is subject to such lease shall automatically revert to the lessor thereof.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

PART 5 - OCCUPATION AND USE OF UNITS

Section 29 - General Use

- a) No Unit shall be occupied or used by any Owner, or by 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), nor in any manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, nor in any manner which might affect the structural integrity of any Unit and/or the Common Elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Condominium or otherwise referred to in this Declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Condominium, nor in such a manner as to lead to a breach by any Owner (or by the Condominium) of any provision of this Declaration, the By-laws or Rules, and/or any agreement(s) binding on the Condominium and expressly authorized or ratified by any By-law. In the event that the use of a Unit made by any Owner (and/or by such Owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such Owner is responsible at law, in equity or by this Declaration, causes injury to any person, or causes damage to such Owner's Unit and/or to any other Units(s) or to any part of the Common Elements, or results in the premium of any insurance policy obtained or maintained by the Condominium being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the condominium, or results in any such policy being canceled, then such Owner shall fully indemnify and save the Condominium harmless from and against all costs, claims, damages and/or liabilities that the Condominium may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Condominium for all costs and expenses incurred to fully redress or rectify any such injury or damage (including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Condominium in the collection of any of the aforementioned costs, on a solicitor and client basis), on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Condominium against such Owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Condominium against such Owner's Unit, similar to the case of common expense arrears).
- b) The Owner of each Unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her Unit to comply) with the provisions of the Act, this Declaration, the By-laws and Rules, and any agreement(s) binding on the Condominium or expressly authorized or ratified by any By-law.
- c) In the event the Board determines, in its sole discretion, acting reasonably, that any noise is being transmitted to another Dwelling Unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Dwelling Unit is adjacent to or wherever situated in relation to the offending Dwelling Unit), then the Owner of such Dwelling Unit shall at his or her own expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. In the event

the Owner of such Dwelling Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise and the Owner shall be liable to the Condominium for all expenses incurred by the Condominium in abating the noise, which expenses are to include solicitor's fees on a solicitor and his or her own client basis, together with all disbursements and taxes, and which shall be deemed to be additional contributions to the common expenses and recoverable as such.

- d) Save as otherwise expressly provided in this Declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her Unit, without the prior written consent of the Condominium, on the express understanding that such consent shall be in the sole and unfettered discretion of the Board and may be subject to such terms and conditions as the Board may determine or impose from time to time. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural 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 for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:
- i) adversely affect the structural integrity of the Unit or any other Unit(s);
 - ii) detract from or unreasonably interfere with the use or enjoyment of any other Unit(s) by the respective Owner(s) or occupant(s) of same;
 - iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;
 - iv) increase the insurance premiums relating to any policy of insurance maintained by the Condominium;
 - v) obstruct access to any utility easement(s) or public service(s);
 - vi) encroach upon the Common Elements (except in a minor way, if at all), nor upon or with respect to any other Units(s);
 - vii) alter the grading of the Real Property (or any portion thereof), nor obstruct any drainage pattern(s) of the Real Property; and
 - viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or of any provisions of any agreement(s) or restrictions(s) binding on the Condominium.

Section 30 - Use of the Dwelling Units

- a) Each Dwelling Unit shall be occupied and used only for residential purposes, in accordance with the provisions of the applicable zoning by-law of the Governmental Authorities, and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict:
- i) the Declarant from completing the building(s) situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the Dwelling Units from utilizing such Units for the purpose of creating and/or maintaining therein one or more marketing/sales/construction/customer service offices, as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion), until such time as all of the Dwelling Units (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective Unit purchasers thereof; and
 - ii) any Owner, or a property manager acting on behalf of any Owner or group of Owners, from leasing or renting any Dwelling Unit(s) from time to time, for any duration, on any number of occasions and whether in a furnished or unfurnished state.
- b) No tinted, coloured, mirrored or foil-lined interior window treatments shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
- c) No animal, livestock or fowl of any kind other than general household domestic pets, including cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Condominium. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger to the residents of the Condominium, shall be permitted in any Unit.

Section 31 - Use of Parking Units

Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Condominium in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "motor vehicle", when used in the context of Parking Units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or

truck not exceeding 2.03 metres in height, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium, or any portion thereof. The Owner of a Parking Unit may park one or more vehicles within the boundaries of such Parking Unit, provided however that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries thereof, nor encroach upon any portion of the Common Elements. The Owner of a Parking Unit shall maintain such Unit in a clean and slightly condition. The Condominium may make provision in its annual budget for the cleaning and sweeping of the Parking Units, either in their totality, or in groups of Parking Units. The Board may require that all motor vehicles and other items be removed from the Parking Units to facilitate the maintenance, repair, cleaning or sweeping of same upon at least ten (10) days notice to the Owners, and the Condominium may cause any motor vehicles or other items not so removed in accordance with such notice to be removed at the Owner's expense. No motor vehicle may be kept parked in a Parking Unit that is not roadworthy, and no motor vehicle may be repaired or maintained in or about a Parking Unit, other than to the extent necessary to remove the vehicle therefrom.

Section 32 - Temporary Model Suites

At the time of registration, several unsold Dwelling Units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and the Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the Common Elements for access to and egress from said model suits. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the Common Elements (and/or within such Units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all Dwelling Units in the Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective Unit purchasers thereof.

PART 6 - LEASING OF UNITS

Section 33 - Notification of Lease

- a) In accordance with the provisions of Section 83 of the Act, where the Owner of a Unit leases his or her Unit, or renews a lease in respect of his or her Unit, the Owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
 - i) notify the Condominium in writing that the Unit has been leased;
 - ii) provide the Condominium with the lessee's name, the Owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by Section 40 of O. Reg. 49/01 under the Act; and
 - iii) provide the lessee with a copy of this Declaration, along with copies of the By-laws and Rules.
- b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Condominium in writing of same.
- c) In addition to the foregoing requirements, no Owner, other than the Declarant, shall lease his or her Unit unless such Owner first delivers to the Condominium a binding covenant or agreement signed by the tenant in favour of the Condominium to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with The Condominium Act, 1998, S.O. 1998, as amended, as well as the Declaration, By-laws and Rules of the Condominium Corporation 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, 1998, S.O. 1998, as amended."

Section 34 - Tenant's Liability

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

Section 35 - Owner's Liability

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 obligations shall be joint and several with his or her tenant.

PART 7 - MAINTENANCE AND REPAIRS

Section 36 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this Declaration to the contrary, each Owner shall maintain his or her Unit, and, subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at such Owner's sole cost and expense, save and except for any requisite repair after normal wear and tear (which is included or encompassed within the obligation to maintain, by virtue of subsection 90(2) of the Act) and/or any repair of damage, for which the cost of repair is recovered under any policy of insurance held or maintained by the Condominium, in which case the Condominium shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged Unit (excluding, however, any and all improvements made to the

damaged Unit, as determined by reference to a standard Unit for the class of Unit to which the Unit belongs, as more particularly described in a By-law made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Condominium at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the Board has not yet enacted any such By-law).

- b) In accordance with the provisions of Section 92 of the Act, the Condominium shall make any repairs that any Owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such Owner by the Condominium. In such event, the said Owner shall be deemed to have consented to having repairs done to his or her Unit by the Condominium, and shall reimburse the Condominium in full for the cost of such repairs, including any legal fees and collection costs incurred by the Condominium in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly not in advance, until paid by said Owner. The Condominium may collect such costs in one or more instalments (as the Board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Condominium thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Condominium similar to the case of common expense arrears).
- c) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any other Unit(s), and to the Common Elements, which are caused by the failure of such Owner to maintain and repair his or her Unit in accordance with the provisions of this Declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Condominium, provided however that any such Owner who has failed to so maintain or repair his or her Unit shall nevertheless be responsible for fully reimbursing the Condominium forthwith for any insurance deductible amount paid or payable by or on behalf of the Condominium in connection with any insured claim submitted or pursued in respect of any such damages.
- d) No tinted, coloured, mirrored or foil-lined interior window treatments shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
- e) In addition to the requirements of Section 123 of the Act (which are imposed upon the Condominium when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act), the Condominium shall deliver, by registered mail to all mortgagees who have notified the Condominium of their interest in any Unit (and of their corresponding entitlement to exercise the right of the Unit Owner to vote), notice that substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.
- f) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a Unit Owner is responsible (pursuant to the provisions of this Declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such Owner's Unit (or any exclusive use Common Element areas appurtenant thereto), or alternatively where the Condominium is responsible (pursuant to the foregoing provisions of this Declaration) for the maintenance or repair of any portion of such Owner's Unit, then in either of such circumstances, such Owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Condominium of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such Owner's Unit (and to any exclusive use Common Element areas appurtenant thereto) to the Condominium's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Condominium's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such Owner (unless the Condominium was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the Owner is solely responsible for the cost of any maintenance or repair work undertaken by the Condominium's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Condominium shall invoice such Owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the Unit Owner shall forthwith pay same to the Condominium, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such Owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with all corresponding lien rights in favour of the Condominium similar to the case of common expense arrears).

Section 37 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided in this Declaration to the contrary, the Condominium shall maintain, and repair after damage, the Common Elements, other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any Unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Condominium's duty to maintain and repair the Common Elements shall extend to all outdoor landscaping within any non-exclusive use Common Element areas (including grass cutting, trimming, fertilizing, weed control and watering), and to all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real

Property, and to the exterior surfaces of doors which provide access to the Units, and to exterior door frames, exterior window frames and all exterior surfaces of windows (except for the maintenance of the exterior surfaces of windows within any Units accessible by balconies or patios, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected Unit Owner).

- b) Notwithstanding anything provided in Section 37(a) hereof to the contrary, it is understood and agreed that each Owner:
- i) shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Dwelling Unit;
 - ii) having exclusive use of any balcony area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and repair of all tile or other floor covering thereon, and may install or replace any tile or floor covering within such balcony areas, provided such Owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:
 - A) any such tile or floor covering is impermeable to water, or bonded to the concrete balcony floor so as to prevent water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);
 - B) details of the installation of such tile or floor covering are supplied by the Unit Owner to the Board, and such installation has been duly approved by the Board, or alternatively, such proposed tile or floor covering has been approved for installation by the Declarant's original design engineer (at the expense of the Unit Owner), with such approval being confirmed in writing and addressed and delivered to the Board; and
 - C) in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the Common Elements, then the cost of such removal and/or replacement shall be borne solely by the affected Unit Owner;
 - iii) having exclusive use of any patio area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install or replace any tile or floor covering within such patio area;
 - iv) having exclusive use of any balcony or patio area, shall not alter or repair said balcony or patio area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium, which consent shall not be arbitrarily withheld;
 - v) having the exclusive use of a balcony on which a fireplace vent is located, shall be prohibited from taking any step to prevent the free flow of air from any vent located on or in the vicinity of the balcony; and
 - vi) having the exclusive use of an air conditioner condenser apparatus space, shall be responsible for the maintenance of all equipment located thereon that services the Owner's Dwelling Unit.
- c) Notwithstanding anything provided in Section 37(a) hereof to the contrary, it is understood and agreed that every Owner of a Dwelling Unit having the exclusive use of a patio area appurtenant to (or allocated to) his or her Dwelling Unit pursuant to the provisions of Schedule "F" to this Declaration, shall be responsible for the maintenance and repair of all interlocking stones, concrete slabs, paved stones, tiles, planter boxes, and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use patio area, provided however that the Condominium shall be responsible for the maintenance and repair of any privacy fences, walls or gates separating such patio area from the general Common Elements of the Condominium.
- d) No addition, alteration, maintenance or repair work which, if implemented by any Owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, tiles and/or privacy fencing installed by the Declarant upon or within any portion of the Common Elements, whether in the course of carrying out such Owner's maintenance and repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Condominium, which consent shall not be arbitrarily withheld. The Owner effecting or implementing any such addition, alteration, maintenance or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Condominium having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe or other component(s) of the Common Elements, or to any other Unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such Owner, and shall indemnify and save the Condominium harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any Owner of a Dwelling Unit having an outdoor patio as a exclusive use Common Element appurtenant thereto, from placing, within the confines of the exclusive use patio area appurtenant thereto, any plants, trees, shrubs or other landscaping materials or features which are growing in one or

more portable self-contained planter boxes, and the consent of the Condominium need not be sought or obtained with respect thereto. However, no Owner of a Dwelling Unit having an outdoor patio as an exclusive use Common Element appurtenant thereto, may plan any plants, trees shrubs or similar items within the confines of the exclusive use outdoor patio area appurtenant thereto (other than in one or more portable self-contained planter boxes) without obtaining the prior written consent of the Condominium, which consent shall not be arbitrarily withheld.

- e) Upon the Condominium's request, each Owner shall provide access to any balcony or patio area set aside for the exclusive use of such Owner, to the Condominium's authorized workers, contractors, agents and/or representatives, for the purposes of facilitating and/or expediting any requisite maintenance and/or repair work to same (or to any other part of the Condominium's property or the building erected on the Lands), including without limitation, for the purposes of facilitating the installation of window-washing equipment thereof, where applicable.
- f) Notwithstanding anything contained in this declaration to the contrary, no one shall bring onto, place, affix, erect or install on or within any balcony or patio area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of the Condominium.
- g) Each Owner shall forthwith reimburse the Condominium for the cost of repairs made by the Condominium to any windows and/or doors serving his or her Dwelling Unit, following damage to same caused by such Owner's negligence or willful misconduct, or caused by the negligence or willful misconduct of the residents, tenants, invitees or licensees of his or her Unit, and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Condominium, then the Owner responsible for such damage as aforesaid shall forthwith reimburse the Condominium for the deductible amount payable under such insurance policy.
- h) Notwithstanding anything contained in this Declaration to the contrary, the Condominium shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into each of the Dwelling Units that were originally installed by the Declarant (and keyed to the Condominium's master key entry system), unless any such lock has been damaged by an Owner, or by such Owner's residents, tenants, invitees or licensees, in which case the Condominium shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected Unit Owner, and any such replacement lock shall likewise be keyed to the Condominium's master key entry system. Without limiting the generality of the other provisions of this Declaration, no one shall be entitled to repair or replace any lock leading directly into any of the Dwelling Units without the prior written approval of the Board, and without having any such replacement lock keyed to the Condominium's master key entry system.
- i) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a Unit Owner is responsible (pursuant to the foregoing provisions of this Declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use Common Element area appurtenant to his or her Dwelling Unit, but which matter, item or component is not fully accessible from or by such Owner's Dwelling Unit or exclusive use balcony or patio or alternatively where the Condominium is responsible (pursuant to the foregoing provisions of this Declaration) for the maintenance or repair of any portion of such Owner's exclusive use Common Element area, then in either of such circumstances, such Owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Condominium of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such Owner's Unit (and to any exclusive use Common Element areas appurtenant thereto) to the Condominium's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Condominium's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such Owner (unless the Condominium was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the Owner is solely responsible for the cost of any maintenance or repair work undertaken by the Condominium's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Condominium shall invoice such Owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the Unit Owner shall forthwith pay same to the Condominium, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such Owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Condominium similar to the case of common expense arrears).
- j) In light of the fact that:
 - i) subsection 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;
 - ii) Sections 93 to 95 inclusive of the Act oblige the Condominium to establish and maintain one or more reserve funds to cover the major repair and replacement of the Common Elements and assets of the Condominium;
 - iii) a Unit Owner who is responsible (pursuant to the foregoing provisions of this Declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use Common Element area appurtenant to his or her Dwelling Unit, may accordingly be liable for any necessary repairs to such matter, item or component once same

has deteriorated in the normal course of use, even though the Condominium may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;

- iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the Unit Owner individually, rather than of the Condominium, could be prejudicial or detrimental to the best interests of the Condominium, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and
- v) Section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while Section 91 of the Act expressly allows the Declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Condominium and any one or more Unit Owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this Declaration to the contrary, in those circumstances where a Unit Owner is responsible (pursuant to the foregoing provisions of this Declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use Common Element area appurtenant to his or her Dwelling Unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Condominium immediately before the earlier of:

- A) the date when such matter, item or component has been damaged (provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the affected Owner (or of such Owner's residents, tenants, invitees and/or licensees), then the Condominium shall attend to the repair or such damage, but such repair shall be carried out at the sole cost and expense of the affected Owner, and the latter shall fully indemnify and save the Condominium harmless from all costs, damages, expenses and/or liabilities incurred by the Condominium in doing so); or
- B) the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the Board from time to time);

whereupon the Condominium shall be solely responsible for the maintenance and repair thereof, and the affected Unit Owner shall correspondingly be obliged in such circumstances to notify the Condominium of such required maintenance or repair work, and the Condominium's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Condominium's sole cost and expense (either as a direct expenditure from the Condominium's reserve fund or otherwise), unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected Owner (or of such Owner's residents, tenants, invitees and/or licensees), in which latter case the entire cost of the repair work shall be borne solely by the affected Owner as hereinbefore provided.

Once the said matter, item or component has been fully repaired, restored or replaced by the Condominium as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected Owner, as previously provided for in this Declaration, subject however to the same automatic shifting of said obligation onto the Condominium at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 8 - INSURANCE

Section 38 - Insurance Maintained by the Condominium

a) All-Risks Insurance

The Condominium shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in subsection 99(2) of the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the Board may from time to time deem advisable, in respect of the Condominium's obligation to repair, and in respect of the Unit Owners' interest in the Units and Common Elements, in connection with any damage to:

- i) the Common Elements, including any improvements or betterments made to the Condominium's recreational facilities and amenities (or any portion thereof) from time to time;
- ii) the personal property owned by the Condominium, but excluding all furnishings, furniture and other personal property supplied or installed by any of the Unit Owners; and
- iii) the Units, except for any improvements or betterments made thereto or acquired by any of the Unit 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 Condominium in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if any 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 Condominium (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 Condominium's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit.

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

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

c) **General Provisions Regarding Policies of Insurance**

The foregoing policy or policies of insurance shall be required to insure the interests of the Condominium and the Unit Owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this Declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

- i) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Condominium's insurance policy, in which case such proceeds shall be payable to the Condominium (or to the person whom the Condominium specifies), and not to the Insurance Trustee;
- ii) waivers of subrogation against the Condominium and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the Unit Owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined);
- iv) waivers of any defense based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Condominium's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the Unit Owner(s); and
- vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 39 - General Provisions Regarding the Condominium's Insurance

- a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Condominium, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Condominium, the Board, and its officers shall have the exclusive right, on behalf of the Condominium and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Condominium, 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 to adjust any loss to his or her Unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of any Owner to vote or to consent to any matters at meetings of Owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Condominium shall be issued as soon as possible to each Owner, and to each mortgagee who has notified the Condominium of his or her interest in any Unit. A notarial or certified copy of all such

policies shall be delivered to each mortgagee who has notified the Condominium of his or her interest in any Unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and to each mortgagee who has notified the Condominium of his or her interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Condominium's insurance coverage shall be kept and maintained in the office of the Condominium (or at the office of the Condominium's property manager, from time to time), available for inspection by any Owner or mortgagee on reasonable notice to the Condominium.

- e) No insured, other than the Condominium, shall be entitled to amend any policy or policies of insurance held or maintained by the Condominium, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this Declaration.

Section 40 - Indemnity Insurance for Directors and Officers of the Condominium

The Condominium shall obtain and maintain insurance for the benefit of all of the directors and officers of the Condominium, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of 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.

Section 41 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the insurance described in the foregoing provisions of this Declaration constitutes the only insurance coverage required to be obtained and maintained by the Condominium, and that the following insurance is strongly recommended to be obtained by each Owner, at his or her sole cost and expense, namely:

- a) Insurance on any additions or improvements made to the Owner's Unit (to the extent that same are not included as part of the standard Unit for the class of Unit to which the Owner's Unit belongs, and correspondingly not covered by the insurance obtained and maintained by the Condominium), together with insurance on any furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his or her Unit, as well as such Owner's personal property and chattels stored elsewhere on the property, including his or her automobiles(s) and/or bicycles(s), as well as insurance for the loss of use and occupancy of the Owner's Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Condominium and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other Unit Owners (and any residents, tenants, invitees or licensees of such other Units), except for any damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals.
- b) Public liability insurance, covering the liability of any Owner (including any resident, tenant, invitee or licensee of such Owner's Unit), to the extent that any damage occasioned to any other Units or to the Common Elements is not covered by any public liability and/or property damage insurance obtained and maintained by the Condominium.
- c) Insurance covering additional living expenses incurred by an Owner, if forced to leave his or her Dwelling Unit by one of the hazards protected against under the Owner's personal insurance policy.
- d) Insurance covering any special assessments levied against an Owner's Unit by the Condominium.
- e) Contingent insurance coverage, in the event that the Condominium's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any Owner.
- f) Insurance covering any deductible amount under the Condominium's master insurance policy, that is payable by an Owner or for which an Owner may be responsible for reimbursing the Condominium.
- g) Any other insurance deemed necessary or desirable by any Owner and his or her insurance advisors.

Section 42 - Indemnification of the Condominium by Owners

Each Owner shall indemnify and save the Condominium harmless from and against any loss, cost, damage, injury or liability which the Condominium may suffer or incur resulting from (or caused by) any deliberate or willful act or omission, or any negligent act or omission, of such Owner (or an any resident, tenant, invitee or licensee of such Owner's Unit, or of anyone else for whose actions or omissions such Owner is in law or in equity responsible) affecting the Common Elements (or any portion thereof), the Owner's Unit and/or any other Unit(s), except for any loss, cost, damage, injury or liability insured against by the Condominium and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Condominium. All payments to be made by any Owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Condominium similar to the case of common expense arrears). Without limiting the generality of the foregoing, and notwithstanding anything contained in this Declaration to the contrary, all costs and expenses (including the Condominium's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis, as well as all applicable disbursements and taxes) incurred by the Condominium by reason of any breach on any provision(s) of the Act, this Declaration, any By-law(s) and/or Rule(s) in force from time to time (including a breach of any agreement binding upon the Condominium and expressly authorized or ratified by any By-law), or by reason of any damage or injury occasioned to any Unit(s) or any portion of the Common Elements, committed by any Unit Owner (or by any resident(s) of such Owner's Unit, and/or by said Owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such Owner is in law or equity

responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Condominium for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Condominium against such Owner's Unit, similar to the case of common expense arrears).

Section 43 - Insurance Trust Agreement

- a) The Condominium shall enter into, and at all times maintain, an insurance trust agreement (hereinafter referred to as the "**Insurance Trust Agreement**") with a trust company registered under The Loan and Trust Corporations Act, R.S.O. 1990, as amended, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinafter referred to as the "**Insurance Trustee**"). Save as hereinafter otherwise provided, the Insurance Trust Agreement shall provide that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Condominium's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Condominium and the Unit Owners to repair or replace any damage occasioned to any Unit(s) and/or the Common Elements (or any portion thereof), in accordance with the provisions of the Act and this Declaration. If substantial damage has occurred to the Condominium (for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in subsection 123(2) of the Act), and the Board has registered a notice terminating the government of the property by or under the Act (following an affirmative vote in favour of terminating the Condominium by Owners of at least eighty(80%) percent of the Units, pursuant to subsection 123(7) of the Act), then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the Owners, in the proportions reflecting their respective interests in the Common Elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Condominium to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective Owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any Owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Condominium against such Owner's Unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the Owner's Unit (in the order of their respective priority). Despite anything contained in this Declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Condominium amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Condominium or to any other person whom the condominium specifies, as expressly provided or contemplated in subsection 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Condominium by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Condominium for the repair or replacement of the damaged Unit(s) and/or Common Element areas(s), as the case may be.
- b) The Insurance Trust Agreement shall commence upon (or be effective from and after) the date of registration of the Condominium, and shall run for a period of twelve (12) months thereafter, and shall be renewed automatically on an annual basis, subject to the overriding right of the Condominium to terminate the Insurance Trust Agreement at any time, by and upon giving at least sixty (60) days written notice to the Insurance Trustee of the termination date (as expressly provided or contemplated in Section 114 of the Act). If the Insurance Trust Agreement is terminated as aforesaid, then the Board shall forthwith cause the Condominium to enter into a new Insurance Trust Agreement with another Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence to serve the Condominium.

PART 10 - DUTIES OF THE CONDOMINIUM

Section 44 - Duties

In addition to any other duties set out elsewhere in this Declaration, and specified in the By-laws, the Condominium shall have the following duties, namely:

- a) To ensure that no actions or steps are taken by or on behalf of the Condominium, or by any Unit Owner, which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Real Property, so as to facilitate the Declarant's satisfaction an any maintenance or repair obligation to the Condominium and the construction and completion of the Condominium, all in accordance with all applicable requirements of the Governmental Authorities;
- b) To ensure that no actions or steps are taken by or on behalf of the Condominium, or by any Unit Owner, or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of the Condominium for the Declarant's marketing/sale/construction programs in connection with the Condominium;
- c) To enter into, abide by, and comply with the terms and provisions of any agreement(s) which are (or may be) registered against the Units and/or Common Elements (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:
- i) any outstanding site plan, servicing and/or development agreement between the Declarant (or its predecessors in title to the Real Property) and any of the Governmental Authorities pertaining to the development of the Real Property and/or the Condominium to be constructed

thereon; and

- ii) any outstanding condominium development agreement (or site work completion agreement) between the Declarant (or its predecessors in title to the Real Property) and any of the Governmental Authorities pertaining, amongst other things, to the maintenance of grading and drainage patterns, emergency fire/access routes, landscaping, and other site completion matters or outstanding municipal concerns generally involving the ongoing operation and maintenance of the Condominium, and/or an Assumption Agreement as hereinafter defined;
- d) To enter into an assumption agreement with the Declarant and any of the Governmental Authorities (referred to herein as the "**Assumption Agreement**"), pursuant to which the Condominium shall formally assume all obligations and liabilities of the Declarant arising under any of the Outstanding Municipal Agreements, including the obligation to maintain all of the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property;
- e) To grant, immediately after the registration of the Declaration, an easement in perpetuity in favour of Enwin Powerlines Ltd. (hereinafter referred to as the "**Hydro Commission**") over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Hydro Commission's power lines (and all necessary appurtenances thereto) in order to facilitate the supply of hydro service to each of the Units in the Condominium;
- f) To grant an easement in perpetuity in favour of Union Gas Ltd. (hereinafter referred to as the "**Gas Company**") over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of the Gas Company's gas lines (and all necessary appurtenances thereto) in order to facilitate the supply of gas service to each of the Units in the Condominium, with each Unit Owner being separately billed or invoiced for all gas services so consumed, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) the agreement with the Gas Company pertaining to the provision of gas service to the Condominium;
- g) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Condominium with any Owner desiring to make any addition, alteration or improvement to any exclusive use Common Element areas appurtenant to such Owner's Dwelling Unit (or to an installation upon the Common Elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected Owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said Owner (even though the Condominium and its authorized agents, representative, employees and retained contractors shall be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such Owner's sole cost, risk and expense), and shall also address or set out any other matters that the Board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act;
- h) To ensure that no actions or steps are taken by or on behalf of the Condominium, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any Unit Owners, from leasing any Dwelling Unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state;
- i) In the event that the Condominium decides to carry out a technical audit of the Units and Common Elements of this Condominium at any time within the first seven years following the date of registration of this Declaration (hereinafter referred to as the "**Technical Audit**"), then the Condominium shall have a duty to:
 - i) permit the Declarant's authorized employees, agents and representatives to accompany (and confer with) the engineer(s) or consultant(s) retained to carry out the Technical Audit for the Condominium (hereinafter referred to as the "**Technical Engineer**"), while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of same; and
 - ii) permit the Declarant's authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Technical Engineer in connection with the Technical Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (by 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 Technical Engineer, prior to the finalization of the Technical Audit;
- j) 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 Condominium's lien arising pursuant to the provisions of Section 85 of the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this Declaration, collectible or recoverable by the Condominium against such Owner in the same manner as common expenses);
- k) To ensure that no actions or steps are taken by the Condominium, or by any Unit Owner to remove,

relocate, tarnish, deface, damage or alter (in any way or manner) any signage installed by the Declarant on the outdoor Common Elements of the Condominium;

- l) To ensure that any fireplace vent or fireplace duct which may be located in, on, or in the immediate vicinity of any exclusive use balcony area shall not be blocked or obstructed by any Unit Owner; and
- m) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant, including without limitation, the logo or hallmark of Portofino Riverside Tower Inc.) Which has been permanently installed or affixed by the Declarant within the Common Elements of the Condominium, and to ensure that no actions or steps are taken by the Condominium (or by any Unit Owners) to remove, relocate, tarnish, deface, damage or alter in any way or manner the aforementioned logo or hallmark.

PART 10 - UNION GAS EASEMENT

Section 45 - Easement

The Condominium Corporation, as a result of requesting Union Gas to supply the Condominium with natural gas, hereby grants to Union Gas a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the common elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said common elements, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which Union Gas may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the property and to any buildings or other sources of outlet from time to time existing upon the property, together with the right of free uninterrupted and unobstructed access to the said property, and sources of outlet for Union Gas, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for, or incidental to, the exercise and enjoyment of the right hereby given.

PART 11 - GENERAL MATTERS

Section 46 - Rights of Entry

- a) The Condominium and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the Board, shall be entitled to enter any Unit (or any part of the Common Elements over which any Owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Condominium, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Condominium. In addition, the authorized agents or representatives of the Condominium and/or any public or private utility companies or authorities requiring access to any Unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such Unit(s), or any part of the Common Elements in respect of which any Owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.
- b) In case of an emergency, any agent, employee or authorized representative of the Condominium may enter any Unit at any time without notice, for the purpose of repairing the Unit, the Common Elements or any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Condominium, or of any Unit Owner(s) and/or resident(s), tenant(s), invitee(s) and/or licensee(s) or any Unit(s), or which may violate any public health or safety regulation. The Condominium or any on authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Condominium (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the Unit.
- c) If any Owner, resident or tenant of a Unit is not personally present to grant entry into such Unit, then the Condominium, or its authorized agent(s) or representative(s), may enter into said Unit without rendering the Condominium (or such agent(s) or representative(s)) liable to any claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said Unit.
- d) The rights and authority hereby reserved to the Condominium, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit, except as otherwise specifically provided in this Declaration or in any By-law(s).
- e) The Condominium shall retain a master key to all locks controlling entry into each Dwelling Unit and exclusive use storage space. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Dwelling Unit or exclusive use storage area (nor on any doors within said Dwelling Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such Owner's Dwelling Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Condominium 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 Condominium's master key entry system.

Section 46 - Invalidity

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

Section 47 - Waiver

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

Section 48 - Notice

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:
- i) **To any Owner**, by giving same to him or her (or to any director or officer of a corporate Owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such Owner in writing to the Condominium (pursuant to subsections 47(1)(c)(i) and (4) of the Act) for its record, or if no such address has been given to the Condominium, then to such Owner at his or her respective Dwelling Unit.
 - ii) **To a Mortgagee** who has notified the Condominium of his or her name and corresponding interest in any Unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of Owners in the place and stead of the Unit Owner/mortgagor), by giving the same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Condominium (pursuant to subsections 47(1)(c)(ii) and (4) of the Act) for its record.
 - iii) **To the Condominium**, by giving same to any director or officer of the Condominium, either personally or by ordinary mail, postage prepaid, addressed to the Condominium at its address for service.
 - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time (or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time).
- b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be.
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 49 - Interpretation of the Declaration

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

Section 50 - Headings

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

DATED this 9th day of May, 2007.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its duly authorized signing officer.

PORTOFINO CORPORATION

Per: 

Dr. Dante Capaldi, President

I have authority to bind the Corporation

SCHEDULE 'A'

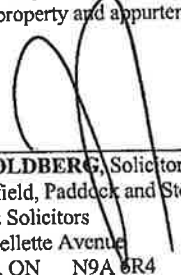
In the City of Windsor, in the County of Essex and in the Province of Ontario, being composed of All of Lot 1 as shown on a plan registered in the Land Registry Office for the Registry Division of Essex (12) as Registered Plan 392 and Part of Lot 73, Concession 1 (Geographic Township of Sandwich West) designated as Part 1 on a plan of survey of record deposited in the Land Registry Office for the Land Titles Division of Essex (12) as 12R-17829 hereinafter referred to as the "Condominium Lands."

Reserving unto Union Gas Limited an easement for utility purposes over all of the Common Elements.

Being all of PIN 01203-0437

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

May 7, 2007



JERRY GOLDBERG, Solicitor
Miller, Canfield, Paddock and Stone, LLP
Barristers & Solicitors
200-443 Ouellette Avenue
WINDSOR, ON N9A 6R4

FOR: Portofino Corporation

SCHEDULE "B"

Form 1

Condominium Act, 1998

CONSENT

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

1. **LOMBARD GENERAL INSURANCE COMPANY OF CANADA** has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered on the 29th day of November, 2005 as Instrument No. CE185421 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. I/We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. I/We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. I/We am/are entitled by law to grant this consent and postponement.

Dated this 17th day of April, 2007.

**LOMBARD GENERAL INSURANCE
COMPANY OF CANADA**

Per: _____
 Name: _____
 Title: Jim Emmanouilidis
 Director

Per: _____
 Name: _____
 Title: _____

I/WE have authority to bind the Corporation

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

1. **BANK OF MONTREAL** has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered on the 28th day of November, 2005 as Instrument No. CE185236 in the Land Registry Office for the Land Titles Division of Essex (No. 12).
2. I/We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. I/We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. I/We am/are entitled by law to grant this consent and postponement.

Dated this 17 day of April, 2007.**BANK OF MONTREAL**Per: 

Name:

NAOMI ROSENBERG
SENIOR FUNDING ANALYST

Title:

Per: 

Name:

NEIL ECCLESTON
FUNDING ANALYST

Title:

I/WE have authority to bind the Corporation

Each Residential Unit and each Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 2 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, Sheet 2 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 6 (inclusive) on Level 1, Units 1 to 5 (inclusive) on Level 2, Units 1 to 10 (inclusive) on Levels 3 to 8 (inclusive), Units 1 to 8 (inclusive) on Levels 9, 10 and 11, Units 1 to 6 (inclusive) on Levels 12, 13 and 14 and Units 1 to 5 (inclusive) on Levels 15 and 16)
 - a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production thereof
 - ii) the underside surface and plane of the concrete ceiling slab and production thereof
 - b) Each Residential Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production thereof separating one unit from another such unit or from the common element.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
2. BOUNDARIES OF THE INDOOR COVERED PARKING UNITS
(being Units 7 to 14 inclusive on Level 1)
 - a) Each Indoor Covered Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab beneath the Unit.
 - ii) the backside surface and plane of the drywall sheathing on the ceilings and production thereof
 - b) Each Indoor Covered Parking Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and production thereof separating one unit from another such unit or from the common element.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein
3. BOUNDARIES OF THE OUTDOOR UNCOVERED PARKING UNITS
(being Units 15 to 49 inclusive on Level 1)
 - a) Each Outdoor Uncovered Parking Unit is bounded vertically by:
 - iii) the upper surface and plane of the asphalt parking surface beneath the Unit.
 - iv) the horizontal plane established by measurement shown on Part 1 Sheet 3 of the description
 - b) Each Outdoor Uncovered Parking Unit is bounded horizontally by:
 - iii) the vertical plane defined by survey monuments set in the ground and shown on Part 1 Sheet 3 of the description
4. BOUNDARIES OF THE STORAGE UNITS
(being Units 1 and 2 on Level A)
 - a) Each Storage Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production thereof
 - ii) the underside surface and plane of the concrete ceiling slab and production thereof

Continued....

SCHEDULE 'C'

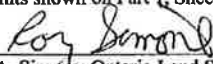
Standard

C-2

- b) Each Storage Unit is bounded horizontally by:
 - i) the inside surface of the poured concrete wall
 - ii) the backside surface of the plywood sheet attached to the wood stud wall
 - iii) the line and face of the wood stud wall and production thereof
 - iv) the backside surface and plane of the drywall sheathing and production thereof separating one unit from another such unit or from the common element
 - v) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.

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 I, Sheets 2 and 3 of the Description.

April 12, 2007



 Roy A. Simoje, Ontario Land Surveyor
 Verhaegon•Stubberfield•Hartley•Brewer•Bezaire Inc.

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.

4-21524
RAS/cd

SCHEDULE "D"

Standard

PROPORTION OF COMMON INTEREST AND COMMON EXPENSE EXPRESSED IN PERCENTAGE

Level	Unit	Percentage
A	1	0.264000%
A	2	0.264000%
1	1	1.152281%
1	2	1.177802%
1	3	0.719503%
1	4	0.682639%
1	5	0.594733%
1	6	0.644641%
1	7	0.041000%
1	8	0.041000%
1	9	0.041000%
1	10	0.041000%
1	11	0.041000%
1	12	0.041000%
1	13	0.041000%
1	14	0.041000%
1	15	0.010320%
1	16	0.010320%
1	17	0.010320%
1	18	0.010320%
1	19	0.010320%
1	20	0.010320%
1	21	0.010320%
1	22	0.010320%
1	23	0.010320%
1	24	0.010320%
1	25	0.010320%
1	26	0.010320%
1	27	0.010320%
1	28	0.010320%
1	29	0.010320%
1	30	0.010320%
1	31	0.010320%
1	32	0.010320%
1	33	0.010320%
1	34	0.010320%
1	35	0.010320%
1	36	0.010320%
1	37	0.010320%
1	38	0.010320%
1	39	0.010320%

1	40	0.010320%
1	41	0.010320%
1	42	0.010320%
1	43	0.010320%
1	44	0.010320%
1	45	0.010320%
1	46	0.010320%
1	47	0.010320%
1	48	0.010320%
1	49	0.010320%
2	1	0.719503%
2	2	0.682639%
2	3	0.594733%
2	4	0.644641%
2	5	0.660605%
3	1	0.644641%
3	2	0.594733%
3	3	0.682639%
3	4	0.719503%
3	5	0.719503%
3	6	0.682639%
3	7	0.594733%
3	8	0.644641%
3	9	0.645208%
3	10	0.645208%
4	1	0.644641%
4	2	0.594733%
4	3	0.682639%
4	4	0.719503%
4	5	0.719503%
4	6	0.682639%
4	7	0.594733%
4	8	0.644641%
4	9	0.626492%
4	10	0.645208%
5	1	0.644641%
5	2	0.594733%
5	3	0.682639%
5	4	0.719503%
5	5	0.719503%
5	6	0.682639%
5	7	0.594733%
5	8	0.644641%
5	9	0.645208%
5	10	0.645208%
6	1	0.644641%
6	2	0.594733%

6	3	0.682639%
6	4	0.719503%
6	5	0.719503%
6	6	0.682639%
6	7	0.594733%
6	8	0.644641%
6	9	0.645208%
6	10	0.645208%
7	1	0.644641%
7	2	0.594733%
7	3	0.682639%
7	4	0.719503%
7	5	0.719503%
7	6	0.682639%
7	7	0.594733%
7	8	0.644641%
7	9	0.645208%
7	10	0.645208%
8	1	0.644641%
8	2	0.594733%
8	3	0.682639%
8	4	0.719503%
8	5	0.719503%
8	6	0.682639%
8	7	0.594733%
8	8	0.644641%
8	9	0.626492%
8	10	0.645208%
9	1	0.895883%
9	2	0.869794%
9	3	0.900987%
9	4	0.900987%
9	5	0.869794%
9	6	0.895883%
9	7	0.645208%
9	8	0.645208%
10	1	0.895883%
10	2	0.869794%
10	3	0.900987%
10	4	0.900987%
10	5	0.869794%
10	6	0.895883%
10	7	0.645208%
10	8	0.645208%
11	1	0.895883%
11	2	0.869794%
11	3	0.900987%

11	4	0.900987%
11	5	0.869794%
11	6	0.895883%
11	7	0.645208%
11	8	0.645208%
12	1	1.210891%
12	2	1.333960%
12	3	1.333960%
12	4	1.210891%
12	5	0.626492%
12	6	0.645208%
13	1	1.210891%
13	2	1.333960%
13	3	1.333960%
13	4	1.210891%
13	5	0.645208%
13	6	0.645208%
14	1	1.210891%
14	2	1.333960%
14	3	1.333960%
14	4	1.210891%
14	5	0.645208%
14	6	0.645208%
15	1	1.210891%
15	2	1.333960%
15	3	1.333960%
15	4	1.210891%
15	5	0.966775%
16	1	1.210891%
16	2	1.333960%
16	3	1.333960%
16	4	1.210891%
16	5	0.966775%

#####

100.000000%

4-21524

RAS/md

SCHEDULE "E"

COMMON EXPENSES

1. All expenses of the Condominium incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-laws or Rules of the Condominium.
2. All sums of money payable by the Condominium for the procurement and maintenance of any insurance coverage required or permitted by the Act or the Declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Condominium for the purposes of determining the amount of insurance to be effected.
3. All sums of money payable for utilities and services serving the Units and Common Elements, including, without limiting the generality of the foregoing, monies payable on account of:
 - a) water (for the Common Elements and the Dwelling Units);
 - b) gas and hydro-electricity (for the Common Elements only);
 - c) telephone/communication services (for the Common Elements only);
 - d) garbage sorting, storing, recycling and disposal from one or more central garbage areas;
 - e) maintenance and landscaping materials, tools and supplies; and
 - f) snow removal, grounds maintenance and landscaping

provided however that each of the Dwelling Units shall be separately metered and invoiced for gas, hydro-electricity, cable television/communication and telephone/communication services, and accordingly the cost of said services so consumed or utilized by each of said Dwelling Units shall not constitute or be construed as a Common Expense, but rather shall be borne and paid for by each Owner thereof.
4. All sums of money required by the Condominium for the acquisition, retention and repair of real and personal property for the use and enjoyment of the property, or for the use and enjoyment of the Common Elements.
5. All sums of money paid or payable by the Condominium for legal, engineering, accounting, auditing, expert appraising, maintenance, security, concierge, cleaning (of Common Elements only), managerial and secretarial advice and services required by the Condominium in the performance of its objects and duties.
6. All sums of money paid or payable by the Condominium to any and all persons, firms or companies engaged or retained by the Condominium, or by the Condominium's duly authorized agents, servants and/or employees for the purpose of performing any or all of the duties of the Condominium, including without limitation, the fees and disbursements of the Condominium's property manager.
7. All sums of money assessed by the Condominium for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of the Common Elements and assets of the Condominium, in accordance with the Act and this Declaration.
8. All sums of money paid by the Condominium for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Condominium.
9. All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as taxes are levied against the individual Units), and against those parts of the Common Elements that are leased by the Condominium for business purposes, upon which the lessee carries on an undertaking for gain.
10. The fees and disbursements of the Insurance Trustee.
11. All sums of money paid or payable by the Condominium in order to comply with the terms and provisions of the Outstanding Municipal Agreements (as defined in this Declaration).
12. All costs and expenses incurred by the Condominium in having to comply with the duties set forth in this Declaration, as well as all costs and expenses (including legal fees charged on a solicitor and his/her own client basis, together with all applicable disbursements and taxes) incurred by the Condominium in the course of enforcing any of the provisions of the Act, this Declaration, the By-laws and/or the Rules of the Condominium in force from time to time (and all agreements authorized by By-law of the Condominium) and effecting compliance therewith by all Unit Owners and their respective residents, tenants, invitees and licensees from time to time, save and except for those costs and expenses collected or recoverable by the Condominium against any Unit Owner(s) in the event of any breach of the foregoing pursuant to the indemnity provisions of this Declaration.
13. All sums of money paid or payable by the Condominium to conduct a Technical Audit of the Common

Elements, to obtain a reserve fund study pursuant to subsection 94(4) of the Act (together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act), to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time.

SCHEDULE 'F'

F-1

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

- (1) **BALCONIES:** the owner of each residential Unit on Levels 1 to 16 (inclusive) having sole and exclusive access to a balcony or balconies shall have the exclusive use of such balcony or balconies.
- (2) **PATIOS:** the owner of each residential Unit on Level 1 shall have the exclusive use of the patio area designated in the description by being numbered the same as the number of such Unit with the letters "PT" preceding such number as shown on Sheet 1, Part 2 of the description filed concurrently herewith.
- (3) **STORAGE SPACES:** the owner of each residential Unit (except for Unit 2 on Level 1 which Unit has storage within the Unit) shall have the exclusive use of a storage space being illustrated in heavy outline on Part 2, Sheet 1 of the Description and designated by the letter "S" and are as assigned below:
- (4) **PARKING SPACES:** the owner of each residential Unit shall have the exclusive use of the parking space or spaces being illustrated in heavy outline on Part 2, Sheet 1 of the Description and designated by the letter "P" and are as assigned below:
- (5) **AIR CONDITIONER CONDENSER SPACE:** The owner of those residential units on Levels 12 to 16 (inclusive) whose air conditioner condenser apparatus is situated on Level 17 shall have the exclusive use of a space for an air conditioner condenser apparatus being illustrated in heavy outline on Part 2, Sheet 1 of the description and designated by the letter "A" and are assigned below:

Level	Unit	Storage		Parking Spaces	Level	Air conditioner condenser	
		Space No.	Level			Space	Level
1	1	S78	A	P1	1	--	-
1	2	--	A	P2	1	--	-
1	3	S105	A	P3	1	--	-
1	4	S106	A	P4	1	--	-
1	5	S107	A	P1	A	--	-
1	6	S79	A	P2	A	--	-
2	1	S108	A	P3	A	--	-
2	2	S109	A	P4	A	--	-
2	3	S110	A	P5	A	--	-
2	4	S111	A	P6	A	--	-
2	5	S112	A	P7	A	--	-
3	1	S38	A	P8	A	--	-
3	2	S29	A	P60	A	--	-
3	3	S70	A	P10	A	--	-
3	4	S6	A	P11	A	--	-
3	5	S56	A	P12	A	--	-
3	6	S73	A	P13	A	--	-
3	7	S37	A	P14	A	--	-
3	8	S40	A	P15	A	--	-
3	9	S19	A	P16	A	--	-
3	10	S18	A	P123	A	--	-
4	1	S39	A	P126	A	--	-
4	2	S36	A	P127	A	--	-
4	3	S72	A	P20	A	--	-
4	4	S55	A	P21	A	--	-
4	5	S51	A	P22	A	--	-
4	6	S71	A	P25	A	--	-
4	7	S35	A	P18	A	--	-
4	8	S69	A	P19	A	--	-
4	9	S59	A	P26	A	--	-
4	10	S17	A	P27	A	--	-

Continued....

SCHEDULE 'F'

Standard

F-2

5	1	S68	A	P28	A	--	-
5	2	S34	A	P29	A	--	-
5	3	S61	A	P30	A	--	-
5	4	S50	A	P31	A	--	-
5	5	S49	A	P32	A	--	-
5	6	S60	A	P33	A	--	-
5	7	S33	A	P34	A	--	-
5	8	S67	A	P35	A	--	-
5	9	S16	A	P36	A	--	-
5	10	S15	A	P37	A	--	-
6	1	S66	A	P38	A	--	-
6	2	S46	A	P39	A	--	-
6	3	S62	A	P40	A	--	-
6	4	S48	A	P41	A	--	-
6	5	S47	A	P42	A	--	-
6	6	S63	A	P43	A	--	-
6	7	S45	A	P44	A	--	-
6	8	S65	A	P45	A	--	-
6	9	S14	A	P46	A	--	-
6	10	S13	A	P47	A	--	-
7	1	S77	A	P48	A	--	-
7	2	S41	A	P49	A	--	-
7	3	S64	A	P50	A	--	-
7	4	S9	A	P51	A	--	-
7	5	S8	A	P52	A	--	-
7	6	S54	A	P53	A	--	-
7	7	S42	A	P54	A	--	-
7	8	S76	A	P55	A	--	-
7	9	S12	A	P117	A	--	-
7	10	S11	A	P57	A	--	-
8	1	S75	A	P58	A	--	-
8	2	S43	A	P59	A	--	-
8	3	S53	A	P9	A	--	-
8	4	S5	A	P61	A	--	-
8	5	S4	A	P62	A	--	-
8	6	S52	A	P63	A	--	-
8	7	S44	A	P64	A	--	-
8	8	S74	A	P65	A	--	-
8	9	S58	A	P66	A	--	-
8	10	S28	A	P67	A	--	-
9	1	S80	A	P68	A	--	-
9	2	S1	A	P69	A	--	-
9	3	S81	A	P70	A	--	-
9	4	S82	A	P71	A	--	-
9	5	S2	A	P78	A	--	-
9	6	S83	A	P73	A	--	-
9	7	S27	A	P74	B	--	-
9	8	S26	A	P75	B	--	-

Continued.....

SCHEDULE 'F'

10	1	S84	A	P76	A	--	-
10	2	S3	A	P77	A	--	-
10	3	S85	A	P72	A	--	-
10	4	S86	A	P80	A	--	-
10	5	S10	A	P79	A	--	-
10	6	S87	A	P81	A	--	-
10	7	S25	A	P82	A	--	-
10	8	S24	A	P83	A	--	-
11	1	S88	A	P84	A	--	-
11	2	S7	A	P85	A	--	-
11	3	S89	A	P86	A	--	-
11	4	S90	A	P87	A	--	-
11	5	S91	A	P88	A	--	-
11	6	S92	A	P89	A	--	-
11	7	S23	A	P90	A	--	-
11	8	S22	A	P91	A	--	-
12	1	S93	A	P92	A	A1	17
12	2	S94	A	P93	A	A2	17
12	3	S95	A	P94	P95	A22	17
12	4	S96	A	P96	P97	A21	17
12	5	S57	A	P98	A	--	-
12	6	S21	A	P99	A	--	-
13	1	S97	A	P101	A	A3	17
13	2	S98	A	P102	A	A4	17
13	3	S99	A	P103	A	A20	17
13	4	S100	A	P104	P105	A19	17
13	5	S32	A	P106	A	--	-
13	6	S20	A	P107	A	--	-
14	1	S101	A	P108	A	A5	17
14	2	S102	A	P109	A	A6	17
14	3	S103	A	P110	A	A18	17
14	4	S104	A	P111	P112	A19	17
14	5	S30	A	P113	A	--	-
14	6	S31	A	P114	A	--	-
15	1	S1	15	P115	A	A7	17
15	2	S2	15	P116	A	A8	17
15	3	S3	15	P56	P118	A16	17
15	4	S4	15	P119	P120	A15	17
15	5	S5	15	P121	P100	A11	17
16	1	S1	16	P122	A	A9	17
16	2	S2	16	P17	A	A10	17
16	3	S3	16	P124	P125	A14	17
16	4	S4	16	P23	P24	A13	17
16	5	S5	16	P128	A	A12	17

April 12, 2007

4-21524

SCHEDULE "G"

Condominium Act, 1998

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

I certify that:

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

- 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.
The exterior building envelope is weather resistant, exterior finishes in progress
- 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

- 4. There are no underground garages.

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

OR

- 5. 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 provisions 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

- 8. 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

✓ 10. There are no indoor and outdoor swimming pools.

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

Dated this 15th day of May, 2007.

HANNA GHOBRIAL SPENCER



Mark Hanna P.Eng.
~~Architect~~ (or Engineer, as applicable)