

THE LAND TITLES ACT

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DECLARATION

THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN No. 1519

NEW PROPERTY IDENTIFIERS BLOCK 12519

RECENTLY : Part of Pin 21197 - 0028

DECLARANT : THE RESIDENCES OF NO.10 BELLAIR INC.

SOLICITOR : Mary Critelli

DELZOTTO, ZORZI

4810 DUFFERIN STREET

SUITE D

TORONTO, ONTARIO

M3H 5S8

416-665-5555

No. OF UNITS 454

FEES : \$70.00 + \$5.00 X 454 = \$2340.00

PAGE OF PAGES

DECLARATION**MADE PURSUANT TO THE CONDOMINIUM ACT**

This declaration (hereinafter called this or the "**declaration**") is made and executed pursuant to the provisions of the *Condominium Act S.O. 1998*, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "**Act**"), by:

THE RESIDENCES OF NO. 10 BELLAIR INC.

a corporation incorporated under the laws of the Province of Ontario,
(hereinafter called the "**Declarant**")

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

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **133 dwelling units, 192 parking units, 16 parking/locker units, 90 hobby/storage units, 22 locker units and 1 communication control unit;**

AND WHEREAS the Declarant intends that the Real Property, together with the buildings constructed thereon, shall be governed by the Act and that the registration of this declaration and description shall create a **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 the 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) the "**AAI Agreement**" shall mean the agreement that may be entered into by the Corporation 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, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between the Corporation 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 "**Bellair Building**" means the building(s) and structure(s) constructed on the Bellair Lands and includes both the Residential Structure and the Retail Structure;
- (c) the "**Bellair Lands**" means the Residential Lands and the Retail Lands collectively;
- (d) the "**Benefiting Parties**" shall mean the owner(s) of the dominant tenement(s) in respect of the Easements who are entitled to the benefit of same, provided, however, that for the purposes of giving and receiving notice(s), procuring or giving consents and/or for the purposes of carrying out any work or repairing and/or restoring any damage or alterations, all as contemplated in the Reciprocal Agreement, the term "**Benefiting Parties**" shall include, without limitation, the condominium corporation(s) (for and on behalf of the unit owners thereof) created over (or encompassing) all or any portion of the aforesaid dominant tenement(s);
- (e) the "**board**" shall mean the board of directors of the Condominium;
- (f) the "**by-laws**" shall mean the by-laws of the Corporation;
- (g) the "**common elements**" shall mean all the property (as hereinafter defined) except the units;
- (h) the "**common expenses**" shall mean the expenses of the performance of the objects and duties of the Corporation and any expenses specified as common expenses in the Act or in this declaration;
- (i) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- (j) the "**communication control unit**" shall mean unit 1 on level 27, which is intended to be used for the purposes of broadcasting, distributing, transmitting, re-transmitting and receiving radio, television, telephone, microwave data, radio data, paging and/or satellite transmissions and signals (or for any other electronic or communication purposes ancillary thereto) as more particularly set out in section 33 of this declaration;
- (k) the "**Corporation**", "**this Corporation**", the "**Condominium**", "**this Condominium**" and/or "**this Residential Condominium**" shall mean the standard condominium corporation created by the registration of this declaration and the description pursuant to the Act;
- (l) the "**dwelling units**" shall mean units 1 to 4, both inclusive, on level 3, units 1 to 7, both inclusive, on level 4, units 1 to 17, both inclusive, on level 5, units 1 to 8, both inclusive, on level 6, units 1 to 7, both inclusive, on levels 7 to 9, both inclusive, units 1 to 6, both inclusive, on levels 10 to 12, both inclusive, units 1 to 7 both inclusive on levels 13 and 14, units 1 to 6, both inclusive, on levels 15 and 16, units 1 to 4, both inclusive, on levels 17 to 22, both inclusive, units 1 and 2 on levels 23 to 26, both inclusive, all of which are intended to be used solely for the purposes set out in section 29 of this declaration;
- (m) the "**Easements**" shall mean the easements, rights, and rights in the nature of easements, that were created in the Retail Lands Transfer as well as any easements that may be created pursuant to the 102 Bloor West Easements Transfer and shall include, without limitation, the Vehicular & Pedestrian Access Easements, the Garbage/Moving Easements, the Service Room Easements, the Ventilation Easements, the General Servicing, Maintenance & Repair Easements, the General Support Easements, the General Residential Construction Easement and the 102 Bloor West Connection Easement, (as each of these terms is hereinafter defined), and shall also include any relocated Easements and the term "**Easement**" shall mean any one of the Easements as dictated by the context in which said term is used;
- (n) the "**Garbage/Moving Easements**" shall mean the easements more particularly described paragraph 14 of Schedule "A" to this declaration;

- (o) the "**General Easements**" shall mean the General Servicing, Maintenance & Repair Easements, the General Support Easements, and the General Residential Construction Easement;
- (p) the "**General Residential Construction Easement**" shall mean the easement more particularly described in paragraph 19 of Schedule "A" to this declaration, which is intended to enable and facilitate the construction and completion of the Residential Structure, or any part of same;
- (q) the "**General Servicing, Maintenance & Repair Easements**" shall mean those easements more particularly described in paragraphs 7, 8, 16 and 17 of Schedule "A" to this declaration, which enable or facilitate the installation, maintenance, operation, alteration, repair, replacement, inspection and/or monitoring of various utility services in, on, over, along, upon, across and through various portions of the Bellair Lands, as well as the maintenance and repair of any part of the buildings, structures, installations, improvements and/or services located within (or servicing) various portions of the Bellair Lands;
- (r) the "**General Support Easements**" shall mean those easements more particularly described in paragraphs 9 and 18 of Schedule "A" to this declaration, which provide for a right of support by, from or in respect of any of the Support Structures;
- (s) the "**Governmental Authorities**" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Real Property;
- (t) the "**guest rooms**" shall mean the two single bedrooms located on level 4, of this Condominium, forming part of the recreational facilities, with each guest room having a three-piece washroom and a closet, but no cooking facilities, and intended to be used solely for the purposes set out in section 19 of this declaration;
- (u) the "**hobby/storage units**" shall mean units 18 to 27, both inclusive, on level 5 and units 1 to 80, both inclusive, on level A, all of which are intended to be used solely for the purposes set out in section 31 of this declaration;
- (v) the "**Insurance Trust Agreement**" shall mean the insurance trust agreement dated April 10, 2003, made between the Declarant, as owner of the Residential Lands, and 100 Bloor West Corporation, as owner of the Retail Lands and The Canada Trust Company as the insurance trustee;
- (w) the "**locker units**" shall mean units 18 to 21, both inclusive, on level B, units 96 to 106, both inclusive, on level C, and units 96 to 102, both inclusive, on level D, all of which are intended to be used solely for the purposes set out in section 31 of this declaration;
- (x) the "**multi-purpose rooms**" means the party room and the private dining room forming part of the recreational facilities, which are intended to be used solely for those purposes set out in section 18 of this declaration;
- (y) 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 that have not been transferred and conveyed by the Declarant to another person or persons], but does not include a mortgagee unless in possession;
- (z) the "**Owner Parties**" shall mean the Residential Condominium, and the owner(s) of the Retail Lands and "**Owner Party**" shall mean any one of the Owner Parties as the context requires;
- (aa) the "**parking units**" shall mean units 1 to 17, both inclusive, on level B, units 1 to 12, both inclusive, 14 to 26, both inclusive, 31 to 42, both inclusive, and 44 to 95, both inclusive on level C, units 1 to 3, both inclusive, 5 to 17, both inclusive, 22 to 33, both inclusive, 35 to 55, both inclusive and 57 to 76, both inclusive, and 80 to 95, both inclusive, and 103 on level D, all of which are intended to be used solely for the purposes set out in section 30 of this declaration;

5

- (ak) the "**Retail Lands Transfer**" shall mean a transfer registered in the Land Titles Division of the Toronto Land Registry Office (No. 66) on the 10th day of April, 2003 as Instrument No. AT141828 whereby the Declarant transferred the Retail Lands together with and subject to certain easements and rights, to and in favour of 100 Bloor West Corporation;
- (al) the "**Retail Owner**" shall mean the owner or owners of the Retail Lands from time to time and shall also include any condominium corporation(s) registered from time to time in respect of all or any part of the Retail Lands;
- (am) the "**Retail Parking Garage**" shall mean the portion of the Retail Structure containing the parking garage, including all ramps and driveways forming a part thereof;
- (an) the "**Retail Structure**" shall mean that part of the Bellair Building constructed within the Retail Lands;
- (ao) the "**rules**" shall mean the rules passed by the board of this Condominium and becoming effective pursuant to section 58 of the Act;
- (ap) the "**Section 37 Agreement**" shall mean the agreement made between B. C. Pacific Capital Corporation, 1352932 Ontario Inc and the City of Toronto registered in the Land Titles Office at Toronto on September 30, 1999 as Instrument No. CA-628607;
- (aq) the "**Service Room Easements**" shall mean those easements more particularly described in paragraph 6 of Schedule "A" to this declaration;
- (ar) the "**Shared Facilities**" means the Specific Easement Areas and the Shared Servicing Systems;
- (as) the "**Shared Facilities Budget**" shall mean the budget, prepared by the Declarant for the period up to the first anniversary of the registration of the Residential Condominium, and thereafter by the Shared Facilities Committee, no less than once annually which outlines the projected Shared Facilities Costs to be incurred for the ensuing 12 month period, and which is formulated in accordance with the terms and provisions of the Reciprocal Agreement;
- (at) "**Shared Facilities Committee**" means the committee formed or established in accordance with the provisions of the Reciprocal Agreement and section 25 of this declaration which will govern, manage, control and/or operate the Shared Facilities;
- (au) the "**Shared Facilities Costs**" shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, maintenance and/or repair of the Shared Facilities (or any portion thereof, including the portion located in the Retail Parking Garage), including without limitation, the costs and expenses incurred in connection with the following, namely:
 - i) the operation, illumination, replacement, maintenance and/or repair of the Shared Facilities including, without limitation, the resurfacing of the portions of the Retail Parking Garage included in the Shared Facilities, together with the cost of utility services and the portion of the cost of all insurance coverage required to be obtained by the Owner Parties as provided in the Reciprocal Agreement; and
 - ii) the operation, maintenance and/or repair of the Shared Servicing Systems, including without limitation, the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment and fixtures (and all appurtenances thereto) comprising part of the Shared Servicing Systems or ancillary thereto;
- (av) the "**Shared Servicing Systems**" shall mean all servicing pipes, wires, cables, conduits, equipment and systems serving or benefiting the Residential Lands and

6

the Retail Lands (but excluding any pipes, wires, cables, conduits, equipment and systems serving and benefiting only the Residential Lands or only the Retail Lands, as the case may be) including, without limitation, all pertinent portions of the hydro electric, water, storm and/or sanitary sewer systems, gas systems, emergency system, building access systems (including, without limitation, the automated access systems for the Retail Parking Garage), fire protection systems, telephone and cable television systems, and/or any other type of system or service serving the Residential Lands and the Retail Lands;

- (aw) the "**Specific Easements**" shall mean the Vehicular & Pedestrian Access Easements, the Garbage/Moving Easements, the Ventilation Easements, the Service Room Easements and, if applicable, the 102 Bloor West Easements
- (ax) the "**Specific Easements Areas**" shall mean those portions of the Bellair Lands which are subject to the Specific Easements, and shall also include any relocated Specific Easement Areas, and the term "**Specific Easement Area**" shall mean any particular portion of the Specific Easement Areas as dictated by the context in which said term is used;
- (ay) the "**Support Structures**" shall mean those portions of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component(s) of any building(s), structure(s), installation(s), improvement(s), and/or soil comprising part of the Bellair Building or any replacement thereof upon which any other part of the Bellair Building relies for the purposes of support;
- (az) the "**Terrace Landscaping**" shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or other similar items or materials installed or planted by the Declarant within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of section 39(c)(v) of this declaration (but nevertheless subject to the overriding provisions of section 39(i) of this declaration);
- (ba) the "**Vehicular & Pedestrian Access Easements**" shall mean those easements more particularly described in paragraphs 3, 4, 5, 10, 11, 12 and 13 of Schedule "A" to this declaration, providing vehicular and/or pedestrian access and egress over various portions of the Bellair Lands;
- (bb) the "**Ventilation Easements**" shall mean those easements more particularly described in paragraph 15 of Schedule "A" to this declaration, providing ventilation to the Residential Lands;
- (bc) the "**the 102 Bloor West Building**" shall mean the building situate on the 102 Bloor West Lands;
- (bd) the "**102 Bloor West Condominiums**" shall mean, collectively, Metropolitan Toronto Condominium Corporation No. 1154 ("**MTCC 1154**") and Metropolitan Toronto Condominium Corporation No. 1149 ("**MTCC 1149**");
- (be) the "**102 Bloor West Connection Easements**" shall have the meaning ascribed to such term in the Reciprocal Agreement;
- (bf) the "**102 Bloor West Easements**" shall have the meaning ascribed to such term in the Reciprocal Agreement;
- (bg) the "**102 Bloor West Easements Transfer**" shall have the meaning ascribed to such term in the Reciprocal Agreement;
- (bh) "**102 Bloor West Lands**" means, collectively, the lands adjacent to the west of the Bellair Lands municipally known as 102 Bloor Street West, Toronto, and comprising Metropolitan Toronto Condominium Plan No. 1149 and Metropolitan Toronto Condominium Plan No. 1154; and

- (bi) 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 Corporation pursuant to section 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 Corporation under section 56(1)(h) of the Act;

Section 2 - Statement Confirming the Act Governs the Lands

The lands described in **Schedule "A"** annexed hereto, and in the description filed concurrently herewith, together with all interests 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 Mortgagees

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, it is expressly stipulated and declared that:

- (a) **each dwelling unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**
- i) the individually-controlled heat pump unit (and all equipment and fixtures appurtenant thereto) comprising all of the heating/air conditioning system

8

servicing the said dwelling unit (regardless of whether same is/are installed or located within or beyond the boundaries of said dwelling unit);

- ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular dwelling unit only (regardless of whether same are installed or located within or beyond the boundaries of said dwelling unit); and
- iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;

(b) **each dwelling unit shall exclude:**

- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the dwelling units;
- ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular dwelling unit but which do not service that particular dwelling unit;
- iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium; and
- iv) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);

(c) **each parking unit and each parking/locker 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 or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit or parking/locker unit), 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 or parking/locker unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls;

(d) **each hobby/storage unit and locker 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 or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any hobby/storage unit or locker unit), 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 hobby/storage unit or locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls;

- (e) **the communication control unit shall include** all wires, cables and cable conduits emanating from the communication control unit, and extending beyond the boundaries of such communication control unit to each of the electrical rooms situate throughout the Condominium and ultimately leading to each of the dwelling units on each level of the Condominium (including the branch conduits extending to the conduit risers, and including the riser conduits and all junction or pull boxes), together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from (or otherwise connected to) the communication control unit which may now or hereafter be used in connection with the supply of cable television, telephone, data, internet, radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any dwelling unit(s), and/or to any part of the common elements, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the communication control unit itself, and shall also include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility (or which facilitates the supply of any service and/or utility) exclusively to the communication control unit [including without limitation, the electrical grounding of the CCU Equipment (as such term is hereinafter defined)], regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the communication control unit outlined in Schedule "C" annexed hereto; and
- (f) **the communication control unit shall exclude** all catwalks or walkways situate within the boundaries of the communication control unit, and all pipes, wires, cables, ducts, flues, and mechanical or similar apparatus and equipment that supply any service other than cable television, telephone, data, internet, radio, wireless and/or any other telecommunication service(s) to any other unit(s) or to the common elements, regardless of whether same may be situate within the boundaries of the communication control 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.

10

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

The Corporation's address for service shall be 4800 Dufferin Street, North York, Ontario, M3H 5S9 or such other address as the Corporation may determine by resolution of the board. The Corporation's municipal address and mailing address shall be 10 Bellair Street, Toronto, Ontario, M5R 3T8 or such other address as the board may designate pursuant to section 108 of the Act.

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 of the Corporation.

Section 9 - Conditions of the Approval Authority

The approval authority [as defined in section 1(1) of the Act] requires this declaration to include the following condition:

- (a) The Bellair Building has been designed with one bulk water meter located in this Condominium which measures and gauges all of the water service supplied to the Bellair Building as a whole. The Corporation will receive a bulk water bill from the local water authority in respect of all of the water supply utilized or consumed in the Bellair Building as a whole and, as between the Corporation and the local water authority, the Corporation will be responsible for payment in full of the bulk water bill so received. The Corporation shall, thereafter, bill the Retail Owner for a portion of the bulk water bill based upon periodic readings by the Corporation of the separate check meter installed in the Bellair Building to measure water service supplied to the Retail Structure alone.

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.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 11 - Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses as are listed in Schedule "E" attached hereto. Notwithstanding anything provided in Schedule "E" to the contrary, to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses shall exclude monies required to be raised:

11

- (a) to pay for any undertaking(s) which costs more than \$25,000.00 and which is not required or contemplated by law, the Act, or by any provision in the declaration or the by-laws of the Corporation; or
- (b) to pay or repay the costs of any borrowing of money which is in excess of \$25,000.00, or which increases the outstanding indebtedness of the Corporation to more than \$25,000.00 and which is not required or contemplated by law, the Act, or by any provision in the declaration or the by-laws of the Corporation;

unless such undertaking and its cost, or such borrowing and its cost, as the case may be, have received separate approval by a majority of owners who are present at a meeting duly called for the purpose of obtaining such approval.

Section 12 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 15(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 13 - Reserve Fund

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

Section 14 - Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation 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 Corporation 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 COMMON ELEMENTS

Section 15 - General Use

- (a) Save as otherwise provided in this declaration, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas allocated or designated 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 of the Corporation, and the Reciprocal Agreement. However, save and except as expressly provided or contemplated in this declaration (or in the Reciprocal Agreement) to the contrary, no condition shall be permitted to exist, and no activity shall be carried on in any unit or upon the common elements (including any exclusive use common element area) that:
- i) will result in a contravention of any term or provision set out in the Act, this declaration, the by-laws and rules of the Corporation, the Reciprocal Agreement and/or in any other agreement(s) entered into by the Corporation and authorized by any by-law;
 - ii) is likely to damage the property, 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 their respective units; or
 - iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of the common elements (including any exclusive use common element area) by any owner contravenes any of the foregoing provisions,

then such owner shall indemnify and save the Corporation harmless from and against any and all costs, claims, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums (as well as the deductible amount) paid or payable by the Corporation under any policy of insurance maintained by the Corporation as a result of such owner's use, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).

- (b) No one shall, by any conduct or activity conducted 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(s) of the Corporation, the Reciprocal Agreement and any other agreement authorized by any by-law of the Corporation.
- (c) 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, without obtaining the prior approval of the Corporation in accordance with the Act.

Section 16 - Declarant's Use of the Common Element Areas

- (a) Notwithstanding any other provision(s) contained in this declaration to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary it is expressly stipulated and declared that:
 - i) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access and egress over the common elements, for the purposes of implementing, operating and/or administering the Declarant's construction, marketing, sales and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
 - ii) the Declarant and its authorized agents and/or representatives shall be entitled to erect and maintain signs and displays, upon any portion of the common elements (including, without limitation, any part of the recreational facilities), and within or outside any unsold dwelling units, pursuant to the Declarant's marketing/sales program(s) in connection with this Condominium, from time to time, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered

discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) thereto;

- iii) the Declarant and its authorized agents and/or representatives, shall be entitled to use and occupy any portion of the common elements (including, without limitation, the recreational facilities) exclusively for the Declarant's marketing, sales, construction and/or customer-service programs, and to erect and maintain one or more marketing, sales, construction and/or customer-service offices, as well as temporary model suites, at such locations within any portion of the common elements (including, without limitation, the recreational facilities) as the Declarant may unilaterally determine or select, in its sole and unfettered discretion. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied, nor for any utility services (or other usual or customary services) supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation), nor any owner, tenant or resident in this Condominium prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the said marketing, sales, construction and/or customer-service offices, and to the said model suites; and
- iv) the Corporation shall also ensure that no actions, steps or measures are taken by anyone which would prohibit, restrict or interrupt the access and egress over the common element areas of this Condominium by the Declarant, and its employees, agents, representatives and/or invitees, to and from the aforementioned marketing, sales, construction and/or customer-service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole and unfettered discretion); subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security concierge or security personnel retained by and on behalf of the Corporation;

until such time as all of the units in this Condominium, 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 and/or sell (to one or more third parties) all of the furnishings, chattels and equipment located

in any sales/marketing office, construction office, customer service office and/or temporary model suite(s) so erected, or may (at the Declarant's sole option) leave all fixtures or attached furnishings maintained therein to (or for the benefit of) this Condominium.

Section 17 - Use of the Recreational Facilities

Only the owners of the dwelling units in this Condominium, together with their respective residents, tenants and invitees, shall have access to, and use and enjoyment of the recreational facilities during opening hours. However, subject to the overriding provisions of section 16 hereof, and until such time as the turnover meeting for this Condominium has been convened pursuant to the provisions of section 43 of the Act, the Declarant shall have the unilateral right, in its sole and unfettered discretion, to govern and control the use and operation of the recreational facilities, and to establish hours of use, and to designate or restrict areas of use, with respect to the recreational facilities or any portion thereof (including the right to restrict the use of any amenities, facilities and/or equipment located within any portion of the recreational facilities), in order to best co-ordinate the operation and use of the recreational facilities with the Declarant's marketing, sales, construction and/or customer-service program(s) for this Condominium. From and after the date of this Condominium's turnover meeting, the use, enjoyment and operation of the recreational facilities shall be governed by the rules and regulations passed by the board of directors from time to time in connection therewith, subject however to the overriding provisions of section 16 hereof, on the express understanding that no rule(s) or regulation(s) hereafter passed or enacted by the board shall interfere with (or diminish) the right of the Declarant to maintain its marketing, sales, construction and/or customer-service offices and temporary model suites within the recreational facilities in accordance with the provisions of section 16 hereof.

Section 18 - Use of the Multi-Purpose Rooms

Each of the multi-purpose rooms (including the party room and private dining room) which comprise part of the recreational facilities of this Condominium shall only be used to accommodate the meetings and/or parties which have been convened or arranged by (and which benefit) the owners and/or tenants of the dwelling units in this Condominium, and their respective invitees. The use of the multi-purpose rooms shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the property, and shall also be governed by the rules and regulations of the Condominium in force from time to time. Save and except for the Declarant (while the Declarant owns any units in this Condominium a minimal damage deposit, together with a service/cleaning charge, may, subject to the discretion of the board, have to be paid, in advance, by all persons using a multi-purpose room, for each day/night of use or occupancy thereof, 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 guests and visitors to

any such meeting and/or party, may be levied by the board of this Condominium from time to time, in its sole discretion. No occupancy fee or rental charge, damage deposit, service/cleaning charge, security charge, or other charge whatsoever shall, however, be required to be paid or posted by the Declarant, nor paid with respect to any meeting(s) of the board and/or unit owners that are convened for the purposes of formally conducting the business and affairs of this Condominium.

Section 19 - Use of the Guest Rooms

The guest rooms shall only be used to provide overnight accommodation exclusively for the guests of the owners and/or tenants of the dwelling units in this Condominium, and a service/cleaning charge shall be paid in advance for each night of occupancy thereof, in such amount, and upon such terms and conditions as the board may establish from time to time in connection therewith. The use of the guest rooms shall be subject to the provisions of all applicable by-laws and regulations of the Governmental Authorities, and the provisions of any agreement(s) entered into by the board with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Section 20 - Restricted Access

Save as otherwise specifically provided in this declaration or in the Reciprocal Agreement to the contrary, no one shall have any right of access to those parts of the common elements designated or used from time to time as the utilities area, building maintenance or storage area and/or customer service office, the Declarant's marketing/sales/construction/customer service office(s), the rooftop of the condominium building adjacent to the communication control unit, any area used for operating or storing machinery and/or garbage, or any other parts of the common elements used for the care, maintenance or operation of the Property and/or the service room units, without the prior written consent of the board. Save for the owner of the communication control unit from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room, and/or the fresh air ducts. The foregoing restrictions on access shall not, however, apply to any first mortgagee holding first mortgages on at least twenty-five (25%) percent of the dwelling units in this Condominium, if exercising a right of access for purposes of inspection; upon giving 48 hours notice to the Corporation's building manager.

Section 21 - 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 section 39 of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation 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 of a dwelling unit shall erect or install any type of balcony, patio or terrace 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 any 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 Corporation.

(b) Substantial Additions, Alterations or Improvements

The Corporation 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 Corporation, or any substantial change(s) in any service(s) that the Corporation 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, Alterations or Improvements

The Corporation 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 Corporation, or any non-substantial change(s) in any service(s) that the Corporation 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 Corporation, or any change in any service provided by the Corporation 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 Corporation 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 specifications for the building(s) comprising the 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 unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of 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 Corporation 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.

(f) Enclosures within Parking, Parking/Locker and/or Hobby Room/Storage Units

Notwithstanding any provision in this declaration or in any by-laws or rules hereafter enacted or passed to the contrary, the Declarant shall be entitled to construct an enclosure within the boundaries of any parking unit, parking/locker unit and/or hobby room/storage unit, where an enclosure had not yet been constructed, with materials acceptable to the building and fire departments of the relevant municipality, without having to obtain the consent of the board thereto, provided that such enclosure, complies with all applicable by-laws and regulations of any municipal or other governmental authority having jurisdiction, and provided further that copies of all plans and specifications prepared by the Declarant's architect or engineer in connection therewith are delivered to the board following the completion of such work.

g) (Removal and Erection of Inter Unit Demising Walls

Notwithstanding anything provided in this declaration to the contrary, the following shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements, and where two adjoining dwelling units are owned by the same unit owner, such unit owner shall be entitled to perform the following, all at such unit owner's sole cost and expense, without having to obtain the prior consent of the board thereto, provided that the provisions of subsection 21 (h) hereof are complied with:

- i) the removal of a portion of a demising wall situate between such two adjoining dwelling units which are currently owned by such unit owner and occupied by the same party or parties (hereinafter referred to as the "**Wall Removal**") for the purposes of creating an opening or connection between such adjoining dwelling units, together with any ancillary work related thereto, such as the installation of doors; and/or
- ii) where there has been a Wall Removal between two adjoining dwelling units, or where a portion of a demising wall situate between two adjoining dwelling units has never been erected or constructed such that an opening or

connection exists between such adjoining dwelling units (hereinafter referred to collectively as the "Connected Dwelling Units" and individually as a "Connected Dwelling Unit"), the erection, construction or reconstruction of such removed or never constructed portion of the demising wall (hereinafter referred to as the "Wall Replacement") so as to completely close and eliminate such opening or connection (and thereupon such dwelling units shall no longer be considered Connected Dwelling Units) .

Notwithstanding any Wall Removal as aforesaid, each of the Connected Dwelling Units shall still constitute a separate unit, as illustrated in the description filed concurrently herewith, and all obligations of the owner of the Connected Dwelling Units, whether arising under the Act, this declaration, the by-laws or the rules of this Corporation shall remain unchanged.

- (h) The following requirements shall be complied with by a unit owner carrying out a Wall Removal or Wall Replacement:
 - i) the unit owner shall provide copies of plans and specifications for the Wall Replacement or Wall Removal prepared by a qualified professional to the board prior to commencement of such work;
 - ii) if required by the Governmental Authorities, the unit owner shall procure a building permit prior to the commencement of the Wall Removal or Wall Replacement, and shall insure that any and all inspections as may be required by the Governmental Authorities are carried out and the unit owner shall provide copies of the building permit and all inspection reports to the board;
 - iii) the unit owner shall, in carrying out the Wall Removal or Wall Replacement, comply with the provisions of all applicable building, fire, health and safety by-laws, rules and regulations imposed by the Governmental Authorities;
 - iv) any Wall Replacement shall be erected or constructed in proper alignment with the surrounding demising wall and the unit boundaries of the two adjoining dwelling units as illustrated and delineated in the description filed concurrently herewith; and
 - v) the unit owner shall provide notify the board in writing of the completion of the Wall Removal or Wall Replacement.

PART 4 - SHARED FACILITIES

Section 22 - Use of the Shared Facilities

The use of the Shared Facilities by the Benefitting Parties and their respective unit owners, residents, tenants, occupants, invitees and authorized agents, contractors, servicemen and

20

employees, shall at all times be subject to and governed by the provisions of the Reciprocal Agreement.

Section 23 - Operation of (and Budgeting for) The Shared Facilities

- (a) The manner in which the Shared Facilities (other than those located in the Retail Parking Garage), are utilized, operated, staffed, maintained and/or repaired (including the budgeting of the Shared Facilities Costs) shall be governed and controlled by the Shared Facilities Committee. The manner in which the Retail Parking Garage is to be utilized, operated, staffed and maintained and/or repaired shall be governed and controlled by the Retail Owner or its agent provided that the Retail Owner and its agent shall not do anything which derogates from the Easements that benefit the Residential Lands or which contravenes the provisions of the Reciprocal Agreement that are applicable to the use of the Easements by the parties entitled to use such Easements.
- (b) The Shared Facilities Committee shall prepare and submit the Shared Facilities Budget (outlining the Shared Facilities Costs estimated to be incurred for the ensuing year) to each of the Benefiting Parties not less than once annually, and said budget(s) shall be incorporated as part of, and/or integrated with, the overall annual budget(s) of each of the Benefiting Parties. In the event that the Shared Facilities Committee is unable to agree upon whether an item should be included in the Shared Facilities Budget or the amount of any item that is to be included in the Shared Facilities Budget, such dispute shall be resolved by arbitration pursuant to the provisions of the Reciprocal Agreement. It is acknowledged by the parties hereto that realty taxes paid by either of the parties in respect of any Shared Facilities, shall not form part of the Shared Facilities Costs. Each of the Benefiting Parties shall adopt, and be bound by, the Shared Facilities Budget, and by the decisions of the Shared Facilities Committee on (and its determination of) the Shared Facilities Costs, as well as all arrangements made by the Shared Facilities Committee with respect to any and all maintenance and/or repair work pertaining to the Shared Facilities (other than those located in the Retail Parking Garage, the arrangements for which are to be made by the Retail Owner) and with respect to all services, operations and other matters involving the Shared Facilities, all without any qualification or amendment thereto whatsoever.
- (c) Notwithstanding the foregoing, the Shared Facilities Budget prepared by the Declarant in respect of the first year following the registration of the Residential Condominium shall apply in respect of the first year following the registration of the Residential Condominium.

Section 24 - Responsibility for Paying the Shared Facilities Costs

Subject to section 26 of this declaration and notwithstanding any other provision of this declaration (or of any by-laws or rules hereafter passed or enacted) to the contrary,

the Shared Facilities Costs shall be allocated and paid as follows:

- (a) From and after the registration of this Condominium, and until such time as the 102 Bloor West Easements have been created pursuant to the 102 Bloor West Easements Transfer each of the Residential Condominium and the Retail Owner shall pay (on a monthly basis) and be solely responsible for 50% of the Shared Facilities Costs;
- (b) following the registration of this Condominium the Declarant shall be automatically released, relieved and fully discharged from any obligation or liability whatsoever to pay any portion of the Shared Facilities Costs arising after the registration of the Residential Condominium for or on behalf of any part of the Bellair Lands, and forthwith upon the request of the Declarant, the Residential Condominium shall execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of Declarant's liability for any further portion of the Shared Facilities Costs in respect of (or in connection with) any part of the Bellair Building, together with such further documents and assurances as the Declarant may reasonably require in this regard.
- (c) In the event that, pursuant to and in accordance with the provisions of the Reciprocal Agreement, the 102 Bloor West Easements are granted by the Retail Owner to the 102 Bloor West Condominiums pursuant to the 102 Bloor West Easement Transfer, then:
 - i) the 102 Bloor West Condominiums shall pay (on a monthly basis) and be solely responsible for 33 1/3% (or such other percentage as the 102 Bloor West Condominiums, the Residential Condominium and the Retail Owner may have agreed to in writing) of the Shared Facilities Costs as set out in the Shared Facilities Budget that is in effect from time to time (being the 102 Bloor West Condominiums' Proportionate Share of the Shared Facilities Costs);and
 - ii) the Proportionate Shares of the Shared Facilities Costs payable by each of the Retail Owner and the Residential Condominium shall be reduced to 33 1/3% respectively (or such other percentage as the 102 Bloor West Condominiums, the Residential Condominium and the Retail Owner may have agreed to in writing).

Section 25 - The Shared Facilities Committee

- (a) The Shared Facilities Committee shall consist of four (4) members, two (2) of which shall be appointed by (and be members of) the board of directors of the Residential Condominium once the Residential Condominium is registered, and by the Declarant prior to the registration of the Residential Condominium, and two (2) of which shall be appointed by the Retail Owner. The appointment of the members to the Shared Facilities Committee shall take place as soon as reasonably possible

after the execution of the Reciprocal Agreement by the parties, and all such appointments to the Shared Facilities Committee shall continue until such appointment is terminated by the appointment of a replacement member. In the event that the Retail Owner should sell a portion of its Retail Lands, it shall be entitled to transfer to the purchaser of such portion of the Retail Lands, an entitlement to appoint one member of the Shared Facilities Committee.

- (b) At least one representative of each of the Owner Parties must be present, in person or by proxy, in order to constitute a quorum for any meeting held or convened by the Shared Facilities Committee, and all decisions of the Shared Facilities Committee shall be determined, effected and evidenced by the unanimous vote of all members who are present (or represented by proxy) at any such meeting(s), and the chairperson of such meeting(s) shall not have a casting or deciding vote. In the event of a deadlock vote, either Owner Party shall have the right to have the matter in question referred to arbitration pursuant to the provisions of the Reciprocal Agreement.
- (c) Any meeting(s) of the Shared Facilities Committee may be held or convened by way of teleconference, or any other form of communication system that allows all of the members of the Shared Facilities Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Shared Facilities Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Shared Facilities Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Shared Facilities Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Shared Facilities Committee by any member of a written notice revoking his or her consent to such resolution.
- (d) The Shared Facilities Committee shall, inter alia, be responsible for the following:
 - i) establishing rules and procedures (or, if applicable, making recommendations to the Owner Parties that are also condominium corporations from time to time in connection with any joint by-laws or rules) with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities (other than the Retail Parking Garage), and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;

- ii) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities (other than the Retail Parking Garage), including all equipment and fixtures utilized in connection with the ongoing operation, maintenance and repair of same;
 - iii) ensuring that all requisite insurance coverage has been obtained in accordance with the provisions of Article 8 of the Reciprocal Agreement, by each of the Owner Parties, such that the Bellair Building is fully insured; and
 - iv) making arrangements for the provision of all requisite utilities (eg. heat, water and hydro services), security services, computer monitoring services, equipment, staff and/or programs for the operation of the Shared Facilities (other than the Retail Parking Garage); and
- (e) subject to subsection 23 (c) above, preparing and submitting the Shared Facilities Budget to each of the Benefiting Parties, not less than once annually, outlining the Shared Facilities Costs (inclusive of the costs of the matters listed in subparagraphs i), ii), iii) and iv) of subsection 25 (d) above), for incorporation by each of the Benefiting Parties as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.

Section 26 Payment of Shared Facilities Costs

Each of the Owner Parties may, from time to time, but not more frequently than once in any month, prepare and submit to the other parties to this Agreement, a statement of the Shared Facilities Costs (the "Statement") incurred by such Owner Party since the commencement of this Agreement in the case of the first Statement and thereafter since the date of the previous Statement, together with copies of any relevant invoices and accounts to verify the amount of the Shared Facilities Costs that were incurred in such period of time. The parties receiving the Statement shall, on or before the 10th day following the receipt of the Statement, pay to the Owner Party submitting the Statement, the recipient's share of the Shared Facilities Costs shown on the statement net of any Shared Facilities Costs due to it pursuant to any Statement which it has delivered to the other parties and which has not been paid. If, however, any of such Shared Facilities Costs are not costs that are provided for in the approved Shared Facilities Budget or exceed the budgeted amount by more than 20%, the appropriateness of the costs that are not provided for in the approved Shared Facilities Budget or the expenditure of any amount in excess of such 20% cost overrun maximum (but not any amount up to such 20% cost overrun maximum) may, within ten (10) days after the delivery of the Statement, be referred by the recipient of the Statement to arbitration pursuant to Article 13 hereof and until such matter has been resolved, the costs that are not provided for in the approved Shared Facilities Budget or the amount which is in excess of the 20% cost overrun maximum shall not form part of the Shared Facilities Costs. For greater certainty, however, all of the Shared Facilities Costs that are provided for in the approved Shared Facilities Budget and such 20% cost overrun maximum shall be paid to the Owner Party delivering

the Statement. When the arbitration is completed, the amount, if any, of the disputed costs which the arbitrators determine to be appropriate, shall be paid to the Owner Party submitting the Statement.

PART 5 - OWNERSHIP OF UNITS

Section 27 - Restrictions on Parking Units, Parking/Locker Units, Hobby/Storage Units and Locker Units

- (a) Notwithstanding anything hereinbefore provided to the contrary, the ownership, sale, leasing, charging, assignment, transfer or other conveyance of any or all of the parking, parking/locker, hobby/storage or locker units in this Condominium (in this section collectively referred to as the "**Restricted Units**" and individually as a "**Restricted Unit**") shall be subject to the following restrictions and limitations:
 - i) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant or to the Corporation, or to any owner of a dwelling unit or to the owner of the communication control unit;
 - ii) any lease of a Restricted Unit shall be made only to the Declarant or to Corporation, or to any owner or tenant of a dwelling unit or to any owner or tenant of the communication control unit, provided however that if any Restricted Unit is 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 unit;
 - iii) where any Restricted 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 Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit or as the case may be, within thirty (30) days of the registration of the transfer of title thereto, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is/are subject to such lease shall thereupon revert to the lessor thereof;
 - iv) where the lessee of a Restricted Unit is an owner of a dwelling unit and such lessee is deprived of possession and/or ownership of his unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is/are subject to such lease shall automatically revert to the lessor thereof; and
 - v) save and except for the Declarant and/or the Corporation, no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit without retaining ownership of a dwelling unit.

- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.

PART 6- OCCUPATION AND USE OF UNITS

Section 28 - 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 Corporation 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 Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation 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 or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation 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 Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation 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 Corporation 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 Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of

26

the Corporation 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 of this Condominium, the Reciprocal Agreement and any agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.

- (c) 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 Corporation, 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 the Condominium or any portion thereof;
 - iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - 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 unit(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 any provisions of any agreement(s) or restriction(s) binding on the Corporation.

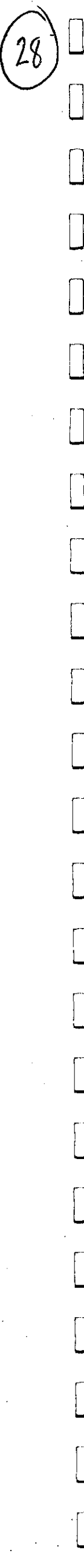
- (d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other

installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium.

- (e) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether temporary or otherwise), without the express written consent of the board. This restriction shall not apply to the Declarant under any circumstances whatsoever.
- (f) No boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of the unit leading directly to any hallway or corridor, nor any portion of the heating, cooling, plumbing, mechanical and/or electrical installations or systems (and appurtenant fixtures and equipment) contained in or forming part of any unit shall be removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor or ceiling of any unit which is not visible from the exterior of said unit.
- (g) Save as may otherwise be expressly provided in this declaration, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (or the exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain the uniform appearance of the Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).
- (h) No unit or units in this Condominium shall be used for the purposes of the commercial exhibition of motion pictures.

Section 29 - Use of Dwelling Units

Each dwelling unit shall be occupied and used only for residential purposes in accordance with the provisions of the applicable zoning by-laws of the City of Toronto pertaining to the Real Property, as amended from time to time, and for no other purposes whatsoever, provided however that the foregoing shall not prevent the Declarant from completing the building 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 units in the



Condominium, nor any mortgagee who has a registered mortgage or charge against not less than ten percent (10%) of the dwelling units in this Condominium, and who seeks to sell the units so encumbered by said mortgage or charge, from utilizing such units for the purposes of creating and/or maintaining a sales office, construction office and/or customer service office, as well as advertising signs, and model suites for display purposes, provided that same does not interfere with the reasonable use and enjoyment of the common elements or other units in this Condominium.

Section 30 - 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 Corporation in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, station wagon, motorcycle, mini-van or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle, commercial truck, commercial van, 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, service and/or loading vehicles utilized by the Declarant and/or any of its agents, employees or contractors in the course of constructing or servicing the Bellair Building, or any part 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 or, nor encroach upon any portion of the common elements. The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation 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.

Section 31 - Use of Hobby/Storage Units and Locker Units

Each hobby/storage unit and each locker unit shall be used and occupied only for such hobby and storage purposes as shall not constitute a nuisance or danger to the other owners, the units or the common elements, nor result in the violation or contravention of any applicable zoning or building by-laws, and/or any fire, health or safety regulations of the Governmental Authorities, and in strict accordance with the rules of the Corporation in force from time to time. No hobby/storage unit shall be used in a manner which could obstruct or interfere with any sprinkler heads installed within such hobby/storage unit, and, without limitation, a minimum clearance of .5 metres from the ceiling shall be maintained vacant and unobstructed at all times. The board of directors may, from time to time, restrict the categories of items that may be stored or used in such hobby/storage units and/or locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units or the common elements. However, such rules may not restrict the Declarant from storing any item in or using any hobby/storage unit or locker unit owned by it, in any

manner and/or for any purposes not expressly prohibited by the applicable by-laws or regulations of the Governmental Authorities.

Section 32 - Use of Parking/Locker Units

Each parking/locker unit shall be used and occupied such that those provisions applicable to parking units as above stated in Section 30 shall apply to that portion thereof designed for parking of motor vehicles and those provisions applicable to locker units as above stated in Section 31 shall apply to that portion thereof designed for storage purposes and the provisions of section 31 and 32 shall therefore apply to the various portions of the parking/locker units, mutatis, mutandis. The parking and storage area portion of the parking/locker units are illustrated and delineated in the description plan of the Condominium.

Section 33 - Use of the Communication Control Unit

(a) The communication control unit (hereinafter referred to as the "CCU") and its appurtenant exclusive use common element areas (as more particularly delineated in Schedule "F" annexed hereto) shall be used and occupied by the owner of such unit and/or its agents, tenants, invitees, licensee, representatives and/or contractors, for the purposes of broadcasting, distributing, transmitting, receiving and retransmitting radio, telephone, television, microwave, wireless, radio data, paging and/or satellite transmissions, signals, or other similar forms of communication, and/or for any similar or ancillary purposes thereto (the "CCU Uses") provided however that such CCU Uses shall be permitted and/or licensed by the applicable Governmental Authorities having jurisdiction thereover. Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the CCU (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

- i) the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the common element areas of this Condominium as may be required in order to obtain full and complete access to the CCU and/or to any of the CCU Equipment (as hereinafter defined);
- ii) the right to install upon or within the CCU, and/or the exclusive use common element areas appurtenant thereto, all such transmission towers, antennae, microwave dishes, satellite dishes, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto (hereinafter collectively referred to as the "CCU Equipment") as may be necessary or desirable for the effective use, operation and/or maintenance of the CCU and the exclusive use common element areas appurtenant thereto; and

30

- iii) the right to install the CCU Equipment through, over, along, upon, and in the common element areas of the Condominium (and to connect same to the building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the CCU Uses, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon, or construct anything within or upon the CCU and/or the exclusive use common element areas appurtenant thereto, for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment and/or the exclusive use common element areas appurtenant to the CCU.

- (b) Once the CCU is utilized or operated for the CCU Uses as hereinbefore contemplated, then in the absence of a separate hydro meter having been installed as appurtenant to the CCU (with said meter being correspondingly read by the local hydro authority and with the owner of the CCU unit being directly billed or invoiced on a periodic basis by the local hydro authority in respect of such hydro consumption), the Corporation may install (at its sole cost and expense) a consumption meter measuring the hydro-electric service utilized or consumed by the CCU. In such case, the Corporation shall cause the said consumption meter to be read on a monthly basis, and shall thereafter submit an invoice with respect to the hydro-electric service so utilized or consumed, to the owner of the CCU (or to such other party or parties as the said owner may direct), reflecting only the actual cost of the hydro-electricity consumed based on the prevailing rate(s) charged from time to time by the applicable hydro-electric authority to the Corporation directly. The Corporation shall also be solely responsible for the maintenance and repair of the said consumption meter.

Section 34 - Temporary Model Suites

One or more 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 suites. 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 of the units in this Condominium or such lesser number as the Declarant may determine in its sole and unfettered discretion, have been sold and transferred by the Declarant.

PART 7 - LEASING OF UNITS

Section 35 - 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 Corporation in writing that the unit has been leased;
 - ii) provide the Corporation 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 of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing 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 Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation 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 36 - Tenant's Liability

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

Section 37 - 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.

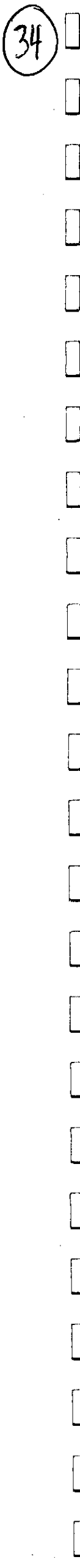
PART 8- MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 38 - Maintenance and Repairs to 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 section 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 Corporation, in which case the Corporation 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 of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation 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) Without limiting the generality of the foregoing, each owner having:
 - i) a fireplace constructed or installed by the Declarant as part of his or her dwelling unit, shall be responsible for the cleaning, sweeping and overall maintenance and repair of the fireplace itself and the flue appurtenant to such fireplace, while the Corporation shall be responsible for the maintenance and repair of the chimney or exterior portion(s) of the exhaust pipe appurtenant to such fireplace; and
 - ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit, shall be responsible for cleaning the underside of the skylight(s), but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) any such skylight(s), provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.
- (c) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the individually-controlled heat pump unit (and all equipment appurtenant thereto) comprising all or part of the heating/air-conditioning system servicing his or her dwelling unit (whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C"

annexed to this declaration), provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 38(f) and section 45 of this declaration shall apply. Each owner shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to the heat pump unit (and any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe, and shall correspondingly allow the Corporation's authorized agents, representatives, employees and/or retained contractors access thereto at all reasonable times in order to carry out said work.

- (d) The Corporation shall maintain and repair the communication control unit (and the exclusive use common element areas appurtenant thereto), including without limitation, the roof slab and any waterproof membrane, ballast, parapet walls, cladding, wooden and/or concrete catwalks, mechanical rooms (including all equipment and appurtenances thereto which are situate therein, and are used in connection with the operation and/or maintenance of the Condominium), the stairwell enclosures, and any other structural elements and roof surface treatments situate within the boundaries of the communication control unit and/or the exclusive use common element areas appurtenant thereto. The Corporation shall cause all maintenance and repair work to the communication control unit to be performed or carried out in such a manner as will produce or cause the least amount of interference with the use and/or enjoyment of the communication control unit by the owner of such unit, and/or his or her agents, tenants, invitees, licensees and contractors. Notwithstanding the foregoing, the owner of the communication control unit shall be obliged to reimburse the Corporation for all reasonable costs incurred in repairing any portion of the communication control unit (and the exclusive use common element areas appurtenant thereto) which are necessitated solely by the installation and/or operation of the CCU Equipment (and not by reason of the Corporation's failure to properly maintain and repair the communication control unit as would a prudent owner of same).
- (e) 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 Corporation, 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 Corporation



forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.

(f) In accordance with the provisions of section 92 of the Act, the Corporation 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 Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation 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 Corporation 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 Corporation similar to the case of common expense arrears).

(g) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation 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 Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation 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.

(h) 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 Corporation 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 Corporation 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 Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation'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 Corporation 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 Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation 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 Corporation, 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 Corporation similar to the case of common expense arrears).

Section 39 - Maintenance and Repairs to Common Elements

- (a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements, including without limitation the recreational facilities, but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon) any common element areas designated for the exclusive use of any owner pursuant to Schedule "F" of this declaration.
- (b) In order to maintain a uniformity of appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
 - i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to the outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;
 - ii) 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 and skylights, if any [except for the maintenance of the exterior surfaces of windows within any dwelling units accessible by balconies or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected unit owner(s)].
- (c) Notwithstanding anything provided in the preceding subsections 39(a) and (b) hereof to the contrary, it is expressly stipulated and declared that:
 - i) each dwelling unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;

36

ii) each dwelling unit owner having exclusive use of any balcony or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering within such balcony or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony or terrace 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 or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), 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) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony or terrace area, shall not alter or repair said balcony or terrace 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 Corporation;

iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony or terrace area appurtenant to the dwelling unit of such owner (hereinafter

collectively referred to as the "Exclusive-Use Landscaping Materials"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:

- A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
- B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;

on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use balcony or terrace area appurtenant to his or her dwelling unit from placing, within the confines of such balcony or terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;

- v) each owner of a dwelling unit having the exclusive use of an outdoor terrace 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 the terrace landscaping situate within the confines of such exclusive use terrace area (hereinafter referred to as "Terrace Landscaping"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such unit and/or its exclusive use common element area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, provided however that:

- A) all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the underside of) any interlocking stones, concrete slabs and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and
- B) if any interlocking stones, concrete slabs and/or paved stones are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by such owner's negligence or wilful misconduct) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition;

vi) 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, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, 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 Corporation. 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 Corporation 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 Corporation 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 that has the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" annexed hereto from placing, within the confines of said exclusive use outdoor terrace area, 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 Corporation need not be sought or obtained with respect thereto; and

- vii) in the event that any unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use terrace area in accordance with the foregoing provisions of this declaration fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, on such owner's behalf, and in such case the said owner shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).

- (d) Each dwelling unit owner having the exclusive use of a balcony or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any other unit or common element area(s) in this Condominium, including without limitation, the installation or operation of window-washing equipment, scaffolding and a swingstage (in order to facilitate the cleaning of all windows exterior to the dwelling units not accessible by any balcony or terrace area), where applicable.

- (e) 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 terrace area any

40

- object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.
- (f) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights and/or doors serving his or her dwelling unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the deductible amount payable under such insurance policy.
 - (g) The Corporation 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 Corporation's master key entry system), unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees or licensees, in which case the Corporation 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 Corporation's master key entry system. No one shall be entitled to repair or replace any lock leading directly into any of the dwelling units, hobby room and/or storage room units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.
 - (h) 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 terrace area, or alternatively where the Corporation 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 Corporation 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 Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation'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 Corporation 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 Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation 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 Corporation, 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 Corporation similar to the case of common expense arrears).

(i) In light of the fact that:

- i) section 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 Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;
- 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 Corporation 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 Corporation, could be prejudicial or detrimental to the best interests of the Corporation, 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 allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation 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 Corporation 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 Corporation shall attend to the repair of 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 Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation 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 Corporation 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 Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense (either as a direct expenditure from the Corporation'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 Corporation 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 Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 9 - INSURANCE

Section 40 - Insurance Maintained by the Corporation

(a) All-Risks Property Insurance

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in section 99(2) the Act), and including coverage against damage by fire, flood, explosion, collapse, earthquake, hail, windstorm, lightning, impact by vehicles or aircraft, riots, vandalism or malicious acts, smoke and leakage from fire protection equipment, as well as against such other risks or perils as the Corporation may from time to time be required to be insured against pursuant to the terms of the Reciprocal Agreement, as well as against such other risks or perils which the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

- i) the common elements, including any improvements or betterments made to the common elements and amenities (or any portion thereof) from time to time;
- ii) the personal property owned by the Corporation, 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 (the "Property Insurance"). This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof); provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Public Liability, Property Damage and Boiler Insurance

- (i) The Corporation shall obtain and maintain public liability and property damage insurance ("**Liability Insurance**"), with limits to be determined by the board, but in no event less than five million dollars (\$5,000,000.00) of coverage per occurrence, insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements or arising from the ownership, use and/or operation (by or on behalf of the Corporation of motor vehicles.
- (ii) The Corporation shall obtain and maintain water pressure vessel insurance coverage against loss or damage by *inter alia*, explosion, collapse by vacuum, cracking, burning or bulging of any steam or hot water boilers, pipes or accessories and mechanical and electrical break down (collectively, the "**Boiler Insurance**") in such amount as would normally be maintained by a prudent owner of such buildings but in no event less than 50% of the Property Insurance coverage required pursuant to clause (i) above, and shall specifically contain or include a "Disputed Loss" provision between the property loss insurer and the boiler and machinery insurer.

(c) General Provisions Regarding Policies of Insurance

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation 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);
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, 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 cancelled 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 defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation'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 41 - General Provisions Regarding the Corporation'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 Corporation, 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 Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation 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 Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner 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 an 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 Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation 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 Corporation 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 Corporation 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 Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to



time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance held or maintained by the Corporation, 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 42 - Insurance Requirements in the Reciprocal Agreement

All of the insurance policies to be obtained and maintained by the Corporation shall also comply with all of the applicable insurance requirements set forth in Article 8.00 of the Reciprocal Agreement. In the event of any conflict or inconsistency between the insurance provisions of this declaration and the provisions of Article 8.00 of the Reciprocal Agreement, the provisions of Article 8.00 of the Reciprocal Agreement shall prevail and the Corporation shall be bound to comply with therewith.

Section 43 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in 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 44 - 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 Corporation, 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 Corporation), 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 automobile(s) and/or bicycle(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 Corporation 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 Corporation;
- (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 Corporation;
- (e) Contingent insurance coverage, in the event that the Corporation'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 Corporation's master insurance policy, that is payable by an owner or for which an owner may be responsible for reimbursing the Corporation; and
- (g) Any other insurance deemed necessary or desirable by any owner and his or her insurance advisors.

Section 45 - Indemnification of the Corporation by Owners

Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of 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 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 Corporation 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 Corporation. 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 Corporation 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 Corporation's insurance deductible, if applicable, and all legal fees

on a solicitor and his/her own client basis, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), 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 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 Corporation 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 Corporation against such owner's unit, similar to the case of common expense arrears).

Section 46 - Insurance Trust Agreement

- (a) The Corporation shall enter into a counterpart of the Insurance Trust Agreement whereby the Corporation shall assume and be bound by all of the rights and obligations of the Declarant thereunder, whereupon the Declarant shall be automatically released from any further liabilities or obligations thereunder.
- (b) The Corporation shall at all times maintain the Insurance Trust Agreement or another insurance trust agreement which complies with the requirements of the Reciprocal 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 (hereinbefore and hereinafter referred to as the "Insurance Trustee").

PART 10 - DUTIES OF THE CORPORATION

Section 47 - Duties

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To cause heat, hydro-electricity and all other requisite utility services to be provided to the units and the common elements (and to all amenities and facilities situate within the common elements);
- (b) To ensure that the recreational facilities and common elements are fully functional and operable during normal or customary hours of use (as determined by the Declarant prior to the turnover meeting convened pursuant to section 43 of the Act and thereafter by the board of directors);

- (c) To illuminate, maintain and repair (as the case may be) all portions of the Shared Facilities situate within the boundaries of this Condominium, in accordance with the provisions of the Act, this declaration and the Reciprocal Agreement;
- (d) To ensure that no actions or steps are taken by the Corporation which would prohibit, limit or restrict the use of the Shared Facilities situate within the boundaries of this Condominium, by the Retail Owner in accordance with the provisions of the Reciprocal Agreement;
- (e) To enter into a counterpart of the Reciprocal Agreement, as soon as possible after registration of the Corporation, and to comply with all its covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein;
- (f) To enter into a counterpart of the Insurance Trust Agreement, as soon as possible after registration of the Corporation, and to comply with all its covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein;
- (g) To pay this Condominium's Proportionate Share of the Shared Facilities Costs in accordance with the provisions of this declaration and/or the Reciprocal Agreement;
- (h) To abide by, and comply with, the terms and provisions of any registered condominium, development, or similar agreement entered into with any Governmental Authorities (and any successor or supplementary agreement(s) with respect thereto) which are (or will be) registered against the units and/or common elements (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**")
- (i) To abide by, and comply with, and cause the units owners and their respective tenants to comply with, the terms of an agreement made between Famous Players Realty Investments Limited and Famous Players Limited and registered against the units and common elements as Instrument No. CT78260, as amended (the "**Famous Players Agreement**") which places restrictions on the use of the Bellair Lands for purposes of the commercial exhibition of motion pictures;
- (j) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of The Planning Act R.S.O. 1990, as amended) and which license shall be duly authorized by a special by-law, pursuant to section 9(1)(b) of the Act;

- (k) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of either Rogers Cable Inc. and/or the owner of the communication control unit in this Condominium, and/or a company associated, affiliated with or related to said owner of the communication control unit (hereinafter referred to as the "**Cable 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 Cable Company's cable television and/or other communication service lines and wires (and all necessary appurtenances thereto) in order to facilitate the supply of cable television and other communication services to each of the dwelling units in this Condominium, and if so requested by the Cable Company, to enter into (and abide by the terms and provisions of) an agreement with the Cable Company pertaining to the provision of cable television and/or other communication services to this Condominium (hereinafter referred to as the "**Cable Agreement**");
- (l) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- (m) To ensure that no actions or steps are taken by the Corporation, or by any unit owner, which would prohibit, limit or restrict the use of the recreational facilities by the Declarant and its authorized agents, representatives and invitees, in connection with the Declarant's marketing, sales, construction and/or customer-service programs, at the times and in the manner specifically contemplated or provided for in this declaration;
- (n) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation 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 Corporation and its authorized agents, representatives, 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 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;

(o) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:

- i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

- (p) 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 Tridel Corporation) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- (t) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien

arising pursuant to the 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 Corporation against such owner in the same manner as common expenses).

- (u) To execute, forthwith upon the Declarant's request, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the Declarant's obligations and liabilities to contribute towards the Shared Facilities Costs
- (v) To maintain the landscaping treatments and features within the condominium plan to the same standards as installed by the Declarant;and
- (w) To keep the residential lobby staffed by a doorman and/or concierge.

PART 12 - GENERAL MATTERS

Section 48- Rights of Entry

- (a) The Corporation, 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, which includes any representative or agent of the Retail/Commercial Garage Condominium or any person authorized pursuant to any provision of the Reciprocal Agreement, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property or which violates any public health or safety code or regulation, or for the purposes of carrying out any duty imposed upon the Corporation or for any purpose contemplated in the Reciprocal Agreement.
- (b) In case of an emergency, any agent, employee or authorized representative of the corporation may enter a unit at any time without notice or express permission, 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 any assets of the Corporation or which violates any public health or safety code or regulation. The Corporation or any one authorized by it may determine whether such an emergency exists in its sole discretion.
- (c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

- (d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.
- (e) The Corporation shall retain a master key to all locks controlling entry into each dwelling unit, hobby/storage unit and locker room unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her dwelling unit, hobby/storage unit or locker unit (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 Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

Section 49 - 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 50- Waiver

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

Section 51 - 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, shall be given as follows:
 - i) **To an owner**, by giving same to him or her (or to any director or officer of the owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective unit.
 - ii) **To a mortgagee** who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee (or to any director or officer of such mortgagee) either personally or by ordinary mail, postage prepaid,

addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.

- iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- (b) If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day (excluding Saturdays, Sundays and statutory holidays) following the day on which it was mailed.
- (c) In the event of a postal strike or other interruption of mail service, all notices shall be personally delivered. All notices given by personal delivery shall be deemed to be received upon the date of such personal delivery.

Section 52 - Construction of the Declaration

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

Section 53 - Headings

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

Section 54- Statutory References

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


DATED at the City of Toronto, this _____ day of May, 2003.

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

THE RESIDENCES OF NO. 10 BELLAIR INC.

Per: 

Seamus P. Foran - Assistant Secretary

Per: 

Tony Moro - Secretary

We have authority to bind the Corporation

55

SCHEDULE "A"**TO THE DECLARATION OF THE RESIDENCES OF NO. 10 BELLAIR INC.**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, Province of Ontario, being composed of those parts of Lots 8, 9, 10, 11 and 12, Registered Plan 419-York, City of Toronto, registered in the Toronto Land Registry Office (No. 66) more particularly designated as Parts 1, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 26, 27, 32 and 34 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No.66), as Plan 66R-20304 (the "**Residential Lands**");

Being part of P.I.N.s 21197-0028 (LT)

1. Together with an easement over Part 1 on Plan 66R-17395 as set out in Instrument No. CA465621.
2. Subject to an easement over Parts 22, 23, 24 and 25 on Plan 66R-20304 as set out in Instrument No. 74481EM.
3. Subject to an easement, right of way or right in the nature of an easement in, over, along, upon and through that part of Lots 10 and 11 on Plan 419 -York designated as Part 5 on Reference Plan 66R- 20304 (the "**Service Rooms Access Corridor**") in favour of the owner of Part of Lots 8, 9, 10, 11 and 12, Registered Plan 419 – York designated as Parts 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31 and 33 on Plan 66R-20304 in the City of Toronto (the "**Retail Lands**") and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors for purposes of pedestrian access to and egress from the transformer room and electrical room situate within those parts of Lots 10, 11 and 12 on Plan 419-York designated as Parts 3 and 4 on Reference Plan 66R-20304 as set out in Instrument No. AT141828;
4. Subject to an easement, right of way or right in the nature of an easement in, over, along, upon and through that part of Lot 8 on Plan 419-York designated as Part 7 on Reference Plan 66R-20304 (the "**Bellair Exit Stairwell and Corridor**") in favour of the owner of the Retail Lands (the "**Retail Owner**") and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors for purposes of pedestrian access to and egress from Bellair Street to the Retail Lands as set out in Instrument No. AT141828;
5. Subject to an easement, right of way or right in the nature of an easement in, over, along, upon and through that part of Lots 9, 10 and 11 on Plan 419-York designated as Part 8 on Reference Plan 66R-20304 (the "**Service Elevator and Corridor**") in favour of the Retail Owner and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors

for purposes of pedestrian access to and egress from the 6th floor retail mechanical room situate within that part of Lots 8, 9, 10, 11 and 12 designated as Part 10 on Reference Plan 66R-20304 as set out in Instrument No. AT141828;

6. Subject to an easement, right of way or right in the nature of an easement in, over, along, upon and through those parts of Lots 8, 9, 10, 11, and 12 on Plan 419-York designated as Parts 3, 4, 6, 23, 26 and 27 on Reference Plan 66R-20304 (the "**Service Rooms**") containing a transformer room, electrical room(s), mechanical room and generator room in favour of the Retail Owner and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors for the purposes of housing, operating and maintaining various mechanical, electrical, fire protection and/or utility equipment serving the Retail Lands as set out in Instrument No. AT141828;
7. Subject to an easement, right and right in nature of an easement in, on, over, through, along and upon those parts of Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 1, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 26, 27 and 34 on Plan 66R-20304, in favour of the Retail Owner and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors, as is necessary or convenient for the purposes of maintaining, operating, altering, repairing, cleaning, replacing, and inspecting drainage pipes, traps and clean-outs, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical services, exhaust fans, stand pipe systems, telephone, television and cable conduits, cables, wires and lines, ventilation ducts or shafts, air conditioning, security, fire protection and waste disposal systems, ecology or filtration systems and/or various other mechanical and electrical services and utilities, together with all appurtenances thereto which are in existence and were installed prior to the date of the transfer registered as Instrument No. AT141828 and which serve the Retail Lands and for the purpose of enabling the Transferee to fulfil or satisfy any of its obligations contained in the Statement of Approval/Undertaking granted by the City of Toronto to The Residences of No. 10 Bellair Inc. on October 27, 2000 pursuant to Section 41 of the Planning Act (the "**Statement of Approval**") and in an agreement made between B.C. Pacific Capital Corporation, 1352921 Ontario Inc. and the City of Toronto registered in the Land Titles Office at Toronto on September 30, 1999 as Instrument No. CA-628607 (the "**Section 37 Agreement**"), provided that any of such easements or rights shall only be exercised in a manner that does not unreasonably interfere with or disturb the residents of the Residential Lands as set out in Instrument No. AT141828;
8. Subject to an easement, right and right in nature of an easement in, on, over, along and upon those parts of Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 1, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 26, 27 and 34 on Plan 66R-20304, in favour of the Transferee and its tenants and their respective duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors, as may

be necessary or convenient for the purposes of enabling or facilitating the repair, replacement, alteration, cleaning, maintenance, servicing and/or inspection of any building, structures, installations or appurtenances situate on the Retail Lands, provided that such easement or right shall only be exercised in a manner that does not unreasonably interfere with or disturb the residents of the Residential Lands as set out in Instrument No. AT141828;

9. Subject to an easement for support, or a right of support in, on, over, across, along, upon and through all of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs and/or any other component(s) of any building(s), structure(s), installation(s), improvement(s), and/or soil situate within the Residential Lands, (the "**Residential Support**") in favour of the Retail Owner and its tenants, for the purposes of providing support to the building(s), structures(s), improvement(s) and/or installation(s) presently erected on the Retail Lands or any portion thereof or replacement thereof as set out in Instrument No. AT141828;
10. Together with an easement, right of way or right in the nature of an easement, in, over, along, upon and through those parts of Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 2, 9, 11, 12, 13, 14, 16, 18 and 19 on Reference Plan 66R-20304 (the "**Servicemen Pedestrian Access**") in favour of the duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors of the owner of the Residential Lands and its successors and assigns and any condominium corporation registered in respect of the Residential Lands (the "**Residential Owner**"), for purposes of pedestrian access to and egress from the Residential Lands as set out in Instrument No. AT141828;
11. Together with an easement, right of way or right in the nature of an easement in, over, along, upon and through those parts of Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 11, 12, 13, 14, 16, 18 and 19 on Reference Plan 66R-20304 (the "**Resident Pedestrian Access**") in favour of the Residential Owner and the respective residents and tenants of the Residential Lands for the purposes of pedestrian access to and egress from the Residential Lands as set out in Instrument No. AT141828;
12. Together with an easement, right of way or right in the nature of an easement, in, over, along, upon and through those parts Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 13, 14, 18, 19 and 20 on Reference Plan 66R-20304 (the "**Resident Vehicular Access**") in favour of the Residential Owner and the residents and tenants of the Residential Lands for the purposes of vehicular access and egress from the parking spaces situate within the Residential Lands as set out in Instrument No. AT141828;
13. Together with an easement, right of way or right in the nature of an easement, in, over, along, upon and through those parts of Lots 8, 9, 10, 11 and 12 on Plan 419-

York more particularly designated as Parts 13, 14, 18, 19, 20 and 21 on Reference Plan 66R- 20304 (the "**Serviceman Vehicular Access**") in favour of the duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors of the Residential Owner for the purposes of vehicular access and egress from the loading docks, garbage removal areas and the underground garage situate within the building situate on the Retail Lands and Residential Lands by their respective service vehicles as set out in Instrument No. AT141828;

14. Together with an easement, right of way and right in nature of an easement in, on, over, through and along those parts of the Lots 8, 9, 10, 11 and 12 on Plan 419-York designated as Parts 2, 14, 15 (save and except the portion containing the machine room), 20 and 21 on Plan 66R- 20304 (the "**Garbage/Moving Service Areas**") containing, inter alia, loading areas, turntable, corridors and service elevator in favour of Residential Owner, and its duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors for purposes, on garbage pick-up days, of transporting, moving, unloading or removing garbage or waste emanating or derived from the Residential Lands and, in addition, in respect of Parts 14, 15 (save and except the portion containing the machine room), 20 and 21 on Plan 66R-20304, in favour of Residential Owner, and its duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors and in favour of its residents and tenants for purposes of allowing loading and unloading of furnishings, appliances, and personal belongings to and from the dwelling units in the Residential Lands, by loading cart, truck or other vehicle including, without limitation, the allowing of the temporary stationing or stopping of such cart, truck or vehicle thereon as set out in Instrument No. AT141828;
15. Together with an easement, right of way or right in the nature of an easement in, over, along, upon and through those parts of Lot 12 on Plan 419-York designated as Parts 17, 29 and 30 on Reference Plan 66R-20304 (the "**Ventilation Air Space**") comprising air space above air shafts in favour of the Residential Owner and its residents, tenants visitors and licensees for ventilation purposes as set out in Instrument No. AT141828;
16. Together with an easement, right and right in nature of an easement in, on, over, through, along and upon the Retail Lands in favour of the Residential Owner and its duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors, as may be necessary or convenient for the purposes of maintaining, operating, altering, repairing, cleaning, replacing, and inspecting drainage pipes, traps and clean-outs, underground storm and sanitary sewers, water services, gas services, insulation systems, electrical services, exhaust fans, stand pipe systems, telephone, television and cable conduits, cables, wires and lines, ventilation ducts or shafts, air conditioning, security, fire protection and/or waste disposal systems, ecology or air filtration systems and/or various other

services and/or utilities, together with all appurtenances thereto, which are existing and installed prior to the date of this Transfer and which serve or benefit the Residential Lands and for the purpose of enabling the Residential Owner to fulfil or satisfy any of its obligations contained in the Statement of Approval and the Section 37 Agreement, provided that any of such easements or rights shall only be exercised in a manner that does not unreasonably interfere with or disturb any commercial activity or trade conducted on the Retail Lands as set out in Instrument No. AT141828;

17. Together with an easement, right and right in nature of an easement in, over, along and through the Retail Lands in favour of the Residential Owner and its duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors, as may be necessary or convenient for the purposes of enabling or facilitating the repair, replacement, alteration, cleaning, maintenance, servicing and/or inspection of any building, structures, installations or appurtenances which are situate within the Residential Lands provided that such easement or right shall only be exercised in a manner that does not unreasonably interfere with or disturb any commercial activity or trade conducted on the Retail Lands as set out in Instrument No. AT141828;
18. Together with an easement for support, or a right of support in, on, over, across, along, upon and through all of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs and/or any other component(s) of any building(s), structure(s), installation(s), improvement(s), and/or soil situate within the Retail Lands (the "Retail Support") in favour of the Residential Owner and its residents and tenants, for the purposes of providing support to the building(s), structures(s), improvement(s) and/or installation(s) presently erected on the Residential Lands or any portion thereof or replacement thereof as set out in Instrument No. AT141828; and
19. Together with an easement, right of way or right in the nature of an easement in, on, over, along, across, upon and through the Retail Lands for the benefit of the Residential Lands or any portion thereof, and in favour of the Residential Owner and its duly authorized agents, representatives, employees, servicemen, contractors and/or subcontractors, for the purposes of enabling, facilitating and/or expediting the construction and completion of the building, or parts thereof, within the Residential Lands, and to facilitate the integration of same with the buildings, structures, installations and/or services now or hereafter constructed or installed upon the Retail Lands, and which easement or right of way shall include, without limitation, the right to penetrate, cross, drill through, affix to, bore into or travel through, upon, along or under any floor slab(s), ceiling(s), concrete block or masonry wall(s), drywall enclosure(s) or similar installation(s) located within the Retail Lands for any of the foregoing purposes, provided that such easement or

60


right of way shall not impair or diminish the load-bearing capacity or structural integrity of same, or any support that same may provide to any portion of the building on the Retail Lands or any portion thereof from time to time, provided further that such easement or right shall only be exercised in a manner that does not unreasonably interfere with or disturb any commercial activity or trade conducted on the Retail Lands and provided further that this easement or right of way shall automatically terminate (and be of no further force or effect) 180 days after the registration of a condominium corporation in respect of the Residential Lands as set out in Instrument No. AT141828.

In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described exist in law, and the Declarant is the registered owner of the aforementioned lands and the appurtenant easements hereinbefore described.

DELZOTTO, ZORZI,

solicitors and duly authorized agents for

THE RESIDENCES OF NO. 10 Bellair INC.

Per: 

Mary Critelli

61

SCHEDULE "B"

TO THE DECLARATION OF THE RESIDENCES OF NO. 10 BELAIR INC.

CONSENT

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

1. The Toronto-Dominion Bank has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E426580 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. The Toronto-Dominion Bank consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. The Toronto -Dominion Bank postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. The Toronto-Dominion Bank is entitled by law to grant this consent and postponement.

DATED this BH day of April, 2003 .

THE TORONTO-DOMINION BANK

Per: 
 Name: Kathy Mitchell
 Position: Assistant Manager
 Mortgage Securitization

Per: _____
 Name:
 Position:

We have authority to bind the Bank

SCHEDULE "B"

CONSENT

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

1. St. Paul Guarantee Insurance Company has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number CA708894 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. St. Paul Guarantee Insurance Company consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. St. Paul Guarantee Insurance Company postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. St. Paul Guarantee Insurance Company is entitled by law to grant this consent and postponement.

DATED this 5th day of May, 2003

ST. PAUL GUARANTEE INSURANCE COMPANY

Per: _____

Name:

Position:


Howard P. Friedman
Assistant Vice President

Per: _____

Name:

Position:


Jim Emanoilidis
Senior Underwriter

We have authority to bind the Corporation

63

SCHEDULE "B"


CONSENT

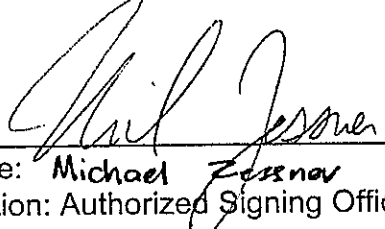
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Gentra Canada Investments Inc. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Numbers CA692675 in the Toronto Land Registry Office (No. 66).
2. Gentra Canada Investments Inc. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Gentra Canada Investments Inc. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Gentra Canada Investments Inc. is entitled by law to grant this consent and postponement.

DATED this 7 day of April, 2003.

GENTRA CANADA INVESTMENTS INC.

Per: 
 Name: Seamus Foran
 Position: Authorized Signing Officer

Per: 
 Name: Michael Fessner
 Position: Authorized Signing Officer

We have authority to bind the Corporation

64

SCHEDULE "B"

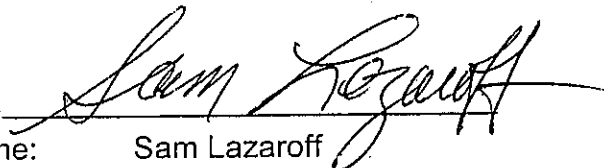
CONSENT

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

1. Randa Developments Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number CA692677 in the Toronto Land Registry Office(No. 66).
2. Randa Developments Limited consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Randa Developments Limited postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Randa Developments Limited is entitled by law to grant this consent and postponement.

DATED this 7th day of April, 2003.

RANDA DEVELOPMENTS LIMITED

Per: 
 Name: Sam Lazaroff
 Position: Authorized Signing Officer

I have authority to bind the Corporation.

65

SCHEDULE 'C'

TO THE DECLARATION OF THE RESIDENCES OF No. 10 BELLAIR INC.

DWELLING UNITS: (Being Units 1 to 4 both inclusive on Level 3, Units 1 to 7 both inclusive on Level 4, Units 1 to 17 both inclusive on Level 5, Units 1 to 8 both inclusive on Level 6, Units 1 to 7 both inclusive on Level 7, Units 1 to 7 both inclusive on Levels 8 and 9, Units 1 to 6 both inclusive on Levels 10 to 12 inclusive, Units 1 to 7 both inclusive on Levels 13 and 14, Units 1 to 6 both inclusive on Levels 15 and 16, Units 1 to 4 both inclusive on Levels 17 to 22 both inclusive, and Units 1 and 2 on Levels 23 to 26 both inclusive as illustrated in Part 1 Sheets 3 to 17 inclusive of the description filed concurrently with the declaration.)

- a) Each Dwelling Unit is bounded vertically by:
 - i) the upper surface of the concrete floor slab beneath the unit; and
 - ii) the lower surface of the concrete ceiling slab above the unit; and
 - iii) the backside face of the drywall suspended ceiling within Units 1 and 2 on Level 26 as illustrated on Sheet 17 in Part 1 of the description filed concurrently with the declaration.

- b) Each Dwelling unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh airshafts, pipe spaces and elevators. In the vicinity of the mechanical room and storage room within the upper portion of Unit 1 on Level 26 the boundary shall be the line and face of concrete/concrete block wall on the perimeter walls as illustrated on Sheet 17 in Part 1 of the description filed concurrently with the declaration. In the vicinity of the opening in the perimeter wall between Units 2 and 3 on Level 11 the boundary shall be a vertical plane defined by joining the centreline of the concrete perimeter wall separating said Units 1 and 2 as illustrated on Sheet 9 in Part 1 of the description filed concurrently with the declaration.

- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.

- d) In the vicinity of the skylight above Unit 1 on Level 26 the boundary shall be the unit side face of acrylic skylight and the backside face of drywall as illustrated on Sheet 17 in Part 1 of the description filed concurrently with the declaration.

- e) In the vicinity of the stair well opening between the upper and lower portions of Unit 1 on Level 26 the boundaries shall be: the upper surface of the concrete floor slab, the backside face of the drywall suspended ceiling and the backside face of drywall enclosing the opening in the concrete slab as illustrated in Section A-A on Sheet 17 in Part 1 of the description filed concurrently with the declaration.

PARKING UNITS: (Being Units 1 to 17 both inclusive on Level B, Units 1 to 12 both inclusive, Units 14 to 26 both inclusive, Units 31 to 42 both inclusive and Units 44 to 95 on Level C and Units 1 to 3 both inclusive, Units 5 to 17 both inclusive, Units 22 to 33 both inclusive, Units 35 to 55 both inclusive, Units 57 to 76 both inclusive, Units 80 to 95 both inclusive and Unit 103 on Level D as illustrated in Part 1 on Sheets 21, 22 and 23 of the description filed concurrently with the declaration.)

The boundaries of each parking unit shall be:

- a) the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
- b) a plane distant 1.9 metres above the concrete floor slab and measured perpendicularly there from; and
- c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and
- d) the vertical planes, as illustrated on Sheets 21, 22 and 23 in Part 1 of the description formed by:
 - i) the face of columns; and
 - ii) the production of the face of masonry walls or columns; and
 - iii) joining the centre line of the concrete columns and their production; and
 - iv) the centre line of column and measurements; and
 - v) measurements from the concrete columns and walls as illustrated on Sheets 21, 22 and 23 in Part 1 of the description filed concurrently with the declaration; and
 - vi) the centreline of concrete columns.

PARKING/LOCKER UNITS: (Being Units 13, 27, 28, 29, 30 and 43 on Level C and Units 4, 18, 19, 20, 21, 34, 56, 77, 78 and 79 on Level D as illustrated in Part 1 on Sheets 22 and 23 of the description filed concurrently with the declaration.)

The boundaries of each Parking/Locker Unit shall be:

- a) the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
- b) a plane distant 1.9 metres above the concrete floor slab and measured perpendicularly there from, except in the vicinity of the locker component where the boundary shall be the underside surface of the concrete ceiling above; and
- c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and
- d) the vertical planes formed by:
 - i) the face of columns; and
 - ii) joining the centreline of concrete columns; and
 - iii) the production of the face of concrete, concrete block or masonry walls or columns; and
 - iv) measurements from concrete walls or columns as illustrated on Sheets 22 and 23 in Part 1 of the description filed concurrently with the declaration.

LOCKER UNITS: (Being Units 18 to 21 both inclusive on Level B, Units 96 to 106 both inclusive on Level C and Units 96 to 102 on Level D as illustrated in Part 1 on Sheets 21, 22 and 23 of the description filed concurrently with the declaration.)

Each locker unit is bounded vertically by:

- i) the upper unfinished surface of concrete floor slab beneath the unit; and
- ii) the lower surface of concrete ceiling slab above the unit.

Each locker unit is bounded horizontally by:

- i) the unit side line and face of concrete/concrete block wall or column.

HOBBY/STORAGE UNITS: (Being Units 1 to 80 both inclusive on Level A and Units 18 to 27 both inclusive on Level 5 as illustrated in Part 1 on Sheets 5 and 19 of the description filed concurrently with the declaration.)

Each Hobby/Storage Unit is bounded vertically by:

- i) the lower surface of the concrete ceiling above the unit; and
- ii) the upper surface of the concrete floor slab beneath the unit; and
- iii) the backside face of the drywall ceiling above part of Units 45 and 46 on Level A as illustrated on Sheet 19 in Part 1 of the description filed concurrently with the declaration.

Each Hobby/Storage Unit is bounded vertically by:

- i) the backside face of drywall on all perimeter walls; and
- ii) the unfinished interior or unit side face of door and door frame; and
- iii) the face of concrete, concrete block wall or concrete column where ever illustrated on Sheets 5 and 19 in Part 1 of the description filed concurrently with the declaration.

COMMUNICATION CONTROL UNIT: (Being Unit 1 on Level 27, as illustrated in Part 1 on Sheet 18 of the description filed concurrently with the declaration.)

The Communication Control Unit is bounded horizontally by:

- i) the line and face of concrete, concrete block or masonry wall or column; and
- ii) vertical planes controlled by measurements; and
- iii) in the vicinity of the lower extent of the Communication Control Unit (at levels A and B) the boundary shall be the line and face of concrete or masonry walls and vertical planes controlled by measurements as illustrated on Sheet 18 in Part 1 of the description filed concurrently with the declaration; and
- iv) in the vicinity of the conduits within the Unit the boundary shall be vertical planes controlled by measurement as illustrated on Sheet 18 in Part 1 of the description filed concurrently with the declaration; and
- v) in the vicinity of the electrical closets on Levels 3 to 25 inclusive the boundary shall be the line and face of concrete/concrete block wall and face of concrete slab as illustrated on Sheet 18 in Part 1 of the description filed concurrently with the declaration; and
- vi) in the vicinity of the conduits that are located within concrete slabs or walls and which are contiguous to the Communication Control Unit the boundary shall be the face of concrete slab or wall enclosing said conduits; and
- vii) the upward projection of the exterior line and face of concrete/masonry wall or parapet in the vicinity of the open area at the upper roof as illustrated on Sheet 18 in Part 1 of the description filed concurrently with the declaration.

The Communication Control Unit is bounded vertically by:

- i) the lower surface of concrete ceiling slab and production; and
- ii) the upper surface of concrete floor slab and production; and
- iii) in the vicinity of the upper roof area the Communication Control Unit is bounded by a plane distant 0.10 metre above the concrete roof slab and measured perpendicularly there from; and
- iv) horizontal planes controlled by measurements and monumentation as illustrated on Sheet 18 in Part 1 of the description filed concurrently with the declaration.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown in Part 1 on Sheets 3 to 23 inclusive of the Description.

Date: 1 May, 2003
I. M. PASTUSHAK LIMITED

Per: *P. Hofmann*
Phillip Hofmann O.L.S.

(68)

**10 BELLAIR
SCHEDULE "D" TO THE DECLARATION**

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	1	3	0.3455974	X	1	=	0.3455974
DWELLING UNIT	2	3	0.6943473	X	1	=	0.6943473
DWELLING UNIT	3	3	1.1786565	X	1	=	1.1786565
DWELLING UNIT	4	3	0.372394	X	1	=	0.372394
DWELLING UNIT	1	4	0.3455974	X	1	=	0.3455974
DWELLING UNIT	2	4	0.7573981	X	1	=	0.7573981
DWELLING UNIT	3	4	0.5777032	X	1	=	0.5777032
DWELLING UNIT	4	4	0.64036	X	1	=	0.64036
DWELLING UNIT	5	4	1.1159997	X	1	=	1.1159997
DWELLING UNIT	6	4	1.1786565	X	1	=	1.1786565
DWELLING UNIT	7	4	0.3775169	X	1	=	0.3775169
DWELLING UNIT	1	5	0.3455974	X	1	=	0.3455974
DWELLING UNIT	2	5	0.7573981	X	1	=	0.7573981
DWELLING UNIT	3	5	0.6659744	X	1	=	0.6659744
DWELLING UNIT	4	5	0.1426525	X	1	=	0.1426525
DWELLING UNIT	5	5	0.1477754	X	1	=	0.1477754
DWELLING UNIT	6	5	0.1426525	X	1	=	0.1426525
DWELLING UNIT	7	5	0.1477754	X	1	=	0.1477754
DWELLING UNIT	8	5	0.1635381	X	1	=	0.1635381
DWELLING UNIT	9	5	0.1753601	X	1	=	0.1753601
DWELLING UNIT	10	5	0.1426525	X	1	=	0.1426525
DWELLING UNIT	11	5	0.1477754	X	1	=	0.1477754
DWELLING UNIT	12	5	0.1682669	X	1	=	0.1682669
DWELLING UNIT	13	5	0.2005805	X	1	=	0.2005805
DWELLING UNIT	14	5	0.64036	X	1	=	0.64036
DWELLING UNIT	15	5	1.1159997	X	1	=	1.1159997
DWELLING UNIT	16	5	1.1786565	X	1	=	1.1786565
DWELLING UNIT	17	5	0.3775169	X	1	=	0.3775169
LOCKER UNIT	18-27 incl.	5	0.0010983	X	10	=	0.010983
DWELLING UNIT	1	6	0.3455974	X	1	=	0.3455974
DWELLING UNIT	2	6	0.7573981	X	1	=	0.7573981
DWELLING UNIT	3	6	0.6466651	X	1	=	0.6466651
DWELLING UNIT	4	6	0.3759406	X	1	=	0.3759406
DWELLING UNIT	5	6	0.3759406	X	1	=	0.3759406
DWELLING UNIT	6	6	0.64036	X	1	=	0.64036
DWELLING UNIT	7	6	2.3762282	X	1	=	2.3762282
DWELLING UNIT	8	6	0.3775169	X	1	=	0.3775169
DWELLING UNIT	1	7-9 incl.	0.3400804	X	3	=	1.0202412
DWELLING UNIT	2	7-9 incl.	0.7573981	X	3	=	2.2721943
DWELLING UNIT	3	7-9 incl.	0.5926778	X	3	=	1.7780334
DWELLING UNIT	4	7-9 incl.	0.5513007	X	3	=	1.6539021
DWELLING UNIT	5	7-9 incl.	0.9788642	X	3	=	2.9365926
DWELLING UNIT	6	7-9 incl.	0.5276566	X	3	=	1.5829698
DWELLING UNIT	7	7-9 incl.	0.8362117	X	3	=	2.5086351
DWELLING UNIT	1	10-11 incl.	1.1195463	X	2	=	2.2390926
DWELLING UNIT	2	10-11 incl.	0.5926778	X	2	=	1.1853556
DWELLING UNIT	3	10-11 incl.	0.5513007	X	2	=	1.1026014
DWELLING UNIT	4	10-11 incl.	0.9788642	X	2	=	1.9577284
DWELLING UNIT	5	10-11 incl.	0.5276566	X	2	=	1.0553132
DWELLING UNIT	6	10-11 incl.	0.8362117	X	2	=	1.6724234
DWELLING UNIT	1	12	0.3400804	X	1	=	0.3400804
DWELLING UNIT	2	12	0.7573981	X	1	=	0.7573981
DWELLING UNIT	3	12	0.5926778	X	1	=	0.5926778
DWELLING UNIT	4	12	1.2539234	X	1	=	1.2539234
DWELLING UNIT	5	12	0.4437202	X	1	=	0.4437202
DWELLING UNIT	6	12	0.5737626	X	1	=	0.5737626
DWELLING UNIT	1	13-14 incl.	0.3400804	X	2	=	0.6801608

69

10 BELLAIR
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	2	13-14 incl.	0.7573981	X	2	=	1.5147962
DWELLING UNIT	3	13-14 incl.	0.5926778	X	2	=	1.1853556
DWELLING UNIT	4	13-14 incl.	0.5513007	X	2	=	1.1026014
DWELLING UNIT	5	13-14 incl.	0.7026227	X	2	=	1.4052454
DWELLING UNIT	6	13-14 incl.	0.4437202	X	2	=	0.8874404
DWELLING UNIT	7	13-14 incl.	0.5737626	X	2	=	1.1475252
DWELLING UNIT	1	15-16 incl.	0.7573981	X	2	=	1.5147962
DWELLING UNIT	2	15-16 incl.	0.5926778	X	2	=	1.1853556
DWELLING UNIT	3	15-16 incl.	0.5513007	X	2	=	1.1026014
DWELLING UNIT	4	15-16 incl.	0.7026227	X	2	=	1.4052454
DWELLING UNIT	5	15-16 incl.	0.4437202	X	2	=	0.8874404
DWELLING UNIT	6	15-16 incl.	0.9185718	X	2	=	1.8371436
DWELLING UNIT	1	17-22 incl.	1.1226989	X	6	=	6.7361934
DWELLING UNIT	2	17-22 incl.	0.8527625	X	6	=	5.116575
DWELLING UNIT	3	17-22 incl.	1.0868387	X	6	=	6.5210322
DWELLING UNIT	4	17-22 incl.	0.8862583	X	6	=	5.3175498
DWELLING UNIT	1	23	1.5120378	X	1	=	1.5120378
DWELLING UNIT	2	23	2.0921054	X	1	=	2.0921054
DWELLING UNIT	1	24	1.478542	X	1	=	1.478542
DWELLING UNIT	2	24	1.7303513	X	1	=	1.7303513
DWELLING UNIT	1	25	1.4174615	X	1	=	1.4174615
DWELLING UNIT	2	25	1.5691776	X	1	=	1.5691776
DWELLING UNIT	1	26	1.6779403	X	1	=	1.6779403
DWELLING UNIT	2	26	1.3161861	X	1	=	1.3161861
COMMUNICATION CONTROL UNIT	1	27	0.0004786	X	1	=	0.0004786
LOCKER UNIT	1-80 incl.	A	0.0010983	X	80	=	0.087864
PARKING UNIT	1-17 incl.	B	0.0021684	X	17	=	0.0368628
LOCKER UNIT	18-21 incl.	B	0.0010983	X	4	=	0.0043932
PARKING UNIT	1-12 incl.	C	0.0021684	X	12	=	0.0260208
PARKING/LOCKER UNIT	13	C	0.0032667	X	1	=	0.0032667
PARKING UNIT	14-26 incl.	C	0.0021684	X	13	=	0.0281892
PARKING/LOCKER UNIT	27-30 incl.	C	0.0032667	X	4	=	0.0130668
PARKING UNIT	31-42 incl.	C	0.0021684	X	12	=	0.0260208
PARKING/LOCKER UNIT	43	C	0.0032667	X	1	=	0.0032667
PARKING UNIT	44-95 incl.	C	0.0021684	X	52	=	0.1127568
LOCKER UNIT	96-106 incl.	C	0.0010983	X	11	=	0.0120813
PARKING UNIT	1-3 incl.	D	0.0021684	X	3	=	0.0065052
PARKING/LOCKER UNIT	4	D	0.0032667	X	1	=	0.0032667
PARKING UNIT	5-17 incl.	D	0.0021684	X	13	=	0.0281892
PARKING/LOCKER UNIT	18-21 incl.	D	0.0032667	X	4	=	0.0130668
PARKING UNIT	22-33 incl.	D	0.0021684	X	12	=	0.0260208
PARKING/LOCKER UNIT	34	D	0.0032667	X	1	=	0.0032667
PARKING UNIT	35-55 incl.	D	0.0021684	X	21	=	0.0455364
PARKING/LOCKER UNIT	56	D	0.0032667	X	1	=	0.0032667
PARKING UNIT	57-76 incl.	D	0.0021684	X	20	=	0.043368
PARKING/LOCKER UNIT	77-79 incl.	D	0.0032667	X	3	=	0.0098001
PARKING UNIT	80-95 incl.	D	0.0021684	X	16	=	0.0346944
LOCKER UNIT	96-102 incl.	D	0.0010983	X	7	=	0.0076881
PARKING UNIT	103	D	0.0021684	X	1	=	0.0021684


70

10 BELLAIR
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)
			100%

The Residences of No. 10 Bellair Inc., hereby confirms the percentages and calculations herein.
The Residences of No. 10 Bellair Inc.

Per: 
Seamus P. Foran - Assistant Secretary

Per: 
Tony Moro - Secretary

We have authority to bind the Corporation

SCHEDULE "E"**TO THE DECLARATION OF THE RESIDENCES OF BELLAIR INC.****SPECIFICATIONS OF COMMON EXPENSES**

- a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the , the declaration, the by-laws (and any agreements authorized by any of the by-laws) or the rules of the Corporation.
- b) All sums of money payable by the Corporation 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 Corporation, for the purposes of determining the amount of insurance to be effected.
- c) All sums of money payable for utilities and services serving the units and/or the common elements, including without limitation, monies payable on account of:
 - i) gas to the units and the common elements;
 - ii) hydro to the units and the common elements;
 - iii) water to the units and the common elements;
 - iv) waste disposal;
 - v) maintenance materials, tools and supplies;
 - vi) street lighting, landscaping and snow removal in regards to general common element areas only and excluding any exclusive use areas;

It being understood that

- i) telephone and cable television service supplied to (and utilized by) each unit shall be separately metered or invoiced, and shall be paid for directly by the owner thereof and shall not constitute a common expense, provided, however, that in the event that in the future the Corporation elects to purchase cable television or other telecommunications services for the Residential Condominium as a whole, then the cost of such services shall become a common expense.
- d) All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.
- g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.
- h) All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

- i) All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.
- j) The fees and disbursements of the Insurance Trustee.
- k) All sums of money payable by the Corporation on account of its Proportionate Share of the Shared Facilities Costs or pursuant to the provisions of the Reciprocal Agreement.
- l) All expenses incurred by the Corporation in having to comply with the duties of the Corporation set forth in this declaration, as well as all expenses incurred by the Corporation in the course of enforcing any of the provisions of the declaration, the Reciprocal Agreement, the by-laws and rules of the Corporation from time to time (including all agreements authorized by any by-laws), and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.
- m) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Outstanding Municipal Agreements.

SCHEDULE 'F'

TO THE DECLARATION OF THE RESIDENCES OF No. 10 BELLAIR INC.

Exclusive Use Common Element Areas

The owners of Units 2, 3 and 6 on Level 4, Units 2, 3 and 16 on Level 5, Units 2, 3 and 7 on Level 6, Units 2, 3 and 6 on Level 7, Units 2, 3, 4 and 6 on Levels 8 and 9, Units 1, 2, 3 and 5 on Levels 10 and 11, Units 2, 3 and 4 on Level 12, Units 2 to 7 both inclusive on Levels 13 and 14, Units 1 to 6 both inclusive on Levels 15 and 16, Units 1 to 4 both inclusive on Levels 17 to 22 both inclusive, Unit 1 on Level 23 and Unit 1 on Level 25, from which there is a direct access to those parts of the common elements designated as 'balcony', as illustrated in Part 1 Sheets 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 16 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies.

The owners of Units 2 and 3 on Level 3, Units 3, 4 and 5 on Level 6, Units 3, 4, 5 and 7 on Level 7, Units 4, 5 and 6 on Level 12, Units 1 and 2 on Level 23, Units 1 and 2 on Level 24, Units 1 and 2 on Level 25 and Units 1 and 2 on Level 26 from which there is a direct access to those parts of the common elements designated as 'Terrace', as illustrated in Part 1 Sheets 3, 6, 7, 10, 14, 15, 16 and 17 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terraces.

The exclusive use portions of the common elements have been constructed substantially in accordance with the structural plans for the exclusive use and enjoyment of the unit owners hereinbefore set out.

The exclusive use of the above mentioned portions of the common elements shall be subject to the provisions of the declaration, the by-laws of the corporation and the rules passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use portions of the common elements, which may be necessary to permit repairs or maintenance of the common elements or units, or to give access to the utility and services areas adjacent thereto.

Date: 1 May, 2003

I. M. PASTUSHAK LIMITED

Per: _____

P. Hofmann
P. Hofmann, O.L.S.

SCHEDULE "G"TO THE DECLARATION OF THE RESIDENCES OF NO. 10 BELLAIR INC.FOR A STANDARD CONDOMINIUM CORPORATIONCERTIFICATE OF ARCHITECT OR ENGINEER(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place, and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. The indoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. There is no outdoor swimming pool.
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 21st day of May, 2003.JoroName: R. Varacalli, Burke Varacalli ArchitectsTitle: Architect or Professional Engineer