

# OFFICE SCHEDULE

1

Number/Numéro ..... P2274911  
CERTIFICATE OF RECEIPT  
CERTIFICAT DE RÉCÉPISSE  
JUL 17 2015 14:14  
PEEL (43)  
BRAMPTON  
Land Registrar/Registraire

## DECLARATION

### CONDOMINIUM ACT, 1998

(Insert Office Name) CONDOMINIUM PLAN NO. PCP 978

NEW PROPERTY IDENTIFIER'S BLOCK 19978

RECENTLY: 13181-0159

DECLARANT: PINNACLE INTERNATIONAL (ONTARIO) LTD.

SOLICITOR: Leonard Gangbar (Bennett Jones)

ADDRESS:  
3400 One First Canadian Place P.O. Box 130  
Toronto ON M5X 1A4

PHONE: 416-863-1200 FAX: 416-863-1714

No. OF UNITS

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

**DECLARATION****MADE PURSUANT TO THE CONDOMINIUM ACT FOR  
PINNACLE UPTOWN – CRYSTAL TOWERS ONE AND TWO**

This declaration is made and executed pursuant to the provisions of the *Condominium Act*, S.O., 1998, c.19, as amended from time to time, and the regulations made thereunder and any successor statute (all of which are hereinafter collectively referred to as the “Act”), by:

**PINNACLE INTERNATIONAL (ONTARIO) LTD.**, 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 Mississauga and being more particularly described in Schedule “A” annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act and Ontario Regulation 49/01 under the Act;

**AND WHEREAS** the Declarant has constructed the Building (hereinafter defined) upon the property comprising four hundred and sixty-three (463) residential units, four hundred and seventy-nine (479) parking units, thirty-six (36) combined parking/storage units, four hundred and forty-eight (448) storage units and six (6) Sign Units.

**AND WHEREAS** the Declarant intends that the land and interests appurtenant to the land as the land and the interests are described in the description, shall be governed by the Act;

**AND WHEREAS** the registration of the declaration and description will create a freehold condominium corporation, being a standard condominium corporation contemplated in Section 6 of the Act and Section 5(i)(c) of Ontario Regulation 48/01 under the Act.

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

**PART 1- INTRODUCTION****Section 1.1 - Definitions**

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

- (a) “**Amenities**” means and includes the amenities contained within the Residential Condominium which are for the use and benefit of the owners and occupants (in actual occupation) of residential units in the Residential Condominium, as same may be amended and/or supplemented from time to time.
- (b) “**Building**” means the two structures collectively comprising the Residential Condominium.
- (c) “**Development Agreements**” means any development, site plan or similar agreement entered into by the Declarant (and any of its predecessors in title) with the City of Mississauga or with any other relevant Governmental Authority dealing with any aspect of the development including:
  - (i) the Encroachment Agreement dated July 29, 2012 registered as PR2250317 between the Declarant and the Corporation of the City of Mississauga regarding the placement of underground retention systems within the adjacent municipal rights of way;
  - (ii) the Interim Encroachment Agreement dated August 1, 2012 between the Declarant and the City of Mississauga, registered as Instrument No. PR2250985 regarding occupation of the adjacent municipal rights of way for the construction and maintenance of safety fencing, construction access and staging arrangements, any encroachment agreement executed between the Declarant and the Corporation of the City of Mississauga with respect to any portion of the building canopy which extends beyond and across the property line and into the municipal right of way;
  - (iii) the owner’s obligations with respect to boulevard maintenance in accordance with Schedule “G” of the Development Agreement dated June 22, 2011 between the Declarant and the Corporation of the City of Mississauga, registered as Instrument No. PR2028227;

- (iv) the site plan agreement dated the 30<sup>th</sup> day of August, 2012, registered as Instrument No. PR2291608, between the Declarant and the Corporation of the City of Mississauga;
- (v) the Encroachment Agreement dated the 8<sup>th</sup> day of May, 2013, registered as Instrument No. PR2597252 between Declarant and the Corporation of the City of Mississauga,

and any such other agreements, easements, covenants, duties, right and requirements as the City of Mississauga may require in its discretion.

- (d) "Governmental Authorities" and/or "Governmental Authority" means the City of Mississauga, and all other governmental authorities or agencies having jurisdiction over the property.
- (e) "Insurance Trust Agreement" has the meaning set out in Section 8.5 of this declaration.
- (f) "Insurance Trustee" has the meaning set out in Section 8.5 of this declaration.
- (g) "Parking Unit Acquisition" has the meaning set out in Section 4.2(g) of this declaration.
- (h) "Residential Condominium" means the condominium corporation created by the registration of this declaration and description pursuant to the Act.
- (i) "Sign Units" means Unit 24 on Level 1, Units 139, 140 and 141 on Level 2, Unit 9 on Level 25 and Unit 1 on Level 29.
- (j) "Storage Unit Acquisition" has the meaning set out in Section 4.3(f) of this declaration.

**Section 1.2 - Statement of Intention and Type of Condominium**

The Declarant intends that the lands described in Schedule "A", and in the description, together with all interests appurtenant thereto, be governed by the Act and any amendments thereto. As stated on the face page of the declaration, the registration of the declaration and description will create a freehold condominium corporation, being a standard condominium corporation as contemplated in Section 6 of the Act.

**Section 1.3 - Consent of Encumbrancers**

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

**Section 1.4 - Boundaries of Units and Monuments**

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

Notwithstanding anything provided to the contrary, each residential unit shall include the submeters and thermostatic controls, all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus including the heating, air conditioning and ventilation installations and the pertinent equipment attached thereto as well as any branch piping to and including any shutoff valves that supply any service or utility to that particular residential unit only.

Notwithstanding anything provided to the contrary, each residential unit shall exclude all concrete, concrete block or masonry portions of load-bearing walls or columns, exterior doors, doorframes, windows and window frames and any pipe, wire, cable, conduit, duct, shaft and mechanical and similar apparatus which provides a service to another such unit or the common elements, and all of which are located within the residential unit.

Notwithstanding anything provided to the contrary:

- (a) each parking unit and each combined parking/storage unit shall exclude, without limiting the provisions of Schedule "C" to this Declaration, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, light fixtures, air conditioning or heating equipment appurtenant thereto, which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such parking units and combined parking/storage units.
- (b) each storage unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements and whether located in or outside any walls or floors together with any

heating or air conditioning equipment, ducts, flues, shafts or sheer walls, concrete walls or load-bearing walls which may be located within any such storage unit.

- (c) each Sign Unit shall include all fixtures, appurtenant thereto, including but not limited to, the base on which the unit rests (if applicable) and any wire cable conduit, duct and electrical equipment which provide a service or utility to the unit, regardless of whether or not same are located outside the unit boundaries of the Sign Units described in Schedule "C".

#### Section 1.5 - 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 contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall each be one hundred percent (100%).

#### Section 1.6 - Exclusive Use Common Elements

Subject to the provisions of the Act, the declaration, the by-laws and the rules, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such owner so entitled to same may be regulated by any by-laws or rules of the Residential Condominium.

#### Section 1.7 - Mailing Address and Address for Service

The Residential Condominium's address for service shall be:

c/o 37 Bay Street  
Suite 400  
Toronto, ON M5J 3B2

or such other address as the Residential Condominium may determine by resolution of the board. The Residential Condominium's municipal address shall be:

55 & 75 Eglinton Avenue West  
Mississauga, ON

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

#### Section 1.8 - Approval Authority Requirements

The following are the conditions imposed by the Governmental Authority to be included in this declaration, together with additional notice provisions:

- (a) Owners/occupants are advised that despite the inclusion of noise control features with this development area and within the building units, noise levels from increasing vehicular road traffic along Hurontario Street, Eglinton Avenue and Highway 403 and increasing aircraft noise associated with the operations of the L. B. Pearson International Airport may continue to be of concern, occasionally interfering with some activities of the Building occupants, as noise exposure levels may exceed the noise criteria of the Municipality and the Ministry of the Environment.
- (b) Owners/occupants are further advised that operations associated with future Light Rapid Transit (LRT) service along Hurontario Street may result in impacts of noise, vibration, electromagnetic interference and/or stray current to the Residential Condominium.
- (c) Owners/occupants are advised that the Little Creek Road connection to Eglinton Avenue West has been designed on an interim basis in a temporary way, pending the future redevelopment of the gas station lands at the immediate corner of Hurontario Street and Eglinton Avenue West. Accordingly, this will result in reduced pavement, sidewalk and boulevard areas, which will be adjusted upon completion of the redevelopment of the gas stations lands.
- (d) Owners are advised that in order to achieve an acceptable indoor environment, building plans for the unit must include a central air conditioning system. The forced air heating system and its ducting are to be sized to accommodate a central air conditioning system. The air cooler/condenser unit must be located with due regard to the noise created by the unit itself and the effect on the outdoor recreational uses.

5

- (e) Owners are advised that due to the proximity of nearby commercial facilities, including the adjacent gas station, sound levels and odour from these facilities/operations may at times be perceptible.
- (f) The City of Mississauga does not require off-site snow removal, however, in the case of heavy snowfalls, the limited snow storage space available on the property may make it necessary to truck the snow off the site and the cost of same will be included in the common expense fees.
- (g) The owner acknowledges that The Corporation of the City of Mississauga has implemented stormwater management policies intended to minimize the impact of development on the Cooksville Creek; and that it will be necessary to implement on-site stormwater management techniques in the design and construction of the site works and services, including but not limited to, a stormwater detention or storage facility, rooftop storage and detention ponding in car parked and/or landscaped areas. The owner acknowledges that it will maintain the on-site stormwater management facilities and it will not alter or remove these facilities without the prior written consent of The Corporation of the City of Mississauga. The owner hereby agrees to indemnify and save harmless the Corporation of the City of Mississauga from any and all claims, demands, suits, actions or causes of action as a result of, arising out of, or connected with any flooding of the lands subject to the Development Agreement, with respect to the implementation of on-site storm water management techniques incorporated into the design and construction of the site works and services. The indemnification and save harmless undertaking shall be binding upon the owner's successors and assigns.
- (h) Owners acknowledge and agree that all future purchase and sale agreements and all future lease agreements in connection with the lands, or any lot, part lot or other segment of the lands or of any residential development constructed on the subject lands, shall contain notice of the constraints on development of these lands described herein, as well as notice of the indemnification and save harmless clause.
- (i) Owners/occupants are advised that roof leaders shall NOT be connected to the storm sewer, now or in the future, but shall discharge onto the lots with the use of concrete splash pads such that the runoff will drain towards the road.
- (j) Owners/occupants are advised that the adjacent future park and greenbelt lands may contain active and passive recreational facilities.
- (k) Owners/occupants are advised that a multi-purpose trail route within the northern boulevard of Eglinton Avenue West is proposed for the future.
- (l) Prior to the passing of an implementing zoning by-law for residential development, the City of Mississauga shall be advised by the School Board(s) that satisfactory arrangements regarding the adequate provision and distribution of educational facilities have been made between the developer/applicant and the School Boards for this plan.
- (m) Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, owners are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.
- (n) The owners agree that for the purpose of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.
- (o) Whereas, despite the efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in the neighbourhood schools, you are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation department of the Peel District School Board to determine the exact schools.
- (p) Despite the inclusion of noise and vibration control features within the Residential Condominium, the elevator banks, the garbage and recycling rooms, the garbage chutes, the loading dock, the Residential Condominium's mechanical and electrical equipment and the Amenities may cause noise levels to exceed a comfortable level and occasionally interfere with some activities of the dwelling occupants in the Residential Condominium.

- (q) Owners and occupants of the following parking units are advised that a minor variance has been granted by the Committee of Adjustment for the City of Mississauga under Application A 42/15 in accordance with Section 45 of the *Planning Act*, as amended, authorizing the following minor variances from minimum parking space width and length requirements under City of Mississauga Zoning By-Law 0225-2007:
- (i) a minimum parking space length of 5.00 m (16.40 ft.) for 2 parking spaces, Units 12 and 45 within Level A; whereas By-Law 0225-2007, as amended, Section 3.1.1.4.1 requires a minimum parking space length of 5.20 m (17.06 ft.) in this instance;
  - (ii) a minimum parking space width of 2.57 m (8.43 ft.) for 92 parking spaces for units and 3 visitor parking spaces within Level A, Units 6, 7, 26, 32, 33, 36 and 51 on Level A, Units 2, 3, 10, 11, 12, 13, 16, 28, 45, 46, 47, 48, 51, 52, 57, 58, 59, 60, 67, 68, 71 and 83 on Levels B, C and D; Units 120, 121, 126, 127 and 132 on Levels B and C; Units 42 and 141 on Level B; Units 42, 122, 123, 128, 129, 134 and 143 on Level D; whereas By-law 0225-2007, as amended, Section 3.1.1.4.3 requires a minimum parking space width of 2.75 m (9.02 ft.) in this instance;
  - (iii) a minimum parking space width of 2.60 m (8.53 ft.) and a minimum parking space length of 4.86 m (15.94 ft.) for 4 parking spaces for units and 1 visitor parking space within Level A, Unit 46 on Level A, Unit 93 on Level B and C, and Unit 95 on Level D; whereas By-law 0225-2007, as amended, Section 3.1.1.4.3 requires a minimum parking space width of 2.75 m (9.02 ft.) in this instance and whereas By-law 0225-2007, as amended, Section 3.1.1.4.1 requires a minimum parking length of 5.20 m (17.06 ft.) in this instance;
  - (iv) a minimum parking space width of 2.75 m (9.02 ft.) for 6 parking spaces, Unit 59, within Level A; Units 43 and 84 on Level B; Unit 84 on Level C; and Units 43 and 84 on Level D; whereas By-law 0225-2007, as amended, Section 3.1.1.4.4 requires a minimum parking space width of 2.90 m (9.51 ft.) in this instance; and
  - (v) a minimum parking space length of 5.08 m (16.66 ft.) for 2 parking spaces, Unit 54 within Level A; and Unit 94 on Level B; whereas By-law 0225-2007, as amended, Section 3.1.1.4.5 requires a minimum parking space length of 5.20 m (17.06 ft.) in this instance.

#### Section 1.9 - Architect/Engineer's Certificates

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

### PART 2- SPECIFICATION OF COMMON EXPENSES

#### Section 2.1 - Meaning of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Residential Condominium, and such other expenses as are listed in Schedule "E" attached hereto.

#### Section 2.2 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Residential Condominium his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Residential Condominium in place from time to time. In addition to the foregoing, any losses, costs or damages incurred by the Residential Condominium by reason of a breach of any rules and regulations of the Residential Condominium in force from time to time, by any unit owner, or by members of his or her family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Residential Condominium against such owner in the same manner as common expenses subject to and in accordance with the Act.

#### Section 2.3 - Reserve Fund

The Residential Condominium 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 Residential Condominium, all in accordance with the provisions of the Act.

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 Residential Condominium and shall not be distributed to any owner except on termination of the Residential Condominium and in accordance with the Act.

#### Section 2.4 - Status Certificates

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

### PART 3- OCCUPATION AND USE OF COMMON ELEMENTS

#### Section 3.1 - General Use

- (a) Save as otherwise provided in this declaration, the by-laws and rules of the Residential Condominium, 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 designated to his or her unit in Schedule "F", subject to any applicable conditions or restrictions set out in the Act, the declaration, the Residential Condominium's by-laws and the rules. However, no condition shall be permitted to exist, and no activity shall be carried on in any unit or on the common elements that is likely to damage the property, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units, or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the declaration or otherwise in existence with respect to the property.
- (b) The owners of certain residential units shall have the exclusive use of those portions of the exclusive use common elements as set out in Schedule "F" subject to compliance with the Act, this declaration, the by-laws and the rules, and subject (further) to the Residential Condominium's right of access to the exclusive use common elements at all reasonable times to perform repairs, additions, alterations or improvements, including, but not limited to the right of entry in favour of the Residential Condominium, its employees, agents and trades to install, maintain and use davits and roof anchors to support exterior window washing equipment and, generally, for the maintenance and repair of the Building. Unit owners who enjoy the exclusive use of a patio, terrace or balcony (or balconies) (if any) adjoining their unit shall ensure that their patio, terrace or balcony (or balconies), as the case may be, is kept free and clear of any permanent landscape features or heavy objects that may restrict the operation of window washing or comparable equipment by the Residential Condominium, its agents and contractors, requiring unrestricted access to and use, from time to time, of flush mounted roof davits.
- (c) Save as may be otherwise provided to the contrary in this Declaration no owner shall make any change or alteration to an installation upon the common elements, including the exclusive use common elements appurtenant to a residential unit, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he or she has a duty to maintain in accordance with the provisions of this declaration, without obtaining the prior written approval of the Residential Condominium in accordance with the Act and having entered into an agreement with the Residential Condominium in accordance with Section 98 of the Act.
- (d) The Declarant, its officers, employees, agents and invitees shall have free and unlimited access to and egress from all parts of the common elements of the Residential Condominium until the later of completion of the sales of and the transfer of title to all units in this Residential Condominium and for the purpose of gaining access to its own units, and for any lawful purpose including, but not limited to, responding to any claims submitted by the Residential Condominium to the Declarant and to the Tarion Warranty Program in respect of outstanding construction matters (including effecting repairs to the common elements) and to showing same to persons interested in the Residential Condominium.
- (e) Notwithstanding anything provided to the contrary, and notwithstanding any rules or by-laws of the Residential Condominium hereafter passed or enacted to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing/sales/rental/leasing purposes upon any portion of the common elements, and within or outside any unsold units pursuant to the Declarant's ongoing marketing/sales/rental/leasing program in connection with the Residential Condominium at such location(s) and having such dimensions as the Declarant may determine in its sole discretion, until the later of such time as all units in the Residential Condominium have been sold and title transferred by the Declarant.





8

- (f) Specifically, the Declarant shall also be entitled to use and occupy any portion of the Residential Condominium for the Declarant's marketing/sales/rental/leasing program with respect to all components, and to erect and maintain a sales/construction office thereon at such location as the Declarant may select, in its sole discretion, until the later of such time as the Declarant has sold and transferred title to all of the units in the Residential Condominium. The cost of erecting, maintaining and ultimately dismantling the said sales/construction office and/or management office shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied in the Residential Condominium, nor for any utility services supplied thereto, nor shall the Residential Condominium (or anyone else acting on behalf of the Residential Condominium) prevent or interfere with the provision of utility services to the said sales/construction/management office.
- (g) Only owners of a residential unit who reside in their units and/or residents of a residential unit in this Residential Condominium shall be entitled to use the Amenities in accordance with the rules governing the use of the Amenities.

### Section 3.2 - Pets

No owner or occupant of any residential unit shall maintain, keep or shelter any animal, livestock or fowl therein other than a household pet as herein defined. For the purpose of this restriction upon the use and occupation of residential units, the term "household pet" shall mean a caged bird, aquarium fish, domestic cats and/or domestic dogs, unless any such household pet becomes a nuisance and causes unreasonable interference with the use and enjoyment by owners of other residential units and the common elements, in which event the Residential Condominium may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice. A dog that, in the opinion of the board, acting reasonably, is or may be prone to attack other household pets or persons, shall be excluded from the definition of the term "household pet", and shall not be permitted to be kept within or upon the property.

### Section 3.3 - Restricted Access

Save as otherwise specifically provided in this declaration to the contrary, no owner (or resident) shall have any right of access to those parts of the property used from time to time as the management office, storage room, janitor's room, staff change rooms, utility, service, building maintenance, mechanical, garbage or storage area(s), the Declarant's marketing / sales / construction / customer service office, the Sign Units or any other parts of the property used for the care, maintenance or operation of the property, without the prior written consent of the board. Provided however, that this section shall not apply to any first mortgagee holding first mortgages on at least thirty (30%) percent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Residential Condominium's property manager. Subject to the entitlement of the Residential Condominium to install a consumption meter pursuant to Section 4.4(b), neither the Residential Condominium nor any owners/residents shall have any right of access to the Sign Units (unless the Residential Condominium becomes the owner of the Sign Units at some future date).

### Section 3.4 - Maintenance of Building Plans and Specifications

A copy of the complete set of record, "as-built" architectural, mechanical, electrical, telecommunications and structural plans and specifications for this Residential Condominium, including copies of all plans and specifications for any additions, alterations or improvements made from time to time to the common elements or to any unit which required the prior written consent of the board, shall be maintained in the office of the property manager retained by the Residential Condominium at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Residential Condominium in rebuilding or repairing any damage to the units and common elements and for the use of any owner or mortgagee.

## PART 4- OCCUPATION AND USE OF UNITS

### Section 4.1 - General Use

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

- (a) Each residential unit shall be occupied and used as a residential residence, and for no other purpose, in accordance with the provisions of the applicable zoning by-law of the City of Mississauga pertaining to the Residential Condominium, as amended from time to time; provided however that the foregoing shall not prevent the Declarant from completing the Residential Condominium and all improvements to the property, in maintaining one or more residential units as models for display and sales/rental/leasing purposes and otherwise maintaining construction offices, displays and signs therein and anywhere on the property until all units in this Residential Condominium have been sold and title transferred by the Declarant.



- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance obtained or maintained by the Residential Condominium or otherwise referred to in this declaration. In the event that the use made by any owner of his or her unit (or tenant), other than the Declarant, results in the premiums of any insurance policy obtained or maintained by the Residential Condominium being increased, or results in such policy being cancelled, then the owner of the unit shall be personally liable to pay and/or fully reimburse the Residential Condominium for such increased portion of the insurance premiums so payable by the Residential Condominium (as a result of such owner's use), and such owner shall also be liable to pay and/or fully reimburse the Residential Condominium for all other costs, expenses and liabilities suffered or incurred by the Residential Condominium as a result of such owner's breach of the foregoing provisions of this subparagraph. The foregoing provision shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the Declarant from leasing any units of which it (or an affiliate) remains the owner, and the aforementioned indemnity and reimbursement provisions with respect to any increase in insurance premiums and/or deductible amounts regarding the Residential Condominium's insurance shall not apply with respect to the leasing arrangements made (or to be made from time to time) by or on behalf of the Declarant, its successors and assigns.
- (c) No owner, other than the Declarant, shall be permitted to make any structural change or alteration in or to his or her unit, and without limiting the generality of the foregoing, to any boundary wall, load bearing partition wall, floor, heating, air conditioning, plumbing or electrical installations or facilities or make any change to an installation upon the common elements including, but not limited to, the installation of floor coverings, fencing, privacy screen or enclosures, heavy planters or trellis on balconies and/or terrace areas, or make any change or installation in or to any door, window, toilet, bathtub, wash basin or sink forming part of a unit, or maintain, decorate, alter or repair any part of the common elements, without the prior written consent of the board of directors and in accordance with the Residential Condominium's direction. This provision is not intended to restrict an owner from carrying out a change which is solely decorative in nature, including any change to the configuration of the partition walls within the residential unit, provided such walls or partitions are non-load bearing and contain no service conduits that service any other unit or the common elements, and the owner's trades entering the Building and performing work in the residential unit comply with the rules. The Declarant may make structural alterations to a residential unit so as to create one suite out of two residential units in which event the percentage interest of each of the two residential units in the common elements will not be altered.
- (d) No owner shall remove or replace any fixture or item within a unit that is directly connected to the common elements without utilizing the services of a licensed mechanic to perform the type of work required to be done. This restriction is intended to include work done to any humidification equipment which may be added by the owner to the heating, air conditioning and ventilation equipment which serves the unit only and is directly connected to the building's water mains or drainage system including hoses, pipes and outlets for any washer and dryer, or electrical work that may affect common power lines.
- (e) Section 3.2 which sets forth restrictions upon the keeping of household pets within the Residential Condominium shall apply, mutatis mutandis, herein to the occupation and use of the residential units within the Residential Condominium.
- (f) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any unit or any exclusive use common element area without the prior written consent of the board, and no decorating or painting shall be done or effected, or caused to be done, on any outside area, exterior surface or exterior door without the prior written consent of the board. All window coverings and outside linings thereof in exterior windows within each residential unit shall be of a neutral off-white or white shade, and no foil shall be placed on the windows without the prior written consent of the board. The board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Residential Condominium.
- (g) For the purposes of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two residential units shown in the description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the unit are not load-bearing walls or columns and contain no service conduits that service any other unit or the common elements, an owner may, with the prior written consent of the Residential Condominium which may attach any reasonable condition to its consent, including the approval of the insurer of the property:
- (i) erect, remove or alter any internal walls or partitions within the residential unit, or

- (ii) where the owner is the owner of two or more adjoining units, erect, remove or alter along all or part of those portions of the vertical boundaries of each such adjoining unit shown in the description as a line, or plane, any Vertical Party Wall between the residential unit and such adjoining unit, or any soundproofing or insulating material on the residential unit side of such Vertical Party Wall.
- (h) Prior to performing any work which an owner is entitled to perform pursuant to subparagraph (g), the owner shall lodge with the Residential Condominium the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Residential Condominium from a duly qualified architect and/or structural engineer carrying on business in the Province of Ontario certifying that if the work is carried out in accordance with the drawings and data so lodged with the Residential Condominium, the structural integrity of the common elements will not be impaired and such work will not interfere with or impair any structure where the functioning or operation of any machinery and equipment which is part of the common elements.
- (i) All work performed under subparagraph (g), will be carried out in accordance with:
  - (i) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (ii) the conditions, if any, of approval by the Residential Condominium; and
  - (iii) the drawings, specifications and data lodged with the Residential Condominium as set out in subparagraph (h) above.
- (j) Forthwith following the completion of any work which an owner is entitled to perform pursuant to subparagraphs (g), (h) and (i), the owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Residential Condominium, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Residential Condominium, the structural integrity of the common elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the common elements; or failing such certification, specifying in reasonable detail the reasons why such certification cannot be made.
- (k) The Declarant shall be entitled to redesign any unsold unit or units, including the erection, removal or alteration of any internal walls within a unit and/or the alteration and removal, in whole or in part, of any Vertical Party Wall between two adjoining units, without the prior consent of the Residential Condominium in the completion of its marketing and sales of unsold units. The Declarant shall, however, lodge with the Residential Condominium the drawings and specifications detailing the location, materials and method of construction and installation of such work and shall comply with all relevant municipal and other governmental by-laws, rules, regulations or ordinances in completing any such alterations to the unsold units.
- (l) The owner of each unit shall comply, and shall require all residents, tenants, invitees and licensees of his or her unit to comply with the Act, this declaration, the by-laws and rules (including any agreements authorized by by-law).

#### Section 4.2 - Parking Units

- (a) Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules in force from time to time (subject to the provisions of subparagraph (b) herein) and without restricting any wider definition of motor vehicle which may be imposed by the board, "motor vehicle" shall be deemed to include a private passenger automobile, station wagon, minivan or truck not exceeding two and one-tenth (2.1) metres in height, scooter and a motorcycle, as commonly understood. The owner of each parking unit may park a motor vehicle(s), as applicable, within the boundaries of such parking unit, as applicable, provided however, that in no instance shall any portion of any motor vehicle so parked within a parking unit, protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. The owner of each parking unit shall maintain such unit(s) in a clean and sightly condition. The Residential Condominium may make provision in its annual budget, however, for the cleaning and sweeping of the parking units either in their totality or in groups of parking units, and this shall be a common expense, notwithstanding the provisions of this paragraph.
- (b) Notwithstanding the provisions of this Section 4.2, in the event that the Residential Condominium becomes the owner or tenant of a number of parking units, the board of directors may, from time to time, designate such units for alternate uses, provided that such alternate uses are in accordance with the requirements and by-laws of the City of Mississauga, and that such alternate use is approved by the owners at a meeting duly called for that purpose. In the event

that the Declarant is the owner or tenant of one or more parking units, the Declarant may, from time to time, use any such parking unit(s) for an alternate use, provided that any alternate use is in accordance with the requirements and by-laws of the City of Mississauga. For clarity, the Declarant shall not require the prior consent of the Residential Condominium to use any such parking unit(s) for an alternate use, as hereinbefore provided.

- (c) Subject to the rights reserved to the Declarant at Section 4.2(b), no owner or occupant shall install, or cause or permit to be installed a garage door or enclosure of any kind upon or within a parking unit nor shall any owner or occupant enclose or cause or permit to be enclosed, any parking unit or part thereof in any manner whatsoever, unless supplied in that manner by the Declarant for the said parking units or unless expressly approved by the board.
- (d) Any of the parking units may at any time be sold, transferred or otherwise conveyed, either separately or in combination with other units, provided that (subject to the rights in favour of the Declarant in Article 4.2(b)) any such sale, transfer or any other conveyance of any parking unit, is made only to the Declarant, the Residential Condominium or to an owner of a residential unit in this Residential Condominium. Any of the parking units may at any time be leased, either separately or in combination with other units, provided that any such lease is made only to the Declarant, the Residential Condominium, an owner or occupant of a residential unit in this Residential Condominium. Any such lease shall not extend beyond the term of the tenancy of such residential unit granted to such tenant.
- (e) Every lease of a parking unit shall provide or be deemed to contain a provision that where the owner is deprived of ownership of his or her residential unit through legal action by a party holding a registered execution, lien (including the Residential Condominium) or other encumbrance against such residential unit, then such lease shall be deemed to be in default and shall automatically terminate, and possession of the parking unit, shall revert to the owner.
- (f) Any instrument, or other document, purporting to effect the sale, transfer, assignment, gift or other conveyance of any parking 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 parking unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this Section 4.2.
- (g) At the option of the Declarant, to be exercised by notice in writing to the Residential Condominium at any time within ten (10) years from the date of registration of the condominium plan creating the Residential Condominium, the Declarant may choose to transfer title to up to twenty-three (23) parking units to the Residential Condominium. The consideration for such transfer shall be Twenty-Five Thousand Dollars (\$25,000.00), plus HST, for each parking unit transferred which said consideration shall be secured by a charge on the units transferred bearing interest at five percent (5%) per annum, calculated half-yearly, not in advance, being repayable in monthly instalments of principal and interest over a period of five (5) years and being fully amortized over such ten (10) year period. In such event, this Residential Condominium agrees to accept the transfer of title of such parking unit(s) and to register the transfer(s) in the Land Registry Office forthwith upon receipt (collectively the "Parking Unit Acquisition").
- (h) In addition to the provisions of Section 4.2(g), at the option of the Declarant, to be exercised by notice in writing to the Residential Condominium at any time following its creation, the Residential Condominium shall be obliged to accept a conveyance of any unsold parking unit(s) from the Declarant for nominal consideration and shall be obliged to immediately thereafter register the transfer/deed accepting a conveyance of the parking unit(s).

#### Section 4.3 - Storage Units

- (a) Each storage unit shall be used and occupied only for the storage of non-combustible materials and materials that do not constitute, as the board may determine, a danger or nuisance to the residents of the Residential Condominium and in such a manner as not to contravene any applicable zoning or building by-laws and/or health and safety regulations of the relevant municipality or any other Governmental Authority or agency having jurisdiction. The board may from time to time restrict the categories of materials that may be stored in the storage units which, as the board may determine, constitute a danger or a nuisance to the Residential Condominium and to other owners. In the event that the Declarant is the owner or tenant of one or more storage units, the Declarant may, from time to time, use any such storage unit(s) for an alternate use, provided that any alternate use is in accordance with the requirements and by-laws of the City of Mississauga. Without limiting the generality of the foregoing rights in favour of the Declarant, the Declarant shall be further entitled, without any prior approval of the Residential Condominium and/or the unit owners, to remove and/or construct any internal demising walls or mesh wiring walls between contiguous storage units.
- (b) Any of the storage units may at any time be sold, transferred or otherwise conveyed, either separately or in combination with other units, provided that (subject to the rights in favour of the Declarant in Article 4.3(a)) any such sale, transfer or other conveyance of any storage unit(s) is

12

made only to the Declarant, the Residential Condominium or to any owner of a residential unit in this Residential Condominium. Any storage unit may at any time be leased, either separate or in combination with other units, provided that such lease is made only to the Declarant, the Residential Condominium or an owner or occupant of a residential unit in the Residential Condominium. The term of any such lease of storage unit(s) shall not extend beyond the term of the tenancy of such residential unit granted to such tenant.

- (c) Every lease of a storage unit shall provide or be deemed to contain a provision that where the owner is deprived of ownership of his or her residential unit through legal action by a party holding a registered execution, lien (including the Residential) or other encumbrance against such residential unit, then such lease shall be deemed to be in default and shall automatically terminate, and the storage units shall revert to the owner.
- (d) Any instrument, or other document purporting to effect a sale, transfer, assignment, gift or other conveyance of any storage 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 storage unit automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.
- (e) At the option of the Declarant, to be exercised by notice in writing to the Residential Condominium at any time within ten (10) years from the date of registration of the condominium plan creating the Residential Condominium, the Declarant may choose to transfer title to up to twenty (20) storage units to the Residential Condominium. The consideration for such transfer shall be Four Thousand Dollars (\$4,000.00), plus HST, for each storage unit transferred which said consideration shall be secured by a charge on the units transferred bearing interest at five percent (5%) per annum, calculated half-yearly, not in advance, being repayable in monthly instalments of principal and interest over a period of five (5) years and being fully amortized over such ten (10) year period. In such event, this Residential Condominium agrees to accept the transfer of title of such storage unit(s) and to register the transfer(s) in the Land Registry Office forthwith upon receipt (the "Storage Unit Acquisition").
- (f) In addition to the provisions of Section 4.3(c), at the option of the Declarant, to be exercised by notice in writing to the Residential Condominium at any time following its creation, the Residential Condominium shall be obliged to accept a conveyance of any unsold storage units from the Declarant for nominal consideration and shall be obliged to immediately thereafter register the transfer/deed accepting a conveyance of the storage units.

#### Section 4.4 - Sign Units

- (a) The owner of the Sign Units shall be entitled to erect and maintain signs (or other advertising materials), which may be illuminated, within or upon the Sign Units. All such signs and materials shall be erected, affixed and/or otherwise maintained in conformity with the applicable municipal by-laws. The owner of the Sign Units shall be permitted to enter into licensing arrangements with respect to the Sign Units and any compensation received in connection therewith shall be for the sole account and enjoyment of the owner of the Sign Units.
- (b) The Declarant may sell, transfer, lease or otherwise convey the Sign Units to any person, firm or corporation whether or not such transferee is/are also an owner of a dwelling or any other unit at the time of such sale, transfer, lease or conveyance.
- (c) The owner(s) of the Sign Units shall be permitted access to any portion of the common elements of the Residential Condominium as is required by it in order to install, maintain, repair or replace any sign or signs in the Sign Units.
- (d) Notwithstanding anything provide to the contrary in this Declaration, in the event that the owner of the Sign Units utilizes or operates the Sign Units for the purposes hereinbefore contemplated, then the Residential Corporation may install (or cause to be installed at the Residential Corporation's sole expense) a consumption meter measuring the hydro-electric service utilized or consumed by the owner, tenant and/or licensee of the Sign Units. Once installed, the Residential 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 Sign Units (or such other party or parties as the said owner may direct the Residential Corporation) reflecting only the actual cost of the hydro-electricity consumed based on prevailing rates charged from time to time by the applicable hydro-electric authority to the Residential Corporation directly. The Residential Corporation shall be solely responsible for the maintenance and repair of the said consumption meter.
- (e) At any time following creation of this Residential Condominium, at the option of the Declarant, to be exercised by notice in writing to this Residential Condominium, the Declarant may choose to transfer title of the Sign Units for nominal consideration, to the Residential Corporation. In such event, this Residential Condominium agrees to accept the transfer of title of the Sign Units and to register the transfer forthwith upon receipt.

#### Section 4.5 - Combined Parking/Storage Units

- (a) Each combined parking/storage unit shall be used and occupied as follows:
  - (i) For that portion of the unit that is not denoted "locker" on the description in accordance with the provisions of Section 4.2(a); and
  - (ii) For that portion of the unit that is denoted as "locker" on the description, in accordance with the provisions of Section 4.3(a).
- (b) The provisions of Sections 4.3(b), (c), (d) and (e) shall apply, *pari passu*, to the combined parking/storage units.

### PART 5- LEASING OF UNITS

#### Section 5.1 - Notification of Lease

- (a) Where the owner of a unit leases his or her unit, or renews a lease of his or her unit, the owner shall, within thirty (30) days of entering into the lease or the renewal, as the case may be:
  - (i) notify the Residential Condominium that the unit is leased;
  - (ii) provide the Residential Condominium with the lessee's name, the owner's address, and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
  - (iii) provide the lessee with a copy of the declaration, by-laws and rules of the Residential Condominium.
- (b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Residential Condominium in writing.
- (c) In addition, no owner shall lease his or her unit unless the owner first delivers to the Residential Condominium a binding covenant or agreement, signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the declaration, the by-laws, and all rules and regulations of the Residential Condominium, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

#### Section 5.2 - Minimum Lease Term

In keeping with subparagraph (a) of Section 4.1 hereof, no owner (other than the Declarant who shall not be so limited) of a residential unit shall enter into a lease, occupancy license or similar disposition of the owner's right to occupy the unit with any tenant or licensee for a tenancy period of less than thirty (30) days with respect to rental accommodation in a furnished suite or for a tenancy period of less than twelve (12) months for rental accommodation of an unfurnished suite, subject to the board of directors of the Residential Condominium determining, in extenuating circumstances, such as the untimely death of a tenant or the termination of the lease for cause by the owner, that the owner may, in the case of providing rental accommodation on an unfurnished suite basis, re-lease the unit immediately thereafter generally in keeping with this restriction. As hereinbefore referenced, the Declarant shall not be restricted, in any manner whatsoever, from leasing any residential unit on a furnished or unfurnished basis for any minimum or maximum period of time.

#### Section 5.3 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Residential Condominium, in compliance with the provisions of the Act, 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 Residential Condominium an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, in which case the tenant shall deduct from the rent otherwise payable to the said owner/landlord, an amount equal to the lesser of the defaulted payment and the amount of the rent due under the lease, and shall pay same to the Residential Condominium. The Residential Condominium shall be obliged to provide the notices required pursuant to the Act.



14

14

#### Section 5.4 - 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 6- MAINTENANCE AND REPAIRS

#### Section 6.1 - 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, including any parking unit, combined parking/storage unit, and storage unit and subject to the provisions of this declaration, each owner shall repair his or her unit, including any parking unit, combined parking/storage unit, and storage unit (to the extent hereinafter specifically provided), all at his or her own expense. Without limiting the generality of the foregoing, each owner shall:
  - (i) maintain, repair and replace in due course any system, appliance or fixture, including electronic submeters and thermostatic controls, the heating, air conditioning and ventilation equipment (the "Fan Coil System"), that serves the unit only, except as specifically provided for in the maintenance obligations of the Residential Condominium in Section 6.2 hereof respecting cleaning and replacing of the air filters, periodically, within the Fan Coil System;
  - (ii) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors lint traps located in the kitchen, laundry and bathroom areas of the unit, if any;
  - (iii) maintain his or her balcony (or balconies), patio and/or terrace, where applicable, in a clean and sightly condition and the interior surface of window and window sills and, where applicable, the cleaning of the exterior of all windows accessible directly by his balcony (or balconies), patio and/or terrace (as applicable);
  - (iv) maintain the interior surface of doors which provide the means of ingress to and egress from a unit and the interior surfaces of windows;
  - (v) maintain his or her parking unit, combined parking/storage unit, and storage unit in a clean and sightly condition; and,
  - (vi) maintain and repair, where applicable, his or her gas fireplace and venting thereto (if any) and any gas line and venting supplying gas to his or her unit (where applicable) in accordance with the direction, from time to time, of the board, or where the Residential Condominium chooses to carry out such maintenance and repair in accordance with Section 6.2, to pay his or her invoiced cost of such maintenance and repair, promptly and when due.
- (b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Residential Condominium, and not the unit owner, shall periodically paint, stain, or otherwise refinish the balcony and/or terrace areas (as applicable) as part of its ongoing maintenance obligations.
- (c) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damage to any other units and to the common elements which are caused by the failure of such owner to so maintain and repair his or her unit, save and except for any such damage for which the cost of repairing same may be recovered (after taking into account any deductible portion of the claim) under any policy of insurance held or maintained by the Residential Condominium. For the sake of clarity, the deductible portion of any claim made in respect of any such damage under any policy of insurance held by the Residential Condominium shall be recoverable from the unit owner.
- (d) The Residential Condominium shall make any repairs that an owner is obliged to make and that he or she does not make within a reasonable time, after written notice is given to such owner by the Residential Condominium. In addition, if an owner has an obligation under the Act to maintain the owner's unit and the unit owner fails to carry out the obligation within a reasonable time, and if the failure represents a potential risk of damage to the property or the assets of the Residential Condominium or a potential risk of personal injury to persons on the property, the Residential Condominium may do the work necessary to carry out the owner's obligation, and to assess the unit owner an administration fee equivalent to fifteen percent (15%) of the cost of such work. In such event, an owner shall be deemed to have consented to having repairs and/or maintenance, as applicable, done to his or her unit or repairs done to the common elements or any other units to repair damage caused by the owner as set forth in paragraph (c) above, and the owner shall reimburse the Residential Condominium in full for the cost of such repairs,



including any legal or collection costs incurred by the Residential Condominium in order to collect the costs of such repairs, the afore-referenced administration fee and all such costs shall bear interest at the rate of eighteen percent (18%) per annum, calculated monthly not in advance, until paid by the owner. The board of directors shall have the authority to vary the rate of interest charged. The Residential Condominium may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Residential Condominium thereof. All such payments shall be treated in all respects as common expenses and recoverable as such.

- (e) In addition to the requirements of the Act, which are imposed upon the Residential Condominium when the residential units have been damaged, the Residential Condominium shall deliver, by registered mail to all mortgagees who have notified the Residential Condominium of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

#### Section 6.2 - Maintenance and Repairs to the Common Elements

- (a) Save as otherwise specifically provided in this declaration to the contrary, the Residential Condominium shall maintain and repair after damage, the common elements. The Residential Condominium's duty to maintain and repair shall also extend to all doors which provide access to the residential units, and to all windows, except maintenance to the interior surfaces thereof, and to the cleaning of the exterior surfaces of all windows accessible by balcony and terrace area (as applicable), which is the responsibility of the unit owner as hereinbefore provided.
- (b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, each unit owner shall be responsible for the cleaning and sweeping of any balcony (or balconies), patio and/or terrace set aside for the exclusive use of such owner. No owner may alter or repair said balcony (or balconies), patio and/or terrace (or any portion of the exterior window glazing) nor lay carpet, tile or other floor coverings on the balcony (or balconies), patio and/or terrace, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Residential Condominium. Upon the Residential Condominium's request, each owner shall provide access to the balcony (or balconies), patio and/or terrace set aside for the exclusive use of such owner, to the Residential Condominium's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance and/or repairs to be made to the common elements.
- (c) The Residential Condominium shall on a semi-annual basis inspect, clean and replace air filters forming part of the Fan Coil System, notwithstanding that such equipment has been installed to serve the residential unit only, and notify and advise the owner when additional maintenance and/or repairs (or replacement) to the Fan Coil System are required. The owner shall abide by and follow the direction of the Residential Condominium in this regard. No owner shall make any change, alteration or addition in or to the Fan Coil System without the prior written consent of the board.
- (d) Save as otherwise specifically provided herein, the Residential Condominium shall periodically inspect and ensure the maintenance and repair by each unit owner who has a gas fireplace installed in the units or other gas lines, of the gas fireplace, gas line, fittings, valves and gas venting, if any, the cost of which shall be added to such owner's contribution towards common expenses and recoverable as such by the Residential Condominium. The Residential Condominium may, for preventative maintenance purposes, by resolution of the Board, assume the responsibilities of the owners with respect to maintenance and repair of the items set out in Section 6.1(a)(vi) and the cost thereto shall be added to the particular owner's contribution toward common expenses and recoverable as such.
- (e) The Residential Condominium shall maintain, repair and replace any water proofing membrane, asphalt traffic topping and any other protective coating or substance which may be affixed to or installed upon the concrete floor slab of any parking unit, storage unit or combined parking/storage unit. No owner or resident shall make any change, alteration or addition in, or to such membrane, topping or protective coating or substance without the prior written consent of the board of the Residential Condominium.

#### Section 6.3 - Indemnification

Each owner shall forthwith reimburse the Residential Condominium for the cost of repairs made by the Residential Condominium to his or her unit and/or to any part of the common element adjacent to and/or serving his or her unit, and for any repairs to other units and the common elements, which repairs were necessary because of damage caused by such owner's negligence, or the negligence of the owner's

16

residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Residential Condominium's insurer).

## PART 7- METERING OF UTILITIES

### Section 7.1 - Metering of Utilities

- (a) Hydro-electric service will be provided by a supplier (the "Utility") on a bulk basis to the Residential Corporation. However, each residential unit will be individually check or submetered for hydro consumption within the residential unit. Unit owners may be billed by the Utility directly in accordance with the check or submeter reading.
- (b) Each owner shall be responsible to pay the costs of the metered utility service supplied to his or her residential unit directly to the Utility or its agent based on the amount of such utility service supplied as determined by the said meter for his or her unit and such payment will not be credited against his or her obligation to pay common expenses.
- (c) Any monies owing for utilities metered by such check or submeter and not paid to the Utility or its agent will be paid by the Residential Condominium and shall be a debt owed by the owner of the residential unit whose occupants have incurred such utility service and shall be collectible as if the same were a common expense in arrears and for such purposes only shall be considered common expenses. Payment of the Residential Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility usage at the same rate as interest accrues on arrears of common expense payments.
- (d) Once an owner has defaulted in payment to the Utility, as a condition of being supplied or continuing to be supplied with such Utility, the Residential Corporation has the right to require an owner to maintain a deposit with the Residential Corporation of an amount equal to one month's common expense fees. The Residential Corporation is entitled to apply such deposits against monies owing by a defaulting owner on account of the supply of the Utility.
- (e) The Residential Corporation shall be entitled, subject to complying with all other laws and regulations, to stop the supply of the Utility to any residential unit where the payments owing for same are more than thirty (30) days in arrears. Entry to residential units from time to time by any municipal or public utility representative or other personnel authorized by the Residential Corporation for the purposes of installation, repair, maintenance and the reading of meters is hereby authorized. Such work as is required within the unit or its appurtenant common elements as is necessary in order to facilitate the usage and operation of any meter is also permitted.

## PART 8- INSURANCE

### Section 8.1 - Insurance Maintained by the Residential Condominium

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

- (a) **Property and Boiler and Machinery Insurance:** Insurance against damage by all risks (including fire and major perils as defined in the Act) and sudden and accidental breakdown of pressure machinery and electrical supply objects, computer, data processing and communications equipment, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair, and in respect of the unit owner's interest in the units and common elements, and in respect of the unit owner's obligation to repair after damage to:
  - (i) the property and Building, but excluding improvements made or acquired by an owner; and
  - (ii) all assets of the Residential Condominium, but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement costs of such real and personal property, and of the units and common elements, without deduction or depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Residential Condominium in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if 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 Residential Condominium (or any of its directors,

officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Residential Condominium's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

- (b) **Policy Provisions:** The foregoing policies of insurance shall insure the interests of the Residential Condominium and the owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this declaration and any Insurance Trust Agreement) and shall contain the following provisions:
  - (i) waivers of subrogation against the Residential Condominium, its directors, officers, manager, agents, employees and servants and against the owners, and the owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Residential Condominium and to the Insurance Trustee;
  - (iii) waivers of the insurer's obligations to repair, rebuild or replace the damaged property in the event that after damage the government of the property is terminated pursuant to the Act;
  - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) **Public Liability Insurance:** Public liability and property damage insurance, and insurance against the Residential Condominium's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Residential Condominium and the owners of the residential units from time to time, with limits to be determined by the Board, but not less than Ten Million Dollars (\$10,000,000.00) per occurrence and without right of subrogation as against the Residential Condominium, its directors, officers, manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) **Crime Insurance:** Employee Dishonesty Insurance (Form A) with the definition of "employee" to include non-compensated elected directors and officers of the Residential Condominium, having limit sufficient to cover the exposure to loss, but in no event less than Two Hundred and Fifty Thousand Dollars (\$250,000.00); and depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than Two Hundred and Fifty Thousand Dollars (\$250,000.00).

#### Section 8.2 - General Provisions

- (a) The Residential Condominium, its board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Residential Condominium, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may in writing, authorize any owner, in writing, to adjust any loss to his or her unit.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 8.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Residential Condominium of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and to each mortgagee noted on the register of the Residential Condominium who have requested same. The master policy for any insurance coverage shall be kept by the Residential Condominium in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Residential Condominium.
- (d) No insured, other than the Residential Condominium, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Residential Condominium. No insured

18

18

shall be entitled to direct that the loss shall be payable in any manner other than as provided in the declaration under the Act.

- (e) Where insurance proceeds are received by the Residential Condominium or any person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 8.5 hereof.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the units and in any event, at least every two (2) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement costs of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expenses.

#### Section 8.3 - By the Owner

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

#### Section 8.4 - Indemnity Insurance for Directors and Officers of the Residential Condominium

The Residential Condominium shall obtain and maintain insurance for the benefit of all of the directors and officers of the Residential Condominium, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, costs, charge or expenses 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, and shall not have an exclusion based on, or attributable to, any wrongful act in procuring, effecting and maintaining insurance or with respect to amount, form, conditions or provisions of such insurance, and shall have the limits of at least Five Million Dollars (\$5,000,000.00).

#### Section 8.5 - Insurance Trustee and Proceeds of Insurance

- (a) In the event of damage to the property exceeding One Hundred Thousand Dollars (\$100,000.00), or such increased amount as the board may determine by resolution (the "minimum limit"), the Residential Condominium shall enter into an agreement (the "Insurance Trust Agreement") with a trust company registered under the Loan and Trust Corporation's Act or a chartered bank or a person or firm with appropriate credentials and

experience in the settlement and allocation of proceeds of insurance in substantial insurance claims (the "Insurance Trustee"), which agreement shall, without limiting its generality, provide for the following:

- (i) the receipt by the Insurance Trustee of any proceeds of insurance in excess of the minimum limit covered by the insurance policy;
  - (ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this declaration, and any amendments thereto;
  - (iii) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
  - (iv) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.
- (b) In the event that:
- (i) the Residential Condominium is obligated to repair or replace the common elements, any unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Residential Condominium and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Residential Condominium to make such repairs;
  - (ii) there is no obligation by the Residential Condominium to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Residential Condominium.
- Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a certificate of lien registered by the Residential Condominium against such unit, in accordance with the priorities thereof;
- (iii) the board, in accordance with the provisions of the Act, determines that:
    - (A) there has not been substantial damage to twenty-five (25%) percent of the Building; or
    - (B) there has been substantial damage to twenty-five (25%) percent of the building and within sixty (60) days thereafter the owners who own eighty (80%) percent of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Residential Condominium and owners whose units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this declaration and the Act.

#### PART 9- DUTIES OF THE RESIDENTIAL CONDOMINIUM

##### Section 9.1 - Duties of the Residential Condominium

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

- (a) To enter into (or assume, as the case may be), abide by, and comply with, the terms and provisions of any restrictive covenants and outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the common elements of the Residential Condominium, or which may otherwise bind the Residential Condominium, including the Development Agreements and to ensure free and unobstructed access by the Declarant to this Residential Condominium for the purpose, inter alia, of compliance with any of the aforesaid restrictive covenants and outstanding agreements and with any by-laws, ordinances and regulations of any Governmental Authority.
- (b) To cause heat, electricity, water and all other requisite utility services to be provided to the property including, as applicable, the parking garage and the Sign Units so that these areas are fully functional and operable.

20

20

- (c) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Residential Condominium, its employees, agents, the unit owners, or their tenants which would prohibit, limit, or restrict the Declarant's access and egress in, over, along and/or through the Residential Condominium, or its rights to erect and maintain marketing/ sales/leasing offices, signage, model suites and/or construction offices within or upon the units and/or common elements of the Residential Condominium until the later of the completion of the sale and transfer of title to all units in this Residential Condominium.
- (d) To ensure that no actions or steps are taken by the Residential Condominium, or by any unit owner or occupant, which would prohibit, limit or restrict the access and egress over the common elements of this Residential Condominium and use of the Sign Units by the owner and/or operator, tenant or licensee thereof. In addition, to ensure that no actions or steps are taken, or suffer any actions or steps to be taken, by the Residential Condominium, its employees, agents, unit owners or their tenants which would prohibit, limit or restrict the Declarant's access or egress in, over, along and/or through the Residential Condominium including, without restricting the generality of the foregoing, the Declarant's access to and use of the Sign Units.
- (e) To take all reasonable steps to collect, in a diligent manner from each residential unit owner his proportionate share of the common expenses, and to maintain and enforce the Residential Condominium's lien arising pursuant to Section 85(1) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses.
- (f) To enter into (or assume as the case may be), accept, perform and be bound by the covenants, agreements and obligations which it may or is required to assume and to take any all steps which may be requested of it by the Declarant and/or required to fully implement in a timely manner the purpose, intent and provisions of the Development Agreements.
- (g) To accept a conveyance of any parking unit, storage unit, combined parking/storage unit and/or Sign Units which the Declarant may elect to transfer to the Residential Condominium as contemplated within this declaration.
- (h) When the Residential Condominium formally retains an independent consultant (who holds a certificate of authorization within the meaning 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 Residential Condominium 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 sixth month and the tenth month following the registration of this declaration, then the Residential Condominium shall have a duty to:
  - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) and consultant(s) retained to carry out the Performance Audit for the Residential Condominium (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with a 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 for 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 eleventh 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 and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act.

- (i) 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) which has been permanently installed or affixed by the Declarant within or upon the common elements of the Residential Condominium, and to ensure that no actions or steps are taken by the Residential Condominium (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforesaid logo or hallmark.
- (j) To assume or grant, immediately after registration of this declaration, if required, an easement in perpetuity in favour of utility suppliers, telecommunications or cable television operators, over, under, upon, across and through the common elements of this Residential Condominium, for the



purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility, telecommunications or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunications, telephone, internet and cable television service to each of the units in the Residential Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility, telecommunications, telephone, internet and/or cable television suppliers pertaining to the provision of their services to the Residential Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

- (k) To execute, forthwith upon request of the Declarant, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the form of cessation of all the Declarant's liabilities and obligations with respect to the Development Agreements together with the assumption by this Residential Condominium of all of the obligations and liabilities under such Development Agreements.
- (l) Within thirty (30) days of written notice by the Declarant to the Residential Condominium, to fully complete the Parking Unit Acquisition and to accept the conveyance of the parking units which are the subject of the Parking Unit Acquisition and, in addition, grant a first charge encumbering the said parking units in favour of the Declarant or its designee as contemplated by Section 4.2.(g) and to register the transfer and charge in the Land Registry Office.
- (m) Within thirty (30) days of written notice by the Declarant to the Residential Condominium, to fully complete the Storage Unit Acquisition and to accept the conveyance of the storage units which are the subject of the Storage Unit Acquisition and, in addition, grant a first charge encumbering the said storage units, as applicable, in favour of the Declarant or its designee as contemplated by Section 4.3.(e) and to register the transfer and charge in the Land Registry Office.
- (n) To permit the Declarant or its designee, without charge, to install a wireless transmitter(s)/receiver(s) on the common elements to provide telecommunication services at such location(s) designated by the Declarant, from time to time.
- (o) To provide the Declarant, its officers, employees, agents and invitees access to the common elements to complete any work required to be completed in order to obtain a release of any letters of credit which may have been provided in accordance with any Development Agreements.
- (p) To, along with all unit owners, residents, occupants and licensees of the Residential Condominium, each at its sole cost and expense, revise and replace all signage, building numbering on external walls and other materials or improvements which show or display the municipal address for the Residential Condominium to provide for the new permanent municipal address as assigned by the Commissioner of Transportation and Works and/or the City's Fire Chief, if required.

#### PART 10- GENERAL MATTERS AND ADMINISTRATION

##### Section 10.1 - Rights of Entry

- (a) The Residential Condominium, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Residential Condominium, and without limitation, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Residential Condominium, or carrying out any maintenance and repairs to any part of the common elements.
- (b) In the case of an emergency, any agent, employee or authorized representative of the Residential Condominium may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Residential Condominium. The Residential Condominium or any one authorized by it may determine whether an emergency exists.
- (c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, or any part of the common elements over which any owner has the exclusive use, the Condominium, or its agents, may enter upon such unit, or exclusive use area, without rendering

22

it, or them, liable to any claim or cause of action for damages and/or trespass by reason thereof, provided that they exercise reasonable care.

- (d) No owner shall change any lock or place any additional locks on the doors to and within any unit and the exclusive use common elements.
- (e) The rights and authority hereby reserved to the Residential Condominium, 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, maintenance, repair or supervision of any unit, or any part of the common elements over which the owner has the exclusive use, except as specifically provided in the Act, this declaration or the by-laws of the Residential Condominium.

#### Section 10.2 - Units and Common Elements subject to the Declaration, By-Laws and Rules

- (a) All owners, tenants and other occupants of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws and the rules, including, in the case of a tenant who has received a notice under Section 87 of the Act, those duties relating to common expenses;
- (b) The acceptance of a transfer, or the entering into occupancy of any unit, shall constitute an agreement that the respective provisions of the Act, this declaration, the by-laws and the rules, as the same may be amended from time to time, are accepted and ratified by each owner, tenant or occupant, and all such provisions shall be deemed to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or lease or occupancy agreement, provided that in the case of a tenant, the obligations with respect to common expenses shall come into effect only if a notice under Section 49(3) of the Act has been given.

#### Section 10.3 - Waiver

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

#### Section 10.4 - Notice

- (a) Except as 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 the owner, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to the owner at the address for service given by such owner to the Residential Condominium for its record, or if no such address has been given to the Residential Condominium, then to such owner at his or her respective unit.
  - (ii) To a mortgagee who has notified the Residential Condominium 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, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to such mortgagee at the address for service given by such mortgagee to the Residential Condominium.
  - (iii) To the Residential Condominium, by giving same to any director or officer of the Residential Condominium, either personally or by ordinary mail, postage prepaid, or sent by facsimile transmission, electronic mail or any other accepted method of electronic communication addressed to the Residential Condominium at its address for service.
- (b) If any notice is mailed as aforesaid, same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

#### Section 10.5 - Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, the declaration, the by-laws and the rules, the provisions of the Act shall govern; and subject to the Act, the declaration shall govern; and subject to the Act and declaration, the by-laws shall govern; and subject to the Act, declaration and the by-laws, the rules shall govern.

23

23

**Section 10.6 - Construction of the Declaration**

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

**Section 10.7 - 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.

Any references in this declaration, any by-laws or rules hereinafter enacted by this Residential Condominium, to a section or sections of the Act 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.

*[Signature Page to Follow]*.....

24

- 23 -

24

Pinnacle Uptown - Crystal Tower One and Two  
March, 2015

DATED at Toronto, Ontario, this 22nd day of June, 2015.

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

PINNACLE INTERNATIONAL  
(ONTARIO) LTD.

Per: 

Name: Michael DeCotiis

Title: President

I have the authority to bind the Corporation

25

25

**TOWERS**

**SCHEDULE "A"**

In the City of Mississauga, in the Regional Municipality of Peel, formerly in the Township of Toronto, County of Peel in the Province of Ontario, being composed of Part of Lot 1, Concession 1, West of Hurontario Street, designated as PART 6, Plan 43R-33929, hereinafter referred to as the "Condominium Lands".

**SUBJECT TO** an easement over the "Condominium Lands" in favour of Rogers Communications Inc. as set out in Instrument PR2546770.

**SUBJECT TO** a free, uninterrupted and unobstructed right and easement in perpetuity upon, over, under along and across the "Condominium Lands" in favour of Enersource Hydro Mississauga Inc. for the purposes as set out in Instrument PR2735478.

Being All of P.I.N. 13181-0159 (LT)

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

Bennett Jones, LLP.  
duly authorized representatives for  
PINNACLE INTERNATIONAL (ONTARIO) LTD.

July 15, 2015

Dated

Per:

Andrew Jeanrie

July 14, 2015  
Ref: 2717-3.SCA

WSLegal\073517\00002\12187826v1  
Schedule "A" to Declaration REVISED July 14, 2015


FORM 1 - CONSENT (SCHEDULE B TO DECLARATION)

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

1. BANK OF MONTREAL has two registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Numbers PR2409850 and PR2428701 in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. BANK OF MONTREAL 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. BANK OF MONTREAL postpones the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the declaration.
4. BANK OF MONTREAL is entitled by law to grant this consent and postponement.

DATED this 2nd day April of 2015.

BANK OF MONTREAL

Per:   
Name: Cameron R. Landry  
Title: Director  
Loan Syndications

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

I/We have authority to bind the Bank.




FORM 1 - CONSENT (SCHEDULE B TO DECLARATION)


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

- 1. TRAVELERS INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number PR2480021 in the Land Registry Office for the Land Titles Division of Peel (No. 43).
- 2. TRAVELERS INSURANCE COMPANY OF CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. TRAVELERS INSURANCE COMPANY OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
- 4. TRAVELERS INSURANCE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 26<sup>th</sup> day March of 2015.

TRAVELERS INSURANCE COMPANY OF CANADA

Per:   
Name: Steve Irwin  
Title: Senior Account Executive

Per:   
Name: Sara Ahmadi  
Title: Senior Account Executive

I/We have authority to bind the Corporation.

### SCHEDULE "C"

Each Residential Unit, Parking Unit, Combined Parking/Storage Unit, Storage Unit and Sign Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 8 both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below and are illustrated on Part 1, Sheets 1 to 8 both inclusive of the Description and all dimensions shall have reference to them.

#### 1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 23 inclusive on Level 1, Units 1 to 3 inclusive on Level 2, Units 1 to 23 inclusive on Level 3, Units 1 to 14 inclusive on Level 4, Units 1 to 20 inclusive on Levels 5 to 20 inclusive, Units 1 to 18 inclusive on Level 21, Units 1 to 14 inclusive on Levels 22 to 24 inclusive, Units 1 to 8 inclusive on Level 25 and Units 1 to 4 inclusive on Levels 26 to 28 inclusive).

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

#### 2. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 72 inclusive on Level A, Units 1 to 84 inclusive, 91 to 97 inclusive, 101 to 128 inclusive and 132 to 147 inclusive on Levels B and C, Units 1 to 84 inclusive, 91 to 99 inclusive, 103 to 130 inclusive and 134 to 149 inclusive on Level D)

#### 3. BOUNDARIES OF THE COMBINED PARKING/STORAGE UNITS

(being Units 85 to 90 inclusive, 98 to 100 inclusive and 129 to 131 inclusive on Levels B and C and Units 85 to 90 inclusive, 100 to 102 inclusive and 131 to 133 inclusive on Level D).

- a) Each Parking Unit and Combined Parking/Storage Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete garage floor slab and production.
  - ii) the plane 2.00 metres perpendicularly above and parallel to the concrete garage floor slab.
- b) Each Parking Unit and Combined Parking/Storage Unit is bounded horizontally by one or a combination of the following:
  - i) the vertical plane established by measurement.

21

29

-2-

- ii) the plane established by the line and face of the concrete columns and the production thereof.
- iii) the vertical plane established by measurement and perpendicular to the concrete wall.
- iv) the unit side surface and plane of the concrete or concrete block wall and the production thereof.
- v) the vertical plane established perpendicular to the concrete wall and passing through the centreline of the concrete column and/or the production thereof.
- vi) the vertical plane established by the centreline of columns and production.
- vii) the unit side surface and plane of the steel wire mesh and frame for the Combined Parking/Storage Units

4) **BOUNDARIES OF THE STORAGE UNITS**

(being Units 4 to 138 inclusive on Level 2, Units 24 to 56 inclusive on Level 3, Units 73 to 97 inclusive on Level A, Units 148 to 212 inclusive on Level B, Units 148 to 242 inclusive on Level C and Units 150 to 244 inclusive on Level D).

- a) Each Storage Unit is bounded vertically by one or a combination of the following:
  - i) the upper surface and plane of the concrete floor slab and its production.
  - ii) the lower surface and plane of the steel wire mesh and frame.
  - iii) the plane 2.00 metres perpendicularly above and parallel to the concrete floor slab.
- b) Each Storage Unit is bounded horizontally by one or a combination of the following:
  - i) the unit side surface and plane of the concrete or concrete block wall and production.
  - ii) the unit side surface and plane of the steel wire mesh and frame.
  - iii) the unit side surface of the exterior door and frame, said door being in a closed position.
  - iv) the vertical plane established by measurement.

5. **BOUNDARIES OF THE SIGN UNITS**

(being Unit 24 on Level 1, Units 139, 140 and 141 on Level 2, Unit 9 on Level 25 and Unit 1 on Level 29).

- a) Each Sign Unit is bounded vertically by:
  - i) the horizontal planes established by measurement.
- b) Each Sign Unit is bounded horizontally by one or a combination of the following:
  - i) the unit side surface and plane of the concrete or concrete block wall and production.
  - ii) the vertical plane established by measurement.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 8 inclusive of the Description.

June 1, 2015  
Dated

R. Avis  
R. Avis,  
Ontario Land Surveyor

30

30

-3-

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

June 1, 2015  
Ref: 2717-3.SCC

31

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

		PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)				
UNIT TYPE	UNIT NO.	LEVEL				
RESIDENTIAL UNITS:	1	1	0.2916693	X	1	0.2916693
	2	1	0.2833223	X	1	0.2833223
	3	1	0.2833223	X	1	0.2833223
	4	1	0.2940542	X	1	0.2940542
	5	1	0.3176644	X	1	0.3176644
	6	1	0.3143256	X	1	0.3143256
	7	1	0.3467598	X	1	0.3467598
	8	1	0.3093174	X	1	0.3093174
	9	1	0.2761677	X	1	0.2761677
	10	1	0.2535115	X	1	0.2535115
	11	1	0.2556578	X	1	0.2556578
	12	1	0.2654358	X	1	0.2654358
	13	1	0.3298272	X	1	0.3298272
	14	1	0.3326891	X	1	0.3326891
	15	1	0.3517680	X	1	0.3517680
	16	1	0.3624999	X	1	0.3624999
	17	1	0.3229111	X	1	0.3229111
	18	1	0.3229111	X	1	0.3229111
	19	1	0.3791940	X	1	0.3791940
	20	1	0.3660772	X	1	0.3660772
	21	1	0.3024012	X	1	0.3024012
	22	1	0.2818914	X	1	0.2818914
	23	1	0.2897614	X	1	0.2897614
RESIDENTIAL UNITS:	1	2	0.2163075	X	1	0.2163075
	2	2	0.2778371	X	1	0.2778371
	3	2	0.2444490	X	1	0.2444490
STORAGE UNITS:	4	- 138 incl.	0.0072158	X	135	0.9741330
RESIDENTIAL UNITS:	1	3	0.1376069	X	1	0.1376069
	2	3	0.1364144	X	1	0.1364144
	3	3	0.1330756	X	1	0.1330756
	4	3	0.1330756	X	1	0.1330756
	5	3	0.1433306	X	1	0.1433306
	6	3	0.1881661	X	1	0.1881661
	7	3	0.1593092	X	1	0.1593092
	8	3	0.1583552	X	1	0.1583552
	9	3	0.2485032	X	1	0.2485032
	10	3	0.1504852	X	1	0.1504852
	11	3	0.1855427	X	1	0.1855427
	12	3	0.1364144	X	1	0.1364144
	13	3	0.1364144	X	1	0.1364144
	14	3	0.2830838	X	1	0.2830838
	15	3	0.1583552	X	1	0.1583552
	16	3	0.1593092	X	1	0.1593092
	17	3	0.1979440	X	1	0.1979440
	18	3	0.1977055	X	1	0.1977055
	19	3	0.1418996	X	1	0.1418996
	20	3	0.1318832	X	1	0.1318832
	21	3	0.1562088	X	1	0.1562088
	22	3	0.1669407	X	1	0.1669407
	23	3	0.1376069	X	1	0.1376069
STORAGE UNITS:	24	- 56 incl.	0.0072696	X	33	0.2398968
RESIDENTIAL UNITS:	1	4	0.1593092	X	1	0.1593092
	2	4	0.1583552	X	1	0.1583552
	3	4	0.2485032	X	1	0.2485032
	4	4	0.1504852	X	1	0.1504852
	5	4	0.1855427	X	1	0.1855427
	6	4	0.1364144	X	1	0.1364144
	7	4	0.1855427	X	1	0.1855427
	8	4	0.1504852	X	1	0.1504852
	9	4	0.2830838	X	1	0.2830838
	10	4	0.1583552	X	1	0.1583552
	11	4	0.1593092	X	1	0.1593092
	12	4	0.1979440	X	1	0.1979440
	13	4	0.1977055	X	1	0.1977055
	14	4	0.1376069	X	1	0.1376069

32

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE		UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)		
RESIDENTIAL UNITS:	1	5	0.1376069	X	1	0.1376069
	2	5	0.2122532	X	1	0.2122532
	3	5	0.1519161	X	1	0.1519161
	4	5	0.2208388	X	1	0.2208388
	5	5	0.1504852	X	1	0.1504852
	6	5	0.1504852	X	1	0.1504852
	7	5	0.2091529	X	1	0.2091529
	8	5	0.1504852	X	1	0.1504852
	9	5	0.1855427	X	1	0.1855427
	10	5	0.1364144	X	1	0.1364144
	11	5	0.1364144	X	1	0.1364144
	12	5	0.1855427	X	1	0.1855427
	13	5	0.1504852	X	1	0.1504852
	14	5	0.2091529	X	1	0.2091529
	15	5	0.1504852	X	1	0.1504852
	16	5	0.1504852	X	1	0.1504852
	17	5	0.2208388	X	1	0.2208388
	18	5	0.1519161	X	1	0.1519161
	19	5	0.2122532	X	1	0.2122532
	20	5	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	6	0.1376069	X	1	0.1376069
	2	6	0.2122532	X	1	0.2122532
	3	6	0.1519161	X	1	0.1519161
	4	6	0.2208388	X	1	0.2208388
	5	6	0.1504852	X	1	0.1504852
	6	6	0.1504852	X	1	0.1504852
	7	6	0.2091529	X	1	0.2091529
	8	6	0.1504852	X	1	0.1504852
	9	6	0.1855427	X	1	0.1855427
	10	6	0.1364144	X	1	0.1364144
	11	6	0.1364144	X	1	0.1364144
	12	6	0.1855427	X	1	0.1855427
	13	6	0.1504852	X	1	0.1504852
	14	6	0.2091529	X	1	0.2091529
	15	6	0.1504852	X	1	0.1504852
	16	6	0.1504852	X	1	0.1504852
	17	6	0.2208388	X	1	0.2208388
	18	6	0.1519161	X	1	0.1519161
	19	6	0.2122532	X	1	0.2122532
	20	6	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	7	0.1376069	X	1	0.1376069
	2	7	0.2122532	X	1	0.2122532
	3	7	0.1519161	X	1	0.1519161
	4	7	0.2208388	X	1	0.2208388
	5	7	0.1504852	X	1	0.1504852
	6	7	0.1504852	X	1	0.1504852
	7	7	0.2091529	X	1	0.2091529
	8	7	0.1504852	X	1	0.1504852
	9	7	0.1855427	X	1	0.1855427
	10	7	0.1364144	X	1	0.1364144
	11	7	0.1364144	X	1	0.1364144
	12	7	0.1855427	X	1	0.1855427
	13	7	0.1504852	X	1	0.1504852
	14	7	0.2091529	X	1	0.2091529
	15	7	0.1504852	X	1	0.1504852
	16	7	0.1504852	X	1	0.1504852
	17	7	0.2208388	X	1	0.2208388
	18	7	0.1519161	X	1	0.1519161
	19	7	0.2122532	X	1	0.2122532
	20	7	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	8	0.1376069	X	1	0.1376069
	2	8	0.2122532	X	1	0.2122532
	3	8	0.1519161	X	1	0.1519161
	4	8	0.2208388	X	1	0.2208388
	5	8	0.1504852	X	1	0.1504852
	6	8	0.1504852	X	1	0.1504852
	7	8	0.2091529	X	1	0.2091529
	8	8	0.1504852	X	1	0.1504852
	9	8	0.1855427	X	1	0.1855427



Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

		PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)				
UNIT TYPE	UNIT NO.	LEVEL				
	10	8	0.1364144	X	1	0.1364144
	11	8	0.1364144	X	1	0.1364144
	12	8	0.1855427	X	1	0.1855427
	13	8	0.1504852	X	1	0.1504852
	14	8	0.2091529	X	1	0.2091529
	15	8	0.1504852	X	1	0.1504852
	16	8	0.1504852	X	1	0.1504852
	17	8	0.2208388	X	1	0.2208388
	18	8	0.1519161	X	1	0.1519161
	19	8	0.2122532	X	1	0.2122532
	20	8	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	9	0.1376069	X	1	0.1376069
	2	9	0.2122532	X	1	0.2122532
	3	9	0.1519161	X	1	0.1519161
	4	9	0.2208388	X	1	0.2208388
	5	9	0.1504852	X	1	0.1504852
	6	9	0.1504852	X	1	0.1504852
	7	9	0.2091529	X	1	0.2091529
	8	9	0.1504852	X	1	0.1504852
	9	9	0.1855427	X	1	0.1855427
	10	9	0.1364144	X	1	0.1364144
	11	9	0.1364144	X	1	0.1364144
	12	9	0.1855427	X	1	0.1855427
	13	9	0.1504852	X	1	0.1504852
	14	9	0.2091529	X	1	0.2091529
	15	9	0.1504852	X	1	0.1504852
	16	9	0.1504852	X	1	0.1504852
	17	9	0.2208388	X	1	0.2208388
	18	9	0.1519161	X	1	0.1519161
	19	9	0.2122532	X	1	0.2122532
	20	9	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	10	0.1376069	X	1	0.1376069
	2	10	0.2122532	X	1	0.2122532
	3	10	0.1519161	X	1	0.1519161
	4	10	0.2208388	X	1	0.2208388
	5	10	0.1504852	X	1	0.1504852
	6	10	0.1504852	X	1	0.1504852
	7	10	0.2091529	X	1	0.2091529
	8	10	0.1504852	X	1	0.1504852
	9	10	0.1855427	X	1	0.1855427
	10	10	0.1364144	X	1	0.1364144
	11	10	0.1364144	X	1	0.1364144
	12	10	0.1855427	X	1	0.1855427
	13	10	0.1504852	X	1	0.1504852
	14	10	0.2091529	X	1	0.2091529
	15	10	0.1504852	X	1	0.1504852
	16	10	0.1504852	X	1	0.1504852
	17	10	0.2208388	X	1	0.2208388
	18	10	0.1519161	X	1	0.1519161
	19	10	0.2122532	X	1	0.2122532
	20	10	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	11	0.1376069	X	1	0.1376069
	2	11	0.2122532	X	1	0.2122532
	3	11	0.1519161	X	1	0.1519161
	4	11	0.2208388	X	1	0.2208388
	5	11	0.1504852	X	1	0.1504852
	6	11	0.1504852	X	1	0.1504852
	7	11	0.2091529	X	1	0.2091529
	8	11	0.1504852	X	1	0.1504852
	9	11	0.1855427	X	1	0.1855427
	10	11	0.1364144	X	1	0.1364144
	11	11	0.1364144	X	1	0.1364144
	12	11	0.1855427	X	1	0.1855427
	13	11	0.1504852	X	1	0.1504852
	14	11	0.2091529	X	1	0.2091529
	15	11	0.1504852	X	1	0.1504852
	16	11	0.1504852	X	1	0.1504852
	17	11	0.2208388	X	1	0.2208388
	18	11	0.1519161	X	1	0.1519161
	19	11	0.2122532	X	1	0.2122532
	20	11	0.1376069	X	1	0.1376069

31

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)			
RESIDENTIAL UNITS:	1	12	0.1376069	X	1	0.1376069
	2	12	0.2122532	X	1	0.2122532
	3	12	0.1519161	X	1	0.1519161
	4	12	0.2208388	X	1	0.2208388
	5	12	0.1504852	X	1	0.1504852
	6	12	0.1504852	X	1	0.1504852
	7	12	0.2091529	X	1	0.2091529
	8	12	0.1504852	X	1	0.1504852
	9	12	0.1855427	X	1	0.1855427
	10	12	0.1364144	X	1	0.1364144
	11	12	0.1364144	X	1	0.1364144
	12	12	0.1855427	X	1	0.1855427
	13	12	0.1504852	X	1	0.1504852
	14	12	0.2091529	X	1	0.2091529
	15	12	0.1504852	X	1	0.1504852
	16	12	0.1504852	X	1	0.1504852
	17	12	0.2208388	X	1	0.2208388
	18	12	0.1519161	X	1	0.1519161
	19	12	0.2122532	X	1	0.2122532
	20	12	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	13	0.1376069	X	1	0.1376069
	2	13	0.2122532	X	1	0.2122532
	3	13	0.1519161	X	1	0.1519161
	4	13	0.2208388	X	1	0.2208388
	5	13	0.1504852	X	1	0.1504852
	6	13	0.1504852	X	1	0.1504852
	7	13	0.2091529	X	1	0.2091529
	8	13	0.1504852	X	1	0.1504852
	9	13	0.1855427	X	1	0.1855427
	10	13	0.1364144	X	1	0.1364144
	11	13	0.1364144	X	1	0.1364144
	12	13	0.1855427	X	1	0.1855427
	13	13	0.1504852	X	1	0.1504852
	14	13	0.2091529	X	1	0.2091529
	15	13	0.1504852	X	1	0.1504852
	16	13	0.1504852	X	1	0.1504852
	17	13	0.2208388	X	1	0.2208388
	18	13	0.1519161	X	1	0.1519161
	19	13	0.2122532	X	1	0.2122532
	20	13	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	14	0.1376069	X	1	0.1376069
	2	14	0.2122532	X	1	0.2122532
	3	14	0.1519161	X	1	0.1519161
	4	14	0.2208388	X	1	0.2208388
	5	14	0.1504852	X	1	0.1504852
	6	14	0.1504852	X	1	0.1504852
	7	14	0.2091529	X	1	0.2091529
	8	14	0.1504852	X	1	0.1504852
	9	14	0.1855427	X	1	0.1855427
	10	14	0.1364144	X	1	0.1364144
	11	14	0.1364144	X	1	0.1364144
	12	14	0.1855427	X	1	0.1855427
	13	14	0.1504852	X	1	0.1504852
	14	14	0.2091529	X	1	0.2091529
	15	14	0.1504852	X	1	0.1504852
	16	14	0.1504852	X	1	0.1504852
	17	14	0.2208388	X	1	0.2208388
	18	14	0.1519161	X	1	0.1519161
	19	14	0.2122532	X	1	0.2122532
	20	14	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	15	0.1376069	X	1	0.1376069
	2	15	0.2122532	X	1	0.2122532
	3	15	0.1519161	X	1	0.1519161
	4	15	0.2208388	X	1	0.2208388
	5	15	0.1504852	X	1	0.1504852
	6	15	0.1504852	X	1	0.1504852
	7	15	0.2091529	X	1	0.2091529
	8	15	0.1504852	X	1	0.1504852
	9	15	0.1855427	X	1	0.1855427

35

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)			
	10	15	0.1364144	X	1	0.1364144
	11	15	0.1364144	X	1	0.1364144
	12	15	0.1855427	X	1	0.1855427
	13	15	0.1504852	X	1	0.1504852
	14	15	0.2091529	X	1	0.2091529
	15	15	0.1504852	X	1	0.1504852
	16	15	0.1504852	X	1	0.1504852
	17	15	0.2208388	X	1	0.2208388
	18	15	0.1519161	X	1	0.1519161
	19	15	0.2122532	X	1	0.2122532
	20	15	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS	1	16	0.1376069	X	1	0.1376069
	2	16	0.2122532	X	1	0.2122532
	3	16	0.1519161	X	1	0.1519161
	4	16	0.2208388	X	1	0.2208388
	5	16	0.1504852	X	1	0.1504852
	6	16	0.1504852	X	1	0.1504852
	7	16	0.2091529	X	1	0.2091529
	8	16	0.1504852	X	1	0.1504852
	9	16	0.1855427	X	1	0.1855427
	10	16	0.1364144	X	1	0.1364144
	11	16	0.1364144	X	1	0.1364144
	12	16	0.1855427	X	1	0.1855427
	13	16	0.1504852	X	1	0.1504852
	14	16	0.2091529	X	1	0.2091529
	15	16	0.1504852	X	1	0.1504852
	16	16	0.1504852	X	1	0.1504852
	17	16	0.2208388	X	1	0.2208388
	18	16	0.1519161	X	1	0.1519161
	19	16	0.2122532	X	1	0.2122532
	20	16	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS	1	17	0.1376069	X	1	0.1376069
	2	17	0.2122532	X	1	0.2122532
	3	17	0.1519161	X	1	0.1519161
	4	17	0.2208388	X	1	0.2208388
	5	17	0.1504852	X	1	0.1504852
	6	17	0.1504852	X	1	0.1504852
	7	17	0.2091529	X	1	0.2091529
	8	17	0.1504852	X	1	0.1504852
	9	17	0.1855427	X	1	0.1855427
	10	17	0.1364144	X	1	0.1364144
	11	17	0.1364144	X	1	0.1364144
	12	17	0.1855427	X	1	0.1855427
	13	17	0.1504852	X	1	0.1504852
	14	17	0.2091529	X	1	0.2091529
	15	17	0.1504852	X	1	0.1504852
	16	17	0.1504852	X	1	0.1504852
	17	17	0.2208388	X	1	0.2208388
	18	17	0.1519161	X	1	0.1519161
	19	17	0.2122532	X	1	0.2122532
	20	17	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS	1	18	0.1376069	X	1	0.1376069
	2	18	0.2122532	X	1	0.2122532
	3	18	0.1519161	X	1	0.1519161
	4	18	0.2208388	X	1	0.2208388
	5	18	0.1504852	X	1	0.1504852
	6	18	0.1504852	X	1	0.1504852
	7	18	0.2091529	X	1	0.2091529
	8	18	0.1504852	X	1	0.1504852
	9	18	0.1855427	X	1	0.1855427
	10	18	0.1364144	X	1	0.1364144
	11	18	0.1364144	X	1	0.1364144
	12	18	0.1855427	X	1	0.1855427
	13	18	0.1504852	X	1	0.1504852
	14	18	0.2091529	X	1	0.2091529
	15	18	0.1504852	X	1	0.1504852
	16	18	0.1504852	X	1	0.1504852
	17	18	0.2208388	X	1	0.2208388
	18	18	0.1519161	X	1	0.1519161
	19	18	0.2122532	X	1	0.2122532
	20	18	0.1376069	X	1	0.1376069

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)			
RESIDENTIAL UNITS:	1	19	0.1376069	X	1	0.1376069
	2	19	0.2122532	X	1	0.2122532
	3	19	0.1519161	X	1	0.1519161
	4	19	0.2208388	X	1	0.2208388
	5	19	0.1504852	X	1	0.1504852
	6	19	0.1504852	X	1	0.1504852
	7	19	0.2091529	X	1	0.2091529
	8	19	0.1504852	X	1	0.1504852
	9	19	0.1855427	X	1	0.1855427
	10	19	0.1364144	X	1	0.1364144
	11	19	0.1364144	X	1	0.1364144
	12	19	0.1855427	X	1	0.1855427
	13	19	0.1504852	X	1	0.1504852
	14	19	0.2091529	X	1	0.2091529
	15	19	0.1504852	X	1	0.1504852
	16	19	0.1504852	X	1	0.1504852
	17	19	0.2208388	X	1	0.2208388
	18	19	0.1519161	X	1	0.1519161
	19	19	0.2122532	X	1	0.2122532
	20	19	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	20	0.1376069	X	1	0.1376069
	2	20	0.2122532	X	1	0.2122532
	3	20	0.1519161	X	1	0.1519161
	4	20	0.2208388	X	1	0.2208388
	5	20	0.1504852	X	1	0.1504852
	6	20	0.1504852	X	1	0.1504852
	7	20	0.2091529	X	1	0.2091529
	8	20	0.1504852	X	1	0.1504852
	9	20	0.1855427	X	1	0.1855427
	10	20	0.1364144	X	1	0.1364144
	11	20	0.1364144	X	1	0.1364144
	12	20	0.1855427	X	1	0.1855427
	13	20	0.1504852	X	1	0.1504852
	14	20	0.2091529	X	1	0.2091529
	15	20	0.1504852	X	1	0.1504852
	16	20	0.1504852	X	1	0.1504852
	17	20	0.2208388	X	1	0.2208388
	18	20	0.1519161	X	1	0.1519161
	19	20	0.2122532	X	1	0.2122532
	20	20	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	21	0.1376069	X	1	0.1376069
	2	21	0.2122532	X	1	0.2122532
	3	21	0.1519161	X	1	0.1519161
	4	21	0.2208388	X	1	0.2208388
	5	21	0.1504852	X	1	0.1504852
	6	21	0.1504852	X	1	0.1504852
	7	21	0.2091529	X	1	0.2091529
	8	21	0.1504852	X	1	0.1504852
	9	21	0.1855427	X	1	0.1855427
	10	21	0.1364144	X	1	0.1364144
	11	21	0.1364144	X	1	0.1364144
	12	21	0.1855427	X	1	0.1855427
	13	21	0.1504852	X	1	0.1504852
	14	21	0.2702055	X	1	0.2702055
	15	21	0.2778371	X	1	0.2778371
	16	21	0.1519161	X	1	0.1519161
	17	21	0.2122532	X	1	0.2122532
	18	21	0.1376069	X	1	0.1376069
RESIDENTIAL UNITS:	1	22	0.1376069	X	1	0.1376069
	2	22	0.2122532	X	1	0.2122532
	3	22	0.1519161	X	1	0.1519161
	4	22	0.2208388	X	1	0.2208388
	5	22	0.1504852	X	1	0.1504852
	6	22	0.1504852	X	1	0.1504852
	7	22	0.2091529	X	1	0.2091529
	8	22	0.1504852	X	1	0.1504852
	9	22	0.1855427	X	1	0.1855427
	10	22	0.1364144	X	1	0.1364144
	11	22	0.3119407	X	1	0.3119407
	12	22	0.4209292	X	1	0.4209292
	13	22	0.4295147	X	1	0.4295147
	14	22	0.3562993	X	1	0.3562993

Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE			UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)			
RESIDENTIAL UNITS:	1		23	0.1376069	X	1	0.1376069	
	2		23	0.2122532	X	1	0.2122532	
	3		23	0.1519161	X	1	0.1519161	
	4		23	0.2208388	X	1	0.2208388	
	5		23	0.1504852	X	1	0.1504852	
	6		23	0.1504852	X	1	0.1504852	
	7		23	0.2091529	X	1	0.2091529	
	8		23	0.1504852	X	1	0.1504852	
	9		23	0.1855427	X	1	0.1855427	
	10		23	0.1364144	X	1	0.1364144	
	11		23	0.3119407	X	1	0.3119407	
	12		23	0.4209292	X	1	0.4209292	
	13		23	0.4295147	X	1	0.4295147	
	14		23	0.3562993	X	1	0.3562993	
RESIDENTIAL UNITS:	1		24	0.1376069	X	1	0.1376069	
	2		24	0.2122532	X	1	0.2122532	
	3		24	0.1519161	X	1	0.1519161	
	4		24	0.2208388	X	1	0.2208388	
	5		24	0.1504852	X	1	0.1504852	
	6		24	0.1504852	X	1	0.1504852	
	7		24	0.2091529	X	1	0.2091529	
	8		24	0.1504852	X	1	0.1504852	
	9		24	0.1855427	X	1	0.1855427	
	10		24	0.1364144	X	1	0.1364144	
	11		24	0.3119407	X	1	0.3119407	
	12		24	0.4209292	X	1	0.4209292	
	13		24	0.4295147	X	1	0.4295147	
	14		24	0.3562993	X	1	0.3562993	
RESIDENTIAL UNITS:	1		25	0.1376069	X	1	0.1376069	
	2		25	0.2122532	X	1	0.2122532	
	3		25	0.1519161	X	1	0.1519161	
	4		25	0.2778371	X	1	0.2778371	
	5		25	0.2702055	X	1	0.2702055	
	6		25	0.1504852	X	1	0.1504852	
	7		25	0.1855427	X	1	0.1855427	
	8		25	0.1364144	X	1	0.1364144	
RESIDENTIAL UNITS:	1		26	0.3562993	X	1	0.3562993	
	2		26	0.4295147	X	1	0.4295147	
	3		26	0.4209292	X	1	0.4209292	
	4		26	0.3291118	X	1	0.3291118	
RESIDENTIAL UNITS:	1		27	0.3562993	X	1	0.3562993	
	2		27	0.4295147	X	1	0.4295147	
	3		27	0.4209292	X	1	0.4209292	
	4		27	0.3291118	X	1	0.3291118	
RESIDENTIAL UNITS:	1		28	0.3562993	X	1	0.3562993	
	2		28	0.4295147	X	1	0.4295147	
	3		28	0.4209292	X	1	0.4209292	
	4		28	0.3291078	X	1	0.3291078	
SIGN UNITS:			6	0.0000830	X	6	0.0004980	
(Unit 24 on Level 1 Units 139 to 141 on Level 2 Unit 9 on Level 25 and Unit 1 on Level 29)								
PARKING UNITS:			1 - 72 incl.	A	0.0169624	X	72	1.2212928
STORAGE UNITS:			73 - 97 incl.	A	0.0072696	X	25	0.1817400
PARKING UNITS:			1 - 84 incl.	B	0.0169624	X	84	1.4248416
COMBINED PARKING/STORAGE UNITS:			85 - 90 incl.	B	0.0242320	X	6	0.1453920
PARKING UNITS:			91 - 97 incl.	B	0.0169624	X	7	0.1187368
COMBINED PARKING/STORAGE UNITS:			98 - 100 incl.	B	0.0242320	X	3	0.0726960
PARKING UNITS:			101 - 128 incl.	B	0.0169624	X	28	0.4749472
COMBINED PARKING/STORAGE UNITS:			129 - 131 incl.	B	0.0242320	X	3	0.0726960
PARKING UNITS:			132 - 147 incl.	B	0.0169624	X	16	0.2713984
STORAGE UNITS:			148 - 212 incl.	B	0.0072696	X	65	0.4725240
PARKING UNITS:			1 - 84 incl.	C	0.0169624	X	84	1.4248416
COMBINED PARKING/STORAGE UNITS:			85 - 90 incl.	C	0.0242320	X	6	0.1453920
PARKING UNITS:			91 - 97 incl.	C	0.0169624	X	7	0.1187368
COMBINED PARKING/STORAGE UNITS:			98 - 100 incl.	C	0.0242320	X	3	0.0726960
PARKING UNITS:			101 - 128 incl.	C	0.0169624	X	28	0.4749472



Pinnacle Uptown Crystal

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE		UNIT NO.		LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES AS A PERCENTAGE (expressed as a percentage to each unit)			
COMBINED PARKING/STORAGE UNITS:		129	- 131	incl. C	0.0242320	X	3	0.0726960
PARKING UNITS:		132	- 147	incl. C	0.0169624	X	16	0.2713984
STORAGE UNITS:		148	- 242	incl. C	0.0072696	X	95	0.6906120
PARKING UNITS:		1	- 84	incl. D	0.0169624	X	84	1.4248416
COMBINED PARKING/STORAGE UNITS:		85	- 90	incl. D	0.0242320	X	6	0.1453920
PARKING UNITS:		91	- 99	incl. D	0.0169624	X	9	0.1526616
COMBINED PARKING/STORAGE UNITS:		100	- 102	incl. D	0.0242320	X	3	0.0726960
PARKING UNITS:		103	- 130	incl. D	0.0169624	X	28	0.4748472
COMBINED PARKING/STORAGE UNITS:		131	- 133	incl. D	0.0242320	X	3	0.0726960
PARKING UNITS:		134	- 149	incl. D	0.0169624	X	16	0.2713984
STORAGE UNITS:		150	- 244	incl. D	0.0072696	X	95	0.6906120
								100.0000000 %

**SCHEDULE E**

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

1. All expenses of the Residential Condominium incurred by it in the performance of its objects and duties where such objects and duties are imposed under the provisions of the Act, this declaration, the Development Agreements, and the by-laws and rules of the Residential Condominium.
2. All sums of money paid or payable by the Residential Condominium for the procurement and maintenance of any insurance required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from a qualified appraiser of the full replacement cost of the units, common elements and/or assets of the Residential Condominium in order to determine the proper amount of insurance to be effected.
3. All sums of money paid or payable by the Residential Condominium for utilities and services (excluding telephone and cable television services to each unit) serving the units and/or the common elements including without limitation all monies payable on account of:
  - (a) water and sewage, gas and electricity, on a bulk basis, on the understanding that residential unit owners will be billed directly by Enersource Hydro or other entity for consumption of hydro-electricity consumed by the residential units and each residential unit owner shall be responsible to pay his or her own bills as rendered by Enersource Hydro;
  - (b) water and sewage, gas and electricity supplied to the property (including the utilities referenced in (a) above);
  - (c) waste disposal;
  - (d) maintenance materials, tools and supplies;
  - (e) snow removal and landscaping; and
  - (f) insurance premiums.
4. All sums of money required by the Residential Condominium for the acquisition and/or retention of real property for the use and enjoyment of the Residential Condominium or for the acquisition, repair, maintenance and/or replacement of personal property for the use and enjoyment of the common elements.
5. All sums of money paid or payable by the Residential Condominium for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and/or secretarial advice and services required by the Residential Condominium in the performance of its objects and duties.
6. All sums of money paid or payable by the Residential Condominium 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 Residential Condominium.
7. All sums of money assessed by the Residential Condominium for the reserve fund to be paid by all unit owners as part of their respective contribution toward the common expenses and utilized for the major repair and replacement of the common elements and assets of the Residential Condominium.
8. All sums of money paid or payable by the Residential Condominium for any addition, alteration, improvement to or renovation of the common elements or assets of the Residential Condominium.
9. All sums of money paid or payable by the Residential Condominium on account of realty taxes (including local improvement charges) levied against the Residential Condominium (until such time as such taxes are levied against the individual units).
10. The fees and disbursements of the Insurance Trustee.
11. All expenses incurred by the Residential Condominium in enforcing any of the by-laws or rules of the Residential Condominium from time to time, and affecting compliance therewith by all unit owners and their respective tenants, residents, licensees or invitees.
12. The cost of borrowing money for the carrying out of the objects, duties and powers of the Residential Condominium.



40

40

13. All sums of money paid or payable by the Residential Condominium to conduct a Performance Audit of the common elements pursuant to the Act and to obtain a Reserve Fund Study pursuant to the Act, together with all comprehensive studies and updated studies, and to obtain audited financial statements of the Residential Condominium (both for or in respect of the turnover meeting and each annual general meeting thereafter).
14. All costs and expenses incurred or to be incurred in complying with the terms and provisions of the Development Agreements.
15. All sums of money paid or payable by the Residential Condominium to the Declarant in connection with the Parking Unit Acquisition.
16. All sums of money paid or payable by the Residential Condominium to the Declarant in connection with the Storage Unit Acquisition.

**PINNACLE UPTOWN**

**TOWERS**

**SCHEDULE "F"**

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

- b) the Owner(s) of each of Residential Units 1 to 23 inclusive on Level 1, shall each have the exclusive use of a Patio as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix "P" and to which the said Units provide direct access.
- b) the Owner(s) of each of Residential Units 1 to 23 inclusive on Level 1, Units 1 and 2 on Level 2, Units 2 to 8 inclusive and 14 to 20 inclusive on Level 3, Units 1 to 14 inclusive on Level 4, Units 1, 7 to 13 inclusive and 20 on Level 5, Units 1 to 20 inclusive on Levels 6 to 20 inclusive, Units 1 to 18 inclusive on Level 21, Units 1 to 14 inclusive on Levels 22 to 24 inclusive, Units 1 to 8 inclusive on Level 25 and Units 1 to 4 inclusive on Levels 26 to 28 inclusive, shall each have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access.
- c) the Owner(s) of each of Residential Units 1, 9 to 14 inclusive and 21 to 23 inclusive on Level 3, Units 2 to 7 inclusive and 14 to 19 inclusive on Level 5, Units 14 and 15 on Level 21 and Units 4 and 5 on Level 25, shall each have the exclusive use of a terrace to which the said Units provide direct and sole access.

March 23, 2015

Ref: 2717.3.SCF

42

42

Form 2

Condominium Act, 1998

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

I certify that:

*[Strike out whichever is not applicable:]*

Each building on the property Uptown Mississauga Phase I, 55-75 Eglinton Avenue West, Mississauga, Ontario

OR

*(In the case of an amendment to the declaration creating a phase:*

*Each building on the land included in the phase))*

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

*(Check whichever boxes are applicable)*

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

OR

☐ ~~There are no underground garages.~~

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

OR

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

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

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

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

OR

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

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

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

OR

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

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

Dated this 6<sup>th</sup> day of March 2015

*(signature)*

*(print name)* Claude Lacombe, B. Arch., OAA  
Richmond Architects Ltd.

*(Strike out whichever is not applicable:*

Architect

~~Professional Engineer)~~



Schedule "G"

Certificate of Engineer

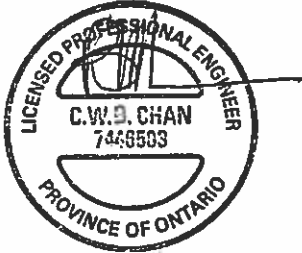
We certify that:

The buildings on the Property at 55 & 75 Eglinton Avenue West has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect the following matters:-

- 1. ☐ The exterior building envelope, including roof assembly, exterior wall cladding, doors and windows, calking 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 subfloor.
- 3. ☐ Except as otherwise specified in the regulations, walls and ceiling of the common elements, excluding interior structural walls and columns in a unit, are complete to the drywall (including taping and sanding) plaster or other final covering.
- 4. ☐ All underground garage 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 licence, 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 and operable.
- 7. ☒ All installation 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. ☒ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
- 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 9<sup>th</sup> day of March 2015

M. V. SHORE ASSOCIATES (1993) LIMITED



Name: Bill Chan, P.Eng.  
Title: Engineer

I have authority to bind the Corporation

**CONSENT**

**THE CORPORATION OF THE CITY OF MISSISSAUGA** hereby consents to the registration of the attached Declaration subject to the continuation of Inhibiting Order PR2734643.

DATED at Mississauga, this 15th day of July, 2015

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

per:

  
Joseph Frederick Budge  
Legal Counsel, Planning and Development