

D E C L A R A T I O N

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1980, Chapter 84, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"),

BY:

OLYMPIA & YORK DEVELOPMENTS LIMITED, a
company incorporated under the laws of
the Province of Ontario,

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands (the "Lands") situate in the City of Toronto, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" and in the description (the "Description") submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

AND WHEREAS the Declarant has constructed a building (the "Building") upon the Lands containing seventy-two (72) dwelling Units, all as set forth in the Description;

AND WHEREAS the Declarant intends that the Lands together with the Building shall be governed by the Act;

AND WHEREAS the Building forms a portion of a structure within which the Declarant has constructed certain commercial, retail, office and auditorium space which are not included in the Lands, and which are not intended to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I. INTRODUCTORY

1. Definitions

- (i) All capitalized words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time, and shall have reference to the corporation created by the Act upon the registration of the Declaration and the Description (the "Corporation").
- (ii) The following additional terms used herein have the meanings set out below, unless the context otherwise requires:
 - (a) Commercial Premises means those areas within the Project to be utilized for non-residential purposes, including the auditorium, identified in Schedule "A";
 - (b) Exclusive Use Common Elements means those parts of the Common Elements as set out in Schedule "F" attached hereto;
 - (c) Insurance Trust Agreement means an agreement entered into by the Corporation with an Insurance Trustee and which may be entered into with any other persons having an interest in the Project;
 - (d) Insurance Trustee means a Trust Company registered under The Loan and Trust Corporations Act, or a Chartered Bank or, in the event of such Trust Company or Chartered Bank refusing to act, then the Corporation may enter into such agreement with any other corporation authorized to act as a Trustee, as the Owners may approve by a By-Law at a meeting called for that purpose, and as any other persons having an interest in the Project have agreed;
 - (e) Project means the Lands, the Building and the Commercial Premises;

(f) Reciprocal Agreement means that agreement as described in Article V hereof entered into between the Corporation, and any other persons having an interest in the Project;

(g) Rules means rules passed by the Board from time to time;

(iii) Definition of "Unit"

The definition "Unit" for the purposes of the duties to repair and maintain under Section 41 and 42 of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans notwithstanding that some of such improvements may be made after registration of the Declaration.

2. Statement of Intention

The Declarant intends that the Lands and Building and the interests appurtenant to the Lands and Building described in Schedule "A" to be governed by the Act, and any amendments thereto.

3. Consent of Mortgagees

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

4. Boundaries of Units and Monuments

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

5. Common Interests and Common Expenses

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 his Unit number in Schedule "D" attached hereto. The total of the proportions of the Common Interests shall be one hundred per cent (100%).

6. Address for Service and Mailing

The Corporation's address for service and its mailing address shall be 1 First Canadian Place, 32nd Floor, Toronto, Ontario M5X 1B5, or such other address as the Corporation may determine in accordance with the provisions of the Act.

II. COMMON EXPENSES

1. Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

III. COMMON ELEMENTS

1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws, any Rules passed pursuant thereto, and the Reciprocal Agreement, each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided.

2. Exclusive Use Common Elements

(a) Subject to the provisions of the Act, this Declaration, the By-Laws, and the Rules passed pursuant thereto, the Owner of each Unit shall have the exclusive use of that portion or portions of the Exclusive Use Common Elements as set out in Schedule "F".

(b) The Corporation shall have access at all reasonable times to the Exclusive Use Common Elements in order to carry out any maintenance, repairs, additions, alterations or improvements.

(c) The Owner of any Unit shall be entitled to assign its rights to the parking area or areas or to the locker space designated to the Unit of such Owner in Schedule "F" only to another Owner without requiring the consent of the Corporation. After any such assignment the Owner so assigning shall notify the Corporation of the assignment.

3. Restrictive Access

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as a utilities area, building maintenance storage areas, manager's office, operating machinery areas or any other parts of the Common Elements used for the care, maintenance or operation of the Property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4. Additions, Alterations, Improvements

(a) For the purposes of sub-section (1) of Section 38 of the Act, the Board shall decide whether any addition, alteration, or improvement to, or renovation of the Common Elements, including the Exclusive Use Common Elements or any change in the assets of the Corporation is substantial.

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen or hedge of any kind whatsoever shall be performed, or carried out or erected upon the Common Elements including the Exclusive Use Common Elements except:

(i) by the Corporation or with its prior written consent, or

(ii) as permitted by the By-Laws or Rules, or

(iii) by an Owner to the extent necessary to enable such Owner to carry out his duty to maintain and repair, or

(iv) by an Owner, to the extent necessary to perform any work which such Owner is entitled to perform pursuant to paragraph IV(1)g, provided that such Owner shall repair any damage to the Common Elements or to any other Unit caused by the performance of such work, and provided that the structural integrity of the Common Elements

is not impaired and that such work shall not interfere with or impair any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements.

(c) Prior to performing any work which an Owner is entitled to perform pursuant to paragraph IV(1)g(iii), the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work together with a certificate addressed to the Corporation 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 Board, the structural integrity of the Common Elements will not be impaired and that such work shall not interfere with or impair any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements.

(d) All work performed under this Section 4 shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and,

(i) where the approval of the Board is required, in accordance with the conditions, if any, of such approval by the Board, or

(ii) where the work is being performed pursuant to subparagraph IV(1)g(iii), in accordance with the drawings, specifications and data lodged with the Board as hereinbefore set out.

(e) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to paragraph IV(1)g(iii) 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 Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, 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.

5. Animals

No animal of any kind shall be kept or remain upon the Common Elements, including the Exclusive Use Common Elements. When upon the Common Elements, including the Exclusive Use Common Elements, all pets must be under leash.

6. Recreational Area

Only Owners of a Unit, residents thereof and their visitors shall be entitled to the use and enjoyment of that part of the Common Elements used for recreational purposes, subject to the Rules.

IV. UNITS

1. Occupation and Use of Units

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

(a) Each Unit shall be occupied and used only for residential purposes in accordance with municipal by-laws and regulations provided, however, that the foregoing shall not prevent the Declarant from completing the Building and all improvements to the Property maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all Units have been sold by the Declarant.

(b) No Unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.

(c) If the Owner shall do or permit anything to be done or bring or keep anything upon or in the Unit, Common Elements including the Exclusive Use Common Elements so as to result in an increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, then after receipt of notice from the Corporation, such Owner shall pay to

the Corporation with his next monthly contribution towards the Common Expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.

(d) The Owner of each Unit shall comply and shall require all residents of and visitors to his Unit to comply with the Act, this Declaration, the By-Laws and the Rules.

(e) No Owner shall alter the exterior design or colour of any part of his Unit normally visible from the exterior thereof without the prior consent in writing of the Board, which may impose any reasonable conditions on the Owner before consenting to such alteration or may in its discretion withhold its consent.

(f) No Owner shall make any structural change or structural alterations in or to his Unit, including the removal, installation, extension, or otherwise structurally alter any toilet, bath tub, wash basin, sink, door leading to the exterior of the Unit, window, heating, air-conditioning, plumbing or electrical installations contained in or forming part of his Unit, without the prior consent in writing of the Board, which may impose any reasonable conditions on the Owner before consenting to such change or alteration or may in its discretion withhold its consent.

(g) For the purposes of this paragraph IV(1)g, the following definitions apply:

"Vertical Party Wall" means a vertical wall constructed along the boundary between two Units shown in the Description as a vertical plane;

"Horizontal Party Slab" means a horizontal slab constructed along the boundary between two Units shown in the Description as a horizontal plane and forming the ceiling of a Unit and the floor of the Unit above.

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, an Owner shall not require the consent of the Board to permit:

- (i) such Owner to erect, remove or alter any internal walls or partitions within his Unit or
- (ii) such Owner, where he is the Owner of two (2) or more adjoining Units, or any Owner with the written consent of the Owner of the adjoining Unit to erect, remove or alter along all or part of those portions of the boundaries of such adjoining Units shown in the Description as a line or plane, any Vertical Party Wall or any Horizontal Party Slab, between his Unit and such adjoining Unit, or any soundproofing or insulating material on his Unit side of such Vertical Party Wall or Horizontal Party Slab; provided that at all times there must be a Horizontal Party Slab existing along at least 75 per cent of the plane forming a boundary between two Units.

- (iii) the Owner of any Unit on Level 4 to construct, install, alter or remove any fireplaces within the Unit including all pipes, ducts or flues extending from the fireplaces, or skylights leading into and visible from within the Unit.

Any changes whether or not of a nature requiring the approval of the Board shall be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and if the approval of the Board is required, in accordance with the conditions, if any, of such approval by the Board.

(h) No animal, livestock or fowl, other than a pet shall be kept or allowed in any Unit. No pet of any kind that is deemed by the Board in its absolute discretion to be a nuisance shall be kept in any Unit. Within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, the Owner of the Unit shall cause such pet to be permanently removed from the Unit.

2. Requirements for Leasing

(a) No Owner shall lease his Unit unless he causes the lessee to deliver to the Corporation an agreement signed by the lessee stating the following:

I, (name of lessee) covenant and agree that I, members of my household, my guests, visitors and invitees from time to time, will in using the Unit rented by me, the Common Elements, including the Exclusive Use Common Elements, comply with the Condominium Act, the Declaration, the By-Laws and the Rules during the term of my tenancy.

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

3. Hydro

Each Owner shall make payment to the Corporation within the time established by the Board from time to time of the cost of hydro consumed within the Unit as calculated by the Corporation on a reasonable basis and as measured by a submeter or such other device or in such other manner as may be utilized, installed or determined by the Corporation from time to time for such purpose.

V. DUTIES OF THE CORPORATION

It shall be the duty of the Corporation to:

(a) Enter into and be bound by an agreement with the owners of the Commercial Premises and the Declarant, their respective successors and assigns governing the procedures for the integrated use, operation, maintenance, repair, reconstruction, if necessary, and the sharing of costs for mutual services within the Project which agreement shall include, without limitation, provisions that:

- (i) realty taxes or similar governmental charges and assessments, shall be paid by each of the respective parties on an equitable basis in relation to their respective interests in the Project, and that the parties will endeavour to obtain separate assessment and tax billings for each of their respective interests.
- (ii) insurance, utilities, and costs related to operation and maintenance in respect of facilities utilized by more than one of the parties shall be shared on an equitable basis with recognition to be given to respective use and benefit of the area affected;
- (iii) procedures prescribed therein shall be followed and formulae prescribed therein shall govern the carrying out and the sharing of cost of demolishing, restoring or replacing any part of the Project, or any replacement thereof, whether the same shall be voluntary or shall be required by expropriation or casualty, including the disposition of any insurance or expropriation proceeds;

- (iv) Each of the respective parties shall grant or consent to as the case may be, and from time to time, to any one or combination of the other parties, all such easements, rights of way and rights of support as may be required by any one or combination of the parties as the case may be to permit the full use, operation, maintenance, and repair or any portion of the Project including the provision for services and utilities;
- (v) all construction or reconstruction of a structural nature, and all structural alterations as well as modifications to the exterior of the Building and the Commercial Premises shall be subject to the prior written approval of the owner of the Commercial Premises.
- (vi) a trustee may be appointed (who may also be the Insurance Trustee) to receive proceeds of insurance, to hold such proceeds in trust for the benefit of those persons entitled thereto and to disburse the proceeds, all in the manner to be set out in a trust agreement.

(b) Make payments from the monies collected on account of Common Expenses or otherwise of the Corporation's share of the financial obligations that may be required or payable under the Reciprocal Agreement.

(c) To the extent legally permissible, collect from each Owner all amounts payable for the cost of hydro consumed within the Unit of such Owner. All costs of hydro not paid by such Owner when required by the Corporation shall bear interest at the rate of fifteen (15) per cent per annum, or such other rate of interest as the Board shall by Resolution from time to time approve. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

VI. BY-LAWS

The Board shall not pass any By-Laws or resolutions, or create any Rules which would have the effect of varying, reducing or eliminating any of the rights or obligations of the Corporation.

VII. MAINTENANCE AND REPAIRS

1. Repairs and Maintenance of Units

(a) Each Owner shall maintain his Unit, and, subject to the provisions of this Declaration and Section 42 of the Act, each Owner shall repair his Unit after damage, all at his own expense.

(b) Each Owner shall be responsible for all damages to any and all other Units, the Common Elements including the Exclusive Use Common Elements which are caused by the failure of the Owner or those for whom he is responsible, to so maintain and repair his Unit, save and except for any such damages to the Common Elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

(c) Notwithstanding that they may be part of the Common Elements, each Owner shall maintain the interior surfaces of doors which provide the means of ingress and egress from the Unit owned by such Owner, interior surfaces of windows and exterior surfaces of windows where access thereto is available from an Exclusive Use Common Element appurtenant to the Unit of such Owner.

(d) The Corporation shall make repairs that an Owner is obligated to make and that he does not make within a reasonable time; and in such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of fifteen (15%) per cent per annum, or such other rate of interest as the Board shall by Resolution from time to time approve. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

2. Repairs and Maintenance by the Corporation

(a) Common Elements

The Corporation shall repair and maintain the Common Elements including the Exclusive Use Common Elements, including repairs and maintenance to all windows, and to all doors which provide the means of ingress to and egress from a Unit, but the Corporation shall not be responsible for the maintenance of those parts of the Common Elements which are required to be maintained by the Owners pursuant to paragraph 1(c) of this Article.

(b) Skylights and Fireplace Chimneys

The Corporation, at the sole expense of the affected Unit Owner, shall cause to be cleaned, repaired, replaced and maintained, the skylights, if any, and the pipes, ducts, flues extending from the fireplaces located within any of the Units. The Corporation shall be reimbursed in full by the affected Unit Owner for the costs expended by it in accordance with the provisions of paragraph VII(1)(d).

VIII. DAMAGE

1. Procedure Where Damage Occurs

Where the Board, pursuant to Section 42 of the Act, has determined that there has been substantial damage to twenty-five (25%) per cent of the Building, notice of such determination, shall be given within ten (10) days thereof to all Owners and to all mortgagees who have notified the Corporation of their interest in any Unit and a meeting of the Owners shall be called for the purpose of voting for termination.

2. Plans and Specifications

A complete set of all the plans and specifications for the Building given to the Board by the Declarant, together with all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the consent in writing of the Board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the Building, and for the use of any Owner.

IX. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee

The Corporation shall enter into an Insurance Trust Agreement with an Insurance Trustee which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

The Corporation shall pay its share of the fees and disbursements of any Insurance Trustee or such share thereof as required by the Reciprocal Agreement and any such fees and disbursements shall constitute part of the Common Expenses.

2. Repair After Damage

In the event that:

(a) the Corporation is obligated to repair any Unit insured under Article X 1(b) hereof, in accordance with the provisions of Section 41(6) or Section 42(2) of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs.

(b) there is no obligation by the Corporation to repair any Unit in accordance with the provisions of Section 42(2) of the Act and there is termination in accordance with the provisions of Section 43 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 Corporation;

(c) the Board, in accordance with the provisions of Section 42(1) of the Act, determines that there has not been substantial damage to twenty-five (25%) per cent of the Building, the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged, and shall disburse such proceeds for the benefit of the Corporation and Owners whose Units have been damaged as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Article VII of this Declaration, and Section 41(6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an Owner, in accordance with the provisions of Article IX 2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such Unit, in accordance with the priorities thereof.

X. INSURANCE

1. By the Corporation

The Corporation shall obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

(a) Insurance against damage by Major Perils and such other perils as the Board may from time to time deem advisable, in an amount equal to the full replacement cost, without deduction for depreciation, which policy or policies may be subject to a loss deductible clause, insuring:

(i) the Property, but excluding improvements and betterments made or acquired by an Owner; and

(ii) personal property, owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the Owners.

(b) Such policy or policies of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement; and shall if obtainable contain the following provisions:

(i) that loss shall be payable to the Insurance Trustee;

(ii) waivers of subrogation against the Corporation, its manager, agents, employees, servants and Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vandalism and malicious mischief;

(iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon including the Corporation, the Insurance Trustee and any mortgagee who has given notice to the insurer;

(iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

(v) that such policy or policies of insurance shall be primary insurance in respect of any other insurance carried by any Owner;

(vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

(c) Public liability and property damage insurance and insurance against the liability of the Corporation resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than One Million (\$1,000,000.00) Dollars and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the Owners, and any

member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, machinery, and pressure vessels insurance to the extent required as the Board may from time to time deem advisable.

2. General Provisions

(a) Prior to obtaining any policy or policies of insurance under Article X(1) hereof, or any renewal or renewals thereof and if any first mortgagee holding mortgages on at least ten (10%) per cent of the Units so requires or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the Property, for the purpose of determining the amount of insurance to be effected pursuant to Article X(1) hereof and the cost of such appraisal shall be part of the Common Expenses.

(b) The Board shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Unit.

(c) Every mortgagee shall be deemed to have agreed to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of this Declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the Property is not repaired.

(d) 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; and renewal certificate or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee who has notified the Corporation that it is a mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration or in the Act.

3. By the Owner

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

(a) Insurance on any additions or improvements made by the Owner to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household, except for arson, fraud, vandalism and malicious mischief.

(b) Public Liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

XI. INDEMNIFICATION

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family or any member thereof, any other resident of his Unit or any guests, invitees, or licencees of such Owner or resident to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this Article are deemed to be additional contribution to the Common Expenses and recoverable as such.

XII. FIRST MEETING

As soon as practicable after the registration of this Declaration, the Owners may, without notice, hold their first meeting for the purposes of electing directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present.

XIII. GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry

(a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of Exclusive Use Common Elements, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation, and without limitation, for the purposes of making inspection, adjusting losses, making

repairs, correcting any condition which violates the provisions of any insurance policy or policies and remedying any condition which might result in damage to the Property or the Project.

(b) In case of an emergency, an agent of the Corporation may enter a Unit or Exclusive Use Common Elements, at any time without notice, for the purpose of repairing the Unit, Common Elements or Exclusive Use Common Elements, or for the purpose of correcting any condition which might result in damage to the Property or the Project or loss to the Property or the Project. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If an Owner shall not be personally present to grant entry to his Unit or Exclusive Use Common Elements, the Corporation, or its agents, may enter upon such Unit or Exclusive Use Common Elements, without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

(d) The Corporation may require that it be furnished with a key to each lock to and within each Unit and its Exclusive Use Common Elements. 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 without immediately providing to the Corporation a key for each new or changed lock.

(e) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit or its Exclusive Use Common Elements except as specifically provided in this Declaration or the By-laws.

2. Units and Common Elements subject to Declaration,
By-laws and Rules

All present and future Owners, lessees and residents of Units, their families, guests, invitees or licencees, 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 lessee who has received a notice under Sub-section 49(3) of the Act, those duties relating to Common Expenses.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration, the By-laws, the Rules, and the Reciprocal Agreement as they may be amended from time to time, are accepted and ratified by such Owner, lessee, or resident, and all of 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 lessee, the obligations with respect to Common Expenses shall come into effect only if a notice under Sub-section 49(3) of the Act has been given.

3. Invalidity

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

4. Waiver

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

5. Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given as follows:

- (a) To an Owner (if an individual, by giving same to him, or if a corporation, by giving same to any director or officer of the Owner) either personally or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purpose of notice, or if no such address has been given to the Corporation, then to such Owner at his respective Unit.
- (b) To a mortgagee who has notified the Corporation of his interest in any Unit, at such address as is given by each mortgagee to the Corporation for the purpose of notice, by delivery, or by ordinary mail postage prepaid.
- (c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out.

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

Any Owner or mortgagee may change his address for service by giving notice to the Corporation in the manner as aforesaid.

6. Compliance with Reciprocal Agreement

All rights and obligations arising under or imposed by this Declaration, the By-Laws, and the Rules shall, except to the extent prohibited by the Act, be subject to and read together with the provisions of the Reciprocal Agreement.

7. Acknowledgement

Each Owner and the Corporation shall be deemed to have acknowledged, and to be continuing to acknowledge that:

- (a) the Condominium is situated in the general area known as "Harbourfront" and that the Harbourfront area is utilized by the general public for a variety of purposes,

including outdoor musical, entertainment, cultural and recreational activities, and that such activities and the resultant crowds and circumstances attributable thereto are not uncommon in the Harbourfront area;

(b) in rooms or areas in the Units in which there are glass windows or glass doors which during certain times of day result in strong or prolonged penetration of sunlight, cooling levels which are standard in other parts of the Unit during times when no such strong or prolonged penetration of sunlight takes place, may not be achieved.

8. Resolution of Conflict of Provisions

Subject to the provisions of paragraph 6, in the event of conflict of 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, the Declaration and the By-laws, the Rules shall govern.

9. Construction of Declaration

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

10. Headings

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

DATED at Toronto, this 5th day of December, 1985.

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

OLYMPIA & YORK DEVELOPMENTS LIMITED

Per:


ALBERT REICHMANN - President

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SCHEDULE "A"

LEGAL DESCRIPTION

In the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of Part of Block 12 according to a plan originally registered in the Land Registry Office for the Registry Division of Toronto (No. 63) as Plan 616E, the said lands now being registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) and which said lands are designated as PARTS 2, 27, 32, 41, 42, 43, 44, 45, 46, 47, 48, 109, 110 and 123 as shown on a Plan of Survey deposited in the said Land Titles Office as Plan 66R-14222 (hereinafter collectively referred to as the "Residential Premises").

SUBJECT TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA, Her Heirs and Successors, the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of the said lands, as set out in A-981846 and A-981847.

SUBJECT TO the following permanent and non-exclusive easements, rights of way or rights in the nature of easements in favour of the owner, its successors and assigns of the lands and premises designated as PARTS 1, 3 to 26 inclusive, 28, 29, 30, 31, 33 to 40 inclusive, 50 to 84 inclusive, 86 to 108 inclusive, 111, 121 and 122 on the said Plan 66R-14222 (hereinafter collectively referred to as the "Commercial Premises"), all as set out in Instrument No. B-885413, in, on, over, along, upon or through that part of Block 12 on Plan 616E designated as:

- (a) PARTS 32, 41, 42, 43, and 48, Plan 66R-14222 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind therein, and for ventilation and passage of air or fumes; and
- (b) PARTS 27, 44, 45, 46, 47, 109, 110 and 123, Plan 66R-14222 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind therein;

RESERVING the following permanent and non-exclusive easements, rights of way or rights in the nature of easements in favour of Olympia & York Developments Limited, its successors and assigns as appurtenant to its leasehold interest in the Commercial Premises, described in Parcel 12-1 leasehold, Section A-616E in, on, over, along, upon or through that part of Block 12 Plan 616E designated as:

- 1. PARTS 32, 41, 42, 43 and 48, Plan 66R-14222 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind therein and for ventilation and passage of air or fumes;
- 2. PARTS 27, 44, 45, 46, 47, 109, 110 and 123, Plan 66R-14222 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind therein;

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3. The Common Elements of the Corporation to the extent necessary for ingress and egress by Olympia & York Developments Limited, its servants, agents, invitees and contractors together with their supplies, machinery and equipment necessary and incidental to inspect, maintain, repair, replace, operate and service:
 - (i) any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind servicing or relating to any part of the Commercial Premises or in any part of the said easements, rights of way or rights in the nature of easements described in paragraphs 1 and 2 above and;
 - (ii) any other part of the Commercial Premises.

Pursuant to Section 41 of the Land Titles Act, the easements, rights of way and rights in the nature of easements herein reserved and described are intended to be easements, rights of way and rights in the nature of easements through the Common Elements and to benefit the interest of the Declarant in other lands.

TOGETHER WITH the following permanent and non-exclusive easements, rights of way or rights in the nature of easements in favour of the owner or owners and their successors and assigns of the Residential Premises for use by the said owners, their servants, agents, invitees and contractors, all as set out in instrument number B-885413 in, on, over, along, upon or through part of Block 12 designated on Plan 66R-14222 as:

1. PARTS 3 and 17 for the purpose of pedestrian ingress and egress; lobbies to serve the Residential Premises; and to maintain, repair and replace the said lobbies and any equipment, installations and furnishings contained therein.
2. PARTS 4 to 10 inclusive, and 38 for the purpose of pedestrian ingress and egress and to maintain, repair and replace the stairways and entranceways to the stairways therein.
3. PARTS 11, 12 and 31 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any passenger and service elevators and elevating equipment and related ducts, shafts, pipes, wires, conduits, cables or other related installations of any kind therein.
4. PARTS 13, 116, 118 and 120 for the purpose of pedestrian and motor vehicle ingress and egress and for the purpose of containing, maintaining, inspecting, repairing and replacing ramps, curbs, driveways, walkways, and other related installations therein.
5. PART 14 for the purpose of motor vehicle ingress and egress and to utilize the facilities and installations contained therein for loading, unloading, receiving, and delivery of goods and for collecting, removing and disposing of refuse.
6. PART 16 for the purpose of a waste and refuse collection room and for compacting and storing waste and refuse, and to contain, maintain, repair, replace, operate and service all other equipment and installations necessary for such purposes.

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7. PARTS 18, 19, and 20 for the purpose of a waste and refuse disposal chute.
8. PART 37 for the purpose of pedestrian ingress and egress and for the purpose of containing, maintaining, inspecting, repairing, replacing or servicing any or all gasmains, watermains, and sanitary and storm sewers and drains therein.
9. PARTS 13, 15, 21, 22, 23, 24, 25, 26, 29, 30, 33, 34, 35, 36, 51, 52, 53, 56, 57, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 73, 74, 75, 77, 78, 79, 80, 82, 83, 84, 86, 87, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 102, 103, 104, 105, 106, 108, 116, and 121 for the purpose of containing, maintaining, inspecting, repairing, replacing, operating and servicing any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind therein.
10. PARTS 15, 21, 22, 23, 24, 25, 51, 52 and 64 for the purpose of parking motor vehicles.
11. PART 28 for the following purposes:
 - (i) to permit the passage of light and air;
 - (ii) to maintain, inspect, repair or replace any portion of the Residential Premises; and
 - (iii) to install, grow, keep, maintain, repair and replace any landscaping, including without limitation, plants, trees, shrubs, vegetation and flora of any kind or variety together with planters, benches, walkways or other installations related to such landscaping.
12. PART 68 for use as room for keeping and storing, cleaning and janitorial supplies and equipment used in the maintenance of the Residential Premises.
13. PART 53 for the purpose of pedestrian ingress and egress to and from the service elevator.
14. The Commercial Premises for support of and to all the footings, foundations, columns and pillars, structural shear walls, structural concrete slabs, structural cross members, structural braces and ties and other structural elements and members required to maintain the structural integrity and support of the Residential Premises.
15. The Commercial Premises to the extent necessary for ingress and egress by the Corporation, its servants, agents, invitees and contractors together with their supplies, machinery and equipment necessary and incidental to inspect, maintain, repair, replace, operate and service:
 - (i) any mechanical or other equipment, ducts, vents, shafts, pipes, wires, conduits, cables or other installations of any kind servicing or relating to any part of the Residential Premises or in any part of the said easements, rights of way, or rights in the nature of easements described in paragraphs 1 to 13, inclusive, set out above;
 - (ii) all footings, foundations, columns and pillars, structural shear walls, structural concrete slabs,

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structural cross members, structural braces and ties and other structural elements and members required to maintain the structural integrity and support of the Residential Premises in the said easements, rights of way, or rights in the nature of easements described in paragraph 14 above; and

(iii) any other part of the Residential Premises.

The easements, rights of way and rights in the nature of easements described above shall be limited in their exercise and enjoyment as more particularly set out in B-8854/3.

SCHEDULE "B"

29

CONSENT OF MORTGAGEE

THE CONDOMINIUM ACT
CONSENT UNDER CLAUSE B, SUBSECTION 1, SECTION 3 OF THE ACT

NONE

BOUNDARIES OF UNITS

Each Unit shall comprise the area illustrated on the Description filed concurrently herewith, with respect to the Unit indicated thereon.

Monuments controlling the extent and location of Units on Levels 1 to 4 inclusive are the physical surfaces hereinafter described, inclusive of the Description filed concurrently herewith:

Vertically

- (a) the upper or unit side surface of the concrete floor slab of Units on Level 1.
- (b) the lower or unit side surface of the concrete roof slab above Units on Level 4.
- (c) a horizontal plane between Units on Levels 1 and 2, between Units on Levels 2 and 3 and between Units on Levels 3 and 4, the said horizontal planes being 0.1 metre below the upper surface of the concrete slabs constructed along the said horizontal planes.

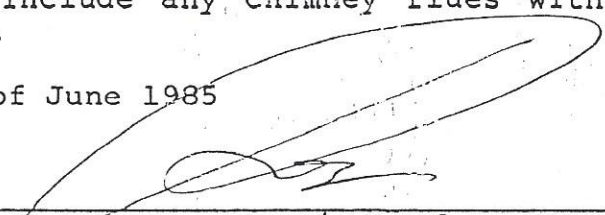
Horizontally

- (d) the backside face of the drywall sheeting on all walls separating the Unit from any corridors, stairs, elevators, mechanical equipment spaces and any part of the common element, or, with the exception of the boundary between Units 9 and 10 on Level 2 and the boundary between Units 9 and 10 on Level 4, where two Units are shown on the description to be actually adjoining, along the centre line of the wall and columns between the said Units and across any openings in the said walls.
- (e) the unfinished interior or unit side of all exterior doors, door frames and window frames and the interior surface of all glass panels within the aforementioned doors and windows.
- (f) the boundaries between Units 9 and 10 on Level 2 and between Units 9 and 10 on Level 4 are vertical planes governed by dimensions shown on sheets 1 and 3 respectively of Part 2 of the description.

Notwithstanding the foregoing:

- (a) the Units shall not include:
 - (i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the Unit;
 - (ii) windows and doors leading out of the Unit;
 - (iii) such pipes, wires, cables, conduits, ducts, flues, shafts or similar apparatus that supplies any service to more than one Unit, but the Unit shall include such pipes, wires, cables, conduits, ducts, flues, shafts or similar apparatus that supplies any service to that particular Unit only;
- (b) Units on Level 4 shall include any chimney flues within the roof above the Units.

Dated at Toronto this 4th day of June 1985



 Robert B. Lee, Ontario Land Surveyor

SCHEDULE "D"

31

COMMON INTERESTS AND CONTRIBUTION TO COMMON EXPENSES
ATTRIBUTABLE TO UNITS

| UNIT NO. | LEVEL NO. | PROPORTION OF COMMON INTEREST AND CONTRIBUTION TO COMMON EXPENSES (expressed as a percentage) |
|----------|-----------|--|
| 1 | 1 | 1.5381 |
| 2 | 1 | 1.3906 |
| 3 | 1 | 1.4413 |
| 4 | 1 | 1.5151 |
| 5 | 1 | 1.3290 |
| 6 | 1 | 1.4808 |
| 7 | 1 | 1.3784 |
| 8 | 1 | 1.4643 |
| 9 | 1 | 1.1394 |
| 10 | 1 | 1.4010 |
| 11 | 1 | 1.3710 |
| 12 | 1 | 1.4227 |
| 13 | 1 | 1.5693 |
| 14 | 1 | 1.2956 |
| 15 | 1 | 1.4504 |
| 16 | 1 | 1.3376 |
| 17 | 1 | 1.2873 |
| 18 | 1 | 1.5377 |
| 1 | 2 | 1.5246 |
| 2 | 2 | 1.3750 |
| 3 | 2 | 1.4274 |
| 4 | 2 | 1.5029 |
| 5 | 2 | 1.3112 |
| 6 | 2 | 1.4669 |
| 7 | 2 | 1.3637 |
| 8 | 2 | 1.4392 |
| 9 | 2 | 1.1276 |
| 10 | 2 | 1.3880 |
| 11 | 2 | 1.3559 |
| 12 | 2 | 1.4084 |
| 13 | 2 | 1.5615 |
| 14 | 2 | 1.2843 |
| 15 | 2 | 1.4361 |
| 16 | 2 | 1.3207 |
| 17 | 2 | 1.2760 |
| 18 | 2 | 1.5220 |
| 1 | 3 | 1.5168 |
| 2 | 3 | 1.3628 |
| 3 | 3 | 1.4214 |
| 4 | 3 | 1.4973 |
| 5 | 3 | 1.3016 |
| 6 | 3 | 1.4617 |
| 7 | 3 | 1.3507 |
| 8 | 3 | 1.4218 |
| 9 | 3 | 1.1654 |
| 10 | 3 | 1.3845 |
| 11 | 3 | 1.3437 |
| 12 | 3 | 1.4010 |
| 13 | 3 | 1.5524 |
| 14 | 3 | 1.2756 |
| 15 | 3 | 1.4305 |
| 16 | 3 | 1.3081 |
| 17 | 3 | 1.2695 |
| 18 | 3 | 1.5151 |

PROPORTION OF COMMON INTEREST
AND CONTRIBUTION TO COMMON
EXPENSES (expressed as a
percentage)

UNIT NO. LEVEL NO.

| | | |
|----|---|--------|
| 1 | 4 | 1.4930 |
| 2 | 4 | 1.3433 |
| 3 | 4 | 1.3962 |
| 4 | 4 | 1.4743 |
| 5 | 4 | 1.2851 |
| 6 | 4 | 1.4409 |
| 7 | 4 | 1.2231 |
| 8 | 4 | 1.4830 |
| 9 | 4 | 1.1502 |
| 10 | 4 | 1.3554 |
| 11 | 4 | 1.3255 |
| 12 | 4 | 1.3788 |
| 13 | 4 | 1.6546 |
| 14 | 4 | 1.1318 |
| 15 | 4 | 1.4075 |
| 16 | 4 | 1.2912 |
| 17 | 4 | 1.2522 |
| 18 | 4 | 1.4930 |

100.0000

G. Frank
SOLICITOR

SCHEDULE "E"

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SPECIFICATION OF COMMON EXPENSES

Common Expenses shall include but shall not be limited to the following:

(a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act, this Declaration, the Reciprocal Agreement or performed pursuant to any By-law;

(b) all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges for:

- (i) insurance premiums
- (ii) waste disposal
- (iii) garbage collection
- (iv) maintenance materials, tools and supplies
- (v) repairs and maintenance for which the Corporation is responsible
- (vi) snow removal and landscaping
- (vii) water and electricity, except to the extent separately metered or sub-metered for each Unit.
- (viii) fuel, including gas, oil except to the extent separately metered or sub-metered for each Unit.
- (ix) television antenna or cable;

(b) the payment of realty taxes (including local improvement charges) levied against the Property until and then except to the extent that taxes are levied against each Unit on an individual basis;

(c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation, protection and maintenance of the Property, including security personnel or devices;

(d) payments of any remuneration payable pursuant to any management contract which may be entered into between the

Corporation and a manager;

(e) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;

(f) the cost of appraisals made pursuant to Clause X of this Declaration;

(g) the fees and disbursements of the Insurance Trustee;

(h) the cost of maintaining fidelity bonds as provided in the By-laws and the Rules;

(i) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation, and the repayment thereof including principal and interest;

(j) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, auditing, advising, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

(k) all sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act;

(l) shared expenses incurred with respect to the obligations of the Corporation pursuant to the Reciprocal Agreement;

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SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

The Owner of each Unit shall have the exclusive use of:

1. the balcony to which the Unit has sole and direct access, which balconies are illustrated on SHEET 1 of PART 1 and SHEETS 1, 2 and 3 of PART 2 of the Description filed concurrently herewith,
2. the locker space designated below and illustrated on SHEET 1 of PART 3 of the Description filed concurrently herewith, and
3. the parking area or areas designated below and illustrated on SHEET 2 of PART 3 of the Description filed concurrently herewith.

| UNIT NO. | LEVEL NO. | LOCKER SPACE | PARKING AREA |
|----------|-----------|--------------|--------------|
| 1 | 1 | L-9-09 | P-51 |
| 2 | 1 | L-9-13 | P-28 |
| 3 | 1 | L-9-04 | P-32 |
| 4 | 1 | L-9-11 | P-72 |
| 5 | 1 | L-9-08 | P-64 |
| 6 | 1 | L-9-15 | P-59 |
| 7 | 1 | L-9-20 | P-3 |
| 8 | 1 | L-9-19 | P-57, P-58 |
| 9 | 1 | L-9-02 | P-34 |
| 10 | 1 | L-9-17 | P-37 |
| 11 | 1 | L-9-18 | P-2 |
| 12 | 1 | L-9-16 | P-31 |
| 13 | 1 | L-9-03 | P-35 |
| 14 | 1 | L-9-01 | P-66 |
| 15 | 1 | L-9-06 | P-60 |
| 16 | 1 | L-9-12 | P-63 |
| 17 | 1 | L-9-07 | P-67 |
| 18 | 1 | L-9-10 | P-50 |
| 1 | 2 | L-9-25 | P-42 |
| 2 | 2 | L-10-42 | P-27 |
| 3 | 2 | L-9-14 | P-1 |
| 4 | 2 | L-10-44 | P-73 |
| 5 | 2 | L-10-36 | P-24 |
| 6 | 2 | L-10-35 | P-48 |
| 7 | 2 | L-10-34 | P-49 |
| 8 | 2 | L-9-27 | P-61 |
| 9 | 2 | L-9-32 | P-15 |
| 10 | 2 | L-9-33 | P-14 |
| 11 | 2 | L-9-23 | P-6 |
| 12 | 2 | L-9-05 | P-44 |
| 13 | 2 | L-9-28 | P-55 |
| 14 | 2 | L-9-26 | P-21 |
| 15 | 2 | L-9-22 | P-13 |
| 16 | 2 | L-9-30 | P-65 |
| 17 | 2 | L-9-31 | P-20 |
| 18 | 2 | L-9-21 | P-41 |

| UNIT NO. | LEVEL NO. | LOCKER SPACE | PARKING AREA |
|----------|-----------|--------------|--------------|
| 1 | 3 | L-10-41 | P-45 |
| 2 | 3 | L-10-37 | P-62 |
| 3 | 3 | L-10-40 | P-33 |
| 4 | 3 | L-10-38 | P-38 |
| 5 | 3 | L-10-47 | P-22 |
| 6 | 3 | L-11-53 | P-36 |
| 7 | 3 | L-10-46 | P-8 |
| 8 | 3 | L-11-49 | P-7 |
| 9 | 3 | L-10-43 | P-16 |
| 10 | 3 | L-10-39 | P-5 |
| 11 | 3 | L-11-51 | P-9 |
| 12 | 3 | L-11-54 | P-29 |
| 13 | 3 | L-9-29 | P-39 |
| 14 | 3 | L-10-48 | P-19 |
| 15 | 3 | L-11-52 | P-56 |
| 16 | 3 | L-9-24 | P-23 |
| 17 | 3 | L-10-45 | P-18 |
| 18 | 3 | L-11-50 | P-30 |
| 1 | 4 | L-11-55 | P-10 |
| 2 | 4 | L-12-71 | P-25 |
| 3 | 4 | L-11-56 | P-4 |
| 4 | 4 | L-12-68 | P-43 |
| 5 | 4 | L-11-57 | P-69 |
| 6 | 4 | L-12-67 | P-46 |
| 7 | 4 | L-12-64 | P-47 |
| 8 | 4 | L-12-65 | P-54 |
| 9 | 4 | L-12-69 | P-52 |
| 10 | 4 | L-12-70 | P-53 |
| 11 | 4 | L-11-59 | P-11 |
| 12 | 4 | L-12-63 | P-26 |
| 13 | 4 | L-12-72 | P-12 |
| 14 | 4 | L-12-61 | P-70 |
| 15 | 4 | L-12-60 | P-40 |
| 16 | 4 | L-11-58 | P-68 |
| 17 | 4 | L-12-62 | P-71 |
| 18 | 4 | L-12-66 | P-17 |

COPY

COPY

B885 414

DATED: December 5th 1985

CERTIFICATE OF RECEIPT.

1985 DEC. 5 P.M. 3:48

OLYMPIA & YORK DEVELOPMENTS LIMITED

1 First Canadian Place
Toronto, Ontario
M5X 1B5

ASST. DEPT. LAND REGISTRAR.
ET. METRO TORONTO TEL. 0.66

Handwritten signature
HOLDERS TAX No 690

DECLARATION

made pursuant to the Condominium Act

OLYMPIA & YORK DEVELOPMENTS LIMITED
P. O. Box 20
32nd Floor
1 First Canadian Place
Toronto, Ontario
M5X 1B5

Law Department

Box 106

AJF

AMENDMENT TO DECLARATION

Pursuant to a By-Law registered as Number B-890391 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), Metropolitan Toronto Condominium Corporation No. 690, hereby amends its Description and its Declaration registered as Number B-885414 in the said Land Registry Office as follows:

I. 1. The said Description is amended by deleting the existing Sheet 1 of Part 3 and substituting in replacement thereof the revised Sheet 1 of Part 3, registered concurrently herewith.

Part 3, Sheet 1 of the Description is amended by adding thereto and further defining the extent of the exclusive use portions of the common elements on Level 4 and further defining this extent by additional measurements and creation of additional exclusive use portions of the common elements on Level 4, labeled A-1 to A-14 inclusive, as shown in heavy outline on the amended plan sheet of Part 3, Sheet 1 of the Description.

2. The said Description is amended by deleting the existing Sheet 3 of Part 2 and substituting in replacement thereof the revised Sheet 3 of Part 2, registered concurrently herewith.

Part 2, Sheet 3 of the Description is amended by adding thereto and further defining the extent of the common elements and unit boundaries within Units 6, 7 and 8, Level 4 and further defining this extent by additional measurements and labeling of the controlling features of the unit boundaries as shown on the amended plan sheet of Part 2, Sheet 3 of the Description.

II. The Declaration of the Corporation be amended as follows:

1. Add to page 2 of Schedule "F" the following provision as a new paragraph thereto:

"The Owners of Units 6, 7 and 8 on Level No. 4 shall have the exclusive use of the portions of the Common Elements designated as A-1 to A-14, both inclusive, on Sheet 1 of Part 3 of the amended Description filed concurrently herewith."

2. Add to Article III, Section 2, the following provision as subparagraph (d) thereto:

"The exclusive use portions of the Common Elements designated as A-1 to A-14, both inclusive, on Sheet 1 of Part 3 of the amended Description may be used by the Owners of Units 6, 7 and 8 on Level No. 4 in conjunction with their use of their Units and the said Owners may renovate and redecorate such exclusive use portions from time to time."

3. Add to Article III, Section 3, at the end thereof, the following provision:

"The Owners of Units 6, 7 and 8 on Level No. 4 shall have a right of access to, over and on the roof of the Buildings directly above the said Units and the Exclusive Use Common Elements to which the Owners of the said Units are entitled, for the purpose of installing, repairing, maintaining or replacing the electrical, piping, ducting, wiring, heating, ventilating, mechanical or air-conditioning systems and equipment and skylights, to serve such Units in such location or locations as may be agreed upon among the said Owners and the President of the Corporation, as do not interfere with the operation of the Buildings."

4. In Article III, Section 4, paragraph (c), in the second line thereof, after the phrase "paragraph IV(1)g(iii)", add:

"(iv) and (v),"

5. In Article III, Section 4, paragraph (d), subparagraph (ii), in the second line thereof, after the phrase "subparagraph IV(1)g(iii)", add:

"(iv) and (v),"

6. In Article III, Section 4, paragraph (e), in the second line thereof, after the phrase "paragraph IV(1)g(iii)", add:

"(iv) and (v),"

7. Add to Article IV, Section 1, paragraph (g), after subparagraph (iii), the following as subparagraphs (iv) and (v):

"(iv) the Owners of Units 6, 7 and 8 on Level No. 4, to erect, remove or alter the walls, doors or other boundaries including any piping, wiring, ducting, sound-proofing or insulating material therein, dividing such Units from the Exclusive Use Common Elements designated as A-1 to A-14, both inclusive, on Sheet 1 of Part 3 of the amended Description, or dividing any one or more of such Exclusive Use Common Elements from any other of such Exclusive Use Common Elements.

(v) where and to the extent that the structural integrity of the Buildings is not damaged or impaired, the Owners of Units 6, 7 and 8, on Level No. 4 to remove or alter the horizontal slab forming the upper boundaries of such Units, (so long as no more than twenty-five (25%) per cent thereof is removed), including any piping, wiring, ducting, sound-proofing or insulating material therein, and all material thereover to the upper surface of the roof of the Buildings for the purpose of installing skylights, piping, ducting, wiring and electrical, heating, ventilating, mechanical and air-conditioning systems and equipment, to serve such Units in such location or locations on the roof of the Buildings directly above the said Units and the Exclusive Use Common Elements to which the Owners of the said Units are entitled, as may be agreed upon among the said Owners and the President of the Corporation. Such Owners may also relocate the piping, wiring and ducting lying in the portion of the Common Elements between the upper boundary of Units 7 on Level No. 3 and the lower boundary on Level No. 4 in order to accommodate the finishing of Units 6, 7 and 8 on Level No. 4."

8. Add to Article IV, Section 3, at the end thereof, the following provision:

"The Owners of Units 6, 7 and 8 on Level No. 4, shall also make payment to the Corporation upon the same basis as aforesaid of the cost of the hydro consumed within the Exclusive Use Common Elements designated as A-1 to A-14, both

inclusive, on Sheet 1 of Part 3 of the amended Description."

9. Add to Article VII, Section 1, paragraph (c), at the end thereof, the following provision:

"The Owners of Units 6, 7 and 8 on Level No. 4, shall be responsible for and shall bear the cost of:

A. With respect to the Exclusive Use Common Elements designated as A-1 to A-14, both inclusive, on Sheet 1 of Part 3 of the amended Description, including any additions or alterations thereto:

- (i) heating, air-conditioning and ventilation; and
- (ii) maintenance and repairs, including repairing after damage including all systems and equipment installed therein by such Owners.

B. Maintenance and repairs, including repairing after damage of all systems and equipment installed on the roof of the Buildings by such Owners."

10. Add to Schedule "C" under the heading "Horizontally", at the end thereof, the following provision as paragraph (g) thereto:

"those portions of the boundaries of Units 6, 7 and 8 on Level 4 identified by the notation V.P. on Sheet 3 of Part 2 of the Description are vertical planes the location of which are determined by dimensions shown on the said Sheet 3."

In all other respects the said Declaration is hereby confirmed.

The names of all owners and all persons having registered mortgages against the units and common interests on the date the By-Law was registered are set out in Schedule "A" hereto.

The consents of all owners and all persons having registered mortgages against the units and common interests are included in Schedule "B" hereto.

WITNESS the seal of the Corporation duly affixed by the authorized officers of the Corporation at the City of Toronto, this 9TH day of MAY, 1986.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 690

Per: 
President

SCHEDULE "A"

The following are the names of all owners and all persons having registered mortgages against the units, and common interests of Metropolitan Toronto Condominium Plan No. 690 on the 20th day of January, 1986.

| | | |
|-----------------------------|---|--|
| OLYMPIA & YORK DEVELOPMENTS |) | The registered Owner of all Units of |
| LIMITED |) | Metropolitan Toronto Condominium |
| |) | Corporation No. 690, being Units 1 to 18, |
| |) | inclusive on each of Levels 1, 2, 3 and 4. |

There were no registered mortgages against any of the Units or common interests.

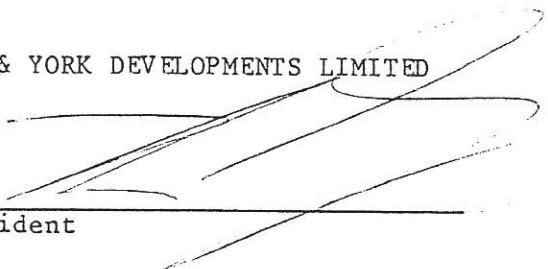
SCHEDULE "B"

CONSENT TO AMENDMENT

OLYMPIA & YORK DEVELOPMENTS LIMITED, being the registered owner of all the Units, being Units 1 to 18, inclusive on each of Levels 1, 2, 3 and 4 of Metropolitan Toronto Condominium Plan No. 690 registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consent to the amendment to the declaration of the Corporation set out in the By-Law of the Corporation registered as Number B-890391 in the said Land Registry Office.

DATED at Toronto, this 9TH day of MAY, 1986.

OLYMPIA & YORK DEVELOPMENTS LIMITED

Per: 
President

SOLEMN DECLARATION IN RESPECT OF AMENDMENTS TO
CONDOMINIUM DECLARATION IN THE MATTER OF AN
AMENDMENT TO THE DECLARATION OF METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO. 690

I, ALAN J. FRANK, of the City of Toronto, in the Municipality of
Metropolitan Toronto, solemnly declare as follows:

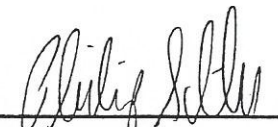
1. I am the secretary of Metropolitan Toronto Condominium Corporation No. 690.
2. A by-law authorizing the attached amendment was registered on the 20th day of January, 1986 as Number B-890391 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66).
3. The names of all owners of all the units and common interests on the date the by-law was registered are set out in Schedule "A" to the amendment. There were no registered charges (or mortgages) against any of the Units or common interests on that date.
4. The consents of all owners of all the units and common interests are included in Schedule "B" to the amendment.
5. The persons whose consents are included in Schedule "B" are the persons whose names are set out in Schedule "A".

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the)
 City of Toronto, in the)
 Municipality of Metropolitan)
 Toronto, this 9th day of)
MAY, 1986.)



 ALAN J. FRANK



 A Commissioner, etc.

DUPLICATE

DATED: May 9, 1986

Number 5916095

CERTIFICATE OF RECEIPT

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690

AUG - 7 1986

12:11 pm

AST. DEP. LAND REGISTRAR
L. T. METRO TORONTO NO. 66

DeLeon

CONSTITUTION INDEX -
COMMON ELEMENTS AND GENERAL INDEX -
UNITS: 6, 7 & 8 LEVEL 4

AMENDMENT TO DECLARATION

METROPOLITAN TORONTO
CONDOMINIUM PLAN No. 690

Metropolitan Toronto Condominium
Corporation No. 690
211 Queen's Quay West
Toronto, Ontario
M5J 2M6
Attn: Alan J. Frank, Secretary

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