THE LAND TITLES ACT

AT 695445

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2004-12-24 10:52

DECLARATION

THE CONDOMINIUM ACT

TORONTO STANDARD CONDOMINIUM PLAN NO.	1650
NEW PROPERTY IDENTIFIERS BLOCK	12650
RECENTLY :	All of Pin 06000 - 0445 (LT)
DECLARANT :	CONVENTION PLAZA LTD.

SOLICITOR : J. A. Kilgour

MILLER, THOMPSON LLP.

20 QUEEN STREET WES SUITE 2500

TORONTO, ONTARIO

M5H 3S1

PHONE: 416-595-8500

No. OF UNITS 1108

FEES : $5.00 x 1108 + $70.00 + $5610.00

PAGE OF PAGES

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DECLARATION

THE ELLIPSE II

MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

BY: CONVENTION PLAZA LTD. a corporation incorporated under the laws of the Province of Ontario (hereinafter called the "Declarant")

1. The Declarant intends that the land and interests appurtenant to the land described in the description and in Schedule "A" on which three hundred and eighty-three (383) residential units, two hundred and eighty-eight (288) locker storage units and four hundred and eight (408) parking units including twenty-four (24) combined parking/locker storage units and twenty-nine (29) surface Visitor Parking Units (as hereinafter defined) have been built be governed by the Condominium Act, 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act").

2. All words used herein which are defined in the Act shall have ascribed to them the meaning set out in the Act unless otherwise specified:

(a) **"combined parking/locker storage units"** means those parking units that have storage facilities also contained therein, as shown on the description, being Units 38 to 49, inclusive, Units 52 to 59, inclusive, and Units 61 and 62, all on Level 2, and Units 76 and 77 on Level 3 of this Condominium;

(b) **"Condominium"** means the lands and premises comprised within Building A and this Corporation;

(c) **"condominium corporations"** means the Phase I Corporation and the Phase II Corporation;

(d) **"Development Agreements"** means any development, site plan or similar agreement affecting or relating to the Project entered into by the Declarant with the Corporation of the City of Toronto (formerly the City of Scarborough) or any other relevant governmental authority dealing with any aspect of the property;

(e) **"Driveway Entrance Agreement"** means an agreement between The Ellipse II, Metropolitan Toronto Condominium Corporation No. 1129 (Hillsborough Court I), Metropolitan Toronto Condominium Corporation No. 1151 (Hillsborough Court II), Metropolitan Toronto Condominium Corporation No. 1162 (Hillsborough Court Retail), Metropolitan Toronto Condominium Corporation No. 1256 (May Tower I), Metropolitan Toronto Condominium Corporation No. 1376 (May Tower Retail), Toronto Standard Condominium Plan No. 1431 (May Tower II) and Toronto Standard Condominium Corporation No. 1622 (The Ellipse I) to govern the shared use, maintenance, lighting and insuring of the entrance driveway leading into the easterly entrance to the Project from the municipally maintained portion of Lee Centre Drive. The Driveway Entrance Agreement shall provide for the definition of certain easements and rights between the aforesaid parties and for the sharing of the costs of operating, maintaining, repairing, replacing and inspecting the driveway as defined therein It shall also include in its definition any agreement or agreements amending or replacing the original Driveway Entrance Agreement, whether such agreement or agreements provide for all or any of the foregoing matters or for other matters not contained within the original Driveway Entrance Agreement and, in the case of any amendment which amends the original Driveway Entrance Agreement in part without replacing the said agreement, this term shall collectively include the original Driveway Entrance Agreement and the amendment(s) thereto;

(f) **"PC Units"** means Parking Units 69 and 99 on Level A, Units 74 and 104 on Level B, Unit 88 on Level 2 and Unit 103 on Level 3, designated for use in the description by a physically challenged person as defined in the by-laws for the City of Toronto;

(g) **"Phase I Corporation"** or **"Building A"** means the units and common elements of Toronto Standard Condominium Corporation No. 1622;

(h) **"Phase II Corporation"** or **"Building B"** or **"this Corporation"** means the lands and premises described in Schedule "A" hereto;

(i) **"Project"** means the lands and premises comprising of Buildings A and B;

(j) **"RCP units"** means Parking Units 7 to 13, inclusive, on Level A and Parking Units 66 to 71, inclusive, on Level 3 of this Condominium;

(k) **"Shared Facilities Agreement"** means an agreement between this Corporation and the Phase I Corporation to govern the operation, maintenance, repair, replacement, use and enjoyment of the shared facilities defined therein and including, but not limited to, the turning circle driveway, the shared garage ramp, the exterior podium landscaping on level four of this Condominium, and the shared recreational amenities within Building A and Building B described in said Agreement, and to confirm the obligation of the Declarant to create appropriate and specified easements in the Shared Facilities Agreement and/or separately between the condominium corporations, as well as to provide for the adding and definition of certain easements and rights between all parties to the Shared Facilities Agreement. In addition, the Shared Facilities Agreement shall provide for the sharing of the costs of operating, maintaining, repairing, replacing and inspecting the Shared Facilities as defined therein. It shall also include in its definition any agreement or agreements amending or replacing the original Shared Facilities Agreement, whether such agreement or agreements provide for all or any of the foregoing matters or for other matters not contained within the original Shared Facilities Agreement and, in the case of any amendment which amends the original Shared Facilities Agreement in part without replacing the said agreement, this term shall collectively include the original Shared Facilities Agreement and the amendment(s) thereto;

(l) **"Shared Facilities Units"** means Recreation Unit 11, Level 4 and Service Unit 171 on Level 3 of Toronto Standard Condominium Plan No. 1622, which units will be jointly owned and operated by the condominium corporations in accordance with the Shared Facilities Agreement;

(m) **"tandem parking spaces"** means Parking Units 84, 85 and 90 on Level A, Units 89, 90 and 95 on Level B, Unit 79 on Level 2 and Unit 94 on Level 3; and

(n) **"Visitor Parking Units"** means the twenty-nine (29) surface parking units being Units 51 to 79, inclusive, on Level 1 of this Condominium, which parking spaces have been allocated by the Declarant and by the City of Toronto, in accordance with the Development Agreement which binds the Project, for use by visitors to Building A, and which units shall be conveyed by the Declarant to the Phase I Corporation for this purpose.

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 this declaration, the registration of the declaration and description will create a freehold condominium corporation, and become a standard condominium corporation as contemplated in Section 6 of the Act.

3. The consent of every person having a registered mortgage against the land or interests appurtenant to the land are attached as Schedule "B".

4. The monuments controlling the extent of the units are the physical surfaces mentioned in Schedule "C".

5. 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 out in Schedule "D" The total of the proportions of the common interests and common expenses shall be one hundred per cent (100%)

6. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as listed in Schedule "E".

7. The following are provisions respecting the occupation and use of the units and restrict gifts, leases and sales of certain of the units:

Residential Units:

(a) Each residential unit shall be used only as a private, single-family residence and in accordance with municipal by-laws and regulations Notwithstanding the

foregoing, the Declarant may complete the building and all improvements to the property, maintain units as models for display and sale purposes and otherwise maintain construction offices, displays and signs within and on the property until all units and proposed units in the Project have been sold by the Declarant.

(b) Each owner, other than the Declarant, shall not convey the residential unit owned by such owner without also conveying any parking unit and any locker storage unit similarly owned by such owner, and any conveyance or sale or agreement to the contrary shall be null and void.

(c) No unit shall be used in such a manner as to give rise to an increase in the rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation.

(d) No owner shall revise or repair any fixture or item within a residential unit that is directly connected to the common elements without utilizing the services of a licensed mechanic to perform the type of work being revised or repaired This restriction is intended to include work to any humidification equipment which may be added by the owner to the heating, air conditioning and ventilation equipment serving the unit, plumbing fixtures directly connected to the building's watermains or drainage system including hoses, pipes and outlets for any washer and dryer, or electrical work that may affect common power lines.

(e) No owner, other than the Declarant, shall be permitted to make any structural change or alteration in or to his 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 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 Corporation's by-laws. 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 his or her 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.

(f) No residential unit owner shall install drapes, blinds or similar window coverings in other than an off-white or neutral colour or alter the interior design or colour of any part of a residential unit where such change, alteration or decoration is normally visible from the exterior thereof, it being the intent of the Corporation to maintain high and uniformly-kept standards of architectural control and design within the building In order to reduce or eliminate the penetration of sound from one unit to another unit, not less than seventy-five per cent (75%) of the floor area of each room in each residential unit (with the exception of the kitchen, the bathroom and entrance areas) shall be covered by broadloom or by an area rug with suitable underpadding.

(g) For the purposes of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) 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 Corporation 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 his unit, or

(ii) where he is the owner of two (2) 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 his unit and such adjoining unit, or any soundproofing or insulating material on his unit side of such Vertical Party Wall.

(h) Prior to performing any work which an owner is entitled to perform pursuant to subparagraph 7.(e) or (g), the owner shall lodge with the Corporation 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 Corporation, 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 7.(e) or(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 Corporation; and

(iii) the drawings, specifications and data lodged with the Corporation as set out in subparagraph 7.(h) above.

(j) Forthwith following the completion of any work which an owner is entitled to perform pursuant to subparagraph 7.(e) or (g), 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 Corporation, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Corporation, 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 Corporation, in the completion of its marketing and sales of unsold units The Declarant shall, however, lodge with the Corporation 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) 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, one (1) domestic cat or one (1) dog not exceeding forty (40) pounds in weight with the sole exception of a guide dog within the meaning of the Blind Person's Rights Act of Ontario which guide dog may exceed such weight limit, and 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 Corporation may require the pet owner to permanently remove such pet from the property upon two (2) weeks written notice.

(m) No owner shall lease his or her residential unit unless prior to entering into any lease or agreement to lease, he or she has obtained from the proposed tenant an information statement in the Corporation's form setting out the number and relationship to one another of the intended occupants of the residential unit under the lease, whether or not the proposed tenant will similarly lease a parking unit from the owner or another owner of a parking unit, the licence number of any private passenger motor vehicle intended to be parked in such parking unit, the length of term of the tenancy and such other reasonable information as may be set forth in the rules of the Corporation In addition, no owner other than the Declarant shall lease his or her unit unless he first delivers to the Corporation a 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 Condominium Corporation, during the term of my tenancy, and that will be subject to the same duties imposed upon the unit owner except for the payment of common expenses, unless otherwise provided according to the Condominium Act."

Such owner, his or her tenant shall, prior to the commencement of the tenancy, deliver said statement and covenant to the Corporation endorsed by the unit owner whose address for service and telephone number, in the case of an emergency, shall be noted thereon Until the Corporation is in receipt of the aforesaid documents, duly completed and executed by the tenant and by the owner, the Corporation shall be under no obligation whatsoever to permit or to provide access to the residential unit and to the common elements by such proposed tenant including, but not limited to, the use of the elevator designated for moving furniture and personal belongings into a residential unit.

(n) 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 Building B, until completion of the sales of and the transfer of title to all units in the Project and for the purpose of gaining access to the Shared Facilities and to the common elements for any lawful purpose including, but not limited to, responding to any claim submitted by this Corporation to the Declarant and to the Tarion Warranty Corporation in respect of outstanding construction matters (including effecting repairs to the common elements).

Parking Units:

(a) Each parking unit shall be used and occupied only for the purpose of parking a private passenger motor vehicle (or 2 private passenger motor vehicles in the case of a tandem parking unit described above and clearly identified as such in the description) as may from time to time be defined in the rules Each owner shall maintain his or her parking unit in a clean and sightly condition Notwithstanding the provisions of this paragraph, in the event that the Corporation 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 use is in accordance with the requirements and by-laws of the City of Toronto and approved by the owners at a meeting duly called for that purpose. Provided that certain parking units hereinbefore defined as combined parking/locker storage units in the description have storage facilities contained within them. Accordingly, in respect of each combined parking/locker storage unit, the storage portion (only) located at or near the end of the parking unit may be used and occupied for the purpose of storage of non-combustible materials as set forth below.

(b) Each PC Unit shall be clearly identified by the International Symbol of Accessibility for the Physically Challenged, and all PC Units shall be subject to the following restriction upon their use and occupation, from time to time:

> In the event that a Physically Challenged person, as defined in the by-laws for the City of Toronto, acquires the right, otherwise in accordance with this Declaration, to occupy a parking unit (anywhere) within this condominium plan, the owner of and any person occupying the PC Unit which is closest to the parking unit acquired by such Physically Challenged person shall, upon notice form the Corporation, forthwith transfer and exchange the right to occupy the PC Unit with such Physically Challenged person for the parking unit which has been acquired by purchase or lease by the Physically Challenged person. The right of such Physically Challenged Person to occupy such PC Unit shall continue for the full period of such Physically Challenged Person's residency in this Condominium, and any sale, transfer or other conveyance, or lease or license of the PC Unit shall be subject to the right of occupancy of the Physically Challenged Person as hereinbefore set out.

(c) The RCP Units have been designated with the symbol "RCP" in the Description, designating a restriction on either the full height or width of the parking unit because of the intrusion, overhead, of a common sanitary service pipe running across and below the ceiling of the RCP units. Each owner or occupant of an RCP unit acknowledges the minor intrusion, within the parking unit, of either a supporting column, or reduced height of the unit in circumstances where the unit is impacted by overhead pipes near the garage wall of the unit. For clarity, while each RCP unit will accommodate a full sized private passenger motor vehicle being parked either below the overhead pipe or within the parking garage columns, where applicable, each such space will be permanently affected, in its legal dimensions, by one of these two restrictions as shown in the Description.

(d) The Corporation, and any person authorized by the Corporation, shall be permitted to enter all levels and areas within the parking garage at all times, and upon reasonable notice, when necessary to gain access thereto for garage sweeping and repairs and to perform, generally, the objects and duties of the Corporation in accordance with section 6 of the Act.

(e) No motor vehicle shall be left on a parking unit unless such motor vehicle is owned by and under the control of the Corporation, a unit owner or tenant residing in a residential unit in this condominium plan.

(f) No owner of a parking unit shall sell, give, lease, convey or otherwise dispose of such parking unit except where the purchaser, donee, tenant or recipient thereof is the Condominium Corporation or the owner or tenant of a residential unit in this condominium plan or the owner or tenant of a residential unit in the Phase I Corporation The term of any lease of a parking unit to a tenant of a residential unit shall not extend beyond the term of the tenancy of such residential unit The owner and proposed tenant of any parking unit shall comply with the leasing requirements generally set forth by the Corporation in the declaration and in the rules and which may also apply to the residential units.

(g) Every lease of a parking unit shall provide or be deemed to contain a provision to the effect that where the owner is deprived of ownership of his or her unit through legal action by a party holding a registered mortgage, execution, lien (including this Condominium Corporation) or other encumbrance against such residential unit, then such lease shall be deemed to be in default and shall automatically terminate, and the parking unit subject to such lease shall revert to the landlord of such parking unit.

Locker Storage Units:

(a) Each locker storage unit shall be used and occupied only for the storage of non-combustible materials and for no other purpose The board of directors may from time to time restrict the categories of materials that may be stored in each locker unit and which, as the board of directors may determine, constitute a danger or a nuisance to the property and to other owners;

(b) No gift, sale or license or lease of a locker storage unit may be given or granted or otherwise conveyed to anyone other than an owner residing in a residential unit, a tenant in actual occupation of a residential unit in this Condominium, the Corporation or the Declarant; and

(c) The term of any lease of a locker storage unit to a tenant of a residential unit shall not extend beyond the term of the tenancy of such residential unit.

Visitor Parking:

(a) No unit owner or members of his or her household or his or her tenants shall park upon any portion of the common elements designated in the descriptions of Building A and Building B or designated by the boards of directors of the condominium corporations as visitors parking. Provided that the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers may park motor vehicles within the visitor parking area until such time as all units have been sold and conveyed by the Declarant; and

(b) The twenty-nine (29) Visitor Parking Units hereinbefore described are subject to the following (permanent) restriction on their use and occupation in order to comply with the requirements of the City of Toronto under the Development

Agreement for the site, that the ownership and use of these units have been exclusively reserved to and for the benefit of visitors to Building A only, and for no other purpose. The Declarant, following the registration of this Condominium, shall convey registered ownership of the Visitor Parking Units to the Phase I Corporation.

8. The owner of each unit shall comply with and shall require all residents and visitors to his or her unit to comply with the Act, this declaration, the by-laws and the rules.

9. Each unit owner shall be deemed to have acknowledged that in rooms or areas within residential units in which there are glass windows 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 and in other residential units within the building during the times when no such strong penetration of sunlight takes place, may not be achieved No supplemental heating or cooling equipment will be provided by the Corporation for this purpose.

10. Subject to the provisions of the Act, the declaration, the by-laws and the rules, the owner of the street-level townhouse style residential units being Units 1 to 12, inclusive, on Level 1 shall have the exclusive use of the front courtyard area described in Schedule "F" hereto and, similarly, the owners of Units 1 to 12, inclusive, on Level 3 and Units 1 to 12, inclusive, on Level 4 shall have the exclusive use of a private garden area to which their unit has sole access, as described in Schedule "F" hereto, it being understood and agreed that the exclusive use of both the front courtyard areas and the private garden areas being enjoyed by the owners of the aforesaid residential units may be regulated by any by-laws or rules of the Corporation.

Subject to the provisions of the Act, the declaration, the by-laws and the rules, the owners of certain units on Levels 32, 33 and 34 of this Condominium shall have the exclusive use of the balcony or terrace area adjacent to their unit and to which their unit has sole access as illustrated on the description, it being understood agreed that these exclusive use areas may also be regulated by any by-laws or rules of the Corporation, and are subject to the Corporation's right of access to exclusive use common elements at all reasonable times to perform repairs, additions, alterations or improvements including, but not limited to, a right of entry in favour of the Corporation, its employees, agents and trades to install, maintain and use roof anchors to support exterior window washing equipment and, generally, for the maintenance and repair of the Building.

Without the prior consent of the Corporation, no owner shall have any right of access to the landscaped podium terrace area on Level 4 to be shared with Building A and/or to those parts of the common elements used either permanently or occasionally as utilities, building maintenance or storage areas, operating machinery areas and any other portions used for the maintenance or operation of the property.

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

12. For the purpose of the duties to repair and maintain, the definition of `unit' shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of this Declaration.

13. Save as otherwise specifically provided herein and as set forth in the Shared Facilities Agreement, the Corporation shall maintain and repair the common elements, and shall maintain and repair the parking units, all at its own expense Without limiting the generality of the foregoing and for greater clarity, the Corporation shall:

(a) maintain the parking garage, garage ramp, the driveway entrance, the turning circle driveway and visitor parking units, the recreational unit, the lobby and mechanical rooms, elevators and hallways;

(b) maintain and repair all windows and doors which provide the means of ingress to and egress from a residential unit or to the building (save as specifically set forth below in paragraph 14.);

(c) maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls, notwithstanding that such equipment has been installed to serve the residential unit only, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the

Corporation. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidification equipment which shall be the responsibility of the unit owner. Each unit owner shall be liable for any damage to the malfunction of any such equipment caused by his or her failure to carry out the periodic cleaning and replacement of air filters and humidifier equipment, including humidifier water control settings or otherwise by the act or omission of an owner, his or her servants, agents, tenants, family or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Corporation. The decision to replace any component associated with the heating, air conditioning and ventilation equipment shall be at the sole discretion of the Corporation or its managing agent;

(d) maintain and repair (including landscaping) the front courtyard areas of the street level townhouse units at the expense of the Corporation; and

(e) periodically clean the parking units within the parking garage provided, always, that each owner shall be responsible for keeping his or her parking unit free and clear from all debris and objects other than his private passenger motor vehicle and such owner shall comply with any notice from the Corporation or its managing agent requiring the owner, periodically, to remove his vehicle from the parking unit to facilitate garage sweeping and/or repairs to the parking garage.

14. Each owner shall maintain his or her unit and those parts of the common elements hereinafter specified and, subject to the provisions of this declaration and Section 123 of the Act, each owner shall repair his or her unit after damage, all at his or her own expense. Without limiting the generality of the foregoing and for greater clarity, each owner shall:

(a) maintain the interior surface of doors which provide the means of ingress and egress from the unit and repair damage to those doors caused by the negligence of tenants, patrons or invitees to his or her unit;

(b) maintain the interior surfaces of all windows and window sills contiguous to the unit;

(c) maintain and repair any humidification equipment which may be attached to the heating, air conditioning and ventilation equipment which serves the unit, including the cleaning or replacement of air filters as directed by the Corporation;

(d) maintain and repair the rear deck area adjacent to those residential units on Level 4 whose owners enjoy the exclusive use of a rear deck area as shown on the description;

(e) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the unit; and

(f) maintain and repair any system including, any appliance or fixture that serves the unit only, but not limited to the hydro-electricity consumption meter.

(g) maintain his or her parking unit and locker storage unit in a clean and sightly condition;

Each owner shall be responsible for all damages to any and all other units and to the common elements which are caused by the failure of the owner to so maintain and repair his or her unit, save and except for any such damage 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. 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 Corporation may be recoverable from the unit owner in accordance with the provision(s) for same under the Act and pursuant to the by-laws of the Corporation.

15. The Corporation, to the extent reasonably obtainable, shall maintain fire insurance with extended coverage, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and the unit owners' obligation to repair, against damage to:

(a) the common elements;

(b) property owned by the Corporation; and

(c) the units, excluding improvements and betterments made or acquired by an owner in an amount equal to the full replacement cost without deduction for depreciation For the purpose of determining the full replacement cost, the Corporation shall, at least once every two years or at the request of owners representing or mortgagees holding mortgages on 15% or more of the units, cause an appraisal to be made In this regard, the Corporation can rely upon the appraisal obtained pursuant to the Shared Facilities Agreement and the Driveway Entrance Agreement with respect to the property covered by such appraisal Such insurance shall contain:

(i) a waiver of the insurer's option to repair, rebuild or replace in the event that after substantial damage to 25% or more of the buildings, the owners vote for termination pursuant to Subsection 123(7) of the Act and government of the property by the Act is terminated;

(ii) a waiver of any defence by the insurer based on co-insurance or breach of a statutory condition (a stated amount co-insurance clause is sufficient compliance with the requirement for waiver of a co-insurance provision);

(iii) a waiver of subrogation against the Corporation, its manager, agents, employees, servants and owners, and as otherwise required or modified by the Shared Facilities Agreement and the Driveway Entrance Agreement, and any member of the household of an owner;

(iv) subject always to the provisions contained in the Shared Facilities Agreement, and in the Driveway Entrance Agreement, an exclusive right of the Corporation to amend the policy and to adjust and settle claims both on its behalf and on behalf of the owners (the Corporation may, however, authorize an owner to adjust the loss in regard to a claim arising out of damage to his unit);

(v) a provision that the policy shall be primary insurance in respect of any other insurance purchased individually by owners;

(vi) a provision that losses are payable to the insurance trustee above a minimum amount to be specified by the Corporation, subject to the provisions of the Shared Facilities Agreement and the Driveway Entrance Agreement to the contrary; and

(vii) a provision that the insurance shall not be cancelled or substantially modified without at least 60 days notice to the Corporation, the Phase I Corporation, the other parties to the Driveway Entrance Agreement and the insurance trustee.

16. The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements, with limits to be determined by the board of directors, acting prudently, and against its liability arising from the ownership, use or operation, by or on its behalf, boilers, machinery, pressure vessels and motor vehicles.

17. In the event of damage to the property exceeding $100,000, or such increased amount as the board may determine by resolution (the "minimum amount"), and in accordance with any applicable provisions of this declaration, the Shared Facilities Agreement, and the Driveway Entrance Agreement, the Corporation shall enter into an agreement with a person or form with appropriate credentials and experience in the settlement and allocation of proceeds of insurance in substantial insurance claims (the "insurance trustee") to hold all insurance proceeds of insurance in trust and to disburse the proceeds in satisfaction of the Corporation's and any other party's respective obligations to repair . In the event of termination of the Condominium, proceeds are to be disbursed to the unit owners and the respective mortgagees as their interests may appear.

18. 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.

19. A complete set of all the plans and specifications given to the Corporation by the Declarant together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the Corporation, shall be maintained by the Secretary of the Corporation and maintained in a place of safekeeping at all times, for the use of the Corporation in rebuilding or repairing any

damage to the building, the Shared Facilities Units, Driveway Entrance and for the use of any owner, the Phase I Corporation, any other party to the Driveway Entrance Agreement and the Declarant.

20. The Corporation, or any insurer of the property (or any part thereof), their respective agents, or any person authorized by the board of directors, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation. Without limiting the generality of the foregoing, the Corporation has the right to enter upon any part of the common elements designated for the exclusive use of an owner of a residential unit to install and operate roof tie back anchors for window washing purposes. In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit and maintaining and repairing the common elements, or for the purpose of correcting any condition which might result in damage to the property, or loss to the property. The Corporation or any person authorized by it may determine whether an emergency exists. If an owner shall not be personally present to grant entry to the unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care. Each owner shall provide the Corporation with an address and a telephone number where he or she can usually be reached at such times of emergency or when repairs to the unit are required.

21. The Corporation shall retain a key to all locks to each residential unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use.

22. Each owner shall indemnify and save harmless the Corporation against any loss, cost, damage or injury caused to the common elements or other units because of the act or omission of such owner or any resident or occupant of his or her unit.

23. The Corporation shall, upon request and payment of an amount up to the maximum prescribed for under the Act, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation shall forthwith provide the Declarant with a certificate of lien and all accompanying statements and information, and a certificate of status in accordance with the Shared Facilities Agreement, as may be requested from time to time by or on behalf of the Declarant in connection with the sale or mortgage of any unit(s), all at no charge or fee to the Declarant or the person requesting same on the Declarant's behalf.

24. It shall be a duty of the Corporation to enter into, accept, perform and be bound by the covenants, agreements and obligations which it may or is required to assume and to take any and all steps which may be requested of it and/or required to fully implement in a timely manner the purposes, intent and provisions of the Shared Facilities Agreement, the Driveway Entrance Agreement and the Development Agreement(s). Upon the Transfer Date defined in the Shared Facilities Agreement, this Corporation together with the Phase I Corporation shall accept a transfer of their proportionate share of co-ownership in the Shared Facilities Units from the Declarant, and this Corporation agrees to ensure the registration of the transfer of title thereof from the Declarant in the Land Titles Office at Toronto.

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

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

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

28. The address of the Corporation for service, which is the same as the mailing address of the Corporation, is:

c/o Brookfield Residential Management Services
3190 Steeles Avenue East
Suite 200
Markham, ON L3R 1G9

Or such other address as the Corporation may, by resolution of the board, determine.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its duly authorized officer in that behalf this 21 day of December, 2004.

CONVENTION PLAZA LTD.
Per:

Patrick Quigley - President

I have authority to bind the Corporation.

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SCHEDULE "A"

In the City of Toronto, formerly the City of Scarborough and Province of Ontario, being composed of Part of Block 1, according to a Plan registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66M-2288, designated as PARTS 6 to 11 inclusive, according to a Plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-21254, hereinafter referred to as the "Phase 2 Lands".

SUBJECT TO an easement in favour of Rogers Cable Inc., over the "Phase 2 Lands", for the purposes as set out in Instrument E 456254.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1256, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 7 and 10, on said Plan 66R-21254, for the purposes as set out in Instrument E256222.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1256, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 9 and 11, on said Plan 66R-21254, for the purposes as set out in Instrument E256222.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1256, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 9, 10 and 11, on said Plan 66R-21254, for the purposes as set out in Instrument E256222.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1376, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 7 and 10, on said Plan 66R-21254, for the purposes as set out in Instrument E417663.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1376, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 9 and 11, on said Plan 66R-21254, for the purposes as set out in Instrument E417663.

SUBJECT TO an easement in favour of Metropolitan Toronto Condominium Plan No. 1376, over Part of Block 1, on said Plan 66M-2288, designated as PARTS 9, 10 and 11, on said Plan 66R-21254, for the purposes as set out in Instrument E417663.

SUBJECT TO appurtenant rights-of-way or rights in the nature of easement in favour of Toronto Standard Condominium Plan No. 1622, provided that upon registration of the declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, C.19, as amended or replaced, relating to the "Phase 2 Lands", the easements described herein cease to apply to, against or with respect to all units described by such declaration and description, as set out in Instrument AT596412.

a) a right-of-support in and through all structural members including, but not limited to, load bearing walls, footings, columns, floor and roof slabs, situate within the "Phase 2 Lands" and which is necessary for the support of the building situate within Toronto Standard Condominium Plan No. 1622.

b) in and through the "Phase 2 Lands" for the access of persons, vehicles, materials and equipment necessary to maintain, repair, install, reconstruct and operate any mechanical or electrical apparatus, installation or equipment, including, but not limited to, water mains, gas mains, storm and sanitary sewers, sprinkler mains, electrical cables, wire, conduits or ducts, telephone and cable television cables, wires, conduits or ducts and fire alarm systems situate within the "Phase 2 Lands" and which are necessary to the operation of the building situate within Toronto Standard Condominium Plan No. 1622.

c) in and through the "Phase 2 Lands" for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within Toronto Standard Condominium Plan No. 1622.

TOGETHER WITH an easement over All of Block 13, on said Plan 66M-2288, until such time the said Block is dedicated as a Public Highway, as set out in Instrument C927923.

TOGETHER WITH a temporary license over Part of Block 1, on said Plan 66M-2288, designated as PART 2, according to a Plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-19498, for the purposes of providing vehicular and pedestrian ingress and egress, as set out in Instrument E519754.

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements over Toronto Standard Condominium Plan No. 1622, which said rights-of-way or rights in the nature of easements are as set out in Instrument AT596412 and are as follows:

a) in, over, along and through the driveway, situate within Toronto Standard Condominium Plan No. 1622, designated as PART 3, on said Plan 66R-21254, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of the "Phase 2 Lands".

b) in, over, along and through the driveways and ramp situate within the Common Elements of Toronto Standard Condominium Plan No. 1622 on Levels 1, 2, 3, A and B, for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, maintenance, delivery and removal vehicles, necessary to the operation of the "Phase 2 Lands".

c) in and through the Common Elements of Toronto Standard Condominium Plan No. 1622, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps all of which are necessary to the operation of the building situate within the "Phase 2 Lands".

d) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements Toronto Standard Condominium Plan No. 1622 and is necessary for support of the "Phase 2 Lands".

e) in and through the Common Elements of Toronto Standard Condominium Plan No. 1622 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the "Phase 2 Lands".

Being all of P.I.N. 06000-0445 (LT).

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

Miller, Thomson, LLP.
duly authorized representatives for
CONVENTION PLAZA LTD.

November 25, 2004
Dated

Per: _____
J. A. Kilgour

November 16, 2004
Ref: 211: 554-27.SCA.PH2

SCHEDULE "B"

CONSENT

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

1. Hongkong Bank of Canada has a registered mortgage within the meaning of clause 7 (2)(b) of the *Condominium Act, 1998,* registered as Number E134421 in the Land Registry Office for the Land Titles Division of Toronto (No. 66);

2. Hongkong Bank of Canada consents to the registration of this declaration against the land or the interests appurtenant to the land, as the land and the interests are described in the description;

3. Hongkong Bank of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

4. Hongkong Bank of Canada is entitled by law to grant this consent.

Hongkong Bank of Canada changed its name to HSBC Bank Canada by Amending Letters Patent issued April 28, 1999 effective June 21, 1999, which Amending Letters Patent was filed in the Land Registry Office for the Land Titles Division of Toronto (No. 66) on June 21, 1999, as Instrument No. E255388.

DATED this 17th of December, 2004.

HSBC BANK CANADA

Per: _____
Name: TREVOR J FRANCIS
Title: Vice-President

Per: _____
Name: SHELLEY MURPHY
Title: Assistant Vice-President

We have authority to bind the Bank

SCHEDULE "B"

CONSENT

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

1. St. Paul Guarantee Insurance Company has a registered mortgage within the meaning of clause 7 (2)(b) of the *Condominium Act, 1998,* registered as Number AT34931 in the Land Registry Office for the Land Titles Division of Toronto (No. 66);

2. St. Paul Guarantee Insurance Company consents to the registration of this declaration against the land or the interests appurtenant to the land, as the land and the interests are described in the description;

3. St. Paul Guarantee Insurance Company postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

4. St. Paul Guarantee Insurance Company is entitled by law to grant this consent.

London Guarantee Insurance Company changed its name to St. Paul Insurance Company by Amending Letters Patent dated December 19, 2002 and effective January 1, 2003, a notarial copy of which Amending Letters Patent was filed in the Land Registry Office for the Land Titles Division of Toronto (No. 66) on January 20, 2003, as Instrument No. AT83155.

DATED this 18th of November, 2004.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per: _____
Name: Denise Fraser
Title: Senior Underwriter

Per: _____
Name: Howard P. Friedman
Title: Assistant Vice President

We have authority to bind the Bank

SCHEDULE "C"

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

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 12 inclusive on Level 1, Units 1 to 12 inclusive on Level 3, Units 1 to 12 inclusive on Level 4, Units 1 to 13 inclusive on Levels 5 to 15 inclusive, Units 1 to 12 inclusive on Levels 16 to 30 inclusive and Units 1 to 6 inclusive on Levels 31 to 34 inclusive).

a) Each Residential Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the concrete ceiling slab and production.

b) Each Residential Unit is bounded horizontally by:

i) the backside surface and plane of the drywall sheathing and production separating one unit from another such unit or from the common element.

ii) the unit side surface of all exterior doors, doorframes, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.

iii) in the vicinity of ducts, pipe spaces and concrete columns, the Unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 37 inclusive, 50, 51, 60 and 63 to 91 inclusive on Level 2, Units 13 to 75 inclusive and 78 to 106 inclusive on Level 3, Units 1 to 109 inclusive on Level A and Units 1 to 114 inclusive on Level B).

3. **BOUNDARIES OF THE COMBINED PARKING/LOCKER STORAGE UNITS**

(being Units 38 to 49 inclusive, 52 to 59 inclusive, 61 and 62 on Level 2 and Units 76 and 77 on Level 3).

a) Each Parking and Combined Parking/Locker Storage Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the plane measured 2.10 metres perpendicularly above and parallel to the concrete floor slab.

iii) the lower surface and plane of the concrete ceiling slab, with respect to Units 63, 64 and 65 on Level B.

b) Each Parking and Combined Parking/Locker Storage Unit is bounded horizontally by one or a combination of:

i) the vertical plane defined by the line and face of the concrete columns and/or walls and production.

ii) the vertical plane established by the centre-line of columns and/or the production thereof.

iii) the vertical plane established by measurement.

iv) the vertical plane established by measurement and perpendicular to the concrete wall, located at the rear of the Unit..

v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre-line of the concrete columns and/or the production thereof.

vi) the unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

vii) the property limit.

viii) the unit side surface and plane of the steel wire mesh and steel frame, for the Locker portion of the Combined Parking/Locker Storage Units.

ix) the backside surface and plane of the drywall sheathing, for the Locker portion of the combined Parking/Locker Storage Units.

4. **BOUNDARIES OF THE LOCKER STORAGE UNITS**

(being Units 13 to 50 inclusive on Level 1, Units 92 to 175 inclusive on Level 2, Units 107 to 140 inclusive on Level 3, Units 110 to 176 inclusive on Level A and Units 115 to 179 inclusive on Level B).

a) Each Locker Storage Unit is bounded vertically by:

i) the upper surface and plane of the concrete floor slab and production.

ii) the lower surface and plane of the steel wire mesh and steel frame.

iii) the lower surface and plane of the concrete ceiling slab, where applicable.

b) Each Locker Storage Unit is bounded horizontally by one or a combination of the following:

i) the unit side surface and plane of the steel wire mesh and steel frame.

ii) the backside surface and plane of the drywall sheathing and production.

iii) the unit side surface and plane of the concrete/concrete block wall and production, where applicable.

iv) the unit side surface and plane of exterior doors and door frames, where applicable.

5. **BOUNDARIES OF THE SURFACE VISITOR PARKING UNITS**

(being Units 51 to 79 inclusive on Level 1).

a) Each Surface Visitor Parking Unit is bounded vertically by:

i) there are no upper or lower limits.

b) Each Surface Visitor Parking Unit is bounded horizontally by:

i) the backside surface and plane of the concrete curb 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.

December 20, 2004
Dated

Dario A. Miret,
Ontario Land Surveyor

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

December 20, 2004

ELLIPSE II

SCHEDULE 'D'

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	B	0.025
2	B	0.025
3	B	0.025
4	B	0.025
5	B	0.025
6	B	0.025
7	B	0.025
8	B	0.025
9	B	0.025
10	B	0.025
11	B	0.025
12	B	0.025
13	B	0.025
14	B	0.025
15	B	0.025
16	B	0.025
17	B	0.025
18	B	0.025
19	B	0.025
20	B	0.025
21	B	0.025
22	B	0.025
23	B	0.025
24	B	0.025
25	B	0.025
26	B	0.025
27	B	0.025
28	B	0.025
29	B	0.025
30	B	0.025
31	B	0.025
32	B	0.025
33	B	0.025
34	B	0.025
35	B	0.025
36	B	0.025
37	B	0.025
38	B	0.025
39	B	0.025
40	B	0.025
41	B	0.025
42	B	0.025
43	B	0.025
44	B	0.025
45	B	0.025
46	B	0.025
47	B	0.025
48	B	0.025
49	B	0.025
50	B	0.025
51	B	0.025
52	B	0.025
53	B	0.025
54	B	0.025
55	B	0.025

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
56	B	0.025
57	B	0.025
58	B	0.025
59	B	0.025
60	B	0.025
61	B	0.025
62	B	0.025
63	B	0.025
64	B	0.025
65	B	0.025
66	B	0.025
67	B	0.025
68	B	0.025
69	B	0.025
70	B	0.025
71	B	0.025
72	B	0.025
73	B	0.025
74	B	0.025
75	B	0.025
76	B	0.025
77	B	0.025
78	B	0.025
79	B	0.025
80	B	0.025
81	B	0.025
82	B	0.025
83	B	0.025
84	B	0.025
85	B	0.025
86	B	0.025
87	B	0.025
88	B	0.025
89	B	0.047
90	B	0.047
91	B	0.025
92	B	0.025
93	B	0.025
94	B	0.025
95	B	0.047
96	B	0.025
97	B	0.025
98	B	0.025
99	B	0.025
100	B	0.025
101	B	0.025
102	B	0.025
103	B	0.025
104	B	0.025
105	B	0.025
106	B	0.025
107	B	0.025
108	B	0.025
109	B	0.025
110	B	0.025
111	B	0.025
112	B	0.025
113	B	0.025
114	B	0.025
115	B	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
116	B	0.010
117	B	0.010
118	B	0.010
119	B	0.010
120	B	0.010
121	B	0.010
122	B	0.010
123	B	0.010
124	B	0.010
125	B	0.010
126	B	0.010
127	B	0.010
128	B	0.010
129	B	0.010
130	B	0.010
131	B	0.010
132	B	0.010
133	B	0.010
134	B	0.010
135	B	0.010
136	B	0.010
137	B	0.010
138	B	0.010
139	B	0.010
140	B	0.010
141	B	0.010
142	B	0.010
143	B	0.010
144	B	0.010
145	B	0.010
146	B	0.010
147	B	0.010
148	B	0.010
149	B	0.010
150	B	0.010
151	B	0.010
152	B	0.010
153	B	0.010
154	B	0.010
155	B	0.010
156	B	0.010
157	B	0.010
158	B	0.010
159	B	0.010
160	B	0.010
161	B	0.010
162	B	0.010
163	B	0.010
164	B	0.010
165	B	0.010
166	B	0.010
167	B	0.010
168	B	0.010
169	B	0.010
170	B	0.010
171	B	0.010
172	B	0.010
173	B	0.010
174	B	0.010
175	B	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
176	B	0.010
177	B	0.010
178	B	0.010
179	B	0.010
1	A	0.025
2	A	0.025
3	A	0.025
4	A	0.025
5	A	0.025
6	A	0.025
7	A	0.025
8	A	0.025
9	A	0.025
10	A	0.025
11	A	0.025
12	A	0.025
13	A	0.025
14	A	0.025
15	A	0.025
16	A	0.025
17	A	0.025
18	A	0.025
19	A	0.025
20	A	0.025
21	A	0.025
22	A	0.025
23	A	0.025
24	A	0.025
25	A	0.025
26	A	0.025
27	A	0.025
28	A	0.025
29	A	0.025
30	A	0.025
31	A	0.025
32	A	0.025
33	A	0.025
34	A	0.025
35	A	0.025
36	A	0.025
37	A	0.025
38	A	0.025
39	A	0.025
40	A	0.025
41	A	0.025
42	A	0.025
43	A	0.025
44	A	0.025
45	A	0.025
46	A	0.025
47	A	0.025
48	A	0.025
49	A	0.025
50	A	0.025
51	A	0.025
52	A	0.025
53	A	0.025
54	A	0.025
55	A	0.025

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
56	A	0.025
57	A	0.025
58	A	0.025
59	A	0.025
60	A	0.025
61	A	0.025
62	A	0.025
63	A	0.025
64	A	0.025
65	A	0.025
66	A	0.025
67	A	0.025
68	A	0.025
69	A	0.025
70	A	0.025
71	A	0.025
72	A	0.025
73	A	0.025
74	A	0.025
75	A	0.025
76	A	0.025
77	A	0.025
78	A	0.025
79	A	0.025
80	A	0.025
81	A	0.025
82	A	0.025
83	A	0.025
84	A	0.047
85	A	0.047
86	A	0.025
87	A	0.025
88	A	0.025
89	A	0.025
90	A	0.047
91	A	0.025
92	A	0.025
93	A	0.025
94	A	0.025
95	A	0.025
96	A	0.025
97	A	0.025
98	A	0.025
99	A	0.025
100	A	0.025
101	A	0.025
102	A	0.025
103	A	0.025
104	A	0.025
105	A	0.025
106	A	0.025
107	A	0.025
108	A	0.025
109	A	0.025
110	A	0.010
111	A	0.010
112	A	0.010
113	A	0.010
114	A	0.010
115	A	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
116	A	0.010
117	A	0.010
118	A	0.010
119	A	0.010
120	A	0.010
121	A	0.010
122	A	0.010
123	A	0.010
124	A	0.010
125	A	0.010
126	A	0.010
127	A	0.010
128	A	0.010
129	A	0.010
130	A	0.010
131	A	0.010
132	A	0.010
133	A	0.010
134	A	0.010
135	A	0.010
136	A	0.010
137	A	0.010
138	A	0.010
139	A	0.010
140	A	0.010
141	A	0.010
142	A	0.010
143	A	0.010
144	A	0.010
145	A	0.010
146	A	0.010
147	A	0.010
148	A	0.010
149	A	0.010
150	A	0.010
151	A	0.010
152	A	0.010
153	A	0.010
154	A	0.010
155	A	0.010
156	A	0.010
157	A	0.010
158	A	0.010
159	A	0.010
160	A	0.010
161	A	0.010
162	A	0.010
163	A	0.010
164	A	0.010
165	A	0.010
166	A	0.010
167	A	0.010
168	A	0.010
169	A	0.010
170	A	0.010
171	A	0.010
172	A	0.010
173	A	0.010
174	A	0.010
175	A	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
176	A	0.010
1	1	0.329
2	1	0.303
3	1	0.303
4	1	0.303
5	1	0.303
6	1	0.303
7	1	0.303
8	1	0.303
9	1	0.303
10	1	0.303
11	1	0.303
12	1	0.336
13	1	0.010
14	1	0.010
15	1	0.010
16	1	0.010
17	1	0.010
18	1	0.010
19	1	0.010
20	1	0.010
21	1	0.010
22	1	0.010
23	1	0.010
24	1	0.010
25	1	0.010
26	1	0.010
27	1	0.010
28	1	0.010
29	1	0.010
30	1	0.010
31	1	0.010
32	1	0.010
33	1	0.010
34	1	0.010
35	1	0.010
36	1	0.010
37	1	0.010
38	1	0.010
39	1	0.010
40	1	0.010
41	1	0.010
42	1	0.010
43	1	0.010
44	1	0.010
45	1	0.010
46	1	0.010
47	1	0.010
48	1	0.010
49	1	0.010
50	1	0.010
51	1	0.001
52	1	0.001
53	1	0.001
54	1	0.001
55	1	0.001
56	1	0.001
57	1	0.001
58	1	0.001

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
59	1	0.001
60	1	0.001
61	1	0.001
62	1	0.001
63	1	0.001
64	1	0.001
65	1	0.001
66	1	0.001
67	1	0.001
68	1	0.001
69	1	0.001
70	1	0.001
71	1	0.001
72	1	0.001
73	1	0.001
74	1	0.001
75	1	0.001
76	1	0.001
77	1	0.001
78	1	0.001
79	1	0.001
1	2	0.025
2	2	0.025
3	2	0.025
4	2	0.025
5	2	0.025
6	2	0.025
7	2	0.025
8	2	0.025
9	2	0.025
10	2	0.025
11	2	0.025
12	2	0.025
13	2	0.025
14	2	0.025
15	2	0.025
16	2	0.025
17	2	0.025
18	2	0.025
19	2	0.025
20	2	0.025
21	2	0.025
22	2	0.025
23	2	0.025
24	2	0.025
25	2	0.025
26	2	0.025
27	2	0.025
28	2	0.025
29	2	0.025
30	2	0.025
31	2	0.025
32	2	0.025
33	2	0.025
34	2	0.025
35	2	0.025
36	2	0.025
37	2	0.025
38	2	0.035

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
39	2	0.035
40	2	0.035
41	2	0.035
42	2	0.035
43	2	0.035
44	2	0.035
45	2	0.035
46	2	0.035
47	2	0.035
48	2	0.035
49	2	0.035
50	2	0.025
51	2	0.025
52	2	0.035
53	2	0.035
54	2	0.035
55	2	0.035
56	2	0.035
57	2	0.035
58	2	0.035
59	2	0.035
60	2	0.025
61	2	0.035
62	2	0.035
63	2	0.025
64	2	0.025
65	2	0.025
66	2	0.025
67	2	0.025
68	2	0.025
69	2	0.025
70	2	0.025
71	2	0.025
72	2	0.025
73	2	0.025
74	2	0.025
75	2	0.025
76	2	0.025
77	2	0.025
78	2	0.025
79	2	0.047
80	2	0.025
81	2	0.025
82	2	0.025
83	2	0.025
84	2	0.025
85	2	0.025
86	2	0.025
87	2	0.025
88	2	0.025
89	2	0.025
90	2	0.025
91	2	0.025
92	2	0.010
93	2	0.010
94	2	0.010
95	2	0.010
96	2	0.010
97	2	0.010
98	2	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
99	2	0.010
100	2	0.010
101	2	0.010
102	2	0.010
103	2	0.010
104	2	0.010
105	2	0.010
106	2	0.010
107	2	0.010
108	2	0.010
109	2	0.010
110	2	0.010
111	2	0.010
112	2	0.010
113	2	0.010
114	2	0.010
115	2	0.010
116	2	0.010
117	2	0.010
118	2	0.010
119	2	0.010
120	2	0.010
121	2	0.010
122	2	0.010
123	2	0.010
124	2	0.010
125	2	0.010
126	2	0.010
127	2	0.010
128	2	0.010
129	2	0.010
130	2	0.010
131	2	0.010
132	2	0.010
133	2	0.010
134	2	0.010
135	2	0.010
136	2	0.010
137	2	0.010
138	2	0.010
139	2	0.010
140	2	0.010
141	2	0.010
142	2	0.010
143	2	0.010
144	2	0.010
145	2	0.010
146	2	0.010
147	2	0.010
148	2	0.010
149	2	0.010
150	2	0.010
151	2	0.010
152	2	0.010
153	2	0.010
154	2	0.010
155	2	0.010
156	2	0.010
157	2	0.010
158	2	0.010

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
159	2	0.010
160	2	0.010
161	2	0.010
162	2	0.010
163	2	0.010
164	2	0.010
165	2	0.010
166	2	0.010
167	2	0.010
168	2	0.010
169	2	0.010
170	2	0.010
171	2	0.010
172	2	0.010
173	2	0.010
174	2	0.010
175	2	0.010
1	3	0.329
2	3	0.300
3	3	0.300
4	3	0.300
5	3	0.300
6	3	0.300
7	3	0.300
8	3	0.300
9	3	0.300
10	3	0.300
11	3	0.300
12	3	0.356
13	3	0.025
14	3	0.025
15	3	0.025
16	3	0.025
17	3	0.025
18	3	0.025
19	3	0.025
20	3	0.025
21	3	0.025
22	3	0.025
23	3	0.025
24	3	0.025
25	3	0.025
26	3	0.025
27	3	0.025
28	3	0.025
29	3	0.025
30	3	0.025
31	3	0.025
32	3	0.025
33	3	0.025
34	3	0.025
35	3	0.025
36	3	0.025
37	3	0.025
38	3	0.025
39	3	0.025
40	3	0.025
41	3	0.025
42	3	0.025

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
43	3	0.025
44	3	0.025
45	3	0.025
46	3	0.025
47	3	0.025
48	3	0.025
49	3	0.025
50	3	0.025
51	3	0.025
52	3	0.025
53	3	0.025
54	3	0.025
55	3	0.025
56	3	0.025
57	3	0.025
58	3	0.025
59	3	0.025
60	3	0.025
61	3	0.025
62	3	0.025
63	3	0.025
64	3	0.025
65	3	0.025
66	3	0.025
67	3	0.025
68	3	0.025
69	3	0.025
70	3	0.025
71	3	0.025
72	3	0.025
73	3	0.025
74	3	0.025
75	3	0.025
76	3	0.035
77	3	0.035
78	3	0.025
79	3	0.025
80	3	0.025
81	3	0.025
82	3	0.025
83	3	0.025
84	3	0.025
85	3	0.025
86	3	0.025
87	3	0.025
88	3	0.025
89	3	0.025
90	3	0.025
91	3	0.025
92	3	0.025
93	3	0.025
94	3	0.047
95	3	0.025
96	3	0.025
97	3	0.025
98	3	0.025
99	3	0.025
100	3	0.025
101	3	0.025
102	3	0.025

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
103	3	0.025
104	3	0.025
105	3	0.025
106	3	0.025
107	3	0.010
108	3	0.010
109	3	0.010
110	3	0.010
111	3	0.010
112	3	0.010
113	3	0.010
114	3	0.010
115	3	0.010
116	3	0.010
117	3	0.010
118	3	0.010
119	3	0.010
120	3	0.010
121	3	0.010
122	3	0.010
123	3	0.010
124	3	0.010
125	3	0.010
126	3	0.010
127	3	0.010
128	3	0.010
129	3	0.010
130	3	0.010
131	3	0.010
132	3	0.010
133	3	0.010
134	3	0.010
135	3	0.010
136	3	0.010
137	3	0.010
138	3	0.010
139	3	0.010
140	3	0.010
1	4	0.215
2	4	0.195
3	4	0.161
4	4	0.192
5	4	0.159
6	4	0.271
7	4	0.204
8	4	0.271
9	4	0.186
10	4	0.217
11	4	0.295
12	4	0.215
1	5	0.215
2	5	0.195
3	5	0.161
4	5	0.192
5	5	0.159
6	5	0.271
7	5	0.204
8	5	0.271

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
9	5	0.191
10	5	0.152
11	5	0.231
12	5	0.204
13	5	0.215
1	6	0.215
2	6	0.195
3	6	0.161
4	6	0.192
5	6	0.159
6	6	0.271
7	6	0.204
8	6	0.271
9	6	0.191
10	6	0.152
11	6	0.231
12	6	0.204
13	6	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	7	0.215
2	7	0.195
3	7	0.161
4	7	0.192
5	7	0.159
6	7	0.271
7	7	0.204
8	7	0.271
9	7	0.191
10	7	0.152
11	7	0.231
12	7	0.204
13	7	0.215
1	8	0.215
2	8	0.195
3	8	0.161
4	8	0.192
5	8	0.159
6	8	0.271
7	8	0.204
8	8	0.271
9	8	0.191
10	8	0.152
11	8	0.231
12	8	0.204
13	8	0.215
1	9	0.215
2	9	0.195
3	9	0.161
4	9	0.192
5	9	0.159
6	9	0.271
7	9	0.204
8	9	0.271
9	9	0.191
10	9	0.152
11	9	0.231
12	9	0.204
13	9	0.215
1	10	0.215
2	10	0.195
3	10	0.161
4	10	0.192
5	10	0.159
6	10	0.271
7	10	0.204
8	10	0.271
9	10	0.191
10	10	0.152
11	10	0.231
12	10	0.204
13	10	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	11	0.215
2	11	0.195
3	11	0.161
4	11	0.192
5	11	0.159
6	11	0.271
7	11	0.204
8	11	0.271
9	11	0.191
10	11	0.152
11	11	0.231
12	11	0.204
13	11	0.215
1	12	0.215
2	12	0.195
3	12	0.161
4	12	0.192
5	12	0.159
6	12	0.271
7	12	0.204
8	12	0.271
9	12	0.191
10	12	0.152
11	12	0.231
12	12	0.204
13	12	0.215
1	13	0.215
2	13	0.195
3	13	0.161
4	13	0.192
5	13	0.159
6	13	0.271
7	13	0.204
8	13	0.271
9	13	0.191
10	13	0.152
11	13	0.231
12	13	0.204
13	13	0.215
1	14	0.215
2	14	0.195
3	14	0.161
4	14	0.192
5	14	0.159
6	14	0.271
7	14	0.204
8	14	0.271
9	14	0.191
10	14	0.152
11	14	0.231
12	14	0.204
13	14	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	15	0.215
2	15	0.195
3	15	0.161
4	15	0.192
5	15	0.159
6	15	0.271
7	15	0.204
8	15	0.271
9	15	0.191
10	15	0.152
11	15	0.231
12	15	0.204
13	15	0.215
1	16	0.215
2	16	0.203
3	16	0.261
4	16	0.252
5	16	0.271
6	16	0.204
7	16	0.271
8	16	0.191
9	16	0.152
10	16	0.231
11	16	0.204
12	16	0.215
1	17	0.215
2	17	0.203
3	17	0.261
4	17	0.252
5	17	0.271
6	17	0.204
7	17	0.271
8	17	0.191
9	17	0.152
10	17	0.231
11	17	0.204
12	17	0.215
1	18	0.215
2	18	0.203
3	18	0.261
4	18	0.252
5	18	0.271
6	18	0.204
7	18	0.267
8	18	0.191
9	18	0.152
10	18	0.231
11	18	0.201
12	18	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	19	0.215
2	19	0.203
3	19	0.261
4	19	0.252
5	19	0.271
6	19	0.204
7	19	0.267
8	19	0.191
9	19	0.152
10	19	0.231
11	19	0.201
12	19	0.215
1	20	0.215
2	20	0.203
3	20	0.261
4	20	0.252
5	20	0.271
6	20	0.204
7	20	0.267
8	20	0.191
9	20	0.152
10	20	0.231
11	20	0.201
12	20	0.215
1	21	0.215
2	21	0.203
3	21	0.261
4	21	0.252
5	21	0.271
6	21	0.204
7	21	0.267
8	21	0.191
9	21	0.152
10	21	0.231
11	21	0.201
12	21	0.215
1	22	0.215
2	22	0.203
3	22	0.261
4	22	0.252
5	22	0.271
6	22	0.204
7	22	0.267
8	22	0.191
9	22	0.152
10	22	0.231
11	22	0.201
12	22	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	23	0.215
2	23	0.203
3	23	0.261
4	23	0.252
5	23	0.271
6	23	0.204
7	23	0.267
8	23	0.191
9	23	0.152
10	23	0.231
11	23	0.201
12	23	0.215
1	24	0.215
2	24	0.203
3	24	0.261
4	24	0.252
5	24	0.271
6	24	0.204
7	24	0.267
8	24	0.191
9	24	0.152
10	24	0.231
11	24	0.201
12	24	0.215
1	25	0.215
2	25	0.203
3	25	0.261
4	25	0.252
5	25	0.271
6	25	0.204
7	25	0.267
8	25	0.191
9	25	0.152
10	25	0.231
11	25	0.201
12	25	0.215
1	26	0.215
2	26	0.203
3	26	0.261
4	26	0.252
5	26	0.271
6	26	0.204
7	26	0.267
8	26	0.191
9	26	0.152
10	26	0.231
11	26	0.201
12	26	0.215

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	27	0.215
2	27	0.203
3	27	0.261
4	27	0.252
5	27	0.271
6	27	0.204
7	27	0.267
8	27	0.191
9	27	0.152
10	27	0.231
11	27	0.201
12	27	0.215
1	28	0.215
2	28	0.203
3	28	0.261
4	28	0.252
5	28	0.271
6	28	0.204
7	28	0.267
8	28	0.191
9	28	0.152
10	28	0.231
11	28	0.201
12	28	0.215
1	29	0.215
2	29	0.203
3	29	0.261
4	29	0.252
5	29	0.271
6	29	0.204
7	29	0.267
8	29	0.191
9	29	0.152
10	29	0.231
11	29	0.201
12	29	0.215
1	30	0.215
2	30	0.203
3	30	0.261
4	30	0.252
5	30	0.271
6	30	0.204
7	30	0.267
8	30	0.191
9	30	0.152
10	30	0.231
11	30	0.201
12	30	0.215
1	31	0.318
2	31	0.292
3	31	0.294
4	31	0.298
5	31	0.295
6	31	0.324

PERCENTAGE INTEREST IN COMMON ELEMENTS AND PERCENTAGE CONTRIBUTION TO COMMON EXPENSES BY UNIT AND LEVEL NUMBER

UNIT NO.	LEVEL NO.	% OF COMMON INTEREST & % CONTRIBUTION TO COMMON EXPENSES
1	32	0.318
2	32	0.292
3	32	0.294
4	32	0.298
5	32	0.295
6	32	0.324
1	33	0.318
2	33	0.292
3	33	0.294
4	33	0.298
5	33	0.295
6	33	0.324
1	34	0.318
2	34	0.292
3	34	0.294
4	34	0.298
5	34	0.295
6	34	0.324
	TOTAL PERCENTAGE	100.000

SCHEDULE E

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

1. All sums of money paid or payable by the Corporation 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 Corporation in order to determine the proper amount of insurance to be effected.

2. All sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:

(a) insurance premiums;
(b) water and sewage, unless separately metered for unit consumption;
(c) waste disposal and garbage collection;
(d) maintenance materials, tools and supplies;
(e) snow removal and landscaping;
(f) fuel, including gas, oil and hydro-electricity, unless separately metered for unit consumption; and
(g) cleaning of parking units

save and provided that:

the cost of the maintenance, operation, repair, replacement and inspection of any of the Shared Facilities shall be shared with and upon registration of the Phase II Corporation, or with the other parties to the Driveway Entrance Agreement.

3. All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager.

4. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other advice and service required by the Corporation.

5. The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof.

6. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.

7. Uninsured losses (including insurance deductibles), the fees and disbursements of the insurance trustee, if any, and of obtaining insurance appraisals.

8. The cost of maintaining fidelity bonds as provided by by-law.

9. All sums required to be paid to the reserve or contingency fund as required by the Act or in accordance with the annual budget of the Corporation.

10. This Corporation's Proportionate Share of the Shared Costs of operating, maintaining, repairing, replacing and inspecting the Shared Facilities Agreement, the Driveway Entrance Agreement and any amendment or modifications thereto.

SCHEDULE "F"

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

a) the Owner(s) of certain Residential Units on Levels 32, 33 and 34, shall have the exclusive use of a balcony to which the Units provide direct and sole access, as more particularly illustrated on the Description Plans.

b) the Owner(s) of certain Residential Units on Level 31, shall have the exclusive use of a terrace to which the Units provide direct and sole access, as more particularly illustrated on the Description Plans.

c) the Owner(s) of each of the Residential Units 1 to 12 inclusive on Level 1, shall have the exclusive use of a terrace to which the said Units provide direct access, as illustrated in heavy outline on PART 2, Sheet 1 of the Description Plans, being numbered the same number as the Unit with the prefix letter "T".

d) the Owner(s) of each of the Residential Units 1 to 12 inclusive on Level 3 and Units 1 to 12 inclusive on Level 4, shall have the exclusive use of a private garden to which the said Units provide direct access, as illustrated in heavy outline on PART 2, Sheet 1 of the Description Plans, with the prefix letter "P", and assigned as follows:

UNIT	LEVEL	EXCLUSIVE USE PRIVATE GARDEN
1	4	P1
2	4	P2
3	4	P3
4	4	P4
5	4	P5
6	4	P6
7	4	P7
8	4	P8
9	4	P9
10	4	P10
11	4	P11
12	4	P12
1	3	P13
2	3	P14
3	3	P15
4	3	P16
5	3	P17
6	3	P18
7	3	P19
8	3	P20
9	3	P21
10	3	P22
11	3	P23
12	3	P24

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
FOR STANDARD CONDOMINIUM CORPORATION

I certify that:

[Strike out whichever is not applicable]
Each building on the property

Ellipse Condominium - East Tower
including Townhouses
38 Lee Centre Drive
Toronto, ON

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 10 day of December, 2004

(signature)

ONTARIO ASSOCIATION OF ARCHITECTS
STEVEN KIRSHENBLATT
LICENCE
2982

Steven Kirshenblatt

(print name)

(Strike out whichever is not applicable:

Architect/Professional Engineer)