OBSERVATORY PLACE - Phase II
January 18, 1988

DECLARATION

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, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "**Act**"), by:

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

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the Town of Richmond Hill, in the Regional Municipality of York, and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (hereinafter called the "**description**"), and which lands are sometimes hereinafter referred to as the "**Real Property**" or the "**lands**";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising 201 dwelling units, 263 parking units, 122 locker units, and 1 communication control unit;

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

The terms used in the declaration shall have the meanings ascribed to them in the Act, unless the declaration specifies otherwise, or unless the context otherwise requires, and in particular:

a) Common Elements means all the property except the units;

b) Common Interest means the interest in the common elements appurtenant to a unit;

c) Communication Control Unit means unit 1 on level 16 situate on the rooftop of the condominium building and intended to be used for the purposes of broadcasting and receiving radio, television and/or satellite transmissions and signals, as more particularly set out in section 23 of this declaration;

d) Corporation, or Condominium, or Condominium Corporation means the condominium corporation created by the registration of this declaration and description pursuant to the Act;

e) Dwelling Units means units 1-5 inclusive on level 1, and units 1-14 inclusive on levels 2-15 both inclusive, and intended to be used solely for the purposes set out in section 20 of this declaration;

f) Governmental Authorities means the Town of Richmond Hill, the Regional Municipality of York, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;

g) Guest Suites means the two single bedroom suites located on the ground floor in the recreation center, and forming part of the common elements of this Condominium, with each guest suite having a three piece

washroom and closet but no cooking area, and intended to be used solely for the purposes set out in section 15 of this declaration;

h) **Locker Units** means units 101-157 both inclusive on level A, and units 164-228 both inclusive on level B, and intended to be used solely for the purposes set out in section 22 of this declaration;

i) **Owner** means the owner or owners of the freehold estate or estates in a unit and its appurtenant common interests, but does not include a mortgagee unless in possession;

j) **Parking Units** means units 1-100 inclusive on level A, and units 1-163 inclusive on level B, and intended to be used solely for the purposes set out in section 21 of this declaration;

k) **Property** means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;

l) **Recreational Facilities** means the single outdoor tennis court and the indoor recreation center, together with all of the recreational amenities and facilities (and all of the fixtures, equipment and furnishings) situate in the recreation centre, which are or may at any time be used in connection with the operation, enjoyment and/or maintenance thereof (all of which comprise part of the common elements of this Condominium);

m) **Rules** means rules passed by the board of directors (hereinafter called the "board") of this Condominium, and becoming effective pursuant to Section 29 of the Act;

n) **Superintendent's Suite** means the two bedroom suite located on level 1 in this Condominium, and to be used and occupied solely and exclusively as the personal residence of the building's superintendent, and forming part of the common elements of this Condominium;

o) **Unit** means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the declaration and the description. For greater certainty, the definition of "unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and pursuant to this declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the declaration.

Section 2 - Statement of Intention

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.

Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

Section 4 - Boundaries of Units and Monuments

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

Section 5 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners and shall contribute to the common

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

Section 6 - Exclusive Use Common Elements

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

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be:

4800 Dufferin Street
Downsview, Ontario
M3H 5S9

or such other address as the Corporation may determine by resolution of the board. The Corporation's mailing address shall be:

33 Weldrick Road
Richmond Hill, Ontario
L4C 8W4

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

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

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

(a) to pay for any undertaking(s) which costs more than $25,000.00 and is not required or contemplated by law, the Act, or by any provision in this declaration or the by-laws of the Corporation; or

(b) to repay or pay the costs of any borrowing of money which is in excess of $25,000.00, or which increases the outstanding indebtedness of the Corporation to more than $25,000.00;

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

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their respective tenants, invitees or

licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Section 10 - Reserve Fund

a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

Section 11 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with an estoppel certificate and accompanying statements and information in accordance with Section 32(8) of the Act. The Corporation shall forthwith provide the Declarant with an estoppel certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any unit(s), all at no charge or fee to the Declarant.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

a) Each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including the exclusive use common elements designated to his unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws (hereinafter called the "by-laws") and the rules. However, save as hereinafter otherwise provided, no condition shall be permitted to exist, and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or impair the structural integrity of any portion of the common elements and/or any unit, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and/or the other units, or that results in the cancellation or threatened cancellation of any policy of insurance obtained by or on behalf of the Corporation.

b) Save as hereinafter otherwise provided, no owner shall make any change or alteration to any installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the prior approval of the Corporation in accordance with the Act.

Section 13 - Declarant's Use of the Recreational Facilities and Other Common Element Areas

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant shall be entitled to use and occupy a portion of the indoor recreation center of the Condominium, including without limitation the guest suites, for the Declarant's marketing/sales program, and to erect and maintain a sales office therein at such location as the Declarant may select, in its sole discretion, until such time as the Declarant has sold all of the dwelling units in this Condominium. The cost of erecting, maintaining and ultimately dismantling the said sales office shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied in the recreation center, nor for any utility services supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said sales office. The Declarant shall also be entitled to erect and maintain signs for marketing/sales purposes upon any part of the common elements, and within or outside any unsold dwelling units, pursuant to the Declarant's on-going marketing program in respect of the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion, until such time as the Declarant has sold all of the dwelling units in this Condominium.

b) Only the Declarant and the owners of the dwelling units in this Condominium, together with their respective tenants, residents and invitees, shall have access to, and use and enjoyment of, the recreational facilities during opening hours. However, until the turnover meeting has been convened pursuant to the provisions of Section 26 of the Act, the Declarant shall have the unilateral right, in its sole discretion, to establish hours of use and designated or restricted areas of use in respect of the recreational facilities, in order to best co-ordinate the operation and use of same with the Declarant's marketing/sales program for this Condominium. From and after the date of the turnover meeting, the use and enjoyment of the recreational facilities shall be governed by the rules and regulations passed by the board of directors from time to time in connection therewith.

Section 14 - Use of Visitors' Parking Spaces

a) Each visitors' parking space comprising part of the common elements of this Condominium (as illustrated on Part 1, Sheet 3 of 7, of the description filed concurrently herewith and marked with the letter "V") shall be used only by the visitors and guests of the owners and tenants of the dwelling units in this Condominium, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs, and such spaces shall not be assigned, leased or sold to any unit owner or otherwise dealt with.

b) Notwithstanding any provision in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the Declarant, its sales staff, its authorized personnel or agents, and any prospective purchasers shall together have the right to use a block of ten (10) visitors' parking spaces located within the property (such block to be designated by the Declarant in its sole discretion), which right shall cease forthwith upon the sale of all units owned by the Declarant in this Condominium.

Section 15 - Use of the Guest Suites

The two guest suites which are located on level 1, in the recreation center, shall only be used to provide overnight accommodation for the guests of the owners and tenants of the dwelling units in this Condominium, and a minimal damage deposit, together with a service/cleaning charge will have to be paid, in advance, for each night of occupancy thereof, in accordance with the rules and regulations passed by the board of directors from time to time in connection therewith. The use of such guest suites shall be subject to the terms and provisions of any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Section 16 - Use of the Party Room

The use of the party room which is located in the recreation center, which comprises part of the common elements, shall only be used to accommodate the parties and/or meetings which have been convened or arranged by (and which benefit) the owners and/or tenants of the dwelling units in this Condominium, and their respective invitees. A minimal damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each day/night of use or occupancy thereof, in accordance with the rules and regulations passed by the board of directors from time to time in connection therewith, provided however that no damage deposit or service/cleaning charge shall be required for meetings by the board of directors and/or the unit owners convened for the purposes of conducting the business and affairs of the Condominium. In addition, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests and visitors to any such party and/or meeting, may be levied by the board of directors in their sole discretion.

Section 17 - Restricted Access

Save as otherwise specifically provided in this declaration to the contrary, no one shall have any right of access to those parts of the common elements designated or used from time to time as a dwelling or residence for any building superintendent, or any utilities area, building maintenance or storage area, building manager's office, Declarant's sales office, the rooftop of the condominium building adjacent to the communication control unit, any area used for operating or storing machinery, or any other parts of the common elements used for the care, maintenance or operation of the property, without the prior written consent of the board. This section shall not apply to any first mortgagee holding first mortgages on at least ten (10%) percent of the dwelling units in this Condominium, if exercising a right of access for purposes of inspection, upon giving 48 hours notice to the Corporation's building manager.

Section 18 - Modification of Common Elements and Assets

a) The Corporation may, by a vote of owners who own eighty (80%) percent of the units, make any substantial additions, alterations or improvements to or renovations of the common elements, or may make any substantial change to the assets of the Corporation.

b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration, or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation.

c) For the purposes of this section, the board shall decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change to the assets of the Corporation, is substantial. However, the removal of any partition or demising wall(s) between adjoining dwelling units shall not be considered as substantial in nature, nor under any circumstances shall same be construed as a substantial or material alteration, improvement or renovation of the common elements of the Corporation.

d) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Real Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements, or to any unit which required the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and for the use of any owner or mortgagee.

PART 4 - OCCUPATION AND USE OF UNITS

Section 19 - General Use

a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other unit(s) or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which may affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this declaration, or that may increase any insurance premiums with respect thereto, nor in such a manner as to lead to a breach by any owner or by the Corporation of any provision of this declaration. In the event that the use made by any owner of his unit, other than the Declarant, results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such owner shall indemnify and save the Corporation harmless from and against all costs, damages and/or liabilities that the Corporation may suffer or incur as a result of any such cancellation of insurance, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any such increased portion of the insurance premiums so payable by the

Corporation (as a result of such owner's use), and such owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph.

b) The owner of each unit shall comply, and shall require all residents, tenants, invitees, and licensees of his unit to comply with the Act, the declaration, the by-laws, and the rules.

c) No owner, other than the Declarant, shall make any structural change or alteration in or to any unit, without the prior written consent of the board of directors.

Section 20 - Use of Dwelling Units
(Being Units 1-5 inclusive on Level 1, Units 1-14 inclusive on Levels 2-15 both inclusive)

Each dwelling unit shall be occupied and used only as a private, single family residence and for no other purpose, provided however that the foregoing shall not prevent the Declarant from completing the building(s) situate on the Real Property and all improvements to the property, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the units in the Corporation, nor anyone else while owning or seeking to sell 10% or more of the units in the Corporation (in both cases, actively taking all reasonable steps to sell those units) from maintaining a sales office, advertising signs and suites as models for display purposes, provided same does not interfere with the reasonable use and enjoyment of the common elements or other units in the building.

Section 21 - Use of Parking Units
(Being Units 1-100 inclusive on Level A, and Units 1-163 inclusive on Level B)

Each parking unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and without restricting any wider definition of motor vehicle as may be imposed by the board of directors, "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, either in their totality or in groups of parking units.

Section 22 - Use of Locker Units
(Being Units 101-157 inclusive on Level A, and Units 164-228 inclusive on Level B)

Each locker unit shall be used and occupied for storage purposes, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other unit owners, the units or the common elements, nor result in the violation or contravention of any applicable zoning or building by-laws or health and safety regulations of the relevant municipality or of any other governmental authority or agency having jurisdiction, and in strict accordance with the rules of the Corporation in force from time to time. The board of directors may, from time to time, restrict the categories of items that may be stored or used in such locker units.

40 22

Section 23 - Use of the Communication Control Unit
(Being Unit 1 on Level 16)

The communication control unit shall be used and occupied by the owner of such unit only for the purposes of broadcasting and receiving radio, television and/or satellite transmissions and signals, and for any similar or ancillary purposes thereto, provided however that any such use shall be permitted by, and in conformity with, the provisions of all applicable zoning and building by-laws and regulations of any municipal or other governmental authority or agency having jurisdiction. The owner or owners from time to time of the communication control unit, together with their respective workmen, servants or agents (duly designated or authorized by such owner or owners) shall at all times have the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the common element areas required to obtain full and complete access to the said communication control unit, together with the right to install on the roof of the building, within the boundaries of such unit, all such transmission towers and supporting wires and cables and other equipment as may be necessary or desirable for the effective use and maintenance of such unit.

Section 24 - Temporary Model Suites

At the time of registration, several unsold dwelling units in this condominium building may be used as temporary model suites for sale purposes, and the Declarant, its sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites, together with all sale displays and signs, until such time as all dwelling units in the Corporation (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant.

PART 5 - OWNERSHIP OF UNITS

Section 25 - Restrictions on Parking and Locker Units

a) Any or all of the parking and/or locker units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however that:

   i) any sale, transfer, assignment or other conveyance of any parking and/or locker unit shall be made only to the Declarant or to the Corporation, or to any owner of a dwelling unit in this Condominium;

   ii) any lease of a parking and/or locker unit shall be made only to the Declarant or to the Corporation, or to any owner or tenant of a dwelling unit in this Condominium, provided however that if any parking and/or locker unit is leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit;

   iii) where any parking and/or locker unit is leased to an owner of a dwelling unit, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such parking and/or locker unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit within

thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such parking and/or locker unit shall be automatically terminated and be of no further force or effect, and the parking and/or locker unit which is/are subject to such lease shall thereupon revert to the lessor thereof; and

iv) where the lessee of a parking and/or locker unit is an owner of a dwelling unit, and such lessee is deprived of possession and/or ownership of his dwelling unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said dwelling unit, then such lease shall be deemed to be in default, and shall be automatically terminated and of no further force or effect, whereupon the parking and/or locker unit which is/are subject to such lease shall automatically revert to the lessor thereof.

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

PART 6 - LEASING OF UNITS

Section 26 - Notification of Lease

a) Where the owner of a unit leases his unit, the owner shall forthwith notify the Corporation that the unit has been leased, and shall provide the Corporation with the lessee's name and the owner's new address.

b) In addition, no owner shall lease his 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 entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act."

Section 27 - Tenant's Liability

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

Section 28 - Owner's Liability

Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

PART 7 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 29 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

b) Notwithstanding anything hereinbefore or hereafter provided to the contrary, 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 such owner to maintain and repair his unit in accordance with the provisions of this declaration, save and except for any such damage(s) for which the cost of repairing same may be recovered under any policy of insurance maintained by the Corporation.

c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall forthwith reimburse the Corporation in full for the cost of all such repairs, including any legal or collection costs incurred by the Corporation in order to collect such costs from said owner, and all such costs shall bear interest at the rate of thirty (30%) percent per annum, calculated monthly, not in advance, until paid by the owner. The Corporation may collect such costs 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 written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

d) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 30 - Maintenance and Repairs to the Common Elements

a) Save as otherwise specifically provided in this declaration to the contrary, the Corporation shall maintain, and repair after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the dwelling units, and to all windows (except maintenance to the interior surfaces thereof, and to the exterior surfaces thereof accessible by balconies or patio areas, the responsibility for which shall reside solely with the affected unit

owner), together with all exclusive use portions of the common elements, except that in respect of balconies or outdoor patio areas set aside for the exclusive use of a designated owner, the responsibility for their maintenance only shall rest upon the owner enjoying exclusive use of same (and said owner shall, upon the Corporation's request, provide access to said balcony or patio area to the Corporation, or to any of its authorized workmen, servants, agents or contractors, for the purposes of facilitating any repair work to same).

b) Each owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows and doors serving his unit, which repairs were necessitated by damage caused by such owner's negligence, or the negligence of the residents, tenants, invitees or licensees of his unit.

PART 8 - INSURANCE

Section 31 - Insurance Maintained by the Corporation

a) **Fire and Extended Risks**

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair, and in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

i) the common elements;

ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and

iii) the units (except for any improvements or betterments made or acquired by the unit owners);

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

b) **Public Liability and Boiler Insurance**

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

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

The foregoing policy or policies of insurance will insure the interest of the Corporation and the unit owners from time to time, as their respective interests may appear, with all mortgagee endorsements being subject to the provisions of this declaration and the insurance trust agreement, and shall contain the following provisions:

i) all proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence

does not exceed ten thousand dollars ($10,000.00) the proceeds of such loss shall payable to the Corporation and not to the Insurance Trustee;

ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the unit owners, and any resident, tenant, invitee, or licensee of a unit, except for damage arising out of arson or fraud caused by any one of the above;

iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) percent of the units;

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

v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s);

vi) waivers of the insurer's obligation to repair, rebuild or replace the property in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 32 - <u>General Provisions Regarding the Condominium Insurance</u>

a) Prior to obtaining any policy or policies of insurance or any reneval or renevals thereof, and at such other times as the board may deem advisable, and also upon the request of any mortgagee or mortgagees holding mortgages on 50% or more of the dwelling units in this Condominium, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize any owner to adjust any loss to his unit.

c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee

who has notified the Corporation of his interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation or his interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the insurance coverage shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

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

Section 33 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any liability, cost, charge or expenses incurred as a result of a contravention of S.24(1) of the Act.

Section 34 - Insurance Maintained by the Individual Unit Owners

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 an owner to his unit, and on 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. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above.

b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

c) Insurance covering additional living expenses incurred by an owner if forced to leave his dwelling unit by one of the hazards protected against under the owner's personal policy.

d) Insurance covering special assessments levied against an owner's unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

Section 35 - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licensee of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made by any owner pursuant to this section are deemed to be additional contributions toward the common expenses payable such owner, and are recoverable as such.

Section 36 - Insurance Trust Agreement

a) The Corporation shall enter into, and at all times maintain, an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, in accordance with the provisions of the Act and this declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than ten thousand dollars ($10,000.00), such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

b) The Insurance Trust Agreement shall commence upon the date of registration of the Corporation, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new board of directors has not yet been elected by the unit owners at a meeting called pursuant to Section 26 of the Act (the "**Turnover Meeting**"), then such Insurance Trust Agreement shall be renewed for a further twelve (12) month period, upon written notice delivered by the Corporation to the Insurance Trustee requesting the renewal of same. When a new board of directors has been elected at the Turnover Meeting, then the Insurance Trust Agreement shall terminate at the end of the twelve (12) month period during which the Turnover Meeting was held, unless same is ratified by the new board of directors. If ratified as aforesaid, the Insurance Trust Agreement (or any renewal thereof) shall continue automatically on an annual basis until sixty (60) days after the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. If the Insurance Trust Agreement is not ratified as aforesaid, then the new board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another trust company, chartered bank or other firm qualified to act as an insurance trustee, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation.

PART 9 - DUTIES OF THE CORPORATION

Section 37 - Duties

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

a) to cause heat, hydro and all other requisite utility services to be provided to the Recreational Facilities, so that same are fully functional and operable during normal or customary hours of use (as determined by the board of directors, from time to time); and

b) to take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to section 32(4) of the Act, against those units in respect of which the owners have defaulted in the payment of common expenses.

PART 10 - GENERAL MATTERS

Section 38 - Rights of Entry

a) The Corporation, or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, 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.

b) In case of an emergency, any agent, employee or authorized representative of the corporation may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exists.

c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 39 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one

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or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this declaration.

Section 40 - Waiver

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

Section 41 - Notice

a) Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given as follows:

i) To an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at his respective unit.

ii) To a mortgagee, who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid , addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.

iii) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

b) If any notice is mailed as aforesaid, 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.

Section 42 - Construction of the Declaration

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

Section 43 - Headings

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

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Section 44 - Statutory References

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

DATED at the City of North York, in the Municipality of Metropolitan Toronto, this 21st day of April, 1988.

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

AINSDALE DEVELOPMENTS LIMITED

Per: _____
Martin Applebaum - President

SCHEDULE "A"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

In the Town of Richmond Hill, in the Regional Municipality of York, and being composed of that part of Lots 42 and 43, in Concession 1, E.Y.S., designated as Part 2 on Reference Plan 65R-10231, registered in the Land Registry Office for the Land Titles Division of York Region (No. 65), and being part of Parcel 42-3 in the register for Section MA-1.

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SCHEDULE "B"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

CONSENT UNDER SECTION 3(1)(b) OF THE ACT

CANADA TRUSTCO MORTGAGE COMPANY,
having a registered mortgage within the meaning of section 3(1)(b) of The Condominium Act R.S.O., 1980, as amended, and registered as number 389813 in the Land Registry Office for the Land Titles Division of York Region (No. 65) hereby consents to the registration of this declaration pursuant to The Condominium Act R.S.O. 1980, as amended, against the lands or interests appurtenant to the lands described in the description.

IN WITNESS WHEREOF, CANADA TRUSTCO MORTGAGE COMPANY has caused these presents to be executed under its corporate seal by its duly authorized signing officer(s) this 13th day of April, 1988.

CANADA TRUSTCO MORTGAGE COMPANY

Per: _____
Authorized Signing Officer
NORMA TREVELYAN

Per: _____
Authorized Signing Officer
ROMAN BRUCHKOWSKY

APPROVED AS TO FORM AND CONTENT

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B - 2

SCHEDULE "B"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

CONSENT UNDER SECTION 3(1)(b) OF THE ACT

THE MORTGAGE INSURANCE COMPANY OF CANADA,

having a registered mortgage within the meaning of section 3(1)(b) of The Condominium Act R.S.O., 1980, as amended, and registered as number 399787 in the Land Registry Office for the Land Titles Division of York Region (No. 65) hereby consents to the registration of this declaration pursuant to The Condominium Act R.S.O. 1980, as amended, against the lands or interests appurtenant to the lands described in the description.

IN WITNESS WHEREOF, THE MORTGAGE INSURANCE COMPANY OF CANADA has caused these presents to be executed under its corporate seal by its duly authorized signing officer(s) this 21 day of April, 1988.

APPROVED FOR SIGNATURE
4/21/88

THE MORTGAGE INSURANCE COMPANY OF CANADA

Per: _____
Authorized Signing Officer
Reginald Ryan

Per: _____
Authorized Signing Officer
J.D. Bergeron

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SCHEDULE "B"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

CONSENT UNDER SECTION 3(1)(b) OF THE ACT

THE MORTGAGE INSURANCE COMPANY OF CANADA,
having a registered mortgage within the meaning of section 3(1)(b) of The Condominium Act R.S.O., 1980, as amended, and registered as number LT-417706 in the Land Registry Office for the Land Titles Division of York Region (No. 65) hereby consents to the registration of this declaration pursuant to The Condominium Act R.S.O. 1980, as amended, against the lands or interests appurtenant to the lands described in the description.

IN WITNESS WHEREOF, THE MORTGAGE INSURANCE COMPANY OF CANADA has caused these presents to be executed under its corporate seal by its duly authorized signing officer(s) this 14th day of April, 1988.

APPROVED FOR SIGNATURE
Gourmier
4/14/88

THE MORTGAGE INSURANCE COMPANY OF CANADA

Per: _____
Authorized Signing Officer
R.T. Ryan, President & CEO

Per: _____
Authorized Signing Officer
J.D. Bergeron, Secretary & V.P. Legal Counsel

SCHEDULE "C"
TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

The monuments controlling the extent of units described and numbered in the description filed concurrently herewith are the physical surfaces more fully described as follows:

DWELLING UNITS

(Being Units 1-5 inclusive on Level 1, and Units 1-14 inclusive on Levels 2-15 both inclusive as illustrated on Part 1, Sheet 1 and Part 2, Sheet 1 of the description filed concurrently herewith)

a) Each dwelling unit is bounded vertically by:

(i) the upper surface of the concrete floor slab beneath the unit; and

(ii) the lower surface of the concrete ceiling, except for Units 1-5 inclusive on Level 1, and Units 1-14 inclusive on Level 15, where the boundary shall be the backside surface of the drywall of the suspended ceiling.

b) Each dwelling unit is bounded horizontally by the backside face of the drywall on all perimeter walls, and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces and elevators.

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

d) In the vicinity of the solariums, the boundary shall be the unit side line and face of glass panels and steel frames.

e) Each dwelling unit <u>shall include</u> all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only and that lie within the upper and lower limits as hereinbefore set out. Without limiting the generality of the foregoing, each dwelling unit <u>shall include</u> the complete vertical fan coil unit (namely the fan, coil, valves, controls, etc.) together with the branch piping extending to the common pipe risers, but excluding only the common pipe risers.

f) Notwithstanding anything hereinbefore provided to the contrary, each dwelling unit <u>shall exclude</u>:

(i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the unit as hereinbefore defined; and

(ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular unit as hereinbefore set out but which do not service that particular unit.

PARKING UNITS

(Being Units 1-100 inclusive on Level A, and Units 1-163 inclusive on Level B as illustrated on Part 2, Sheets 2 and 3 of the description filed concurrently herewith)

The boundaries of each parking unit shall be:

a) the unfinished upper surface or unit side of the concrete floor slab beneath such unit;

b) a horizontal plane, distant 2.00 metres above the concrete floor slab;

c) the unfinished interior surface or unit side of concrete block or masonry walls or columns; and

d) the vertical planes formed by:

(i) the face of columns;

(ii) the production of the face of the masonry walls;

(iii) the centre line of the concrete columns; and

(iv) the measurements from the concrete columns and walls as illustrated in Part 2, Sheet 2 of 4 and Part 2, Sheet 3 of 4 of the description filed concurrently herewith.

Provided that each parking unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete columns, concrete walls or load bearing walls which may be located within any such parking unit(s).

LOCKER UNITS

(Being Units 101-157 inclusive on Level A, and
Units 164-228 inclusive on Level B as illustrated on Part 2, Sheets 2 and 3 of the description filed concurrently herewith)

a) Each locker unit is bounded vertically by:

(i) the upper surface of concrete floors; and

(ii) the unit surface of wire mesh panels.

b) Each locker unit is bounded horizontally by the unit side face of the wire mesh panels, or the unit side face of concrete or masonry walls, and the production thereof across openings for doors.

Provided that each locker unit **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage or power or otherwise) that supply any service to any unit or to the common elements, and whether located within or outside of any walls or floors, together with any heating and/or air conditioning equipment, ducts, flues, shafts, etc., or controls of same, as well as any concrete columns, concrete walls or load bearing walls which may be located within any such locker unit(s).

COMMUNICATION CONTROL UNIT

(Being Unit 1 on Level 16 as illustrated on Part 2, Sheet 4 of the description filed concurrently herewith)

a) The communication control unit is bounded vertically by:

(i) the upper surface of the concrete floor slab; and

(ii) the lower surface of the concrete ceiling slab.

b) The communication control unit is bounded horizontally by:

(i) the unit side line and face of concrete wall; and

(ii) in the vicinity of the opening, the boundary shall be a vertical plane, which plane is witnessed and controlled by the vertical production of the unit side line and face of concrete wall, as shown on Part 2, Sheet 4 of 4 of the description filed concurrently herewith.

I. M. PASTUSHAK LIMITED

Per: _____
I. M. Pastushak, O.L.S.

SCHEDULE "D"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

UNIT	LEVEL	Proportion of Common Interests and Common Expenses (expressed as a percentage to each unit)				
1	1	0.3541	x	1	=	0.3541
2	1	0.4912	x	1	=	0.4912
3	1	0.5754	x	1	=	0.5754
4	1	0.4535	x	1	=	0.4535
5	1	0.4535	x	1	=	0.4535
1	2 - 15 Incl.	0.4537	x	14	=	6.3518
2	2 - 15 Incl.	0.3820	x	14	=	5.3480
3	2 - 15 Incl.	0.4914	x	14	=	6.8796
4	2 - 15 Incl.	0.5756	x	14	=	8.0584
5	2 - 15 Incl.	0.4537	x	14	=	6.3518
6	2 - 15 Incl.	0.4537	x	14	=	6.3518
7	2 - 15 Incl.	0.5326	x	14	=	7.4564
8	2 - 15 Incl.	0.3385	x	14	=	4.7390
9	2 - 15 Incl.	0.4537	x	14	=	6.3518
10	2 - 15 Incl.	0.4971	x	14	=	6.9594
11	2 - 15 Incl.	0.5756	x	14	=	8.0584
12	2 - 15 Incl.	0.3820	x	14	=	5.3480
13	2 - 15 Incl.	0.3385	x	14	=	4.7390
14	2 - 15 Incl.	0.5326	x	14	=	7.4564
1	16 - Communication Control Unit	0.0002	x	1	=	0.0002
1-59 Incl.	A - Parking Regular	0.0223	x	59	=	1.3157
60,61	A - Parking Tandem	0.0446	x	2	=	0.0892
62-65 Incl.	A - Parking Regular	0.0223	x	4	=	0.0892
66, 67	A - Parking Compact	0.0177	x	2	=	0.0354
68-82 Incl.	A - Parking Regular	0.0223	x	15	=	0.3345
83, 84, 85	A - Parking Compact	0.0177	x	3	=	0.0531
86-98 Incl.	A - Parking Regular	0.0223	x	13	=	0.2899
99, 100	A - Parking Tandem	0.0446	x	2	=	0.0892
101-157 Incl.	A - Lockers	0.0096	x	57	=	0.5472
1-52 Incl.	B - Parking Regular	0.0223	x	52	=	1.1596
53, 54	B - Parking Tandem	0.0446	x	2	=	0.0892
55-57	B - Parking Regular	0.0223	x	3	=	0.0669
58	B - Parking Tandem	0.0446	x	1	=	0.0446
59	B - Parking Compact	0.0177	x	1	=	0.0177
60-78 Incl.	B - Parking Regular	0.0223	x	19	=	0.4237
79	B - Parking Tandem	0.0446	x	1	=	0.0446
80	B - Parking Compact	0.0177	x	1	=	0.0177
81-83 Incl.	B - Parking Regular	0.0223	x	3	=	0.0669
84, 85	B - Parking Tandem	0.0446	x	2	=	0.0892
86-110 Incl.	B - Parking Regular	0.0223	x	25	=	0.5575
111	B - Parking Compact	0.0177	x	1	=	0.0177
112-163 Inc.	B - Parking Regular	0.0223	x	52	=	1.1596
164-228	B - Lockers	0.0096	x	65	=	0.6240
						100.0000%

AINSDALE DEVELOPMENTS LIMITED, by its property management company, Del Property Management Inc., hereby confirms the percentages and calculations herein.

DEL PROPERTY MANAGEMENT INC.

Per: _____
Authorized Signing Officer

50-6727.WP/OPII01/JME/JAN'88

SCHEDULE "E"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

COMMON EXPENSES

a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.

b) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.

c) All sums of money payable for utilities and services (excluding telephone service to each unit) serving the units and/or the common elements including, without limiting the generality of the foregoing, monies payable on account of:

   i) gas and electricity;
   ii) hydro and fuel;
   iii) water;
   iv) waste disposal;
   v) maintenance materials, tools and supplies;
   vi) cable T.V.; and
   vii) landscaping and snow removal.

d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.

e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.

f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.

h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.

j) The fees and disbursements of the Insurance Trustee.

k) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all unit owners and their respective tenants, residents, licensees and/or invitees.

l) All sums of money paid or payable by the Corporation in connection with the operation, maintenance, repair and/or improvement of the Recreational Facilities, including without limitation, the cost of the following items, namely:

   i) the provision of heat, hydro, water and other utility services to the Recreational Facilities; and

   ii) the provision of all recreational programs, staff and equipment required or utilized in the ongoing maintenance and operation of the Recreational Facilities.

SCHEDULE "F"

TO THE DECLARATION OF AINSDALE DEVELOPMENTS LIMITED

Exclusive Use Common Elements Areas

The owners of dwelling units 1-5 inclusive on Level 1, from which there is direct access to those parts of the common elements designated as an outdoor patio area, and shown in the description filed concurrently herewith and designated with the prefix "P", as illustrated on Part 3, Sheet 1 of 2, of said description, as follows:

Unit 1 on Level 1	.....	P - 1
Unit 2 on Level 1	.....	P - 2
Unit 3 on Level 1	.....	P - 3
Unit 4 on Level 1	.....	P - 4
Unit 5 on Level 1	.....	P - 5

shall have the exclusive use and enjoyment of such outdoor patio areas.

The owners of the dwelling units on Levels 2-15 inclusive from which there is access to those parts of the common elements designated as an outdoor balcony, as illustrated on Part 2, Sheet 1 of 4 of the description filed concurrently herewith, shall have the exclusive use and enjoyment of such outdoor balcony area.

The owner of Unit 1 on Level 16 shall have the exclusive use and enjoyment of that portion of the surface of the roof area designated as X-1 and more particularly illustrated on Part 3, Sheet 2 of 2, of the description filed concurrently herewith, excluding however those parts of the common elements comprising the said roof area and containing or enclosing the fresh air shaft(s), the breather vents, the mechanical room(s), the elevator shaft(s), the stairwell(s), catwalk(s), the mechanical equipment on the concrete base, the roof hatch, the garbage chute, the smoke detector, and all other areas containing or enclosing equipment or other appurtenances required or utilized for the operation and/or maintenance of the apartment tower.