

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT 1978

STATUTES OF ONTARIO 1978, CHAPTER 84

YORK CONDOMINIUM CORPORATION NO. 523

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, 1978, Statutes of Ontario 1978, Chapter 84, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"),

BY:

DONIGRAH DEVELOPMENT CORPORATION A  
company duly incorporated under the  
laws of the Province of Ontario,

(Hereinafter called the "Declarant")

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

WHEREAS the Declarant has constructed four buildings upon the said lands containing 46 dwelling units; and

WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I  
INTRODUCTORY

1. Definitions: The following terms used herein have the meanings set out below, unless the context otherwise requires:
  - (a) Common elements means all the property except the units;
  - (b) Common interests means the interest in the common elements appurtenant to a unit;
  - (c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;
  - (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes an land and interests appurtenant to lands that are added to the common elements;
  - (e) Unit means a part or parts of the land included in the description, and 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 this space at the time the declaration and description are registered;
  - (f) The definition of "unit" for the purposes of the duties to repair and maintain under Section 41 and 42 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
  - (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

2. Statement of Intention: The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.
3. Consent of Encumbrancers: The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.
4. Boundaries: Unit: Each unit shall comprise the area within the heavy lines shown on sheet one of the Description with respect to the unit number indicated thereon, excluding therefrom such pipes, wires and cables used for power, water and drainage which are within any walls or floors. The monuments controlling the extent of units are the physical surfaces described in Schedule "C" attached hereto.
5. Common interests and Common Expenses: Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).
6. Address For Service: The corporation's address for service and mailing address shall be 277 Eglinton Avenue East, Toronto, or such other address as the corporation may by by-law determine.

## II COMMON EXPENSES

1. Specification of Common Expenses: Common expenses means the expenses of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out herein.
2. Payment of Common Expenses: Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation.
3. Common Expenses: Definition: Common expenses, without limiting the definition ascribed thereto by the Act, shall include the following;
  - (a) The payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
  - (b) Remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
  - (c) Payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
  - (d) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
  - (e) The maintenance, repair, replacement, and the operation of the common elements;
  - (f) The cost of electricity, water, heating, fuel and all other utilities and services purchased by the corporation for use in the units and/or the common elements;
  - (g) The cost of legal, accounting and auditing services, premiums for the corporation's insurance obligations, appraisals, fees and disbursements of the Insurance Trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this declaration and the by-laws of the corporation and its board;
  - (h) The cost of borrowing money to carry out the objects and duties of the corporation and the repayment including principal and interest of debts incurred for the objects and duties of the corporation, provided that the borrowing of such money shall have been duly authorized by a vote of the owners at a meeting held for the purpose of such authorization;

- (i) All sums of money assessed by the corporation for collection from the owners to be set aside in such separate fund or funds as may be provided for by by-laws of the corporation and to be applied, from time to time, in whole or in part, in the absolute discretion of the corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items which occur less frequently than annually, and for major items of repair or replacement made necessary by damage, deterioration or obsolescence as the corporation may deem necessary or desirable in order to carry out the objects and duties of the corporation.

### III COMMON ELEMENTS

1. Use of Common Elements: Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.
2. Exclusive Use of Parts of Common Elements:
  - (a) The owner of each unit shall have the exclusive use subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of the portion of the common elements designated on Part 2 of the description by being numbered the same as the number of each such unit together with the letters "F" or "R" as indicated in Schedule "F" attached.
  - (b) the owner of a unit shall have the exclusive use subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a balcony, if any, to which his unit affords sole access.
3. Restrictive Access: Without the consent in writing of the board, no owners shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, managers offices, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property, Provided however that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the building manager.
4.
  - (a) The corporation may by a vote of members, whp eighty (80%) per cent of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.
  - (b) The corporation may by a vote of the majority of the members make any other addition, alteration or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.
  - (c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

### IV UNITS

1. Occupation and Use: The occupation and use of the units shall be in accordance with the following restrictions and stipulations;
  - (a) Each unit shall be occupied and used only 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 and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant, subject to the specific restriction that no display units, contstruction offices, sales offices, displays and signs, can be used for any other development.
  - (b) No unit shall be occupied by anyone whose company shall give rise to the cancellation or the threatened cancellation of any policy of insurance

referred to in Article IX of this declaration.

- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any structural change in or to his unit or any change to an installation upon the common elements, maintain, decorate, alter or repair any part of the common elements without the prior written consent thereto of the board. Any such change shall, if approved by the board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval by the board.
- (e) Nothing herein contained shall prevent and no by-law or house rule shall be made to prevent the Declarant from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situate.
- (f) Requirements for Leasing.
  - i No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:

"I , covenant 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 and the rules and regulations made by the Condominium Corporation from time to time, during the term of my tenancy."
  - ii No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the corporation.
  - iii Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V  
BY-LAWS

- 1. The Corporation may, by a vote of members who own 50 per cent of the units, make by-laws;
  - (a) Governing the management of the property;
  - (b) Governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
  - (c) Governing the use of the common elements;
  - (d) Regulating the maintenance of the units and common elements;
  - (e) Governing the use and management of the assets of the corporation;
  - (f) Respecting the board;
  - (g) Specifying duties of the corporation;
  - (h) Regulating the assessment and collection of contributions towards the common expenses;
  - (i) Respecting the conduct generally of the affairs of the corporation.

2. Rules Governing Use of Common Elements:

- (a) The by-laws may provide for the making of rules by the members of the corporation who together own a majority of the units respecting the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.
- (b) The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws.
- (c) The rules shall be complied with and enforced in the same manner as the by-laws.

VI  
MAINTENANCE AND REPAIRS

1. 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.

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 unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs than an owner is obligated to make and that he doesn't make within a reasonable time and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon which instalments shall be added to the monthly contributions towards the common expenses of such owner after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

2. Repairs and Maintenance of Common Elements by the Corporation: All repairs to the common elements shall be made by the corporation. The common elements shall be maintained by the corporation, save and except for any balcony or enclosed patio leading out of any units which exclude portions of common elements which shall be maintained by each owner having the exclusive use thereof.

VII  
DAMAGE

1. Procedure Where Damage Occurs: Where the board has determined whether there has been substantial damage to 25% of the buildings, notice of such determination shall within ten (10) days thereof be given to the owners and mortgagees entered in the register kept for such purpose in accordance with the provisions of By-law No. 1 of the corporation with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair, or termination of the condominium corporation.
2. Plans and Specifications: A complete set of all the original architectural and structural plans and specifications for the buildings, including 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 board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

VII  
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee: The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
  - (a) The receipt by the Insurance Trustee of any proceeds of insurance payable to the corporation, save and except that where the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed ten thousand dollars (\$10,000), the loss should be payable to the corporation and not the Insurance Trustee.
  - (b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration;
  - (c) The disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
  - (d) The notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the corporation may enter into such Agreement with such other Corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

2. In the Event That:

- (a) The corporation is obligated to repair any unit insured under paragraph (1) subclause (b) of Clause IX hereof, in accordance with the provisions of Section 41(6) or Section 42(2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs.
- (b) There is no obligation by the corporation to repair any unit in accordance with the provisions of Section 42(2) of the Act and there is termination in accordance with the provisions of Section 43 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation;
- (c) The board, in accordance with the provisions of Section 42(1) of the Act, determines that there has not been substantial damage to 25 per cent of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Clause VI of this declaration, and Section 41(6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this sub-clause 2 of Clause VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens in favour of the corporation against such unit created by Section 32(4) of the Act provided that such lien is registered within three months after default that gave rise to the lien first occurred.

XX  
INSURANCE

1. By the Corporation: The corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurance in one or more policies;

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring

- i the property, excluding the units;

- ii personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

In an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

- (b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:

- i That loss in excess of \$10,000.00 shall be payable to the Insurance Trustee;

- ii Waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household or guests of any owner or occupant of an unit, except for arson and fraud;

- iii That such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;

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

- v All policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;

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

- (c) Public liability and property damage insurance insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;

- (d) Boiler and machinery insurance to the extent required as the board may from time to time deem advisable.

2. General Provisions:

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause IX, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause (1) of this Clause XI 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 itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
  - (c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
  - (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance to each mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.
  - (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.
3. By the Owner: It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner.
- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishing, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies or insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.
  - (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

X  
INDEMNIFICATION

- (a) Each owner shall indemnify the corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or by any guest of such owner or resident except for any loss, cost, damage or injury insured against by the corporation save and except for wilful damage.

XI  
FIRST MEETING

Within three months after the registration of this declaration, the member shall, on ten (10) days' notice in writing, hold their first meeting for the purpose of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements and the consent of the First Mortgagee holding mortgages on at least 10% of the units, are endorsed thereon.



XIV  
GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry:

- (a) The corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of 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, an agent of the corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements or 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. The corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his 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, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

2. Units, Subject to Declaration, By-laws, Common Elements Rules and Rules and Regulations:

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

- 3. Invalidity: Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such valid provision had never been included herein.
- 4. Waiver: The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other 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.
- 5. Notice: Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given the corporation in the

6. Construction of Declaration: This declaration shall be read with all changes of number and gender required by the context.
7. Headings: The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT TORONTO

and Province of Ontario, this 10th day of July, 1980.

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

DONIGRAH DEVELOPMENT CORPORATION

Per:

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President

SCHEDULE "A"

In the City of North York, in The Municipality of Metropolitan Toronto, Namely:

Part of Block A according to Plan 4544 registered in the Land Registry Office Registry Division of Toronto Boroughs and York South (No. 64) designated as Parts 1,2,3, and 8 on a Plan of Survey of record in the LAND REGISTRY OFFICE - LAND TITLES DIVISION OF TORONTO AND YORK SOUTH (No. 66), AT TORONTO, as 66R-10598.

Subject to an Easement in favour of the Bell Telephone Company of Canada and The Hydro-Electric Commission of the Township of North York to enter on, upon over, under, along and across said Part 8 on Plan 66R-10598, for the purposes set out in Instrument Number 198952, North York, See A-730094.

Subject to an Easement in favour of all those entitled thereto in, over and upon the said Part 2 on Plan 66R-10598, for the purposes set out in Instrument Number 736099, North York. See A-730093.

Together with an Easement in, over and upon Part 6 on Plan 66R-10598, for the purposes set out in Instrument Number 736097, North York. See A-730092.

SCHEDULE "B"

GUARANTY TRUST COMPANY OF CANADA, having a registered Charge within the meaning of clause b of subsection 1 of section 3 of The Condominium Act 1978 registered as Number A829500 in the Land Registry Office for the Land Titles Division of Toronto and York South, hereby consents to the registration of this declaration pursuant to The Condominium Act, 1978 against the land or interests appurtenant to the land described in the description.

DATED at Toronto this 22nd day of July, 1980.

GUARANTY TRUST COMPANY OF CANADA

Per: \_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Manager

Canadian Imperial Bank of Commerce, having registered, mortgage within the meaning of clause b of subsection 1, of section 3 of The Condominium Act 1978 registered as Number A827954 in the Land Registry Office for the Land Titles Division of Toronto and York South hereby consents to the registration of this declaration pursuant to The Condominium Act, 1978 against all the land or interests appurtenant to the land described in the interests appurtenant to the land described in the description.

DATED AT Toronto this 10th day of July 1980.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: \_\_\_\_\_

\_\_\_\_\_

SCHEDULE "C"

Boundaries of each unit being units 1 to 46 inclusive on Level 1.

Each unit shall comprise the area within the heavy lines shown on Part 1 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Part 1 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:

Horizontal: The upper unfinished surfaces of concrete floors in garages, basements, and lower floors.

The lower unfinished surfaces of concrete ceilings in basement below balcony (at first floor).

The lower unfinished surfaces of concrete stairways in basement below front stairs.

The upper surface of unfinished plywood subflooring over recessed entries.

The upper surface of drywall sheeting in top floor ceilings.

The lower inside surface of glass in skylights.

Vertical: The unfinished unit side surface of concrete and concrete masonry walls in the basement.

The unfinished unit side surface of drywall sheeting on exterior and dividing walls above the basement.

The unfinished unit side surface of garage door in fully closed position.

The unfinished unit side surface of doors and the frames of such doors leading out of the unit.

The unfinished unit side surface window frames.

Glass in windows, doors and skylights are to be considered part of the unit.

Notwithstanding the generality of the foregoing, the unit shall not include pipes, wire, cables, ducts, public utility lines and other service facilities which are used for the distribution of power, water, drainage and other services within the building and are within the unit.

Without limiting the generality of the foregoing, in the vicinity of the prefabricated metal fireplaces, the unit shall include the metal firebox, flues and such equipment appurtenant thereto whether or not they be within the unit boundaries as previously set out herein.

But the unit shall include the fixtures, outlets and other facilities with respect to such services which are within the boundaries of the unit and which service the unit only.

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Donald A. Cannon, O.L.S.

SCHEDULE "D"

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 proportion set out below.

LEVEL 1

<u>UNIT NUMBERS</u>	<u>PERCENTAGE OF COST</u>
1	2.17391
2	2.17391
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43	2.17391
44	2.17391
45	2.17391
46	2.17405

FASKIN & CALVIN

Per: \_\_\_\_\_  
Stephen T.P. Risk

# SCHEDULE "F"

1. The owner of each unit shall have the exclusive use subject to the provisions of the Act, the Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto of any balcony to which such residential unit has sole and direct access.
2. The owner of each unit shall have the exclusive use subject to the provisions of the Act, the Declaration and By-laws of the Corporation and the rules and regulations passed pursuant thereto of a front and rear yard designated in the description by being numbered the same as the number of each such unit together with the letters "F" or "R" respectively, as shown on Part 2 of the Description.

## LEVEL 1

<u>UNIT NUMBER</u>	<u>FRONT AND REAR YARD DESIGNATION</u>
1	1F; 1R
2	2R; 2R
3	3F; 3R
4	4F; 4R
5	5F; 5R
6	6F; 6R
7	7F; 7R
8	8F; 8R
9	9F; 9R
10	10F; 10R
11	11F; 11R
12	12F; 12R
13	13F; 13R
14	14F; 14R
15	15F; 15R
16	16F; 16R
17	17F; 17R
18	18F; 18R
19	19F; 19R
20	20F; 20R
21	21F; 21R
22	22F; 22R
23	23F; 23R
24	24F; 24R
25	25F; 25R
26	26F; 26R
27	27F; 27R
28	28F; 28R
29	29F; 29R
30	30F; 30R
31	31F; 31R
32	32F; 32R
33	33F; 33R
34	34F; 34R
35	35F; 35R
36	36F; 36R
37	37F; 37R
38	38F; 38R
39	39F; 39R
40	40F; 40R
41	41F; 41R
42	42F; 42R
43	43F; 43R
44	44F; 44R
45	45F; 45R
46	46F; 46R