The DYNASTY in Richmond Hill

20 - 30 - 40 Harding Blvd. West
Richmond Hill, Ontario, L4C 9M3
TEL: (905) 770-1405 FAX: (905) 770-9604

York Region Condominium Corporation #741

Declaration

Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

D

FOR OFFICE USE ONLY

Number LT 687977 CERTIFICATE OF RECEIPT

YORK REGION No. 65 NEWMARKET

Asst. Deg. Land Registrar

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 32 pages

(3) Property Identifier(s) Block Property Additional See Schedule ☐

(4) Nature of Document

Declaration (Condominium Act, Section 5)

(5) Consideration

Dollars $

(6) Description

Parcel 4-2, Section 65M-2368, being part of Blocks 4, 5, 6 and 7 and part of Mary Dawson Street (as closed by By-Law 386-86), Plan 65M-2368, designated as Parts 1-41 both inclusive on Plan 65R-14216, Town of Richmond Hill, Regional Municipality of York.

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for Declaration

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
HARDING ADDISON PROPERTIES LTD. (Declarant) by it solicitors, Farano, Green	Per: Victoria Stuart Victoria M. F. Stuart	1990	07	25

(11) Address for Service 1100-22 St. Clair Avenue East, Toronto, Ontario, M4T 2Z6

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

30 Harding Blvd.
Richmond Hill, Ontario

(15) Document Prepared by:

FARANO, GREEN
ATTN: VICTORIA M. F. STUART
Suite 1100
22 St. Clair Avenue East
Toronto, Ontario
M4T 2Z6

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Fees and Tax	
Registration Fee	
Total	

DECLARATION

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

HARDING ADDISON PROPERTIES LTD., a corporation incorporated under the laws of the Province of Ontario;

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town of Richmond Hill, in the Regional Municipality of York and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "Lands");

AND WHEREAS the Declarant has constructed two buildings upon the Lands (which buildings are hereinafter referred to as "Phase I") which will contain 173 Dwelling Units being Units 1 to 5 inclusive on Level 1, Units 1 to 16 inclusive on Levels 2 to 10 inclusive, Units 1 to 14 inclusive on Level 11, and Units 1 to 10 inclusive on Level 12 (hereinafter referred to as the "Dwelling Units") together with 199 Parking Units, being Units 1 to 199 inclusive of Level A (hereinafter referred to as the "Parking Units") together with 70 Locker Units being Units 6 to 75 inclusive of Level 1 (hereinafter referred to as the "Locker Units"), 1 recreational Unit being Unit 77 on Level 1 (hereinafter referred to as the "Recreational Unit") together with 1 gatehouse security Unit being Unit 76 on Level 1 (hereinafter referred to as the "Gatehouse Security Unit");

AND WHEREAS the Declarant has retained land adjacent to the Lands which retained land is not part of the Condominium Corporation and on which the Declarant has erected two multiple-storey residential buildings (which two buildings and the lands on which they are located are hereinafter referred to respectively as "Phase II" being Parts 42 to 54 both inclusive on Plan 65R-14216 and "Phase III" being Parts 55-61 both inclusive on Plan 65R-14216), which buildings are also intended to be governed by the Act;

AND WHEREAS it is the intention of the Declarant that the Condominium Corporation created by the registration of this Declaration, and the Declarant enter into a cost sharing agreement with respect to the sharing of certain costs and the provision of necessary mutual easements (hereinafter referred to as "the Reciprocal Agreement");

AND WHEREAS the Declarant intends that the Lands described in Schedule "A" together with the buildings constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I. INTRODUCTORY

(1) Definitions

All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

(2) Statement of Intention

The Declarant intends that the lands and premises described in Schedule "A" and in the description together with all interests appurtenant to the said lands (hereinafter referred to collectively

as the "lands" or the "property") be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers

The consent of all persons having registered mortgages against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments

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

(5) Common Interests and Common Expenses

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the properties of the common interests shall be one hundred percent (100%).

(6) Address for Service and Mailing Address of the Corporation

The Corporation's address for service shall be 2161 Yonge Street, Suite 801, Toronto, Ontario M4S 3A6, or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 2161 Yonge Street, Suite 801, Toronto, Ontario, M4S 3A6, or such other address as the Corporation may by resolution of the board 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 in Schedule "E" attached hereto.

(2) 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, including the owners providing a managing agent with a pre-authorized payment plan. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any of the 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.

(3) Non-Payment of Common Expenses by an Owner of a Dwelling Unit and a Parking Unit and/or a Locker Unit

Where a claim for and notice of lien is filed in the Unit registers, the owner, any mortgagee of the Units, or any person claiming through either of them shall not be entitled to a discharge of lien in the Unit registers, unless and until the outstanding contributions toward common expenses (including interest and collection costs) have been paid to the Corporation in respect of all outstanding contributions with respect to the said owner's Dwelling Unit, Parking Units and Locker Units.

III. COMMON ELEMENTS

(1) Use of Common Elements

(a) Subject to the provisions of the Act, the Declaration, the By-laws, and the Rules, each owner may make reasonable use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided. However, no condition shall be permitted to exist, and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment of other Unit owners, of the common elements and the other Units, or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or otherwise in existence with respect to the property;

(b) The owners of certain Dwelling Units shall have the exclusive use of those portions of the exclusive use common elements as set out in Schedule F subject to compliance with the Act, this Declaration, the By-laws and the Rules, and subject further to the Corporation's right of access to the exclusive use common elements at all reasonable times to perform repairs, additions, alterations or improvements;

(c) No owner shall make any change or alteration to an installation upon the common elements including the exclusive use common elements, or maintain, decorate, alter or repair any part of the common elements, save as allowed hereunder without obtaining the written approval of the Corporation in accordance with the Act.

(d) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or By-laws of the Corporation to the contrary, the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's on-going marketing and/or sales program in respect of the Corporation at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant shall also be entitled to maintain model suites in Units in the buildings in Phase I until it has completed its sales programme for the Condominium Corporation and for Phases II and III;

(e) For greater certainty, but subject to the Declarant's temporary rights of use as herein set out, only the owners of Dwelling Units in this Corporation, together with their respective tenants, their household, and their invitees, shall have the use and enjoyment of the common elements used for recreational purposes during their opening hours as determined in accordance with this Declaration, the By-laws, and the Rules passed pursuant to the Act.

(2) Restrictive Access

Without the consent in writing of the board or ~~or~~ its agent, no owner shall have any right of access to those parts of the common elements used from time to time as superintendent's suites, utilities areas, building maintenance and storage areas, operating machinery or any other parts of the common elements used for the care, maintenance or operation of the property.

(3) Additions, Alterations and Improvements

(a) For the purposes of subsection (1) of Section 38 of the Act, 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;

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge, or erection of any kind whatsoever shall be performed, done erected or planted within or in relation to the common elements except by the Corporation or with its prior written consent or as permitted by the By-laws or Rules.

(4) Pets

No animal, livestock, fowl, or pets, shall be kept upon the common elements including the exclusive use common elements. When on the common elements, including the exclusive use common elements, all pets must be under leash or caged.

(5) Use by a Non-Resident

Notwithstanding any other provision, any owner of a Parking Unit or a Locker Unit or any person using any such Unit who is not the Declarant, the Corporation or the owner of a Dwelling Unit, or his tenant or other permitted occupant of a Dwelling Unit, shall be restricted to use and enjoyment of only those parts of the common elements consisting of the underground level common elements, vehicle ramps and pedestrian staircases leading to the street level and such other common elements as are necessary to gain access to and egress from such Parking Unit or Locker Unit.

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 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 buildings, Phases II and III, and all improvements thereto, maintaining unsold Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs in or upon any unsold Units or any portion of the common elements in the Declarant's absolute discretion, and the Declarant, its sales staff and their respective invitees and agents shall be entitled to use the common elements for access to and egress from the buildings, including the model suites contained in the buildings and to show the common elements to prospective purchasers, until it has completed its sales programme for the buildings and for Phases II and III;

(b) Each Parking Unit - shall be used and occupied only for the parking of one (1) motor vehicle unless otherwise provided for in the Rules of the Corporation, and without restricting any definition of motor vehicle as may be imposed by the board of directors, "motor vehicle" shall be deemed to include a private passenger automobile and such vehicles customarily used for personal use which are capable of obtaining easy entry to Level A. 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 cleaning of the Parking Units, and this shall be a common expense. No Parking Unit shall be transferred, licensed or leased other than to a member of the Corporation, or to a member of the condominium corporations which may be registered with respect to Phases II and III except as otherwise provided herein. For the purposes hereof "member" shall mean an owner or

tenant of a Dwelling Unit who continues to reside in a Dwelling Unit;

(c) The Gatehouse Security Unit shall be occupied and used only by the security service and/or the security retained by or on behalf of the Corporation, for the purpose of controlling access to and egress from the Lands, the Phase II lands and the Phase III lands. The use of the Gatehouse Security Unit shall be subject to the Rules of the Corporation and to the provisions of the Reciprocal Agreement. The Gatehouse Security Unit shall be attended during those hours as determined by or on behalf of the Corporation;

(d) The Recreational Unit shall be occupied and used only for recreational purposes. Only owner occupants of a Dwelling Unit, their tenants and their household and invited guests shall be entitled to the use and enjoyment of the Recreational Unit;

(e) No Unit owner or occupant shall install, or cause or permit to be installed an enclosure of any kind upon or within a Parking Unit, nor shall any Unit owner or occupant enclose or cause or permit to be enclosed, any Parking Unit or part thereof in any manner whatsoever, unless supplied in that manner by the Declarant for the aforenoted Parking Units or unless expressly approved by the Board of Directors of the Corporation;

(f) Each Locker Unit shall be used and occupied solely for the purpose of storage of non-hazardous materials. The Board may from time to time restrict the category of items that may be stored or used in the Locker Units;

(g) Any of the Parking Units or Locker Units not being leased to or otherwise enjoyed by the Corporation or the owners or permitted tenants of a Dwelling Unit may be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:

i) any such sale, transfer or other conveyance is made only to the Corporation, or to any owner of a Dwelling Unit and all sales, transfers, or other conveyance of any Parking Units or Locker Units owned by a Dwelling Unit owner must be transferred together with any transfer of the Dwelling Unit to the same transferee; and provided that any such lease is made only to the Corporation, or to any owner or permitted tenant of a Dwelling Unit;

ii) the term of any lease of any Parking Unit or Locker Unit to a tenant of a Dwelling Unit shall not extend beyond the term of the tenancy of such Dwelling Unit granted to such tenant; and

iii) every lease in respect of any Parking Unit or Locker Unit shall provide that where the lessee thereof is an owner of a Dwelling Unit in this Corporation and such person is deprived of ownership of his Dwelling Unit through any legal action by any party holding a registered mortgage, execution, lien or other encumbrance against such Dwelling Unit or such Dwelling Unit is sold, transferred or otherwise conveyed, such lease shall be deemed to be in default, and shall automatically terminate and the Parking Unit or Locker Unit which is subject to such lease shall revert to the lessor of such Parking Unit or Locker Unit, as the case

may be. It shall also provide that where the lessee of a Parking Unit or Locker Unit is also an owner of a Dwelling Unit upon a sale, transfer or conveyance of such owner's Dwelling Unit, the lease must be assigned to the new owner of such Dwelling Unit or else revert to the lessor of such Parking Unit or Locker Unit as the case may be. This provision shall not be construed so as to require the lessor to accept any assignment;

(h) No Unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;

(i) The owner of each Unit shall comply with and shall require all residents and visitors to his Unit to comply with the Act, the Declaration, the By-laws and the Rules;

(j) No boundary wall, load-bearing partition wall, floor, door, window, toilet, bathtub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation with the exception of electric light fixtures contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within the boundaries of the Unit as set out in this Declaration;

(k) No animal, livestock or fowl, other than one pet, shall be kept or allowed in any Unit. No pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any Unit. Such owner shall, within two weeks of receipt of a written notice from the board or the manager requesting removal of such pet, permanently remove such pet from the property. Breeding of animals shall not be carried on, in or around any Unit;

(l) Ownership of the Recreational Unit and the Gatehouse Security Unit shall be shared by the Corporation and the owners of the Phase II Lands and the Phase III Lands with each owner owning an undivided one-third (1/3) interest as tenants in common;

(m) The actual transfer of ownership of each of the said Units noted in 1(l) herein, by the Declarant to the Corporation and to the owners of the Phase II Lands and the Phase III Lands in accordance with their respective interests shall occur as each of the condominium corporations is registered by the Declarant with respect to the said Phase I Lands, Phase II Lands and Phase III Lands;

(n) Once ownership of the said Units has been transferred to the said condominium corporations by the Declarant as aforesaid, any further sale, including sale, transfer or other conveyance of the beneficial ownership or interest in the said units by any of the condominium corporations,

shall require, in addition to any other approvals which may be required pursuant to the provisions of the Act, or the Declarations of the condominium corporations, the prior approval of sixty-seven (67%) percent of the Owners of each of the condominium corporations who are present at a meeting duly called for the purpose of obtaining such approval;

(o) The Corporation will bear a proportionate share of the costs of operating, maintaining, repairing and reconstructing, if necessary, the said units which proportionate share will be in the proportions that the number of dwelling units in each of the condominium corporations bears to the total number of registered dwelling units in each of the three condominium corporations.

V. DUTIES OF THE CORPORATION

It shall be the duty of the Corporation to enter into and comply with the Reciprocal Agreement, which will be an agreement or, possibly, agreements and between the Corporation and the Declarant as the owner of the Phase II and III lands providing for, inter alia, the following:

(a) the construction of Phase II and Phase III and the creation of condominium corporations with respect to Phases II and III; all easements necessary for the construction of Phases II and III and for the integrated use, operation, maintenance, repair and, reconstruction, if necessary, of those facilities and areas to be used in common by more than one of the phases of the development;

(b) dealing with certain aspects of interdependency of the various phases of the development and without limiting the generality of the foregoing, such agreement will provide for;

(i) use of a common property management firm for the management of the proposed Phase II and III condominium corporations;

(ii) the shared use of the landscaped areas, parking facilities, access routes and ramps, drive ways and walkways, security gatehouse and certain outdoor recreational amenities;

(iii) the placement of property insurance on all phases by one or more common insurers, sharing the cost of insurance and the use of a common insurance trustee to receive and disburse insurance proceeds;

(iv) easements, rights of way and licences for utilities and shared facilities or services;

(v) the method of allocation and sharing between the Phase I, II and III condominium corporations of the costs of the operation, maintenance, repair and reconstruction, if necessary, of those shared areas, facilities and services listed above;

(vi) prohibition of the transfer, encumbering or other disposition of the Recreational Unit or the Gatehouse Security Unit in Phase I without the written consent of all parties to such agreement;

(c) providing that if any party defaults in its performance of its obligations under the Reciprocal Agreement, then

the party or parties affected by such default may take steps to cure the default, including the performance of any repair or replacement work, and will be entitled to reimbursement of all costs incurred in connection therewith and that if any party fails to make a payment under the Reciprocal Agreement, the other parties affected shall have a lien on the interest of the defaulting party;

(d) dealing with the interdependency of all phases of the development attributable to the fact that all phases are regulated by the same zoning by law, of the Town of Richmond Hill, and the same subdivision, development and site plan agreement and to ensure continued compliance by all phases of the development with the said zoning by-law, subdivision, development and site plan agreements.

VI. MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his Unit (including any Parking Unit or Locker Unit), and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his Dwelling Unit after damage, all at his own expense. Notwithstanding the aforesaid, each owner shall not be responsible to repair that portion of the Dwelling Unit that consists of a concrete partition wall, concrete floor slab or concrete ceiling slab, provided that the necessity for such repair is not caused by the negligence or intentional misconduct of the owner, his family, tenants, invitees or licencees. In addition, each owner shall:

(a) maintain the interior surface of doors which provide the means of ingress and egress from a Unit and the interior surfaces of windows and skylights, if any;

(b) maintain and repair such part or parts of the heating, air-conditioning and ventilating equipment which is for the sole benefit of his Unit;

(c) maintain and repair the hot and cold water service piping between the shut-off valve in the common elements and the Unit boundary.

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 maintain and repair his Unit, save and except for any such damages to the common elements and other Units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

Each owner shall also maintain any exclusive use common elements appurtenant to his Unit and notwithstanding that they may be part of the common elements, exterior surfaces of windows where access thereto is available from an exclusive use common element appurtenant to the Unit of such owner.

The Corporation shall make any repairs that an owner is obliged to make and that he does not 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 eighteen percent (18%) per annum provided that the Board of Directors of the Corporation shall have the power and authority to vary the rate of interest so charged. 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.

For the purpose of the duties to repair and maintain, the definition of Dwelling Unit 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 this Declaration.

(2) Repairs and Maintenance of Common Elements by the Corporation

The Corporation shall maintain the common elements except the exclusive use common elements to the extent that maintenance of the exclusive use common elements is the duty of the owner, and shall repair the Parking Units, the Locker Units and the common elements, including the exclusive use common elements. The Corporation shall repair, at its own expense, those portions of the Units consisting of a concrete block partition wall, concrete floor slab or concrete ceiling slab, provided that the necessity for such repair is not caused by the negligence or intentional misconduct of the owner, his family, tenants, invitees or licencees.

Every owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or by his residents, tenants, invitees or licencees of his Unit, or members of their family.

VII. DAMAGE

(1) Procedure Where Damage Occurs

Where the board, pursuant to Section 42 of the Act, has determined that there has been substantial damage to 25% of the building, a meeting of the owners shall be called for the purpose of voting for termination.

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 within thirty (30) days of such damage occurring, notice that substantial damage has occurred to the property and whether such damage is to twenty-five per cent (25%) of the building or less, along with notice of the meeting to be held to determine whether or not to repair such damage.

(2) Plans and Specifications

A complete set of all the plans and specifications given to the board by the Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements, or to any Unit with the prior consent in writing of the 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 buildings, and for the use of any owner.

VIII. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) Insurance Trustee

The Corporation shall enter into, and at all times maintain 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, where such proceeds exceed TWENTY THOUSAND ($20,000.00) DOLLARS;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and the Reciprocal Agreement;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;

(d) 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 the 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 twelfth month in which such 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 and will be maintained in accordance with any relevant provisions contained in any agreement entered into by the Corporation and the Declarant providing for, inter alia, cost-sharing formulae, referred to herein as the Reciprocal Agreement.

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) <u>Repair After Damage</u>

In the event that:

(a) the Corporation is obligated to repair any Unit insured in accordance with the provisions 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 the Act and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees registered on title and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

(c) the board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage to 25% of the building; or

(ii) there has been substantial damage of the building and within sixty (60) days thereafter the owners who own 80% of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and owners whose Units have been damaged and shall disburse same 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 the Declaration and the Act.

IX. INSURANCE

(1) 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 or arising in respect of the Unit owner's interests in the Units and common elements, and in respect of the Unit owner's 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 such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against, as advised is prudent by the Corporation's insurance advisors or managing agent. Any loss deductible clause shall require the prior approval of 1st mortgagees holding mortgages on at least 10% of the Units;

(b) Every policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee

endorsements, which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement, and shall contain the following provisions:

(i) 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 or loss does not exceed TWENTY THOUSAND DOLLARS ($20,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee subject to the provisions of the Insurance Trust Agreement;

(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 a Unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

(iii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty days prior written notice to the Corporation, the Insurance Trustee, to any first mortgagee who has charges on more than ten (10%) per cent of the Units and all other parties whose interests appear thereon;

(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 insurance;

(v) provisions that the same shall be primary insurance in respect of any other insurance carried by the Unit owners;

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

(c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than $2,000,000.00, and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a Unit;

(d) Insurance against the Corporation's liability arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the board may from time to time deem advisable;

(e) Insurance together with the Declarant as owner of Phases II and III in respect of the shared facilities pursuant to the Reciprocal Agreement.

(2) <u>General Provisions</u>

(a) Prior to obtaining any policy or policies of insurance under paragraph (1)(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the

board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the Units, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense;

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

(c) The mortgagee in every mortgage registered against the security of any Unit shall be deemed to have waived 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. Renewal certificates or certificates of new insurance policies shall be furnished to each owner 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 morgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation that he has become an owner or mortgagee;

(e) No insured, other than the Corporation and the Corporation only, with the consent of first mortgagees holding mortgages on at least 10% of the Units, 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 and the Act.

(3) <u>Indemnity Insurance</u>

The Corporation shall, no earlier than the date of the turnover meeting held pursuant to Section 26 of the Act, 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 (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against the liabilities incurred as a result of a contravention of Section 24(1) of the Act.

(4) 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 or betterments made or acquired by the owner with respect to his Unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and malicious mischief;

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

(c) Insurance covering additional living or business interruption expenses incurred by an owner if forced to leave his 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.

(5) 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 owners, or any resident, tenant, invitee, licencee or employee 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. Each owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any rules or regulations in force from time to time by any owner, his family, his employees, guests or occupants of his Unit. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and are recoverable as such.

X. RECIPROCAL AGREEMENT

The Corporation and the Declarant or its successors, assigns or transferees with respect to the ownership of the Phase II and III lands shall each enter into and comply with the terms of any Reciprocal Agreement, as amended from time to time and as from time to time in effect, and shall further take all necessary steps to ensure and enforce the compliance of all owners, occupants, tenants, visitors, licencees of any Unit or of the Phase II and III lands with the terms of any such agreement.

XI. LEASING OF UNITS

(1) **Notification of Lease**

(a) Where the owner of any Unit leases his Unit, the owner shall notify the Corporation that the Unit is leased and shall provide to the Corporation the lessee's name and the owner's address;

(b) In addition, no owner shall lease his Unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I/We.....(name of Tenants) acknowledge and agree that I/we, 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 By-laws, and all Rules of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I/we were a Unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act, or the Declaration."

(2) **Tenant's Liability**

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

(3) **Owner's Liability**

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

(a) In case of any emergency, an agent of the Corporation may enter a Unit or any part of the exclusive use common elements 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 anyone authorized by it may determine whether an emergency exists;

(b) 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;

(c) 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 as specifically provided in this Declaration or the by-laws;

(d) The Corporation shall retain a key to all locks to each Unit. No owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit without immediately providing to the Corporation a key for each new or changed lock.

XII. GENERAL MATTERS AND ADMINISTRATION

(1) **Rights of Entry**

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 times and upon giving reasonable notice for the purpose 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, carrying out any duty imposed upon the Corporation, or carrying out any maintenance or repairs to any part of the common elements, including reasonable access to the mechanical rooms.

(2) **Units, Subject to Declaration, By-Laws and Rules**

All present and future owners, tenants and residents of Units, their household, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the By-laws, and any Rules 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 Rules, as they may be amended from time to time are accepted and ratified by such owner, tenant or resident, and all of such provisions 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 invalid 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 Rules 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 abrogate or waive any such provisions.

(5) **Notice**

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

(a) to an owner, at the address for service given by the owner to the Corporation, or if no such address has been given to the Corporation, then to such owner at his Unit, by delivery or by prepaid ordinary mail;

(b) to a mortgagee who has notified the Corporation of his interest in any Dwelling Unit, at the address for service given by such mortgagee to the Corporation, by delivery, or by prepaid ordinary mail;

(c) to the Corporation, by delivery to any director or officer of the Corporation or by prepaid ordinary mail, addressed to the Corporation at its address for service as hereinbefore set out.

Notices given by mail as aforesaid shall be deemed to have been given on the third day following such mailing. Any owner or mortgagee may change his address for service by giving notice to the Corporation in the manner as aforesaid.

(6) Compliance with Reciprocal Agreements

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

(7) Construction of Declaration

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

(8) Headings

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

DATED at Toronto this 24th day of July 1990.

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

HARDING ADDISON PROPERTIES LTD.

Per: _____ Samuel Bojman
Secretary-Treasurer

Per: _____ Irving Naiberg
Vice-President

SCHEDULE "A"

In the Town of Richmond Hill, in the Regional Municipality of York, being composed of part of Parcel 4-2, Section 65M-2368, being part of Blocks, 4, 5, 6 and 7 and part of Mary Dawson Street (as closed by By-Law 386-86) Plan 65M-2368, designated as Parts 1 to 41 both inclusive (hereinafter described as the Phase I Lands) on Plan 65R-14216 deposited in the Land Registry Office of the Land Titles Division of York Region (No. 65) at Newmarket.

Together with an easement, right-of-way and right in nature of an easement in, on, over or upon those parts of said Blocks 7 and 8, Plan 65M-2368 designated as Part 60 on Plan 65R-14216 for the purpose of enjoying the tennis court constructed thereon and to provide access and entry by any servicemen, contractors, repairmen and other agents and employees of the owners of the Phase I Lands or their servants, agents or invitees, to allow the repair, replacement, operation of or inspection of the tennis court situated on said Part 60.

Together with an easement, right-of-way and right in the nature of an easement in, on, over or upon that part of said Block 7 designated as Part 59 on Plan 65R-14216 for the purpose of pedestrian access to the tennis court situated on Part 60 Plan 65R-14216 by or for the benefit of the owners of the Phase I Lands or their servants, agents or invitees.

Together with an easement, right-of-way and right in the nature of an easement in, on, over or upon those portions of said Blocks 4, 5 and 6 and part of Mary Dawson Street, designated as Parts 45, 46, 47, 54 and 55 on said Plan 65R-14216 for the purpose of vehicular and pedestrian ingress and egress by and for the benefit of the owners of the Phase I Lands or their servants, agents or invitees.

Together with an easement and right in nature of an easement in, on, over or upon those portions of said Blocks 6 and 7 and Mary Dawson Street designated as Part 53 on said Plan 65R-14216 to provide access and entry by any servicemen, contractors, mechanics, repairmen and other agents and employees of the owners of the Phase I Lands or their servants, agents or invitees to allow the servicing, repair, replacement, operation of or inspection of the recreation centre constructed on the Phase I Lands.

Together with a right-of-way or right in the nature of an easement in, over, along, upon and through all structural members, columns, footings, foundations, floor slabs and load bearing walls constructed within those parts of Blocks 4, 5, 6, 7 and 8 and part of Mary Dawson Street, Plan 65M-2368 designated as Parts 55, 56, 57, 58, 59, 60 and 61 on Plan 65R-14216 (hereinafter described as the Phase III Lands) and Parts 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 on Plan 65R-14216 (hereinafter described as the Phase II Lands) which are necessary for the support of the building constructed upon the Phase I Lands.

Together with a right-of-way or right in the nature of an easement in, over, along and through the Phase II Lands and the Phase III Lands for the access of persons, materials and equipment for the purposes of maintaining, repairing, installing and operating any service or utility including all mechanical and electrical installations, water mains, gas mains, electrical cables and conduits, sanitary and storm sewers, cable television and telephone cables, fire alarms, and sump pumps, all of which are necessary to the operation of the building constructed on the Phase I Lands.

Together with a right-of-way or right in the nature of an easement in, over, along and through the Phase II Lands and the Phase III Lands for access of persons, materials, vehicles and equipment necessary for the purposes of maintaining, reconstructing and repairing the building constructed on the Phase I Lands.

Reserving a right-of-way or right in the nature of an easement in, on, over or upon those portions of Blocks 4, 5, 6 ~~and 7~~ and part of Mary Dawson Street on Plan 65M-2368 designated as Parts 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 32 and 33 on said Plan 65R-14216 for the purpose of vehicular and pedestrian ingress and egress by or for the benefit of the owners of the Phase II Lands or any of their servants, agents, or invitees.

Reserving a right-of-way or right in the nature of an easement in, on, over or upon those portions of Blocks 4, 5, 6 ~~and 7~~ and part of Mary Dawson Street on Plan 65M-2368 designated as Parts 20, 31, 33, 34, 35, 36, 37 and 38 on said Plan 65R-14216 for the purpose of access of persons, materials, vehicles and equipment for the purpose of maintaining, repairing, installing and operating sanitary and storm sewers under and upon the said lands by and for the benefit of the owners of the Phase II Lands and the Phase III Lands or any of their servants, agents or invitees.

Reserving a right-of-way or right in nature of an easement in, on, over or upon that portion of Blocks 4 and 5 on Plan 65M-2368 designated as Parts 17, 18, 19, 20, 21, 32, 33 and 41 on said Plan 65R-14216 for the purpose of vehicular and pedestrian ingress and egress by or for the benefit of the owners of Phase III Lands or any of their servants, agents, or invitees.

Reserving a right-of-way or right in nature of an easement in favour of the owners, their successors and assigns of the Phase III Lands and the Phase II Lands which are as follows:

a) in, over, and upon the common elements on Levels 1 and A of this Condominium for access of persons, materials, vehicles and equipment for the purposes of maintaining, repairing, installing and operating any service or utility including all mechanical and electrical installations, water mains, gas mains, electrical wires, cables and conduits, sanitary and storm sewers, cable television and telephone cables, fire alarms and sump pumps, all of which are necessary to the operation of the buildings constructed on the Phase III Lands and the Phase II Lands;

b) in, over, and upon the common elements of Levels 1 and A of this Condominium for access of persons, materials, vehicles and equipment necessary for the purposes of maintaining, reconstructing and repairing the buildings constructed on the Phase III Lands and the Phase II Lands;

c) for support in and through all structural members, columns, footings, foundations, floor slabs and load bearing walls constructed within the common elements on Levels 1 and A of this Condominium all of which are necessary for the support of the buildings constructed on the Phase III Lands and the Phase II Lands.

Subject to an easement or right in the nature of an easement in, on, over or upon those portions of Block~~s~~ 4, ~~5, 6 and 7~~ and part of Mary Dawson Street on Plan 65M-2368 designated as Parts 15, 18, 23, 25, 26, 27, 28, 29, 30, 31, 38, 39 and 40 on Plan 65R-14216 in favour of Richmond Hill Hydro-Electric Commission for the purpose of constructing, operating, and maintaining hydro transmission lines and all related or appurtenant equipment as described in Instrument No. LT670308.

Subject to an easement or right in nature of an easement in, on, over or upon those portions of Blocks 4, 5, 6 and 7 and part of Mary Dawson Street on Plan 65M-2368 designated as Parts 1 to 41 both inclusive on Plan 65R-14216 in favour of Classic Communications Ltd. for the purpose of constructing, operating and repairing cables for cable television services as described in Instrument No. LT666957.

SCHEDULE "B"

CONSENT OF MORTGAGEE

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

The Toronto-Dominion Bank, having a registered mortgage within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act, registered as Number LT 435333 in the Land Registry Office for York Region (No. 65), hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the lands and interests appurtenant to the lands described in the description.

Dated at Toronto, this 28TH day of June, 1990.

by: THE TORONTO-DOMINION BANK

APPROVED
A. MARTONE

Per:
Vice-President - A. Denmark
I have the authority to bind the corporation.

SCHEDULE "B"

CONSENT OF MORTGAGEE

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

Don Head Village Limited, having a registered mortgage within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act, registered as Number LT 363884 in the Land Registry Office for York Region (No. 65), hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the lands and interests appurtenant to the lands described in the description.

Dated at Toronto, this 23rd day of July, 1990.

by: Don Head Village Limited

Per: _____
Paul Minz - Vice-President
I have the authority to bind the Corporation

SCHEDULE "C"

BOUNDARY OF UNITS

Each unit shall comprise the area within the heavy lines shown on Sheets 1, 2 and 3, Part 1 and Sheets 1 to 6, both inclusive, Part 2 of the Description filed concurrently herewith, with respect to the unit number indicated thereon. The monuments controlling the extent and location of the units are the physical surfaces mentioned in the unit boundaries below.

Without limiting the generality of the foregoing, the unit boundaries are:

RESIDENTIAL UNITS

Being Units 1 to 5, both inclusive, of Level 1, Units 1 to 16, both inclusive, on Levels 2 to 10, both inclusive, Units 1 to 14, both inclusive, on Level 11 and Units 1 to 10, both inclusive, on Level 12.

VERTICAL BOUNDARIES ARE:

(1) The backside surface of the drywall on exterior walls and walls separating one unit from another and from corridors, staircases and mechanical equipment spaces;

(2) In the vicinity of the exterior doors and windows, the unfinished unitside surfaces of exterior door frames and doors, window frames and windows and the interior surfaces of all glass panels located therein.

HORIZONTAL BOUNDARIES ARE:

(1) The unfinished upper surface of concrete floor slab;

(2) The lower surface of the concrete ceiling slab in Units 1 to 16, both inclusive on Levels 2 to 10, both inclusive, and Units 1 to 14 on Level 11;

(3) The unfinished lower or unitside surfaces of the suspended ceiling drywall in Units 1 to 5, both inclusive, for Level 1 and Units 1 to 10, both inclusive, for Level 12;

(4) The unitside surfaces of the window sills in Units 1 to 9, both inclusive, on Level 2, Units 1 to 7, both inclusive, Units 10 to 16, both inclusive, on Level 3, and Units 10 to 16, both inclusive, on Level 4.

Notwithstanding the foregoing, all of the units for every level shall not include:

(a) Any loadbearing columns or structural members or any loadbearing partitions contained within any unit as shown on Sheets 1 and 4 of Part 1 and on Sheets 1 to 5, both inclusive, of Part 2 of the Description;

(b) Such pipes, wires, cables, conduits, shafts, public utility lines and other horizontal or vertical service facilities which are within the boundaries of any unit and provide services of utilities to more than one unit and all enclosures and spaces reserved for the use of the aforementioned items and shown on Sheets 1 and 4 of Part 1 and on Sheets 1 to 5, both inclusive, of Part 2 of the Description filed concurrently herewith;

(c) In the vicinity of those columns and spaces the unit boundary is the backside face of the drywall.

COMMERCIAL UNIT

Being Unit 77 on Level 1.

THE BOUNDARIES ARE:

(1) The vertical planes controlled by the faces of concrete or masonry columns and walls and the projections thereof;

(2) The vertical planes controlled by bearings and distances as shown on Sheets 1 to 4, both inclusive, Part 1 of the Description;

(3) The unfinished surface of the drywall and the projections thereof;

(4) In the vicinity of the deck the vertical planes controlled by the finished wooden wall and the projections thereof;

(5) The upper surface of the concrete floor slab and the projections thereof;

(6) The lower surface and plane of the concrete slab and the projections thereof;

(7) The horizontal planes controlled by distances shown on Section B, Sheet 3, Part 1 of the Description, measured perpendicularly from the upper face of the concrete floor slab and the projections thereof;

(8) The horizontal planes controlled by the upper surface of the metal flashing on the parapet.

All as shown on Sheets 1 to 4, both inclusive, Part 1, of the Description.

COMMERCIAL UNIT

Being Unit 76 on Level 1.

THE BOUNDARIES ARE:

(1) The vertical planes controlled by the face of concrete parapet or curb and the projections thereof;

(2) The vertical planes controlled by the metal fascia and projections thereof;

(3) The horizontal planes controlled by distances shown on Section E, Sheet 1, Part 1 of the Description, measured perpendicularly from the upper face of the concrete slab and the projections thereof.

All as shown on Sheet 1, Part 1, of the Description.

PARKING UNITS

Being Units 1 to 199, both inclusive, on Level A.

VERTICAL BOUNDARIES ARE:

(1) The unfinished unitside surface and plane of concrete or concrete block walls or concrete columns;

(2) The vertical planes between horizontal boundaries set out as follows:

(a) The vertical planes controlled by the faces of the aforementioned walls and columns and the production thereof;

(b) The vertical planes controlled by joining the centre lines of said columns and by measurement;

(c) The vertical planes established and determined by measurements from the above mentioned monuments (i.e. concrete walls and columns).

HORIZONTAL BOUNDARIES ARE:

(1) The upper surface of the concrete floor slab;

(2) A plane parallel to the concrete floor slab measured 1.90 metres above therefrom and perpendicularly thereto.

All as shown on Sheet 6, Part 2 of the Description filed concurrently herewith.

LOCKER UNITS

Being Units 6 to 75, both inclusive, on Level 1.

VERTICAL BOUNDARIES ARE:

(1) The unfinished unitside surface and plane of concrete or concrete block walls or drywall partition walls;

(2) The vertical plane controlled by the centre line of the wire mesh partitions and doors.

HORIZONTAL BOUNDARIES ARE:

(1) The upper surface of the concrete floor slab;

(2) The plane controlled by the centre line of the wire mesh ceiling.

All as shown on Sheet 4, Part 1 of the Description filed concurrently herewith.

Notwithstanding the foregoing, all of the units on every level shall not include:

(a) Any loadbearing columns or structural members or any loadbearing partitions contained within any unit and as shown on Sheets 1 to 3, both inclusive, of Part 1 and Sheets 1 to 6, both inclusive, of Part 2 of the Description;

(b) Such pipes, wires, cables, conduits, shafts, public utility lines and other horizontal or vertical service facilities which are within the boundaries of any unit and provide services of utilities to more than one unit and all enclosures and spaces reserved for the use of the aforementioned items and shown on Sheets 2 and 3 of Part 2 of the Description filed concurrently herewith.

Dated: April 11, 1990

H.J. REINTHALER
ONTARIO LAND SURVEYOR

SCHEDULE "D"

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

Unit No.	Level No.	Percentage of Common Interest And Percentage Contribution To the Common Expenses
1	1	0.5740
2	1	0.4574
3	1	0.5859
4	1	0.6163
5	1	0.5740
6	1	0.0100
7	1	0.0100
8	1	0.0100
9	1	0.0100
10	1	0.0100
11	1	0.0100
12	1	0.0100
13	1	0.0100
14	1	0.0100
15	1	0.0100
16	1	0.0100
17	1	0.0100
18	1	0.0100
19	1	0.0100
20	1	0.0100
21	1	0.0100
22	1	0.0100
23	1	0.0100
24	1	0.0100
25	1	0.0100
26	1	0.0100
27	1	0.0100
28	1	0.0100
29	1	0.0100
30	1	0.0100
31	1	0.0100
32	1	0.0100
33	1	0.0100
34	1	0.0100
35	1	0.0100
36	1	0.0100
37	1	0.0100
38	1	0.0100
39	1	0.0100
40	1	0.0100
41	1	0.0100
42	1	0.0100
43	1	0.0100
44	1	0.0100
45	1	0.0100
46	1	0.0100
47	1	0.0100
48	1	0.0100
49	1	0.0100
50	1	0.0100
51	1	0.0100
52	1	0.0100
53	1	0.0100
54	1	0.0100
55	1	0.0100

Unit No.	Level No.	Percentage of Common Interest And Percentage Contribution To the Common Expenses
56	1	0.0100
57	1	0.0100
58	1	0.0100
59	1	0.0100
60	1	0.0100
61	1	0.0100
62	1	0.0100
63	1	0.0100
64	1	0.0100
65	1	0.0100
66	1	0.0100
67	1	0.0100
68	1	0.0100
69	1	0.0100
70	1	0.0100
71	1	0.0100
72	1	0.0100
73	1	0.0100
74	1	0.0100
75	1	0.0100
76	1	0.0008
1	2	0.5749
2	2	0.5749
3	2	0.4583
4	2	0.5868
5	2	0.6172
6	2	0.5185
7	2	0.5749
8	2	0.4391
9	2	0.4391
10	2	0.5749
11	2	0.5185
12	2	0.5749
13	2	0.5749
14	2	0.4583
15	2	0.5749
16	2	0.5749
1	3	0.5749
2	3	0.5749
3	3	0.4583
4	3	0.5868
5	3	0.6172
6	3	0.5185
7	3	0.5749
8	3	0.4391
9	3	0.4391
10	3	0.5749
11	3	0.5185
12	3	0.5749
13	3	0.5749
14	3	0.4583
15	3	0.5749
16	3	0.5749
1	4	0.5749
2	4	0.5749
3	4	0.4583
4	4	0.5868
5	4	0.6172
6	4	0.5185
7	4	0.5749
8	4	0.4391
9	4	0.4391
10	4	0.5749
11	4	0.5185

Unit No.	Level No.	Percentage of Common Interest And Percentage Contribution To the Common Expenses
12	4	0.6172
13	4	0.5868
14	4	0.4583
15	4	0.5749
16	4	0.5749
1	5	0.5749
2	5	0.5749
3	5	0.4583
4	5	0.5868
5	5	0.6172
6	5	0.5185
7	5	0.5749
8	5	0.4391
9	5	0.4391
10	5	0.5749
11	5	0.5185
12	5	0.6172
13	5	0.5868
14	5	0.4583
15	5	0.5749
16	5	0.5749
1	6	0.5749
2	6	0.5749
3	6	0.4583
4	6	0.5868
5	6	0.6172
6	6	0.5185
7	6	0.5749
8	6	0.4391
9	6	0.4391
10	6	0.5749
11	6	0.5185
12	6	0.6172
13	6	0.5868
14	6	0.4583
15	6	0.5749
16	6	0.5749
1	7	0.5749
2	7	0.5749
3	7	0.4583
4	7	0.5868
5	7	0.6172
6	7	0.5185
7	7	0.5749
8	7	0.4391
9	7	0.4391
10	7	0.5749
11	7	0.5185
12	7	0.6172
13	7	0.5868
14	7	0.4583
15	7	0.5749
16	7	0.5749
1	8	0.5749
2	8	0.5749
3	8	0.4583
4	8	0.5868
5	8	0.6172
6	8	0.5185
7	8	0.5749
8	8	0.4391
9	8	0.4391
10	8	0.5749

Unit No.	Level No.	Percentage of Common Interest And Percentage Contribution To the Common Expenses
11	8	0.5185
12	8	0.6172
13	8	0.5868
14	8	0.4583
15	8	0.5749
16	8	0.5749
1	9	0.5749
2	9	0.5749
3	9	0.4583
4	9	0.5868
5	9	0.6172
6	9	0.5185
7	9	0.5749
8	9	0.4391
9	9	0.4391
10	9	0.5749
11	9	0.5185
12	9	0.6172
13	9	0.5868
14	9	0.4583
15	9	0.5749
16	9	0.5749
1	10	0.5749
2	10	0.5749
3	10	0.4583
4	10	0.5868
5	10	0.6172
6	10	0.5185
7	10	0.5749
8	10	0.4391
9	10	0.4391
10	10	0.5749
11	10	0.5185
12	10	0.6172
13	10	0.5868
14	10	0.4583
15	10	0.5749
16	10	0.5749
1	11	0.5749
2	11	0.5749
3	11	0.4583
4	11	0.5185
5	11	0.5749
6	11	0.4391
7	11	0.4391
8	11	0.5749
9	11	0.5185
10	11	0.6172
11	11	0.5868
12	11	0.4583
13	11	0.5749
14	11	0.5749
1	12	0.5749
2	12	0.5749
3	12	0.5749
4	12	0.4391
5	12	0.4391
6	12	0.5749
7	12	0.5185
8	12	0.4583
9	12	0.5749
10	12	0.5749

Unit No.	Level No.	Percentage of Common Interest And Percentage Contribution To the Common Expenses
Parking Units		
Units 1 to 26 (inclusive), Level A, each		0.0361
Unit 27, Level A		0.0253
Units 28 to 39 (inclusive), Level A, each		0.0361
Units 40 to 42 (inclusive), Level A, each		0.0252
Units 43 to 57 (inclusive), Level A, each		0.0361
Units 58 to 199 (inclusive), Level A, each		0.0253
Recreational Facilities - Unit 77, Level 1		0.0008
		100.0000%

FARANO, GREEN
Solicitors for the Declarant

Per: Victoria M. F. Stuart
Victoria M. F. Stuart

SCHEDULE "E"

Common expenses shall include the following:

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

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

- water treatment;
- garbage collection;
- insurance premiums;
- water and sewage, unless separately metered for each unit;
- waste disposal;
- fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
- maintenance materials, tools, and supplies;
- snow removal and landscaping (including charges for chemicals, salt and sand);
- air-conditioning and heating system maintenance;
- elevator maintenance, licenses and inspections of enter-phone system;

(c) All shared costs which are the Corporation's responsibility under the Reciprocal Agreement entered into by the Corporation and the Declarant;

(d) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation, protection and maintenance of the property (including security personnel and a recreational attendant and other personnel employed in the operation of the Recreational Unit);

(e) The cost of maintaining fidelity bonds as provided in the By-laws;

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

(g) The cost of furniture and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;

(h) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;

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

(j) The cost of insurance appraisals;

(k) The fees and disbursements of the Insurance Trustee;

(l) The cost of cleaning Parking Units;

(m) The payment of realty taxes (including local improvement charges) levied against the Lands until, and then except to the extent that, taxes are levied against each Unit on an individual basis.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENT

Subject to the Provisions of the Act, the Declaration, the By-Laws and Rules and Regulations passed pursuant thereto the owners of residential units shall have:

1. The exclusive use and possession of a balcony to which such unit provides sole and direct access where applicable, designated by the letter "B" as shown on Sheets 1 to 5, both inclusive, of Part 2 of the Description.

2. The owners of Units 1, 2, 3, 4 and 5 of Level 1 and Units 10, 11, 12, 13, 14, 15 and 16 of Level 2 shall have the exclusive use of a patio to which his unit has direct access, designated as P1 to P8, both inclusive and as shown on Sheets 1 and 2 of Part 3 of the Description and as set out below.

Unit No.	Level No.	Patio No.
1	1	P1
2	1	P2
3	1	P3
4	1	P4
5	1	P5
10	2	P1 & P2
11	2	P3
12	2	P4
13	2	P5
14	2	P6
15	2	P7
16	2	P8

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made as of the [illegible] day of [illegible], 1990.

B E T W E E N:

YORK REGION CONDOMINIUM CORPORATION NO. 741, (the "Phase I Condominium") a corporation created under the laws of the Province of Ontario by registration under *The Condominium Act, R.S.O. 1980, Chapter 84*, and amendments thereto,

(hereinafter called the "**Settlor**")

OF THE FIRST PART,

- and -

NATIONAL TRUST COMPANY, a trust company incorporated under the laws of the Province of Ontario,

(hereinafter called the "**Trustee**")

OF THE SECOND PART

- and -

HARDING ADDISON PROPERTIES LTD. the owner of the Phase II Lands and the Phase III Lands

(hereinafter called "Harding")

OF THE THIRD PART

- and -

PHASE II CONDOMINIUM being Harding as the owner of the Phase II Lands until the registration of a condominium corporation thereon, and thereafter the condominium corporation registered on such land

OF THE FOURTH PART

- and -

PHASE III CONDOMINIUM being Harding as the owner of the Phase III Lands until the registration of a condominium corporation thereon, and thereafter the condominium corporation registered on such land

OF THE FIFTH PART

WHEREAS the Settlor has obtained certain policies of insurance, set forth in Schedule "A" annexed hereto;

AND WHEREAS the Settlor desires to make provisions for the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the description registered pursuant to *The Condominium Act, R.S.O. 1980* and amendments thereto, hereinafter called the "Act";

AND WHEREAS the Settlor came into existence upon the registration of the Phase I Declaration and Description on July 25, 1990;

AND WHEREAS the Phase II Condominium and the Phase III Condominium will come into existence upon the registration of the Phase II and Phase III Declarations.

AND WHEREAS the Reciprocal Agreement requires that the Phase I Condominium, the Phase II Condominium and the Phase III Condominium enter into this Agreement with the Trustee;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants herein contained, it is hereby mutually covenanted, agreed and acknowledged by the parties hereto as follows:

ARTICLE I - DEFINITIONS

The terms used in this Agreement shall have ascribed to them the definitions contained in the Act and in the Phase I Declaration.

(a) **"Entitled Party"** means: (i) the Phase I Condominium with respect to the Phase I Proceeds; (ii) the Phase II Condominium with respect to the Phase II Proceeds; and (iii) the Phase III Condominium with respect to the Phase III Proceeds.

(b) **"Phase II Declaration"** means the declaration to be made by Harding pursuant to which the Phase II Condominium will be created under the Act;

(c) **"Phase III Declaration"** means the declaration to be made by Harding pursuant to which the Phase III Condominium will be created under the Act;

(d) **"Phase I Lands"** means those lands in the Town of Richmond Hill in the Regional Municipality of York described in part 1 of Schedule A hereto;

(e) **"Phase II Lands"** means those lands in the Town of Richmond Hill in the Regional Municipality of York described in Part II of Schedule A hereto;

(f) **"Phase III Lands"** means those lands in the Town of Richmond Hill in the Regional Municipality of York described in Part III of Schedule A hereto;

(g) **"Phase I Proceeds"** means that portion of the Proceeds which relate to and are payable as a result of damage to the Phase I Condominium;

(h) **"Phase II Proceeds"** means that portion of the Proceeds which relate to and are payable as a result of damage to the Phase II Condominium;

(i) **"Phase III Proceeds"** means that portion of the Proceeds which relate to and are payable as a result of damage to the Phase III Condominium;

(j) **"Proceeds"** shall mean proceeds of insurance paid under the insurance policy set forth in Schedule "B", all subsequent insurance policies and any insurance policies which may be obtained in respect of the Phase II Condominium and the Phase III Condominium.

(k) **"Reciprocal Agreement"** means the agreement made between the Phase I Condominiums and Harding as the proposed declarant of the Phase II and the Phase III Condominium as of the 17th day of August, 1990, dealing with the integrated use, operation, maintenance, repair and reconstruction, if necessary, of the Phase I Condominium, the Phase II Condominium and the Phase III Condominium, it being intended that the Phase II Condominium and the Phase III Condominium will become parties to the Reciprocal Agreement forthwith after their creation;

ARTICLE II - APPOINTMENT OF TRUSTEE

1. The Settlor does hereby appoint the Trustee to act as Trustee pursuant to the provisions of the Phase I Declaration and By-Laws of the Settlor. A copy of the registered Phase I Declaration, and amendments thereto, the By-Laws the Reciprocal Agreement and the Insurance Policy set forth in Schedule "B" are submitted herewith to the Trustee.

2. The Settlor agrees to maintain the insurance policies set forth in Schedule "B" and all subsequent insurance policies in accordance with the terms and conditions set forth in the Declaration and this agreement.

3. The Phase I Condominium, the Phase II Condominium and the Phase III Condominium agree to cause all Proceeds to be payable to the Trustee in trust for the Entitled Party or the Entitled Parties, and otherwise to deal with policies of insurance relating to the Phase I Condominium , Phase II Condominium and the Phase III Condominium in such manner as to enable the Proceeds to be collected by the Trustee.

4. The Trustee, upon receiving Proceeds pursuant to paragraph 3 of this Article II, shall hold such proceeds in trust for the Entitled Party or the Entitled Parties according to their respective interest and shall deal with such proceeds as set out in this Agreement.

5. To the extent that no determination has been made as to what portion of the Proceeds constitutes the Phase I Proceeds, the Phase II Proceeds and the Phase III Proceeds, respectively, and which party is the Entitled Party with respect to any particular portion of the Proceeds, the Trustee shall hold such Proceeds until such determination has been made.

6. The determination last referred to in paragraph 5 of this Article II shall be made by an acknowledgment in writing duly executed by the Phase I Condominium, the Phase II Condominium and the Phase III Condominium failing agreement between these parties, then the determination shall be made by arbitration in accordance with Article XII hereof.

ARTICLE III - PAYMENT BY TRUSTEE

All Proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

1. If the total of the Proceeds and in respect of any one occurrence is not in excess of $20,000 or such other amount as is set out in the Reciprocal Agreement, the Trustee shall pay the total of such Proceeds to the Entitled Party or the Entitled Parties, as the case may be;

2. In the event of damage to the buildings, unless the Trustee receives notice that there has been substantial damage to twenty-five (25%) percent of the buildings of an Entitled Party and within sixty (60) days of that determination by the Board, by a vote of Owners who own eighty (80%) percent of the Units, the Owners vote for termination, the Trustee shall disburse to the Entitled Party or the Entitled Parties, as the case may be, the proceeds of all insurance in its hands and arising out of such damage, toward the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Entitled Party accompanied by the following:

(a) a certificate signed by the President, or the Vice-President, and the Secretary of the Entitled Party dated not more than thirty (30) days prior to such request and

counter-signed by the architect or engineer, if any, employed by the Entitled Party in connection with such repairs, setting forth the following:

(i) that the sum then requested either has been paid by the Entitled Party or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the amounts so paid or due to each of the said persons in respect thereof, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of Proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate; and

(ii) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Entitled Party, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a construction lien, by reason of such repair, to the building or any parts thereof; and

(b) an opinion of a solicitor acting for the Entitled Party or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the Property, or any part thereof, any construction lien which has not been discharged except such as will be discharged by payment of the amount then requested.

On receipt of a certificate signed by the President (or the Vice-President) and the Secretary of an Entitled Party that the full cost of repairing the damage to the buildings has been paid, and on receipt of the request of the Entitled Party, any balance of the Proceeds remaining in the Trustee's hands shall be paid by the Trustee to the Entitled Party.

3. If, upon the receipt of a certificate referred to in paragraph 2 of this Article III the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Entitled Party shall be so notified by the Trustee, and the Entitled Party shall further notify the Trustee in writing, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

4. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the Proceeds, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV - DEFICIENCY OF INSURANCE PROCEEDS

An Entitled Party shall be promptly notified of any Proceeds deposited with the Trustee on behalf of the Entitled Party, and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the Proceeds held in trust for the Entitled Party.

ARTICLE V - LIABILITY AND INDEMNIFICATION OF TRUSTEE

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement provided and shall in no way be responsible or liable for any loss, cost or damage which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any resolution, direction, statutory declaration, opinion, report, notice, certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. However, the Trustee may in its discretion, require reasonable evidence of the due execution thereof before acting or relying thereon. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this agreement.

2. The Trustee may retain such independent counsel or other advice as it may reasonably require for the purpose of discharging its duties hereunder, may act on the advice or opinion so obtained and may paid any reasonable fees for any such legal or other advice. The Phase I Condominium, the Phase II Condominium and the Phase III Condominium shall reimburse the Trustee for all disbursements and expenses incurred by it in connection with its duties under this agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses, including legal fees, for anything done or omitted to be done by it in the performance of this agreement except as a result of negligence or wilful default of the Trustee.

3. The Trustee may become mortgagee of any or all Units together with such other interests as may be attached to the ownership of such Units, and may enforce any covenants contained in its mortgage relating thereto, except as is set out hereinafter, notwithstanding that such enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE VI - TERMINATION OF CONDOMINIUM

Notwithstanding anything to the contrary herein contained, the Phase I Condominium or the Phase II Condominium or the Phase III Condominium as the case may be shall give the Trustee notice of its intention to register a termination of the condominium corporation and on receipt of a certified copy of the notice of termination registered in accordance with the provisions of the Act, the Trustee shall hold all Proceeds for the owners in the proportion of their respective interests in the common elements, and, upon being satisfied that the provisions of the Reciprocal Agreement have been complied with, shall pay such Proceeds to which the subject condominium corporation would otherwise be entitled to the owners in such proportions except that such Proceeds in respect of each Unit shall be subject to payment in favour of any mortgagee or mortgagees or in satisfaction of the amount due under any liens registered by the terminating corporation against such unit or in satisfaction of the Trustee's fees, charges and expenses.

ARTICLE VII - TERMINATION OF AGREEMENT

1. At any time hereafter, the Phase I, II and III Condominiums may unanimously agree to terminate this Agreement. Such termination shall be by way of written notice to the Trustee and delivery to the Trustee of a duplicate original agreement among the Phase I, II and III Condominiums and a trust company registered under the *Loan and Trust Corporations Act (Ontario)* or a chartered

bank, or such corporation as the Phase I, II and III Condominiums in their discretion may deem advisable in the event that they are unable to enter into such agreement with such trust company or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee, in the place of the Trustee. Following such termination and upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new Trustee and thereupon its obligations hereunder shall cease. If no successor is appointed, the Trustee may apply to a court of competent jurisdiction for direction at the expense of the Phase I, II and III Condominiums.

2. Any of the Phase I, II or III Condominiums (the "Withdrawing Party") shall have the right to cease being a party to this Agreement upon delivery to the Trustee of written notice of such intention, and upon the entering into with the Trustee of a new insurance trust agreement the terms of which shall comply with the provisions of the Reciprocal Agreement. Following the withdrawl of the Withdrawing Party, and upon payment by the Withdrawing Party of its share of all fees and charges due to the Trustee hereunder, the obligations of the Trustee to the Withdrawing Party pursuant to this Agreement shall cease.

3. The Trustee may at any time resign from its duties hereunder by giving to the other parties to this Agreement not less than sixty (60) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor, the Phase II Condominium and the Phase III Condominium and another trust company registered under the *Loan and Trust Corporations Act (Ontario)* or a chartered bank, or such corporation as the Phase I, II and III Condominiums in their discretion may deem advisable in the event that the Phase I, II and III Condominiums are unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as trustee in the place of the Trustee. Following such termination and upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new trustee and thereupon its obligations hereunder shall cease. If no successor is appointed, the Trustee may apply to a court of competent jurisdiction for direction at the expense of the Phase I, II and III Condominiums.

ARTICLE VIII - MODIFICATION OR AMENDMENT OF AGREEMENT DECLARATION AND BY-LAWS AND RIGHTS OF THIRD PARTIES

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than fifty (50%) percent of the units. Any amendments to the Phase I Declaration or By-laws or the Reciprocal Agreement or any changes in, or additions to, Insurance Policies, the proceeds of which are required by the Phase I Declaration to be received by the Trustee, shall be communicated to the Trustee by the Settlor. If the Trustee is also mortgagee of any of the Units, the Trustee in its capacity as mortgagee agrees that it shall authorize the Unit owner to vote or to consent to matters relating to the modification or amendment of this agreement and the Trustee shall not vote on behalf of the Unit owners on any such question.

2. Upon being advised of damage to the buildings or upon receipt of any monies in accordance with the terms of this agreement, the Trustee shall notify all mortgagees shown on the Settlor's register. The Settlor shall deliver forthwith to the

Trustee upon request in writing, a certified copy of the Settlor's register and the Trustee shall be entitled to rely upon such register for the accuracy of the information set forth therein.

3. Certain provisions of this agreement are for the benefit of the mortgagees of the Units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX - ADDRESS FOR SERVICE

Any certificate, declaration or notice in writing given to the Settlor the Phase II Condominium, the Phase III Condominium or Harding, pursuant to this agreement, shall be sufficiently given if mailed by prepaid registered post to:

Harding Addison Properties Ltd.
Suite 801
2161 Yonge Street
Toronto, Ontario
M4S 3A6

Any certificate, declaration or notice in writing given to the Trustee pursuant to this agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at:

National Trust Company
168 Wellington Street
Kingston, Ontario
K7L 3E4

Attention: Branch Manager

Such certificate, declaration, and notice in writing shall be deemed to have been received on the fifth business day next following the date of such mailing.

ARTICLE X - REMUNERATION OF TRUSTEE

For services performed hereunder, the Settlor, the Phase II Condominium and the Phase III Condominium shall pay from time to time the reasonable fees of the Trustee as agreed to between the Settlor and the Trustee and as set out in Schedule "C" hereto, together with the Trustee's expenses and disbursements.

ARTICLE XI - ASSIGNMENT OF AGREEMENT

This agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and permitted assigns, provided that this Agreement shall not be assignable by the Trustee, the Settlor, the Phase II Condominium or the Phase III Condominium without the prior written consent of all the other parties hereto, which consent shall not be unreasonably withheld, and no assignment by the Settlor, the Phase II Condominium or the Phase III Condominium shall be effective or binding on the Trustee until it has received 30 days written notice of same. None of the Settlor, the Phase I Condominium or the Phase II Condominium shall convey, transfer, assign or otherwise deal with its beneficial interest in the Phase I, II or III Lands without prior notice to the Trustee.

ARTICLE XII - MISCELLANEOUS

1. In the event of any dispute between the parties hereto as to entitlement to Proceeds, such dispute shall be settled by arbitration and the following shall apply:

(a) upon written demand of such parties, they shall meet and attempt to appoint a single arbitrator; if such parties are unable to agree on an arbitrator within ten days of such demand then such arbitrator shall be appointed by

a Judge of the Supreme Court of Ontario; the arbitrator named to the act hereunder shall be qualified, by education and training, to settle the particular question in dispute;

(b) the arbitrator shall proceed immediately to hear and determine the question or questions in dispute; the decision of the arbitrator shall be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances; notwithstanding the foregoing, in the event that the arbitrator fails to make a decision within 60 days after his appointment, then any party may elect to have a new arbitrator named in the same manner as if none had previously been selected;

(c) the decision of the arbitrator shall be drawn up in writing and signed by the arbitrator and shall be final and binding upon the parties hereto as to any question or questions so submitted to arbitration and the parties shall be bound by such decision and perform the terms and conditions thereof; and

(d) the compensation and expenses of the arbitrator (unless otherwise determined by the arbitrator) shall be paid in equal portions by the parties to the dispute provided that the parties to the dispute shall jointly and severally indemnify the Trustee with respect to any costs incurred by it pursuant to this paragraph.

It is understood and agreed that this Agreement shall become effective immediately upon execution by the Settlor, Harding and the Trustee. The Phase II Condominium and the Phase III Condominium, when they come into existence, shall become parties to this Agreement and shall forthwith execute and deliver this Agreement, at which time they shall become a party thereto. Notwithstanding any other provision of this Agreement, unless and until the Phase II Condominium or the Phase III Condominium becomes a party to this Agreement, this agreement shall be read without reference to the Phase II Condominium or the Phase III Condominium, as the case may be.

Immediately upon both the Phase II Condominium and the Phase III Condominium becoming parties to this Agreement, all duties and obligations of Harding hereunder shall cease.

ARTICLE XIII - ACCEPTANCE OF TRUST

1. The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto as of the day and year first written above.

YORK REGION CONDOMINIUM CORPORATION NO. 741

Per: _____

Per: _____

NATIONAL TRUST COMPANY

ROSEMARY F. GRETTON
SOLICITOR, CORPORATE TRUST SERVICES

Per: _____

EDWARD N. FUJISAWA
SOLICITOR, CORPORATE TRUST SERVICES

Per: _____

HARDING ADDISON PROPERTIES LTD.

Per: _____

Per: _____

SCHEDULE "A"

Part I - Phase I Lands

In the Town of Richmond Hill in the Regional Municipality of York being composed of all units and common elements comprising York Region Condominium Plan No. 741, designated as Parts 1-41 both inclusive on Plan 65R-14216 deposited in the Land Registry Office of the Land Titles Division of York Region (No. 65) at Newmarket.

Part II - Phase II Lands

In the Town of Richmond Hill in the Regional Municipality of York being composed of part of Parcel 4-2, Section 65M-2368 being part of Blocks 4, 6 and 7 and part of Mary Dawson Street (as closed by By-Law 386-86) Plan 65M-2368, designated as Parts 42-54 both inclusive on Plan 65R-14216 deposited in the Land Registry Office of the Land Titles Division of York Region (No. 65) at Newmarket.

Part III - Phase III Lands

In the Town of Richmond Hill in the Regional Municipality of York being composed of part of Parcel 4-2, Section 65M-2368 being Block 8 and part of Blocks 5 and 7 and part of Mary Dawson Street (as closed by By-Law 386-86) Plan 65M-2368, designated as Parts 55-61 both inclusive on Plan 65R-14216 deposited in the Land Registry Office of the Land Titles Division of York Region (No. 65) at Newmarket.

SCHEDULE "B"

MURRAY & COMPANY

INSURANCE BROKERS
40 UNIVERSITY AVENUE, TORONTO, CANADA
M5J 1S3

909
TELEPHONE 598-0951
FAX (416) 598-5311

MEMORANDUM OF INSURANCE

INSURED: YORK REGION CONDOMINIUM CORPORATION NO. 741 AND ALL REGISTERED UNIT OWNERS AND ALL REGISTERED MORTGAGEES OF YORK REGION CONDOMINIUM CORPORATION NO. 741 AS THEY MAY APPEAR FROM TIME TO TIME.

ADDRESS: 30 HARDING BOULEVARD, RICHMOND HILL, ONTARIO.

TERM: JULY 25/90 TO JULY 25/91

POLICY NO'S: CM/BM405

INSURANCE COVERAGE AS PER TERMS AND CONDITIONS OF THE POLICIES.

$25,000,000.00 ALL RISK COVERAGE ON BUILDING INCLUDING GATEHOUSE AND RECREATION BUILDING. SUBJECT TO CONDOMINIUM WORDING. INCLUDES, REPLACEMENT COST, STATED AMOUNT, FLOOD, EARTHQUAKE.

$25,000,000.00 LIMIT PER LOSS - BOILER & MACHINERY. STANDARD COMPREHENSIVE FORM INCLUDING ALL STANDING CHARGES

$ 5,000,000.00 COMPREHENSIVE GENERAL LIABILITY INCLUDING EXTENSIONS USUAL TO THE OPERATIONS OF THE CONDOMINIUM

$ 2,000,000.00 DIRECTORS & OFFICERS LIABILITY

INSURANCE TRUSTEE: NATIONAL TRUST COMPANY

LOSS PAYABLE: TORONTO-DOMINION BANK,
443 QUEEN STREET WEST, TORONTO, ONTARIO

THIS IS NOT A POLICY OF INSURANCE. IT IS A MEMORANDUM OF THE POLICIES DESCRIBED HEREIN AT THE DATE OF ISSUE HEREOF, AND IS FURNISHED AS A MATTER OF INFORMATION ONLY WITH THE UNDERSTANDING THAT THE RIGHTS AND LIABILITIES OF THE PARTIES WILL BE GOVERNED BY THE ORIGINAL POLICIES AS THEY MAY BE LAWFULLY AMENDED BY ENDORSEMENT FROM TIME TO TIME.

DATED: JULY 25/90

MURRAY AND COMPANY INSURANCE BROKERS

per R. Palermo
(Authorized Representative)

SCHEDULE "C"

Fees of Trustee

Initial Fee	$150
Annual Fee	$200
Special Services Fee	$

For the receipt and dispersal of insurance proceeds, the Settlor shall pay to the Trustee its reasonable fees and expenses. Such fees and expenses will not exceed 1/2 of 1% of the insurance proceeds received by the Trustee nor be less than $ 50.00 .

The above noted fees are exclusive of out of pocket expenses such as, but not limited to, postage, stationery, telephone and telecommunication services and legal fees.

The Annual Fee stated above is subject to review from time to time and may be adjusted if necessary if new laws, changing practices, or altered costs add to the work, responsibility or cost in performing the service.