Prov'ince Of Ontario

Document General

Form 4 - Land Registration Reform Act

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(3) Property Identifier(s) Block Property

Additional: See Schedule

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(4) Nature of Document

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NIL Dollars$

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(6) Descrlp.Uon

A11 Up.its and. Common Elements comprising the'prpperty included in York Region Condomlnium Plan No. 845, together with its appurtenant conunon interest, City of Vaug'hanJ. Regional Municipality of York.

New Propert~ Identifiers

Addlllonal: See Schedule

Land·· Regi:'!3'£ry Office for the Land Titles Division of York Region (No. 65)

Execullons

Addlllonal: See Schedule

(7) Thi• Document Contains:

(a) Redescrlplion New Easemenl Plan/Sketch 0

(b) Schedule lor: Description 0 Additional Parties O Other ~)

(8) Thi• Document provldH •• follow• :

See Schedu1e for By-Law No. 4 and Certificate.

Continued on Schedule 0

(9) Thi• Document relate• to In•ll'.Ument number(•)

(10) Party(les) (Sf;!tout Status or Interesl)

Slgnalure(s) Dale of Signature

RE.GION CONDOMINIUM CORPORATION NO. 845

by its. ,so1ici tors

~O~;E ..... l?~~,S.J::F;Q,. Ml}QW~;F:;X .....

(11) AddreH for Service' Suite 500, 3650 Victoria Park Avenue, North York, Ontario M2H 3P7

(12) Party(les) (i:;eti out Status or Interest) Name(s)

Slgnature(s) Date of Signature Y M D

(13) Address for Service

(14) Munlclpal AddreH of Property

A11. Uni.ts at:
81 Townsgate Drive
Thornhil.1,. Ontario
L4J 7WB

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, RAKOWSKY
55 University Ave.
Suite. 700
Toronto; ,0ntario M5J 2K4

Fees and Tax

Registrallon Fee

Total

(9 4018 0)

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 845 hereby certifies that the By-Law Number 4 attached hereto was made in .accordance with The Condominium Act, R.s.o. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 4 has not been amended and is in full fpFce and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 6th day of May, 199f.

YORK REGION CONDOMINIUM CORPORATION
NO. 845

YORK REGION CONDOMINIUM CORPORATION NO. 845

By...;f,a.~ No. 4

Be it enacted as By..:.:r;~t,,l:J Nd. 4 of YORK REGION CONDOMINIUM CORPORATION N0.945 (hereinafter referred to as the "Corporation") as fol.lows:

1. That the Corporation enter into an agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter cal.led the "Common Facil.ties Agreement") with Bathurst Steel es Developments Ltd. (hereinafter cal.led the "Declarant"), and Bathurst Steel.es Devel.opments Two Ltd. (the "Owner") for the purposes of:

   (a) Providing for the control over the use, operation and maintenance of the Gate House, Tennis Court, Swimming Pool. and Squash Court ("Common Facility Units"), including the responsibility to pay its share of the cost of a1.1 repair, replacement, maintenance, operating and improvement costs relating or pertaining to the Common Facility Units and the Common Interior Roadway and Ramp ("Common Facilities");

   (b) providing for the mutual use and regulation of the Common Facilities; and

   (c) providing for or regulating those other matters therein set forth.

2. That the Corporation be and it is hereby authorized to execute any further documents or other assurances with the owner or its successors and assigns as may be required from time to time in order to give effect to the provisions of the Common Facilities Agreement.

3. That all terms, provisions and conditions set out in the Common Facilities Agreement, including without limitation, all covenants and agreements made by or on behalf of the corporation, are hereby authorized, ratified, sanctioned and confirmed.

4. That the President or Secretary of the Corporation be and he is hereby authorized to execute, on behalf of the Corporation, the Common Facilities Agreement, together with all. other documents or instruments which are ancillary to the Common Facilities Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Common Facilities Agreement on the title to the condominium property of the Corporation and all such documents and instruments are hereby authorized, ratified, sanctioned and confirmed.

The foregoing Special By-Law No. 4 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the DirEictors.

DATED this 6th day of May, 1994.

The undersigned which owns 100% of the units, hereby confirms, pu~suant to the provisions of the Condominium Act of Ontario, the for~going By-Law No. 4 of the said Corporation signed by all the DiiJ;:"ectors of the said Corporation as By-Law No. 4 thereof pursuant to; the provisions of the Condominium Act on the 6th day of May, 1994.

DATED this 6th day of May, 1994

OPMENTS LTD.

scin~bULE "A"

COMMONFJ\CJ:LITJ:EB AGREEMENT

THIS AGREEMENT made this 6th day of May, 1994.

BETWEEN:

BATHURST STEELEB DEVELOPMENTS TWO LTD.

(hereinaf-t:,E!~ ;E<;l~J,.eg. the "Owner")

OF THE FIRST PART

AND:

BATHURST STEELEB DEVELOPMENTS LTD.

(hereinafter called the "Declarant")

OF THE SECOND PART

AND:

YORK REGION CONDOM:tN:tUMCORPORATION NO. 845, a condominium created by the registration of a declaration and description on the 3rd day of May, 1994, in the Land Titles Division of York Region (No. 65) at Newmarket.

(hereinafter called the "Corporation" or "this Corporation")

OF THE THIRD PART

(~f The Corporation is a condominium corporation in respect of the u~.its and their appurtenant Common Interests which, together, cq~prise the property contained in the Corporation's condominium p1an and which consist of those lands and premises situate in the T6~n of Vaughan, in the Region~! Municipality of York, and being th~ Common Elements and General Index and Property Parcel Register I0~ York Region Condominium Corporation No. 845 registered in the L.gd Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket (which lands are hereinafter referred to as th~ "Buil.ding one Lands" and more particularly described in schedule "A" hereto and are municipally known as 81. Townsgate D~ive, City of Vaughan, Ontario);

(~) The owner is the registered owner of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, lying adjacent to the "Building One Lands" and being composed of those lands and premises more particularly described in Schedule "B" hereto (which lands are hereinafter referred to as the "Buil.ding Two Lands" and is municipally known as 91 Townsgate Drive, City of Vaughan, Ontario);

(c) The Building Two Lands may also be referred to as the "~djacent Condominium Lands";

(d) The owner intends to construct a highrise condominium apartment building and re1ated facilities upon the Bui1ding Two Lands and intends to register the same as a separate condominium corpor~tion (hereinafter sometimes referred to as the "Adjacent Condominium Corporation);

(e) This Corporation and the Adjacent Condominium Corporation sha11 be referred to co11ectively as the "Two Condominium CoJ;"pora tions";

(f) The Declarant as at the date hereof, is the owner of all of t~~ Condominium Units within the Building One Lands;

(g) The amenities included on the Building One Lands will consist, i~ part, of a gatehouse together with adjacent land designated as Upit 10, Level 1 (the "Gatehouse"), tennis court (the "Tennis C<:>tirt"), a swimming pool and surrounding area (the "Swimming Pool") aitt~ Squash court (the "Squash court"), which will be made available f6i:r the common use of owners and occupants of the Two Condominium C~~porations. The Tennis Court and the Swimming Pool will be d~signated as a Recreational Unit, namely Unit 11, Level 1. The Squash court will be designated as a Recreati<;>naUnit, namely, urit 1, Level B.

(~~ The description of the Building One Lands contained in Sphedule "A" hereto includes a right-of-way for purpose of vehicular and pedestrian ingress and egress together with a ramp on the Building Two Lands, which is intended for the common use of owners of the Building One Lands and Building Two Lands and is hereinafter referred to as the "Common Interior Roadway and Ramp";

(i) The Gate House Tennis Court, swimming Pool and Squash Court are herein collectively called the "Common Facility Units";

(j) ownership of the Common Facility Units shall ultimately be shared between the Two Condominium Corporations as tenants-in-common;

(k) The Common Facility Units and Common Interior Roadway and Ramp are herein collectively called the "Common Facilities";

(1) The words "Facility Costs" shall mean all maintenance, operating, improvement, repair and replacement costs relating or pertaining to the Common Facilities;

(m) The words "Common Elements", "Common Expenses", "Conunon :Interest","Declaration", "Description", "By-Laws", "Registration" and "Ru1es" shall have the same meanings as are ascribed to such terms in the Condominium Act, R.s.o. 1990, c.26, and regulations thereto (the "Act"), as amende9 from time to time;

(n) The parties hereto, have entered into this Agreement in order to provide for the control over the use, operation, maintenance, repair and replacement of the Common Facilities, and the allocation of the responsibility for payment of the Facilities Costs;

(o) "Structure" shall mean either the structure on the Building dne Lands or the Bu~lding Two Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration and the sum of $10.00 of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereby covenant and agree to and with each other and each of them as follows:

]\RTICLE1.00 - RECITALS

i.1 The recitals hereinbefore set forth are true in substance and in. fact.

.AR.TICLE 2. 00 - GATE HOUSE, TENNIB COURT, SWIMMING POOL AND SQUASH COURT

(COMMON FACILITY UNITS)

2 .1 (a) The parties hereto ~,i:;-epy ac;:knowledge, confirm and agree that ownership of the Common Facility Units shall ultimately be shared between the Two Condominium Corporations as tenants in cdmmon in the proportions that the number of registered dwelling u11its in each of the Two Condominium Corporations bears to the t~tal number of registered dwelling units in the Two Condominium Cdrporations respectively (each such proportion being referred to h~reafter as the "Proportionate Interest").

(b) The Declarant covenants to transfer title to the Common F~cility Units to the Two Condominium Corporations as tenants-in-cb~mon iri accordance with its Proportionate Interest on or immediately after the Transfer Date (as defined in section 2.4 hereof).

Provided that if the Adjacent Condominium Corporation is ndt registered at such time, the Declarant shall transfer to this Corporation its Proportionate Interest in the Common Facility Units op or immediately after the Transfer Date. Upon registration of tt\e Adjacent Condominium Corporation, the Declarant shall transfer t9 the Adjacent Condominium Corporation its Proportionate Interest i~ the Common Facility Units.

(c) Once ownership of the Common Facility Units has been transferred to the Two Condominium Corporations as aforesaid, any ~qrther sale, transfer, other conveyance or mortgage, charge or encumbrance, of the whole or any portion of the Common Facility Units shall not be permitted without the unanimous consent of the ~wo Condominium Corporations and the prior written approval of a m~jority of the members of each condominium corporation purporting to sell, transfer, mortgage, charge or encumber its Proportionate I~terest in the Common Facility Units, and each registered mortga-g~e of any unit within such condominium corporation who has notified such condominium corpol;'atioon of its entitlement to vote in accordance with the Act shall" be provided with notice of such meeting in accordance with the Act; and an agreement to prohibit such transfer pursuant to Section 117 of the Land Titles Act shall be registered against the Common Facility Units.

(d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the Proportionate In~erest of any of the Two Condominium Corporations in the Common Facility Units without the consents and approval set forth in Se~tion 2.1(c) sha11 be void and of no effect whatsoever.

(e) As at the date of this Agreement, it is intended that the Building One Lands wil1 be comprised of approximate1y 125 dwelling units and the Building Two Lands will be comprised of approximately 162 dwelling units.

2.2 Notwithstanding that the transfer of ownership of the Common Facility Units to the Two Condominium Corporations respectively (as tenants in common) in accordance with their respective Proportionate Interests may or may not yet have occurred, the owners of dwelling units in the Two Condominium Corporations and their respective residents and invitees or pu~chasers permitted occupancy under agreements of purchase or sale for such dwelling units (the "Permitted Users") shall have immediate use and enjoyment of the Common Facility Units as soon as same are completed and operational. The Permitted Users shall have reasonable access to the Common Facility Units.

The Declarant shall nave the right to make reasonable rules and regulations regard~pg the use and access to the Common Facility Units prior to the Tl(ansfer Date and, thereafter, the committee shall have the r;!..ght t.p promulgate such rules and regulations.

2.3 For the purpose~ Agreement, the Transfer Date shall.be the earlier of:

(a) the date upon which the Two Condominium Corporations have been registered as separate Condominiums and al.l units therein have been sol.dand conveyed; or

(b) such earlier date as the Oeclarant may determine, in its sole and unfettered discretion.

2.4 Until.the appropriate date referred to in Section 2.3 hereof (hereinafter referred to as the "Transfer Date"), the Declarant shal.l. have the unil.ateralright to manage, operate and control.the Common Facil.ityUnits and not l.ess than once annually shall prepare and submit to such of the Two Condominium Corporations as have been registered pursuant to the Act for incorporation in each of the latter's overall annual.budgets a separate budget (the "Common Facil.ities Budget") outlining the costs of providing and maintaining services, equipment and staff for the C?mmon Facility Units, as wel.l. as the costs of maintaining, repairing and/or repl.acing the Common Facil.ity Units, which together with the costs of maintaining, repairing and/or replacing the Common Interior Roadway and Ramp, shall.constitute the then applicable Facilities Costs. The cost of maintaining, repairing an~ replacing the Common Facility Units and Common Interior Roadway and Ramp shal.lbe included in the Common Facilities Budget.

After the Transfer Date, the Declarant and the owner shall have no further interest or obligation whatsoever with re?pect to the Common Facilitie~~ and shall not be further bound by tbis Agreement, and shall be ftlllyreleased from this Agreement. The parties hereto covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of this provision.

ARTICLE 3.00 - COST-SHARING PROVISIONS

3.1 The al.location of responsibility for payment of Facil.itiesCosts shall be.as follows: each of the Two Condominium Co~porations shall pay and be solely responsible for that p:t;oportionor percentage of the Facility Costs as is equivalent to its Proportionate Interest in the Common Facility Units (l?,ereinafterreferred to as its "Proportionate Share" thereof), PEovided that until the Two Condominium Corporations are registered, this Corporation shall pay and be responsible for all the Facilities Costs.

ARTICLE 4.00 - COMMITTEE

4.1 From and after the Transfer Date, the use and maintenance o~ the Common Facilities, as well as the preparation and submission of the• Common Facilities Budget outlining the Facilities Costs, shall be governed by a committee (the "Committee"). Notwithstanding their respective Proportionate Interests in the Common Facilities, each of the Two Condominium Corporations shall have equal representation on the Committee, provided that if the Adjacent Condominium Corporation is not registered by the Transfer Date, then the Owner shall be entitled to nominate its own

representatives on the Comm:i!ttee in the p1ace and stead of the Adjacent Condominium Corporation .iwhich is not then registered. As and when the Adjacent Condonipium Corporation is registered, the n'ominees of the owner on the Qqlt)mitteein respect of the previously un~egistered Adjacent Condominium Corporation shall resign and be replaced by representatives .Pf the Adjacent Condominium Corporation. The Commi tt,(i!e ,$l}}'11~ be formed immediate1y upon the occurrence of the Transfer. Date and sha1l consist of 4 members, 2 members of which sha1l he'·· a'{:)pointed by each of the board of directors of the Two Condominium Corporations (and by the Owner in respect of the Adjacent Condominium Corporation which is not yet registered under the Act) At 1east 3 representatives of the Committee must be present in person or by proxy to constitute a quorum. All decisions of the Committee shall be decided unanimously, with each member thereof having one vote. Any member df the Committee may call a meeting thereof by giving at least ten days prior written notice thereof to all other members of the Committee in the same manner as all notices are required to be given to directors of a Condominium Corporation as prescribed in the Act with respect to Directors' Meetings. The Committee shall, inter alia, be responsible for:

(a) establishing rules of conduct and procedure with regard to the use and maintenance of the Common Facilities;

(b) the provision of heat, hydro, water and staff for the Common Facility Units;

(c) the provision, maintenance and replacement of equipment and structures in respect of the Common Facility Units;

(d) the maintenance and repair of the Common Facilities; and

(e) the preparation and submission to the Two Condominium Corporations not less than once annually of a Common Facilities Budget outlining the costs of the matters hereinbefore referred to, together with the costs of municipal taxes pertaining to the Common Facility Units.

From and after the Transfer Date, the Committee may determine such other matters relating to the Common Facilities as are not inconsistent with the provisions of this Agreement.

4¦2 The Corporation covenants and agrees to adopt and be bound by the annua1 Common Fac1ities Budget prepared by the Owner or the Committee as part of the Corporation's overa11 annual budget and agrees to pay and be solely responsible for its Proportionate Share of the Facilities Costs as set forth in the Common Facilities Budget in accordance with Section 3.1 hereof.

4.·3 The Corporation sha11 contribute, pay and be responsible for payment of their respective Proportionate Shares of the Facilities Costs in each annual fiscal pe~iod designated by the D~clarant or the Committee (after its creation) in accordance with ~he Common Facilities Budget and shall pay such Facilities Costs in 12 equal consecutive monthly installments on the first day of each and every month during the annual fiscal period to the Declarant until the Transfer Date and, thereafter, to the Committee or to whomever the Commi'tteemay direct. The contributions to the said Facilities Costs shall be adjusted and paid forthwith following the end of each fiscal period designated by the Declarant or the Committee, as the case may be, immediately following the issuance of the financial statements for such period.

4 .,4 Any amounts not contributed by any of the Two Condominium QQrporations in accordance with the foregoing provisions, shall, tinti1advanced their interest at the rate of 24% per annum,

ca1cu1ated and compounded mbnthly on such amount as is from time to time unpaid and unti1 so paid, such amount, together with interest thereon as aforesaid, shall, to the extent thereof, be and constitute a first 1ien a~d c~ar9e against the lands or assets of such of the Two CondominitimC6~~6rations which has fai1ed to pay its Proportionate Share o~ th~~•ci1ity Costs.

5.1 The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, sha11 be determined by arbitration upon application to a single judge of the supreme Court of Ontario in accordance with and pursuant to the provisions of the Arbitrations Act of Ontario, R.s.o. 1980, as amended.

ARTXCLE 6,00 - EASEMENTS, RxGHTS OF WAY, RESERYATIONS

6.1 The owner and the Corporation grant to each other, easements of support, subject to the conditions herein provided, over the structure of the granter of each such easement for support in and to all existing structural members, footings and foundations, for the purpose of supporting the structure of such grantee or grantees.

6.2 Each of the granters of an easement granted in this Artic1e 6.00 hereby reserves its rights over the easements granted by it, and each grantee of such an easement agrees to abide by a11 r~asonab1e rules and regulations of the granter of such easement, as are communicated to such grantee in writing from time to time.

6,.3 The enjoyment or use at any time of the easements herein granted shall be subject to such reasonable regulations and rules, as may be imposed from time to time by the granter of any such easement, including but not :J,timited to regulations and rules, Concerning the times of, notice of and manner in which such easements are to be enjoyed. In exercising their rights to the easements granted herein, the Owner and the Corporation shall act in a prudent and reasonable manner so as to minimize the interference occasioned to the other party by the use of such easement.

6.4 In the event that damage or inconvenience is caused to the Structure of the granter of an easement as the result of the exercise of the grantee's right to such easement, the party that caused the damage or inconvenience shall repair the damage or remedy the cause of the inconvenience forthwith, at its own expense, and such repair sha11 include any redecoration necessary to restore the damaged Structure to its previous condition.

6.5 All of the easements granted in this agreement are granted in perpetuity, or for such lesser period as sha11 be required for the purposes herein set out. The said easements are granted to the grantees thereof, their heirs, executors, administrators, successors and assigns, servants, agents, workmen, invited guests, residents and tenants and others authorized by them for the purposes herein referred to.

ARTICLE 7.00 - OPERATION

7.1 Each party in performing its ob1igations and exercising its rights under this Agreement covenants and agrees to comp1y with all laws, rules, orders, ordinances, regulations and requirements

of any g9vernment or municipa1ity, or any agency thereof having jurisdiction over the Building One Lands and Building Two Lands.

7.2 Each party herein covenants and agrees to comp1y with all of the provisions herein contained and wi11 not authorize or condone any breach thereof by any resident, visitor, guest, servant or agent.

7.J The owner and the Corporation hereby covenants and agrees to remove any construction 1ien or other encumbrance or charge registered against its Structure and which also affects the structure of the other, within thirty (JO) days of written request from the party whose structure is so affected.

7.4 The owner and the Corporation each covenants and agrees not to cause, authorize or condone any undue disturbance, noise or vibrations from the Structure of each covenanter or from any part of the parcel over which such covenantor has an easement, to the detriment of the covenantee or any of them. Nothing in this Section 7.4 shall. in any way be construed to restrict the reasonable or intended uses of the Bull.dingOne Lands and Building Two Lands.

7.5 A11 work required to be performed pursuant to this agreement sha11 be performed by the owner and the Corporation in a manner equivalent to standards from time to time maintained *in* other first-class luxury buildings in the Municipality of Metropolitan Toronto. Each of the Owner and the Corporation, with respect to the separate lands and portions of the Building One Lands and Building Two Lands owned or governed by each of them shall.operate, maintain and repair such portions in the aforesaid manner, inc1uding without limitation, keeping such portions c1ean and tidy, providing a11 necessary services and utilities, promptly removing from the Structure all garbage and refuse and pr~viding all necessary security.

7.6 If any party shall fail to commence and complete all reasonable steps to cure a default under this agreement forthwith upon receipt of notice of such default by another party hereto, tren the party giving the noticr'e may take all reasonable steps to c~re the default, inc1uding, without limitation, the performance of m~intenance, repair or replacement work, the hiring of contractors, ehtry onto the Structure of the defaulting party, the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The defaulting party sha11, upon demand, reimburse the party taking such steps for a11 costs and expenses pai_dor incurred in the exercise of such rights.

7.7 A party performing work pursuant to this agreement shall have reasonable discretion with regard to the means of performing same, and it is therefore agreed that the amount of any cost or expense actually paid or incurred by any party for any work pursuant to this agreement shall not be challenged by any other party un1ess c1ear1y demonstrated to be substantia1ly in excess of reasonable costs or expenses for such work.

ARTICLE a.oo - NOTICES

8.1 Any notice required or desired to be given to any of the parties hereto in connection with this Agreement or arising therefrom sha1 be in writing and shall either be hand-delivered or deliv~red by prepaid registered post to the parties at the fo11owing addresses:

(a) to the Corporation at: 3650 Victoria Park Avenue
suite 500
North York, Ontario
M2H 3P7

(b) to the Own~ at: 3650 Victoria Park Avenue
suite 500
North York, Ontario
M2H 3P7

(c) to the Declarant at: 3650 Victoria Park Avenue
suite 500
North York, Ontario
M2H 3P7

B.2 All notices shall be deemed to have been given on the 3rd business day fo11owing the date of mai1ing or the date upon which notice is persona1ly delivered, as the case may be. Any party may from time to time by written notice to the other parties in accordance with the foregoing provisions change the address to which its notices are to be de1ivered.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

9.1 This Agreement sha11 be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

10.2 The Owner further covenants and agrees that upon the registration of the Adjacent Condominium Corporation, as a declarant thereof, it shall cause the Adjacent Condominium Corporation to ratify this Agreement so that such condominium corporation agrees to be bound by a11 the terms, provisions and conditions contained herein to the same effect as if such condomiminium corporation had been an original party hereto in the place and stead of the owner insofar as the Owner's participation in and obligation under this Agreement relate to such condominium corporation. Moreover, notwithstanding anything provided in this Agreement to the contrary, as a rrd when the Adjacent Condominium Corporation is registered, the owner and the Declarant shall be automatica11y released and discharged from their obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by such condominium corporation.

9.3 The parties hereto hereby consent to the registration of this Agreement against the title to the Building One Lands and the Bui1ding Two Lands and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of such Lands and sha11 be binding upon the successors in title to each of such Lands.

ARTICLE 10.00 - GENERAL

10.1 This Agreement is subject to compliance with Section 49 of the P1anning Act, 1983, as amended.

10.2 The headings used in the body of this Agreement form no part thereof but shall be deemed to be inserted for convenience or reference only.

10.3 This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.

10.4 The parties hereto covenant and agree to forthwith execute al.l. further assurances or other documents necessary or required to carry out the true intent of these presents.

10.5 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from this Agreement and the remaining provisions thereof shall remain in full force and effect and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been incl.uded.

10.6 This Agreement may be executed in one or more co,unterparts, each of which when so executed shall constitute an original and all of which shal.l together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals duly attested to by the hands of their respective proper signing officers authorized in that behalf the day and year first above written.

BATHURST BTEELES DEVELOPMENTS TWO LTD.

Per=----------.,----------
Al.anMenkes -' President

BATHURST STEELES DEVELOPMENTS LTD.

Per=----------,----------
Alan Menkes - President

YORK REGION CONDOMINIUM CORPORATION NO. 845

Per: ,...----------
Alan Menkes - President

Per:----------,----------
Bernard J. Persiko - Secretary