Province of Ontario

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

LT 973824

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
YORK REGION (65) NEWMARKET
LAND REGISTRAR/REGISTRATEUR

'94 MAY 6 AM 10 56

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 16 pages

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

(4) Nature of Document
NOTICE OF AGREEMENT
(Land Titles Act, Section 74)

(5) Consideration
NIL Dollars $

(6) Description
All Units and Common Elements comprising the property included in York Region Condominium Plan No. 845, together with its appurtenant common interest, City of Vaughan, Regional Municipality of York.

Land Registry Office for the Land Titles Division of York Region (No.65).

(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 Agreement.

WE, YORK REGION CONDOMINIUM CORPORATION NO. 845, having an unregistered estate, interest or equity in the land registered in our name in respect of the above land, hereby apply for the entry of a Notice of Agreement, as per Section 74 of the Land Titles Act.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
DECLARATION NO. LT 973256

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 845 (Applicant) by its solicitors ROSE, PERSIKO, RAKOWSKY	Per: Bernard J. Persiko	1994	05	05

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
BATHURST STEELES DEVELOPMENTS LTD.				
BATHURST STEELES DEVELOPMENTS TWO LTD.				

(13) Address for Service
Suite 500, 3650 Victoria Park Avenue, North York, Ontario M2H 3P7

(14) Municipal Address of Property
All Units at:
81 Townsgate Drive
Thornhill, Ontario

(15) Document Prepared by:
BErnard J. Persiko
ROSE, PERSIKO, RAKOWSKY
55 University Ave.
Suite 700, TORONTO,
Ontario M5J 2K4
(940180)

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

COMMON FACILITIES AGREEMENT

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

BETWEEN:

BATHURST STEELES DEVELOPMENTS TWO LTD.

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

BATHURST STEELES DEVELOPMENTS LTD.

(hereinafter called the "Declarant")

OF THE SECOND PART

AND:

YORK REGION CONDOMINIUM CORPORATION 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

WHEREAS:

(a) The Corporation is a condominium corporation in respect of the units and their appurtenant Common Interests which, together, comprise the property contained in the Corporation's condominium plan and which consist of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, and being the Common Elements and General Index and Property Parcel Register for York Region Condominium Corporation No. 845 registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket (which lands are hereinafter referred to as the **"Building One Lands"** and more particularly described in Schedule "A" hereto and are municipally known as 81 Townsgate Drive, City of Vaughan, Ontario);

(b) 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 **"Building 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 "Adjacent Condominium Lands";

(d) The Owner intends to construct a highrise condominium apartment building and related facilities upon the Building Two Lands and intends to register the same as a separate condominium corporation (hereinafter sometimes referred to as the **"Adjacent Condominium Corporation)**;

(e) This Corporation and the Adjacent Condominium Corporation shall be referred to collectively as the **"Two Condominium Corporations"**;

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

(g) The amenities included on the Building One Lands will consist, in part, of a gatehouse together with adjacent land designated as Unit 10, Level 1 (the "Gatehouse"), tennis court (the "Tennis Court"), a swimming pool and surrounding area (the "Swimming Pool") and Squash Court (the "Squash Court"), which will be made available for the common use of owners and occupants of the Two Condominium Corporations. The Tennis Court and the Swimming Pool will be designated as a Recreational Unit, namely Unit 11, Level 1. The Squash Court will be designated as a Recreational Unit, namely, Unit 1, Level B.

(h) The description of the Building One Lands contained in Schedule "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"**;

(l) 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"**, **"Common Interest"**, **"Declaration"**, **"Description"**, **"By-Laws"**, **"Registration"** and **"Rules"** 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 amended 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 One Lands or the Building 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:

ARTICLE 1.00 - RECITALS

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

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ARTICLE 2.00 - GATE HOUSE, TENNIS COURT, SWIMMING POOL AND SQUASH COURT
(COMMON FACILITY UNITS)

2.1 (a) The parties hereto hereby acknowledge, confirm and agree that ownership of the Common Facility Units shall ultimately be shared between the Two Condominium Corporations as tenants in common in the proportions that the number of registered dwelling units in each of the Two Condominium Corporations bears to the total number of registered dwelling units in the Two Condominium Corporations respectively (each such proportion being referred to hereafter as the **"Proportionate Interest"**).

(b) The Declarant covenants to transfer title to the Common Facility Units to the Two Condominium Corporations as tenants-in-common in 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 not registered at such time, the Declarant shall transfer to this Corporation its Proportionate Interest in the Common Facility Units on or immediately after the Transfer Date. Upon registration of the Adjacent Condominium Corporation, the Declarant shall transfer to the Adjacent Condominium Corporation its Proportionate Interest in the Common Facility Units.

(c) Once ownership of the Common Facility Units has been transferred to the Two Condominium Corporations as aforesaid, any further 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 Two Condominium Corporations and the prior written approval of a majority of the members of each condominium corporation purporting to sell, transfer, mortgage, charge or encumber its Proportionate Interest in the Common Facility Units, and each registered mortgagee of any unit within such condominium corporation who has notified such condominium corporation 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 Interest of any of the Two Condominium Corporations in the Common Facility Units without the consents and approval set forth in Section 2.1(c) shall be void and of no effect whatsoever.

(e) As at the date of this Agreement, it is intended that the Building One Lands will be comprised of approximately 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 purchasers 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.

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The Declarant shall have the right to make reasonable rules and regulations regarding the use and access to the Common Facility Units prior to the Transfer Date and, thereafter, the Committee shall have the right to promulgate such rules and regulations.

2.3 For the purposes of this 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 all units therein have been sold and conveyed; or

(b) such earlier date as the Declarant 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 shall have the unilateral right to manage, operate and control the Common Facility Units and not less 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 Facilities Budget"**) outlining the costs of providing and maintaining services, equipment and staff for the Common Facility Units, as well as the costs of maintaining, repairing and/or replacing the Common Facility 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 and replacing the Common Facility Units and Common Interior Roadway and Ramp shall be included in the Common Facilities Budget.

After the Transfer Date, the Declarant and the Owner shall have no further interest or obligation whatsoever with respect to the Common Facilities, and shall not be further bound by this Agreement, and shall be fully released 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 allocation of responsibility for payment of Facilities Costs shall be as follows: each of the Two Condominium Corporations shall pay and be solely responsible for that proportion or percentage of the Facility Costs as is equivalent to its Proportionate Interest in the Common Facility Units (hereinfafter referred to as its **"Proportionate Share"** thereof), provided 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 of 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

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representatives on the Committee in the place and stead of the Adjacent Condominium Corporation which is not then registered. As and when the Adjacent Condominium Corporation is registered, the nominees of the Owner on the Committee in respect of the previously unregistered Adjacent Condominium Corporation shall resign and be replaced by representatives of the Adjacent Condominium Corporation. The Committee shall be formed immediately upon the occurrence of the Transfer Date and shall consist of 4 members, 2 members of which shall be appointed 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 least 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 of 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 annual Common Facilities Budget prepared by the Owner or the Committee as part of the Corporation's overall 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 shall contribute, pay and be responsible for payment of their respective Proportionate Shares of the Facilities Costs in each annual fiscal period designated by the Declarant or the Committee (after its creation) in accordance with the 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 Committee may 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 Corporations in accordance with the foregoing provisions, shall, until advanced their interest at the rate of 24% per annum,

calculated and compounded monthly on such amount as is from time to time unpaid and until so paid, such amount, together with interest thereon as aforesaid, shall, to the extent thereof, be and constitute a first lien and charge against the lands or assets of such of the Two Condominium Corporations which has failed to pay its Proportionate Share of the Facility Costs.

ARTICLE 5.00 - ARBITRATION

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, shall 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.

ARTICLE 6.00 - EASEMENTS, RIGHTS OF WAY, RESERVATIONS

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 grantor 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 grantors of an easement granted in this Article 6.00 hereby reserves its rights over the easements granted by it, and each grantee of such an easement agrees to abide by all reasonable rules and regulations of the grantor 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 grantor of any such easement, including but not limited 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 grantor 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 shall 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 shall 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 obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements

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

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

7.3 The Owner and the Corporation hereby covenants and agrees to remove any construction lien or other encumbrance or charge registered against its Structure and which also affects the Structure of the other, within thirty (30) 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 covenantor 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 Building One Lands and Building Two Lands.

7.5 All work required to be performed pursuant to this agreement shall 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, including without limitation, keeping such portions clean and tidy, providing all necessary services and utilities, promptly removing from the Structure all garbage and refuse and providing 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, then the party giving the notice may take all reasonable steps to cure the default, including, without limitation, the performance of maintenance, repair or replacement work, the hiring of contractors, entry 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 shall, upon demand, reimburse the party taking such steps for all costs and expenses paid or 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 unless clearly demonstrated to be substantially in excess of reasonable costs or expenses for such work.

ARTICLE 8.00 - 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 shall be in writing and shall either be hand-delivered or delivered by prepaid registered post to the parties at the following addresses:

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

8.2 All notices shall be deemed to have been given on the 3rd business day following the date of mailing or the date upon which notice is personally 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 delivered.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

9.1 This Agreement shall 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 all the terms, provisions and conditions contained herein to the same effect as if such condominiminium 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 and when the Adjacent Condominium Corporation is registered, the Owner and the Declarant shall be automatically 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 Building 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 shall 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 Planning 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.

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10.4 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 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 included.

10.6 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which shall 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 STEELES DEVELOPMENTS TWO LTD.

Per: _____
Alan Menkes - President

BATHURST STEELES DEVELOPMENTS LTD.

Per: _____
Alan Menkes - President

YORK REGION CONDOMINIUM CORPORATION NO. 845

Per: _____
Alan Menkes - President

Per: _____
Bernard J. Persiko - Secretary

SCHEDULE "A"
BATHURST STEELFS DEVELOPMENTS LTD.

In the City of Vaughan, in the Regional Municipality of York, being composed of those parts of Lots 5 and 6, Registered Plan 1607, designated as PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 and 19, Reference Plan 65R-16827, (hereinafter referred to as "the Phase 1 lands").

SUBJECT TO an easement in favour of the Vaughan Hydro Electric Commission over that part of said Lot 6, Registered Plan 1607, designated as PART 19, Reference Plan 65R-16827, for the purposes as set out in Instrument LT946015.

SUBJECT TO an easement in favour of Bell Canada over that part of said Lot 6, Registered Plan 1607, designated as PART 1, Reference Plan 65R-17010, for the purposes as set out in Instrument LT967517.

SUBJECT TO an easement in favour of the owners of those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 10, 11, 12, 13, 14, 15, 16, 17 and 18, Reference Plan 65R-16827 (hereinafter referred to as "the Phase 2 lands", over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, as is required for purposes of maintaining support, and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 2 lands", as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, for the purposes of permitting such pedestrian and, where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their constructing, inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 2 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes, and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 1 and 6, Reference Plan 65R-16827. This easement further permits "the Phase 2 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights, as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 2, 5 and 8, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 2 lands" owners, their agents, contractors or servicemen. For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders), as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 4, 5 and 6, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing a water main to service "the Phase 2 lands", as in Instrument LT 965334.

TOGETHER WITH a right-of-way over that part of said Lot 6, Registered Plan 1607, designated as PART 2, Reference Plan 65R-13869, for the purposes as set out in Instrument LT 946013.

TOGETHER WITH a right-of-way over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 3, Reference Plan 65R-13869, for the purposes as set out in Instrument LT 946014.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12 and 13, Reference Plan 65R-16827, for purposes of maintaining support and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 1 lands", as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12, 13 and 14, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where practical, vehicular ingress and egress as is necessary to further permit their inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 1 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 12, 13 and 14, Reference Plan 65R-16827. This easement further permits "the Phase 1 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights, as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 11 and 12, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 1 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders), as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 10, 11 and 17, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing storm and sanitary sewers and connections to service "the Phase 1 lands", as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 6, Registered Plan 1607, designated as PARTS 14 and 15, Reference Plan 65R-16827 for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing gas lines to service "the Phase 1 lands", as in Instrument LT 965334.

Being part of Parcel 5-1, Section B-1607.

Phase 2

SCHEDULE "B"

LEGAL DESCRIPTION
BATHURST STEELES DEVELOPMENTS TWO LIMITED

In the City of Vaughan, in the Regional Municipality of York, being composed of those parts of Lots 5 and 6, Registered Plan 1607, designated as PARTS 10, 11, 12, 13, 14, 15, 16, 17 and 18, Reference Plan 65R-16827, (hereinafter referred to as "the Phase 2 lands").

TOGETHER WITH a right-of-way over that part of said Lot 6, Registered Plan 1607, designated as PART 2, Reference Plan 65R-13869, for the purposes as set out in Instrument LT 946013.

TOGETHER WITH a right-of-way over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 3, Reference Plan 65R-13869 for the purposes as set out in Instrument LT 946014.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, as is required for purposes of maintaining support, and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 2 lands".

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, for the purposes of permitting such pedestrian and, where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their constructing, inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 2 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes, and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 1 and 6, Reference Plan 65R-16827. This easement further permits "the Phase 2 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 2, 5 and 8, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 2 lands" owners, their agents, contractors or servicemen. For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders).

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 4, 5 and 6, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and,

where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing a water main to service "the Phase 2 lands".

SUBJECT TO an easement in favour of the owners, successors and assigns, of those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 and 19, Reference Plan 65R-16827 (hereinafter referred to as "the Phase 1 lands"), their agents, contractors or servicemen over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12 and 13, Reference Plan 65R-16827, for purposes of maintaining support and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 1 lands".

SUBJECT TO an easement in favour of the owners, successors and assigns of "the Phase 1 lands", their agents, contractors or servicemen over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12, 13 and 14, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where practical, vehicular ingress and egress as is necessary to further permit their inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 2 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 12, 13 and 14, Reference Plan 65R-16827. This easement further permits "the Phase 1 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights.

SUBJECT TO easement in favour of the owners, successors and assigns of "the Phase 1 lands", their agents, contractors or servicemen over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 11 and 12, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 1 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders).

SUBJECT TO easement in favour of the owners, successors and assigns of "the Phase 1 lands", their agents, contractors or servicemen over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 10, 11 and 17, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing storm and sanitary sewers and connections to service "the Phase 1 lands".

Phase 2

SUBJECT TO easement in favour of the owners, successors and assigns of "the Phase 1 lands", their agents, contractors or servicemen over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 14 and 15, Reference Plan 65R-16827 for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing gas lines to service "the Phase 1 lands".

Being all of Parcel 5-3, Section B-1607.

May 4, 1994
Ref: 4.255-9p2.leg

LT-973256

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1990, C.26, and amendments thereto, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

BATHURST STEELES DEVELOPMENTS LTD.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Vaughan, 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;

AND WHEREAS the Declarant has constructed a building upon the said lands containing One Hundred and Twenty-Five (125) dwelling units, sixty-nine (69) parking units and Forty-Two (42) locker units, and one (1) Gate House Unit and Two (2) Recreational Units;

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE ONE

INTRODUCTORY

1.01 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.

1.02 Statement of Intention: The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" and in the ~~Declaration~~ DESCRIPTION be governed by the Act, and any amendments thereto.

1.03 Consent of Mortgagees: The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.04 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.

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

1.06 Address for Service and Mailing Address of the Corporation: The Corporation's address for service shall be 3650 Victoria Park Avenue, Suite 500, North York, Ontario, M2H 3P7, or such other address as the Corporation may by resolution of the Board determine, and the mailing address of the Corporation shall be 3650 Victoria Park Avenue, Suite 500, North York, Ontario, M2H 3P7.

AUTHORIZED BY B. GERSIKO

ARTICLE TWO

COMMON EXPENSES

2.01 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.

ARTICLE THREE

UNITS

3.01 Occupation and Use: The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each dwelling unit, being Units 1 to 9, inclusive, Level 1 and Units 1 to 12, inclusive, Levels 2 to 9, inclusive, and Units 1 to 10, inclusive, Levels 10 and 11, shall be occupied and used only as a private single family residence and for no other purposes.

(b) No unit shall be occupied or used by anyone 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.

(c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the Declaration, the By-Laws and the Rules.

(d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation 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 any unit.

(e) No animal that is deemed by the Board in its absolute discretion to be a nuisance shall be kept by an owner in any unit nor upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board requesting removal of such animal, permanently remove such animal from the property.

(f) Each of the parking units, being Units 1 to 13 inclusive, Level A and Units 2 to 57 inclusive, Level B, shall be used only for parking of private motor vehicles in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation.

(g) Each of the locker units, being Units 14 to 33 inclusive, Level A, and Units 58 to 79 inclusive, Level B, shall be used only for storage purposes in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation.

(h) The aforesaid locker units shall only be conveyed to the registered owners of the aforesaid dwelling Units; and the aforesaid parking units shall only be conveyed to the registered owners of the aforesaid dwelling Units and to the owners of the dwelling units of the adjacent condominium at 91 Townsgate Drive, Vaughan.

(i) Notwithstanding subparagraph (a), the Declarant shall be entitled to use any unit and common elements for the purpose of maintaining a sales office, advertising signs and suites as models for display, for purposes incidental to the completion and sale of the balance of units until such time as all units have been sold by the Declarant.

(j) It is intended that ownership of the Gate House Unit being Unit 10, Level 1, the Recreational Unit (tennis court and swimming pool) being Unit 11, Level 1 and the Recreational Unit (squash court) being Unit 1, Level B, shall ultimately be shared amongst the Condominium Corporation of this Condominium and the other Condominium Corporation intended to be registered on the Adjacent Lands.

3.02 <u>Rights of Entry to the Unit</u>:

(a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

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

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

(d) The 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 or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-Laws.

ARTICLE FOUR

COMMON ELEMENTS

4.01 Use of Common Elements: Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.02 Exclusive Use of Parts of Common Elements: Subject to complianoe with the Act, the Declaration, By-Laws and the Rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the property.

4.03 Restrictive Access: Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property, and, without the consent in writing of the Board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4.04 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 (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or withits prior written consent or as permitted by the By-Laws or Rules.

(c) The Corporation shall have access at all reasonable times to to any part of the common elements over which any ownerhas the exclusive use in order to do the work.

4.05 Pets: No animal shall be kept or allowed upon the common elements unless being carried or on a leash. No animal that is deemed by the Board in its absolute discretion to be a nuisance shall be kept by an owner in any unit nor upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board requesting removal of such animal, permanently removes such animal from the property.

4.06 Visitors Parking: No owner of a unit nor his tenant nor members of the household of a unit owner shall park upon any portions of the common elements designated as visitors parking. Provided that the Declarant, its sales personnel, invitees and prospective purchasers may park motor vehicles upon the visitors' parking areas until such time as all units have been sold and conveyed by the Declarant.

ARTICLE FIVE

MAINTENANCE AND REPAIRS

5.01 Each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

5.02 The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE SIX

FIRST MEETING

6.01 As soon as practicable after the registration of this Declaration, the owners may, without notice, hold their first meeting for the purposes of electing directors.

ARTICLE SEVEN

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

7.01 The Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the Corporation;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;

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

(d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

In the event that the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its 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.

7.02 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 to whom such loss is payable in any policy of insurance 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 twenty-five percent (25%) of the building, (ii) determines that there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (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 such proceeds for the benefit of the Corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 7.02 of Article Seven hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

ARTICLE EIGHT

INSURANCE

8.01 By the Corporation:

(a) The Corporation shall obtain and maintain insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:

(i) the property, but excluding improvements and betterments made by or acquired by an owner;

(ii) personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners, in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Every policy 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) waivers of subrogation 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, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee, and any mortgagees noted in the records of owners and mortgagees maintained by the Corporation;

(iii) 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.

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 One Million Dollars ($1,000,000.0), 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 per occurrence.

(d) Insurance against the Corporation's liability arising from the ownership, use of occupation 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) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.

8.02 <u>General Provisions</u>:

(a) Prior to obtaining any policy of insurance under paragraph 8.01(a) and (b) of this Article Eight, 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 fifty percent (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. The Board may, however, authorize an owner in writing to adjust any loss to his unit.

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

of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation. 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.

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

8.03 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, improvements or betterments made by the owner 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. Every such policy 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, or guests, except for arson, fraud, vehicle impact, vandalism or 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.

ARTICLE NINE

MISCELLANEOUS

9.01 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.

9.02 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 to abrogate or waive any such provision.

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

9.04 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 the City of Toronto, in the Municipality of Metropolitan Toronto, this 29th day of April, 1994.

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

BATHURST STEELES DEVELOPMENTS LTD.

Per: _____
Alan Menkes - President

I have authority to bind the Corporation

SCHEDULE "A"
BATHURST STEELES DEVELOPMENTS LTD.

In the City of Vaughan, in the Regional Municipality of York, being composed of those parts of Lots 5 and 6, Registered Plan 1607, designated as PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 and 19, Reference Plan 65R-16827, (hereinafter referred to as "the Phase 1 lands").

SUBJECT TO an easement in favour of the Vaughan Hydro Electric Commission over that part of said Lot 6, Registered Plan 1607, designated as PART 19, Reference Plan 65R-16827, for the purposes as set out in Instrument LT946015.

SUBJECT TO an easement in favour of Bell Canada over that part of said Lot 6, Registered Plan 1607, designated as PART 1, Reference Plan 65R-17010, for the purposes as set out in Instrument LT967517.

SUBJECT TO an easement in favour of the owners of those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 10, 11, 12, 13, 14, 15, 16, 17 and 18, Reference Plan 65R-16827 (hereinafter referred to as "the Phase 2 lands", over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, as is required for purposes of maintaining support, and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 2 lands", as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 6, Reference Plan 65R-16827, for the purposes of permitting such pedestrian and, where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their constructing, inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, televisión and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 2 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes, and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 1 and 6, Reference Plan 65R-16827. This easement further permits "the Phase 2 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights, as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 2, 5 and 8, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 2 lands" owners, their agents, contractors or servicemen. For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders), as in Instrument LT 965334.

SUBJECT TO an easement in favour of the owners of "the Phase 2 lands" over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 4, 5 and 6, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where practical, vehicular ingress and egress of "the Phase 2 lands" owners, their agents, contractors or servicemen as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing a water main to service "the Phase 2 lands", as in Instrument LT 965334.

TOGETHER WITH a right-of-way over that part of said Lot 6, Registered Plan 1607, designated as PART 2, Reference Plan 65R-13869, for the purposes as set out in Instrument LT 946013.

TOGETHER WITH a right-of-way over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 1 and 3, Reference Plan 65R-13869, for the purposes as set out in Instrument LT 946014.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12 and 13, Reference Plan 65R-16827, for purposes of maintaining support and without restricting the generality of the foregoing, in respect of, from and by the structural members, slabs, pillars, columns, footings, foundation walls, side and cross beams, supporting walls and the soil which supports the building, installations and all appurtenances thereto situate on "the Phase 1 lands", as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lots 5 and 6, Registered Plan 1607, designated as PARTS 12, 13 and 14, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where practical, vehicular ingress and egress as is necessary to further permit their inspecting, maintaining, operating, repairing and replacing any part of the building, drainage systems, storm sewers, sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable conduits or lines, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection systems and various other services and utilities situate on "the Phase 1 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders) necessary to perform the hereinbefore described work. With respect to cranes, this easement shall also permit the full unlimited extension and swing of the boom over said PARTS 12, 13 and 14, Reference Plan 65R-16827. This easement further permits "the Phase 1 lands" owners, their agents, contractors or servicemen to attach to, cross, penetrate, bore or travel through any transfer slab, floor or ceiling slab, concrete/concrete block or masonry wall, drywall enclosure or other similar installation in their exercise of the hereinbefore described rights, as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 11 and 12, Reference Plan 65R-16827, for unlimited pedestrian and, where practical, vehicular ingress and egress to "the Phase 1 lands". For the purpose of this easement the term vehicular shall include all types of construction equipment (including, but not limited to, cranes, backhoes and loaders), as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 5, Registered Plan 1607, designated as PARTS 10, 11 and 17, Reference Plan 65R-16827, for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing storm and sanitary sewers and connections to service "the Phase 1 lands", as in Instrument LT 965334.

TOGETHER WITH an easement over those parts of said Lot 6, Registered Plan 1607, designated as PARTS 14 and 15, Reference Plan 65R-16827 for the purpose of permitting such pedestrian and, where applicable, vehicular ingress and egress as is necessary to further permit their installing, maintaining, operating, repairing, servicing or replacing gas lines to service "the Phase 1 lands", as in Instrument LT 965334.

Being part of Parcel 5-1, Section B-1607.

In our opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described exist in law, and the declarant is the registered owner of the lands and the appurtenant easement.

Messrs. ROSE, PERSIKO, RAKOWSKY, solicitors
and duly authorized agents for:
BATHURST STEELES DEVELOPMENTS LTD.

April 29, 1994
Dated

Per: _____
B. J. Persiko, Esq.

April 28, 1994
Ref: 4.255-8pl.sca

SCHEDULE B

THE CONDOMINIUM ACT, 1990

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

BANK OF MONTREAL, having a registered mortgage within the meaning of clause b of section 3(1) of The Condominium Act, 1990, registered as Number LT 920248 in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket, hereby consents to the registration of this Declaration pursuant to The Condominium Act, 1990, against the land or interests appurtenant to the land described in the description.

DATED at Toronto this 29th day of April, 1994 .

BANK OF MONTREAL

Per: _____

Harold Egon Alexander Steurer
Account Manager

Per: _____

Doug C. Elliott
Senior Banker

WE HAVE AUTHORITY TO BIND THE BANK

SCHEDULE "C"

BATHURST STEELES DEVELOPMENTS LTD.

The monuments controlling the extent of the units described and numbered in the description filed concurrently herewith are the physical surfaces and planes more fully described as follows, and all dimensions shall have reference to them.

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 9 inclusive on Level 1; Units 1 to 12 inclusive on Levels 2 to 9 inclusive, and Units 1 to 10 inclusive on Levels 10 and 11 as illustrated on Sheets 1, 2, 3 and 4, Part 1 of the Description.)

a) Each Residential Unit shall be bounded vertically by:

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

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

b) Each Residential Unit shall be bounded horizontally by:

i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating one unit from another such unit, or from the common element.

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

Provided that each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus which provides service to that particular unit only.

Notwithstanding anything hereinbefore provided to the contrary, each Residential Unit **shall exclude** the complete vertical fan coil, namely the fan, coil, valves, controls, etc., together with the branch piping extending to the common riser, all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all concrete, concrete block or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common element.

2. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 13 inclusive on Level A, and Units 2 to 57 inclusive on Level B as illustrated on Sheets 5 and 6, Part 1 of the Description.)

a) Each Parking Unit shall be bounded vertically by one or a combination of:

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

ii) the plane established 1.90 metres perpendicularly distant above and parallel to the concrete floor slab.

b) Each Parking Unit shall be bounded horizontally by one or a combination of:

i) the backside surface and plane of the drywall sheathing.

ii) the face and plane of the concrete/concrete block wall and/or the production thereof.

iii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.

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

v) the vertical plane established by measurement.

vi) the vertical plane established by measurement and perpendicular to the concrete wall.

vii) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.

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

3. <u>BOUNDARIES OF THE LOCKER UNITS</u>

(being Units 14 to 33 inclusive on Level A, and Units 58 to 79 inclusive on Level B as illustrated on Sheets 5 and 6, Part 2 of the Description.

a) Each Locker Unit shall be bounded vertically by:

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

ii) the face and plane of the steel wire mesh and frame.

b) Each Locker Unit shall be bounded horizontally by one or a combination of:

i) the face and plane of the concrete/block masonry wall or columns and/or the production thereof.

ii) the inside face and plane of the steel wire mesh and frame.

iii) the inside face and plane of the drywall sheathing.

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

4. <u>BOUNDARIES OF THE GATEHOUSE UNIT</u>

(being Unit 10 on Level 1 as illustrated on Sheet 1, Part 1 of the Description.)

a) The Gatehouse Unit shall have no upper or lower limits.

b) The Gatehouse Unit shall be bounded horizontally by the vertical planes established by measurement.

Provided that the Gatehouse Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, fixtures (light standards, fences, retaining walls) or any other facility which provides service to it only.

Notwithstanding anything hereinbefore provided to the contrary, the Gatehouse Unit **shall exclude** any pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable television, water, heating, telephone, security system or drainage which is located within the unit and provides any such service or utility to another unit or units or to the common element.

5. BOUNDARIES OF THE RECREATIONAL UNIT

(being Unit 11 on Level 1 as illustrated on Sheet 1, Part 1 of the Description.)

a) The Recreational Unit shall have no upper or lower vertical limits.

b) The Recreation Unit shall be bounded horizontally by the vertical planes established by measurement.

Provided that the Recreation Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, fixtures (light standards, fences, retaining walls), or any other facility which provides service to it only.

Notwithstanding anything hereinbefore provided to the contrary, the Recreational Unit **shall exclude** any pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable television, water, heating, telephone, security system or drainage which is located within the unit and provides any such service or utility to another unit or units or to the common elements.

6. BOUNDARIES OF THE SQUASH COURT UNIT

(being Unit 1 on Level B as illustrated on Sheet 6, Part 1 of the Description.)

a) The Squash Court Unit shall be bounded vertically by:

i) the upper surface and plane of the concrete ceiling slab.

ii) shall have no lower limit.

b) The Squash Court Unit shall be bounded horizontally by:

i) the face and plane of the concrete/concrete block wall and/or the production thereof.

ii) the vertical plane established by measurement.

Provided that the Squash Court Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, fixture or any other facility which provides service to it only.

Notwithstanding anything hereinbefore provided to the contrary, the Squash Court Unit **shall exclude** any pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable television, water, heating, telephone, security system or drainage which is located within the unit and provides any such service or utility to another unit or units or to the common element.

R. Avis,
Ontario Land Surveyor

April 7, 1994
Ref: 4.255-10.scc

SCHEDULE "D"

Proportion of interest in common elements and proportion of contribution to common expenses expressed in percentages.

UNIT NO.	LEVEL NO.	PERCENTAGE
1	A	0.000001
2	A	0.000001
3	A	0.000001
4	A	0.000001
5	A	0.000001
6	A	0.000001
7	A	0.000001
8	A	0.000001
9	A	0.000001
10	A	0.000001
11	A	0.000001
12	A	0.000001
13	A	0.000001
14	A	0.000001
15	A	0.000001
16	A	0.000001
17	A	0.000001
18	A	0.000001
19	A	0.000001
20	A	0.000001
21	A	0.000001
22	A	0.000001
23	A	0.000001
24	A	0.000001
25	A	0.000001
26	A	0.000001
27	A	0.000001
28	A	0.000001
29	A	0.000001
30	A	0.000001
31	A	0.000001
32	A	0.000001
33	A	0.000001
1	B	0.000001
2	B	0.000001
3	B	0.000001
4	B	0.000001
5	B	0.000001
6	B	0.000001
7	B	0.000001
8	B	0.000001
9	B	0.000001
10	B	0.000001
11	B	0.000001
12	B	0.000001
13	B	0.000001
14	B	0.000001
15	B	0.000001
16	B	0.000001
17	B	0.000001
18	B	0.000001
19	B	0.000001
20	B	0.000001
21	B	0.000001
22	B	0.000001

SCHEDULE "D"

Proportion of interest in common elements and proportion of contribution to common expenses expressed in percentages.

UNIT NO.	LEVEL NO.	PERCENTAGE
23	B	0.000001
24	B	0.000001
25	B	0.000001
26	B	0.000001
27	B	0.000001
28	B	0.000001
29	B	0.000001
30	B	0.000001
31	B	0.000001
32	B	0.000001
33	B	0.000001
34	B	0.000001
35	B	0.000001
36	B	0.000001
37	B	0.000001
38	B	0.000001
39	B	0.000001
40	B	0.000001
41	B	0.000001
42	B	0.000001
43	B	0.000001
44	B	0.000001
45	B	0.000001
46	B	0.000001
47	B	0.000001
48	B	0.000001
49	B	0.000001
50	B	0.000001
51	B	0.000001
52	B	0.000001
53	B	0.000001
54	B	0.000001
55	B	0.000001
56	B	0.000001
57	B	0.000001
58	B	0.000001
59	B	0.000001
60	B	0.000001
61	B	0.000001
62	B	0.000001
63	B	0.000001
64	B	0.000001
65	B	0.000001
66	B	0.000001
67	B	0.000001
68	B	0.000001
69	B	0.000001
70	B	0.000001
71	B	0.000001
72	B	0.000001
73	B	0.000001
74	B	0.000001
75	B	0.000001
76	B	0.000001
77	B	0.000001
78	B	0.000001
79	B	0.000001

SCHEDULE "D"

Proportion of interest in common elements and proportion of contribution to common expenses expressed in percentages.

UNIT NO.	LEVEL NO.	PERCENTAGE
1	1	0.598936
2	1	0.921024
3	1	0.921024
4	1	0.820598
5	1	0.560032
6	1	0.461416
7	1	0.495796
8	1	0.525652
9	1	0.921024
10	1	0.000001
11	1	0.000001
1	2	0.752743
2	2	0.735553
3	2	0.921024
4	2	0.921024
5	2	0.820598
6	2	0.721982
7	2	0.721982
8	2	0.820598
9	2	0.921024
10	2	0.921024
11	2	0.735553
12	2	0.752743
1	3	0.752743
2	3	0.735553
3	3	0.921024
4	3	0.921024
5	3	0.820598
6	3	0.721982
7	3	0.721982
8	3	0.820598
9	3	0.921024
10	3	0.921024
11	3	0.735553
12	3	0.752743
1	4	0.752743
2	4	0.735553
3	4	0.921024
4	4	0.921024
5	4	0.820598
6	4	0.721982
7	4	0.721982
8	4	0.820598
9	4	0.921024
10	4	0.921024
11	4	0.735553
12	4	0.752743

SCHEDULE "D"

Proportion of interest in common elements and proportion of contribution to common expenses expressed in percentages.

UNIT NO.	LEVEL NO.	PERCENTAGE
1	5	0.752743
2	5	0.735553
3	5	0.921024
4	5	0.921024
5	5	0.820598
6	5	0.721982
7	5	0.721982
8	5	0.820598
9	5	0.921024
10	5	0.921024
11	5	0.735553
12	5	0.752743
1	6	0.752743
2	6	0.735553
3	6	0.921024
4	6	0.921024
5	6	0.820598
6	6	0.721982
7	6	0.721982
8	6	0.820598
9	6	0.921024
10	6	0.921024
11	6	0.735553
12	6	0.752743
1	7	0.752743
2	7	0.735553
3	7	0.921024
4	7	0.921024
5	7	0.820598
6	7	0.721982
7	7	0.721982
8	7	0.820598
9	7	0.921024
10	7	0.921024
11	7	0.735553
12	7	0.752743
1	8	0.752743
2	8	0.735553
3	8	0.921024
4	8	0.921024
5	8	0.820598
6	8	0.721982
7	8	0.721982
8	8	0.820598
9	8	0.921024
10	8	0.921024
11	8	0.735553
12	8	0.752743

SCHEDULE "D"

Proportion of interest in common elements and proportion of contribution to common expenses expressed in percentages.

UNIT NO.	LEVEL NO.	PERCENTAGE
1	9	0.752743
2	9	0.735553
3	9	0.921024
4	9	0.921024
5	9	0.820598
6	9	0.721982
7	9	0.721982
8	9	0.820598
9	9	0.921024
10	9	0.921024
11	9	0.735553
12	9	0.752743
1	10	0.752743
2	10	0.735553
3	10	0.820598
4	10	0.721982
5	10	0.721982
6	10	0.820598
7	10	0.921024
8	10	0.921024
9	10	0.735553
10	10	0.752743
1	11	0.752743
2	11	0.735553
3	11	0.820598
4	11	0.721982
5	11	0.721982
6	11	0.820598
7	11	0.921024
8	11	0.921024
9	11	0.735553
10	11	0.752743
	TOTAL	100.000000

FOR BATHURST STEELES DEVELOPMENTS LTD.

April 28, 1994
Dated

Steven Menkes
(Vice-President, Secretary)

SCHEDULE E

COMMON EXPENSES

Common expenses shall including 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 or performed pursuant to any by-law of the Corporation;

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

(i) garbage collection,

(ii) insurance premiums,

(iii) water and sewage, unless separately metered for each unit,

(iv) electricity, unless separately metered for each unit,

(v) waste disposal,

(vi) fuel, including gas, oil, electricity and coal, unless separately metered for each unit,

(vii) maintenance materials, tools and supplies,

(viii) snow removal and landscaping,

(ix) realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit;

(c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;

(d) the cost of maintaining fidelity bonds as provided in the By-Laws;

(e) 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;

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

(g) 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;

(h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(i) the cost of insurance appraisals;

(j) the fees of the Insurance Trustee;

(k) mortgage payments, realty taxes and Common Expenses on Superintendent's Suite.

SCHEDULE "F"

BATHURST STEELES DEVELOPMENTS LTD.

Subject to the provisions of the Declaration, the by-laws and rules and regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas adjacent thereto:

a) the owner(s) of a Residential Unit on Levels 1 to 11 inclusive shall have exclusive use of that portion of the common elements to which his unit provides sole and direct access and is designated as Balcony, and illustrated on Part 1, Sheets 1, 2, 3 and 4 of the Description.

b) the owner(s) of each Residential Unit shall have exclusive use of that portion of the common elements designated as Parking Space (P), as illustrated on Part 2, Sheets 1 and 2 of the Description and as assigned on Schedule F-1.

NOTE: All exclusive use portions are subject to easements as in Instrument LT 965334.

April 28, 1994
Ref: 4.255-10.scf

SCHEDULE "F-1"

BATHURST STEELES DEVELOPMENTS LTD.

Assignment of Exclusive Use Portions
Designated Parking Space

Unit	Level	Parking Space(P)	Level
1	1	P39	A
2	1	P23	A
3	1	P45	B
4	1	P1	B
5	1	P2	B
6	1	P37	A
7	1	P3	B
8	1	P24	A
9	1	P13	B
1	2	P16	B
2	2	P22	A
3	2	P4	B
4	2	P52	B
5	2	P55	B
6	2	P31	A
7	2	P41	B
8	2	P28	B
9	2	P63	A
10	2	P27	A
11	2	P7	B
12	2	P53	A
1	3	P64	A
2	3	P5	B
3	3	P34	A
4	3	P33	B
5	3	P41	A
6	3	P57	A
7	3	P28	A
8	3	P50	B
9	3	P22	B
10	3	P23	B
11	3	P58	A
12	3	P54	B
1	4	P55	A
2	4	P44	A
3	4	P25	B
4	4	P53	B
5	4	P36	A
6	4	P60	B
7	4	P43	A
8	4	P24	B
9	4	P1	A
10	4	P2	A
11	4	P46	B
12	4	P45	A
1	5	P51	B
2	5	P39	B
3	5	P48	B
4	5	P3	A
5	5	P12	B
6	5	P32	A
7	5	P14	A
8	5	P30	B
9	5	P4	A
10	5	P5	A
11	5	P32	B
12	5	P47	B

Unit	Level	Parking Space(P)	Level
1	6	P34	B
2	6	P6	A
3	6	P25	A
4	6	P14	B
5	6	P11	A
6	6	P29	A
7	6	P49	B
8	6	P40	A
9	6	P19	A
10	6	P20	A
11	6	P48	A
12	6	P6	B
1	7	P36	B
2	7	P47	A
3	7	P59	A
4	7	P43	B
5	7	P57	B
6	7	P9	A
7	7	P8	A
8	7	P8	B
9	7	P42	B
10	7	P44	B
11	7	P21	A
12	7	P9	B
1	8	P61	A
2	8	P27	B
3	8	P10	A
4	8	P17	A
5	8	P16	A
6	8	P13	A
7	8	P7	A
8	8	P56	A
9	8	P65	A
10	8	P33	A
11	8	P51	A
12	8	P50	A
1	9	P52	A
2	9	P62	A
3	9	P40	B
4	9	P42	A
5	9	P11	B
6	9	P12	A
7	9	P60	A
8	9	P26	A
9	9	P18	A
10	9	P54	A
11	9	P19	B
12	9	P18	B
1	10	P15	B
2	10	P17	B
3	10	P29	B
4	10	P30	A
5	10	P21	B
6	10	P58	B
7	10	P56	B
8	10	P59	B
9	10	P26	B
10	10	P31	B

Unit	Level	Parking Space(P)	Level
1	11	P38	B
2	11	P35	B
3	11	P15	A
4	11	P35	A
5	11	P49	A
6	11	P46	A
7	11	P38	A
8	11	P20	B
9	11	P37	B
10	11	P10	B

April 28, 1994
Ref: 4.255-101.scf

LT0973256

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
YORK REGION (65) NEWMARKET
LAND REGISTRAR/REGISTRATEUR

'94 MAY 3 PM 2 52

YRC 845