

CANADA -  
Province of Ontario  
To Wit

To all whom these Presents  
may come, be seen or known

I, LOUIS RADOMSKY

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing  
at the CITY OF TORONTO IN THE MUNICIPALITY OF METROPOLITAN TORONTO

in said Province.

For place of  
residence, insert  
appropriate  
County, District,  
Regional  
Municipality, etc.

Do Certify and Attest that the paper-writing hereto annexed is a true copy of a document produced  
and shown to me by GEORGE SAUNDERS

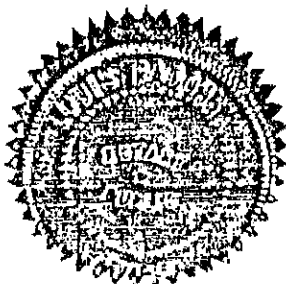
and purporting to be the Duplicate, Registered Original of the Declaration for  
York Condominium Corporation #374

On the thirty-first day of January 1979

the said copy having been compared by me with the said original document, an act whereof being  
requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion  
shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at

this tenth day of January 1980



  
LOUIS RADOMSKY

A Notary Public in and for the Province of Ontario.

D E C L A R A T I O N

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. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

RANFAS PROPERTIES AND MANAGEMENT LIMITED,  
DALLAS INVESTMENTS LIMITED and DELUTH  
INVESTMENTS LIMITED, all Corporations  
incorporated under the laws of the  
Province of Ontario, and carrying on  
business in partnership under the name of  
ROUNDHILL APARTMENTS

(Hereinafter called the "Declarant")

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

WHEREAS the Declarant has constructed a building upon the said lands containing 89 dwelling 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 HEREBY DECLARES AS FOLLOWS:

I     INTRODUCTORY

(1)     Definitions - The following terms used herein have the meanings set out below, unless the context otherwise requires:

(a)     Common elements means all the property except

the units;

- (b) Common interests means the interest in the common elements appurtenant to a unit;
- (c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;
- (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;
- (e) Unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
- (f) The definition of "unit" for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention.

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers.

The consent of all persons having registered encumbrances

against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments.

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

(5) Common Interests and Common Expenses.

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

(6) Address for Service.

The corporation's address for service shall be 14 Neilson Drive, Suite G 5, Toronto, Ontario, M9C 1V6, or such other address as the corporation may by by-law determine.

II COMMON EXPENSES

(1) Specification of Common Expenses.

Common expenses means the expenses of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

(2) Payment of Common Expenses.

Each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation.

III COMMON ELEMENTS

(1) Use of Common Elements.

Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Common Elements.

Subject to the provisions of the Act, this declaration, the by-laws and the rules and regulations passed pursuant thereto, 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.

(3) 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 a dwelling for any buildings superintendent, utilities areas, buildings maintenance storage areas, managers offices, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the building manager.

(4) (a) The Corporation may by a vote of members, who own eighty per cent (80%) of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.

(b) The corporation may by a vote of the majority of the members make any other addition, alteration, or

improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.

(c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

#### IV UNITS

##### (1) Occupation and Use.

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

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (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 referred to in this declaration.
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of

those parts of the common elements which he has the duty to maintain, without the consent of the board.

(2) Requirements for Leasing.

- (a) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:

"I . . . covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws and all rules and regulations of the Condominium Corporation, during the term of my tenancy.

- (b) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses and shall pay the same to the corporation.
- (c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

(3) PROVISIONS RESTRICTING LEASES AND SALES OF THE UNIT.

No unit shall be leased or sold without the prior written approval of the Corporation or the Board provided that the Corporation shall have thirty (30) clear days from the date of service upon the Corporation of an executed copy of the Agreement for Lease or Sale of a unit within which the Corporation or the Board must either approve the terms of such lease or sale or serve notice upon the owner of such unit within the said thirty (30) days that the terms of such Agreement for Lease or Sale are not acceptable to the Corporation or the Board, in which latter event the Corporation shall have the option to lease or purchase (as the case may be) such unit from the owner on the same terms and conditions as such Agreement provides.

In the event the Corporation or the Board either fails to approve the terms of such Agreement, or, having disapproved such terms, fails to exercise its option as aforesaid within the said thirty (30) day period, the owner shall be deemed to be released from any restrictions herein provided on his lease or sale of his unit pursuant to the terms of such Agreement. An affidavit from the owner or from one of the owners, if more than one, or from an officer of a Corporate owner of such unit swearing to the fact that:

- (i) The Corporation was served with an executed copy of the Agreement for Lease or Sale on the      day of      , 19
- (ii) Neither the Corporation nor the Board delivered written approval of the terms of such agreement within thirty-two (32) days of the      day of      197 ;
- (iii) Neither the Corporation nor the Board has exercised the option of the Corporation to either lease or purchase (as the case may be) such unit;

shall be deemed conclusive evidence that the owner of such unit is released from any restrictions herein provided on the lease or sale of his unit on the terms of such agreement. Unless the Corporation exercises its option as aforesaid, the phrase "terms of such agreement" shall include the parties to such agreement.

Notwithstanding the foregoing neither the Declarant, the Corporation a mortgagee nor chargee shall be bound by the foregoing restrictions notwithstanding such mortgagee or chargee has acquired title to or taken possession of a unit as owner pursuant to the provisions of its mortgage or charge or of The Mortgages Act R.S.O. 1960, Chapter 245 as amended.

In the event the Corporation has acquired title to or possession of a unit pursuant to it having exercised its option as aforesaid, the Corporation or the Board shall have the power to lease, assign its lease, sub-let or sell such unit on such terms and conditions as the Corporation or the Board may in its sole discretion deem advisable.

V

#### BY-LAWS

The corporation may, by a vote of members who own 66-2/3 per cent of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable



interference with the use and enjoyment of the common elements and other units;

- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) respecting the conduct generally of the affairs of the corporation.

#### VI MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs or maintenance (hereinafter referred to as repairs) that an owner is obligated to make and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) per annum. The corporation may collect

all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

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

The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors which provide the means of ingress to and egress from a unit and to all windows, save and except maintenance of interior surfaces of windows, all at its own expense.

VII DAMAGE

(1) Procedure Where Damage Occurs.

Where the board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications.

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) Insurance Trustee.

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

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the corporation.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration.
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
- (d) the notification by the Insurance Trust to the mortgagees of any insurance monies received by it.

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

(2) In the event that:

- (a) the corporation is obliged to repair any unit insured under paragraph (1) subclause (b) of Clause IX hereof, in accordance with the provisions of Section 16 (6) or Section 17 (2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the

Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs.

- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the corporation.
- (c) The board, in accordance with the provisions of Section 17 (1) of the Act, determines that there has not been substantial damage to 25 per cent of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Clause VI of this declaration and Section 16 (6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this sub-clause 2 of Clause VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable

in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

IX        INSURANCE

(1)       By the Corporation.

The corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies: -

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
  - (i) the property, excluding the units;
  - (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

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

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

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

following provisions: -

- (i) that loss shall be payable to the Insurance Trustee, save and except that where the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed Ten Thousand (\$10,000.00) Dollars, loss shall be payable to the Corporation and not to the Insurance Trustee.
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;
- (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of

subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit;

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

(2) General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause IX, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause (1) of this Clause IX and the cost of such appraisal shall be a common expense.
- (b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the

right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.
- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.

(3) By the Owner.

It is acknowledged that the foregoing insurance is the only



insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

X        INDEMNIFICATION

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licencees of such owner or resident to or  
- with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation.

All payments pursuant to this clause are deemed to be additional

contributions toward the common expenses and recoverable as such.

XI FIRST MEETING

As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.

XII GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry.

- (a) The corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.
- (b) In case of any emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss

to the property. The corporation or any one authorized by it may determine whether an emergency exists.

- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

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

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

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

(3) Invalidity.

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(4) Waiver.

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

(5) Notice.

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the corporation in the manner aforesaid.

(6) Construction of Declaration.

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

(7) Headings.

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

DATED AT TORONTO

and Province of Ontario, this 31st day of January 1978.

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

RANFAS PROPERTIES AND MANAGEMENT  
LIMITED

Per: [Signature]  
President

DALLAS INVESTMENTS LIMITED

Per: [Signature]  
President

DELUTH INVESTMENTS LIMITED

Per: [Signature]  
President

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Borough of Etobicoke in the Municipality of Metropolitan Toronto and Province of Ontario, and being composed of Part of Lot 12, Concession 5, Colonel Smith's Tract, designated as Part 1, on a Plan of Survey of Record registered in the Land Registry Office, Land Titles Division (No. 66) at Toronto as No. 66R-9460.

SCHEDULE "B" (Page 1)

THE CONDOMINIUM ACT

CONSENT UNDER CLAUSE b OF SUB-SECTION 1

OF SECTION 3 OF THE ACT

WE, MORGUARD INSTITUTIONAL SECURITIES LIMITED  
having registered encumbrances within the meaning of Clause b  
of Sub-section 1 of Section 3 of The Condominium Act, registered  
as Instruments No. 344663 & 379101 Etobicoke in the Land  
Registry Office for the Land Titles Division of Toronto,  
hereby consent to the registration of this Declaration pursuant  
to The Condominium Act against the land or interest  
appurtenant to the land described in the Description.

DATED at Toronto, this 2nd day of February 1978.

MORGUARD INSTITUTIONAL  
SECURITIES LIMITED



Per: [Signature]  
K. M. GRANT, Mgr., Mortgage Admin.

Per: [Signature]  
C. P. LING, CONTROLLER

SCHEDULE "B" (Page 2)

THE CONDOMINIUM ACT

CONSENT UNDER CLAUSE b OF SUB-SECTION 1

OF SECTION 3 OF THE ACT

THE TORONTO-DOMINION BANK, having a registered  
encumbrance within the meaning of Clause b of Sub-section  
1 of Section 3 of The Condominium Act, registered as  
Instrument No. A-632203 in the Land Registry  
Office for the Land Titles Division of Toronto, hereby  
consent to the registration of this Declaration pursuant  
to The Condominium Act against the land or interest appurtenant  
to the land described in the Description.

DATED at Toronto, this 3rd day of February 1978.

THE TORONTO-DOMINION BANK

Per: 

ASSISTANT GENERAL MANAGER

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

43513



SCHEDULE "C"

BOUNDARIES OF UNITS

Each unit shall comprise the areas measured:

- (a) Horizontally, from the unit side of the concrete, masonry or block surface of the exterior walls of the building to the unit side of the concrete, masonry or block surface of the walls and partitions separating such unit from other units, corridors, stairs, elevators, incinerators and other mechanical equipment spaces, and the extension of the planes of such surfaces across openings for doors leading out of such unit, and windows.
- (b) Vertically, from the upper surface of the concrete floor, to the lower surface of the concrete ceiling on all levels except Level 15 where the upper limit is the backside surface of the suspended ceiling.

Notwithstanding the foregoing, the unit shall not include:

- (a) Concrete, masonry or block portions of walls or columns within the unit.
- (b) Frames of suspended ceilings.
- (c) Doors leading out of the unit, and windows.
- (d) Such pipes, wires, cables, conduits, ducts, dampers, flues, shafts or public utility lines used for power, cable T.V., gas, water, heating or drainage which are within any walls or floors or which may pass through any part of a unit.
- (e) Any heating and air conditioning equipment.

SCHEDULE D

<u>UNITS</u>	<u>LEVELS</u>	<u>PROPORTION OF COMMON INTEREST AND TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES) TO EACH UNIT</u>
1	A	1.19653%
2	A	0.96738%
1	1 to 15 inclusive	1.20179%
2	1 to 15 inclusive	1.19803%
3	1 to 15 inclusive	0.96974%
4	2 to 15 both inclusive	1.19929%
5	2 to 14 both inclusive	1.20179%
6	2 to 14 both inclusive	0.97694%
4	1	0.00041%
5	15	2.17873%

SCHEDULE "E"

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money levied against or charged to the corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - insurance premiums
  - water and hydro
  - waste disposal
  - maintenance materials, tools and supplies
  - snow removal and landscaping
  - television antenna or cable
- (b) the payment of 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) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (e) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (f) the cost of legal, accounting, engineering and auditing;
- (g) the cost of appraisals made pursuant to Clause IX of this declaration;
- (h) the fees and disbursements of the Insurance Trustee;
- (i) the cost of maintaining fidelity bonds as provided in the by-laws;
- (j) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.

SCHEDULE "F"

(a) EXCLUSIVE USE OF COMMON ELEMENTS  
AS DESIGNATED ON PART 3, SHEETS  
1 AND 2, OF THE DESCRIPTION AND  
INDICATED UNDER PARKING NUMBER  
HEREIN

LEVEL #	UNIT #	PARKING #	LEVEL #
A	1	P- 3	1
A	1	P- 2	1
A	2	P-12	A
A	2	P- 4	1
1	1	P-39	A
1	2	P-49	A
1	3	P-21	1
1	4	P-28	A
2	1	P-27	A
2	2	P-26	A
2	3	P-45	1
2	4	P-25	A
2	5	P- 1	A
2	6	P-44	1
3	1	P-23	A
3	2	P-22	A
3	3	P-43	1
3	4	P-21	A
3	5	P-20	A
3	6	P-42	1
4	1	P-19	A
4	2	P-16	A
4	3	P-41	1
4	4	P-15	A
4	5	P-14	A
4	6	P-40	1
5	1	P-29	A
5	2	P-13	A -
5	3	P-39	1
5	4	P-30	A
5	5	P-31	A
5	6	P-38	1
6	1	P-32	A
6	2	P- 3	A
6	3	P-37	1
6	4	P-34	A

LEVEL #	UNIT #	PARKING #	LEVEL #
6	5	P-35	A
6	6	P-36	1
7	1	P-36	A
7	2	P-37	A
7	3	P-34	1
7	4	P-38	A
7	5	P-40	A
7	6	P-35	1
8	1	P- 2	A
8	2	P-42	A
8	3	P-32	1
8	4	P-43	A
8	5	P-44	A
8	6	P-33	1
9	1	P-45	A
9	2	P-46	A
9	3	P-30	1
9	4	P-47	A
9	5	P-48	A
9	6	P-31	1
10	1	P-54	A
10	2	P-55	A
10	3	P-28	1
10	4	P-56	A
10	5	P-57	A
10	6	P-29	1
11	1	P-50	A
11	2	P-51	A
11	3	P-26	1
11	4	P-52	A
11	5	P-53	A
11	6	P-27	1
12	1	P- 1	1
12	1	P- 8	A
12	2	P-9	A
12	3	P-24	1
12	3	P-58	A
12	4	P-10	A
12	5	P-11	A
12	6	P-25	1
12	6	P-41	A

LEVEL #	UNIT #	PARKING #	LEVEL #
13	1	P-66	A
13	1	P-18	1
13	2	P-65	A
13	2	P-17	1
13	3	P-22	1
13	3	P- 4	A
13	4	P-67	A
13	4	P-16	1
13	5	P-68	A
13	5	P-15	1
13	6	P-23	1
13	6	P-63	A
14	1	P-64	A
14	1	P-14	1
14	2	P-18	A
14	2	P-13	1
14	3	P-19	1
14	3	P-24	A
14	4	P-62	A
14	4	P-12	1
14	5	P-11	1
14	5	P-59	A
14	6	P-20	1
14	6	P-33,	A
15	1	P-61	A
15	1	P- 5	1
15	2	P-17	A
15	2	P- 6	1
15	3	P-60	A
15	3	P- 7	1
15	4	P- 5	A
15	4	P- 8	1
15	5	P- 6	A
15	5	P- 7	A
15	5	P- 9	1
15	5	P-10	1

SCHEDULE "F"

- (b) The owners of those units on Level "A" and Levels 1 to 15 inclusive from which there is direct access to those parts of the common elements as described on part 2, sheets 1, 2 and 3 in the Description as patio or balcony, shall have exclusive use and possession of such patio or balcony to which there is direct access from such unit.

B-572179

DATED: JANUARY 31 1978

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STITUTION INDEX  
EARTY PARCEL REGISTER

ON ELEMENTS &  
PARAL INDEX

COND. PLAN NO 374

*Handwritten signature and initials*

KANFAS PROPERTIES AND MANAGEMENT  
LIMITED, DALLAS INVESTMENTS LIMITED  
and DELUTH INVESTMENTS LIMITED

DECLARATION

UNDER THE CONDOMINIUM ACT

RECENTLY 12-1  
SECTION E.6

REYCRAFT & REYCRAFT  
Barristers and Solicitors  
330 Bay Street, Suite 808  
Toronto, Ontario