

February 21, 2013

Delivered via Regular Mail

York C.C. No. 34
c/o Comfort Property Management Inc.
7 Director Court, Unit 201
Vaughan, ON L4L 4S5
Attention: Anthony Irwin

Dear Mr. Irwin:

Re: Condominium Documents

In keeping with your instructions our offices have now pulled all of the registered documents from title. Please see enclosed copies of same. Please also find enclosed our final account in this matter. Should you have any questions or concerns please contact our offices at your convenience.

Yours very truly,
SMITHVALERIOTE LAW FIRM LLP



Robert M. Mullin, B.A. (Hons.), LL.B., LL.M., A.C.C.I.(Law)
RMM/tt

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ADDRESS
105 Silvercreek Pkwy. N., Suite 100, Guelph, ON N1H 6S4
TF 800 746 0685 F 519 837 1617



LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

29007-0001 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2
PREPARED FOR Telford
ON 2013/02/19 AT 16:47:13

PROPERTY DESCRIPTION: UNIT 1, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE
OWNERS' NAMES
KOSS, LAWRENCE
KOSS, LYNN HONEY

RECENTLY:
FIRST CONVERSION FROM BOOK
CAPACITY SHARE
JTEN
JTEN

PIN CREATION DATE:
1995/12/18

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
EFFECTIVE 2000/07/23 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1995/12/18 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1995/12/18						
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1995/12/08 **				
LB282349	1971/03/22	NOTICE			THE CORPORATION OF THE TOWNSHIP OF MARKHAM	C
LB286292	1971/05/18	DECLARATION CONDO			STEWAL CONSTRUCTION LIMITED	C
LB286991	1971/05/28	BYLAW				C
LB289746	1971/06/28	BYLAW				C
LB289747	1971/06/28	BYLAW				C
LB289748	1971/06/28	BYLAW				C
LT742968	1991/04/02	TRANSFER			KARACSONY-SAMANT, ANDREI KARACSONY-SAMANT, CONSTANTINA	
LT742969	1991/04/02	CHARGE			NATIONAL TRUST COMPANY	
LT851034	1992/07/21	TRANSFER OF CHARGE			CANADA TRUSTCO MORTGAGE COMPANY	
		REMARKS: LT742969				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

jw

B-286292

No.

Received at the Office of Land Titles

TORONTO 10.40 o'clock

A.M. of the 18th day of May

A.D. 19 71 and entered in

Folium 1 Vol. - Parcel A-1

B-1 Section M-1345 and

Condominium Corporations Index

Constitution Index

Common Elements and

General Index

Property Parcel Register

York Condominium Plan No. 34

1971 MAY 18 AM 10 40

[Handwritten signature]

B286292

Dated April 15th, 1971.

DECLARATION

Messrs. Rubincoff and Rubincoff,
Barristers and Solicitors,
401 Bay Street, Suite # 2112,
P.O. Box # 26,
Toronto 103, Ontario.

LAND TITLES OFFICE
TORONTO, ONT.

1971 MAY 18 AM 10 40

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Handwritten notes and scribbles in the top left corner, including a large 'X' and some illegible text.

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

STATUTES OF ONTARIO, 1967, CHAPTER 12

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the Provisions of the Condominium Act, Statutes of Ontario, 1967, Chapter 12, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act") BY:

STEVAL CONSTRUCTION LIMITED, A Company incorporated under the laws of the Province of Ontario and having its Head Office at the City of Toronto,

(Hereinafter called the "Declarant").

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in Town of Markham, in the Regional Municipality of York described in accordance with Section 4 of the Condominium Act, in the Description submitted herewith by the Declarant for registration and more particularly described in Schedule "A" attached hereto.

WHEREAS the Declarant has constructed a building upon the said lands containing Fifty-eight (58) 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) Building - means the building included in the property;
- (b) Common Elements means all the property except the units:

- (c) Common Interests means the interest in the common elements appurtenant to a unit;
- (d) Corporation means the corporation created under the Act by the registration of this Declaration and the Description;
- (e) Description means the Description specified in Section 4 of the Act and submitted for registration herewith by the Declarant.
- (f) Land means the freehold land described in the Description and in Schedule "A" hereto;
- (g) 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;
- (h) 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;
- (i) Termination means the withdrawal of the property from the Act and shall include withdrawal as a result of damage;
- (j) 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;
- (k) "Mortgage", "Mortgaged", and "Mortgagee" includes "Charge", "Charged", and "Chargee" respectively.
- (l) Any other words and phrases used herein which are defined in Section 1 of the Act shall have the meaning herein as given to them by the Act.

(2) Statement of Intention.

The Declarant intends that the property be governed by the Act, and by virtue of the Act the provisions of this Declaration, the Description, the By-laws including the Common Element Rules are imposed upon the property for the benefit of all of the units and all persons interested therein from time to time.

(3) Consent of Encumbrancers.

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

(4) Boundaries of Units.

Each unit shall comprise the area 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 units from other units, or from the common areas and the extensions of the planes of such surfaces across openings for doors leading out of such unit and windows.
- (b) vertically, from the under surface of the concrete floor, to the under side of the roof joists and of the extension of the planes thereof.

Notwithstanding the foregoing, the unit shall not include:

- (a) such pipes, wires, cables, conduits, cables, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are used for the distribution of power, water, drainage and other services within the building and are within the boundaries of the unit; but the unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the unit and which service the unit only.

(5) Monuments.

The monuments controlling the extent of units are fully described in the Description and in the boundaries described in Paragraph 4 above and all dimensions shall have reference to them.

(6) Proportions of the Common Interests.

An undivided interest in the common elements is appurtenant to each unit in the proportion of the percentages allocated to each unit as set out in Schedule "C" attached hereto and forming part hereof. The total of the proportions of the common interests shall be one hundred per cent (100). Each unit owner is a tenant in common of the common elements with all other unit owners.

(7) Contributions to the Common Expenses.

Each Owner shall contribute to the common expenses in the proportions identical to the percentages allocated to each unit as set out in Schedule "C" attached hereto and forming part hereof;

(8) Address for Service.

The Corporation's address for service shall be 2175 Sheppard Avenue East, Suite # 302, Willowdale, Ontario.

or such other address as the Board may from time to time determine.

11 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:

- (a) the maintenance, repair, replacement, and the operation of the Common Elements,
- (b) the cost of electricity, water, heating, fuel, and all other utilities and services purchased by the Corporation for use in the units and/or the Common Elements;
- (c) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each unit;
- (d) the remuneration payable by the Corporation to any employees deemed necessary for the operation and maintenance of the property including the payment of any remuneration payable pursuant to any management agreement which the Corporation may enter into;
- (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 and auditing services, premiums for the Corporation's insurance obligations, appraisals, fees and disbursements of the insurance Trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this Declaration and the By-Laws of the Corporation and its Board of Directors;
- (g) the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided, that the borrowing of such money shall have been duly authorized by a vote of the owners at a meeting held for the purposes of such authorization;

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

(2) Payment of Common Expenses.

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, which shall include payments towards any separate fund or funds, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions towards the common expenses may be regulated by the Board of Directors of the Corporation 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, the By-Laws, including the common element rules and any other 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) Limited Common Elements.

Subject to the provisions of the Act, this Declaration, the By-Laws and the rules and regulations passed pursuant thereto.

- (a) each owner is entitled to the exclusive use of yards designated in the description by being numbered the same as the number of such unit with the Letter "A" and "B" following the number.
- (b) each owner is entitled to the exclusive use and possession of the inner surface of the glass windows to which his unit has sole access and the interior side of the exterior doors which provide the means of ingress to and egress from his unit.

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(3) Restrictive Access

Without the consent in writing of the Board of Directors of the Corporation, 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 building superintendent, utilities areas, building maintenance storage areas, managers offices, operating machinery, or any other parts of the Common elements used for the care, maintenance or operation of the property. Provided however that this paragraph shall not apply to any mortgagee who shall have a right of access for inspection upon 48 hours notice to the building manager.

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 or combination of units shall be occupied and used only as a private single family residence by the owner or tenant of the unit, his family and guests; 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) Nothing shall be done, or permitted to be done or brought into, or kept in a unit which will in any way increase the risk of fire, or the rate of fire insurance on the property or any part thereof, or on chattels kept within any unit.

- (c) No unit shall be occupied or used by any one in such a manner as to result in the cancellation of any policy of insurance referred to in this Declaration.
- (d) The Owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this Declaration, the By-Laws and the Common Element Rules.
- (e) Prior to making any alterations or repairs to his unit, the Owner shall submit his plans to the Board of Directors of the Corporation for approval; and the Board shall approve the plans unless the proposed alterations or repairs or the manner of carrying them out are likely to damage or impair the value of any other unit or the Common Elements.
- (f) So long as any unit is encumbered by a mortgage, which is subject to the provisions of the National Housing Act, the occupation and use of such unit shall be subject, in all respects, to the terms and provisions of such mortgage, until such time as such mortgage is paid in full and discharged.

(2) Restrictions on Leasing.

No Owner or the Declarant shall lease his unit unless he causes the tenant to deliver to the Corporation an undertaking signed by the Tenant under seal, to the following effect:

"I _____, undertake 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, the By-Laws, including Common Element Rules, and all other rules and directions of the Condominium Corporation during the term of my tenancy".

Any Owner including the Declarant, leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V BY-LAWS

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 of Directors of the Corporation;
- (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 MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

- (1) The Corporation may by a vote of members, who own Eighty (80) per cent of the Common Elements, make any substantial additions, alterations, or improvements to or renovation of the Common Elements or make any substantial change in the assets of the Corporation.
- (2) 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 changes in the assets of the Corporation.
- (3) For the purpose of this clause VI, the Board of Directors of the Corporation shall decide whether any addition, alteration or improvement to, or renovation to the common elements or any change in the assets of the Corporation is substantial .

VII MAINTENANCE AND REPAIRS

(1) Maintenance and Repairs of Units by the Owner

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. The obligation of each Owner to repair his unit after damage, includes the repair of all improvements made to his unit by the Declarant in accordance with the architectural plans and specifications of the Declarant, notwithstanding that some of such improvements may have been made after registration of this Declaration and the Description, so that his unit is restored to a state of repair at least equivalent to that at the time his unit was originally completed for

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sale by the Declarant.

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 that an Owner is obligated to make and that he does not make within a reasonable time; and in such an event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation; and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at a rate equal to Two per cent (2%) per annum above the interest rate charged from time to time by The Bank of Canada to Chartered Banks. The Corporation may collect all such sums of money in such installments as the Board of Directors may decide upon, which installments 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 of Common Elements by the Corporation

The Corporation shall repair the Common Elements after damage, which includes repair to all exterior doors which provide the means of ingress to and egress from a unit and to all exterior glass windows, all at its own expense.

(3) Maintenance of the Common Elements

The Corporation shall maintain the common elements, save and except for any balcony to which a unit has sole access, the inner surface of the exterior glass windows to which a unit has sole access, the interior side of the exterior doors which provide the means of ingress to or egress from a unit and the indoor basement storage space, which excluded portions of the Common Elements shall be maintained by the Owner having the exclusive use and possession thereof pursuant to this declaration; the maintenance by an Owner of such excluded portions of the Common Elements shall be in accordance with any directions and specifications set by the Board of Directors of the Corporation.

(4) Additions, Alterations or Improvements by Owners

No Owner shall make any structural change in or to his unit or any change to an installation upon the Common Elements, or maintain, decorate or repair any part of the Common Elements (except for the maintenance of such portions of the Common Elements which the Owner having the exclusive use and possession thereof is obligated to maintain pursuant to subclause (3) of this Clause (VII) without the prior consent in writing of the Board.

Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval, by the Board.

VIII DAMAGE

(1) Procedure Where Damage Occurs.

- (a) Where damage to the building occurs, the Board of Directors shall determine within thirty days of the occurrence whether there has been substantial damage to twenty-five per cent (25%) of the building.
- (b) Where there has been a determination that there has been substantial damage to twenty-five per cent (25%) of the building, notice of such determination shall, within ten days thereof, be given by registered mail to the Owners and Mortgagees entered in the register kept for such purpose, in accordance with the provisions of the by-law of the Corporation, and together with such notice there shall be notice to the Owners and Mortgagees of a meeting called for the purpose of voting for repair.
- (c) In the event that owners who own eighty per cent (80%) of the Common Elements vote for repair within sixty days of such determination by the Board of Directors, then the Corporation shall repair.
- (d) Where on a vote the Owners do not vote for repair, the Corporation shall, within ten days of the vote, register a notice of termination.
- (e) Where there has been no vote within sixty days of such determination by the Board of Directors, the Corporation shall, within ten days after the expiry of the sixty day period, register notice of termination.

(2) Repair after Damages.

- (a) In the event that owners who own eighty per cent (80%) of the Common elements vote for repair, the Corporation shall repair the units and common elements in accordance with the architectural plans and specifications and certificate contained in the Description, with the following

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provisoes:

- (i) the obligation of the Corporation to repair after damage hereunder, extends to all improvements made to the units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of this Declaration and the Description, but does not include repair or any improvements made to the Unit by the Declarant for the Owner thereof, which were not included in the architectural plans and specifications of the Declarant; and
 - (ii) the obligation of the Corporation to repair the units after damage shall be limited to repair in respect of all risks which are insured or insurable under any available policy or policies of insurance; and
 - (iii) each unit owner shall repair his unit after damage in respect of all risks which are not insured or insurable under any available policy or policies of insurance.
- (b) In the event that the Board of Directors shall determine that there has not been substantial damage to twenty-five per cent (25%) of the buildings, then the Corporation and such Owners whose units have been damaged shall repair in accordance with the provisions of Clause VII of this Declaration.

(3) 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 of Directors, 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.

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 and extended perils and such other perils as the Board of Directors may from time to time deem advisable, insuring, 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:-
 - (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;
- (b) Insurance against damage by fire and extended perils and such other perils as the Board of Directors may from time to time deem advisable, insuring the units including all improvements made to the units by the Declarant in accordance with its architectural plans and specifications, notwithstanding that some of such improvements may have been made after registration of the Declaration and the Description, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement costs of such units.

Such policy or policies of insurance as required by paragraphs (a) and (b) hereof, shall insure the interests of the Corporation and the Owners from time to time as their respective interests may appear, with mortgagee endorsements, which mortgagee endorsements shall be subject to the provisions hereof; and all such policy or policies of insurance shall contain the following provisions:

- (i) that loss shall be payable to the Insurance Trustee; provided that where the amount receivable from an Insurer for any loss arising out of any one occurrence does not exceed Five Thousand Dollars (\$5,000.00) shall be payable to the Corporation and the mortgagee as their interest may appear 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;

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- (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 (insuring the liability of the Condominium Corporation) shall provide that the same shall be primary insurance in respect of any other insurance carried by the unit owner.
 - (vi) a waiver of the insurer's and/or insurers' option to repair, rebuild, or replace, except in the event that after damage the government of the property by the Act is terminated pursuant to Clause (1) of Clause VIII hereof.
- (c) Public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board of Directors, but in no event for less than One Million Dollars, 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 of Directors may from time to time deem advisable but in any event for not less than 50% of the insured value.
- (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 time as the Board of Directors may deem advisable, the Board of Directors 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 of Directors and its Officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle all 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 of Directors may, in writing, authorize an owner to adjust any loss to his unit with an Insurer if the loss does not exceed One Thousand Dollars.

- (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 of all insurance policies and endorsements thereto, shall be issued as soon as possible to each owner and a duplicate original or certified copy 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.
- (f) Where the Corporation, instead of the insurance trustee receives any proceeds of insurance pursuant to Paragraph 9 of sub-clause (1) of this Clause IX, the proportion of such proceeds attributable to damage to any unit or units shall be held in trust for the Owner or Owners of such Unit or Units and, at the discretion of the Board Directors, may be applied by the Corporation to the repair of such unit or units or may be paid to such owner or owners subject at all times to the interest if any, of the mortgagee.
- (g) Where any insurance proceeds have been paid to an Owner for the purpose of effecting repairs to his unit, than such Owner shall effect such repairs within two months of such payment or within such further period of time as the Board of Directors of the Corporation may permit, and he shall furnish the Corporation with evidence that such repairs

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have been completed in accordance with Clause VII of this Declaration.

(3) By the Owner.

- (a) Each unit owner may be required to obtain and maintain to the fullest extent obtainable, his own 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 in his unit and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for the loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household or guests or any owner or occupant of another unit, except for arson and fraud.
- (b) Each owner may be required to obtain and maintain his own public liability insurance covering any liability of the owner with regard to the property and his unit pursuant to this Declaration to the extent not covered by any public liability and property damage insurance obtained by the Corporation and in no event shall such insurance be for less than Fifty Thousand Dollars (\$50,000.00), or such higher amount as the Board of Directors of the Corporation may decide upon.
- (c) No owner shall obtain and maintain any insurance on his unit other than in accordance with the provisions of this clause IX, without the consent in writing of the Corporation, which may be arbitrarily withheld.
- (d) Each owner must file a certified copy of any policy or policies of insurance obtained and maintained by him pursuant to this sub-clause (3) with the Corporation within ten days of arranging such insurance.

X INSURANCE PROCEEDS

(1) Insurance Trustee

The Board of Directors on behalf of the Corporation shall enter into an agreement with an Insurance Trustee satisfactory to the Mortgagees which shall be a Trust Company registered under The Loan and Trust Corporations Act and having a capital surplus and undivided profits of at least Ten Million Dollars (\$10,000,000.00) or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

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- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed Five Thousand Dollars.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration.
- (c) the disbursements of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
- (d) the notification by the insurance trustee to the mortgagee of any insurance monies received by it.

In the event that the Board of Directors is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the Board of Directors, with the consent of at least 25 per cent of the first mortgagees, may enter into such Agreement with such other corporation authorized to act as a Trustee, as in its discretion the Board of Directors may deem advisable.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursement shall constitute a common expense.

(2) In the event that:

- (a) the Corporation is obligated to repair any unit insured under paragraph (b) sub-clause (1) of Clause IX hereof, in accordance with the provisions of Clause VIII hereof, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse the 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 provision of clause VIII hereof and there is termination in accordance with the provisions of paragraph (d) and (e) of sub-clause (1) of clause VIII hereof, 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 of Directors in accordance with the provisions of Paragraph (a) of Subclause (1) of clause VIII hereof 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 the owners whose units have been damaged, and shall disburse such proceeds for the benefit of the Corporation and the Owners whose units have been damaged, as their respective interests may appear in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the respective obligations to make repairs pursuant to the provisions of clause VII of this Declaration.

Notwithstanding anything to the contrary herein contained any proceeds payable by an Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this sub-clause (2) of Clause X 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.

XI INDEMNIFICATION

(1) 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 any act or omission of such owner, his family or any member thereof, any other occupants of his unit or any guests, invitees or licencees of such owner or occupant 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.

Any sums of money to be paid by an owner to the Corporation pursuant to this sub-clause (1) of clause XI shall include any legal or collection costs incurred by the Corporation in order to collect such sums of money. And all such sums of money shall bear interest at nine per cent (9%) per annum or such higher amount as the Board of Directors of the Corporation may decide upon. The Corporation may collect such sums of money in such installments as the Board of Directors may decide upon, which installments shall be added to the monthly contribution towards the common expenses of such Owner, after receipt of notice from the Corporation thereof. All payments pursuant to this sub-clause (1) are deemed to be additional contributions towards the common expenses and recoverable as such.

(2) The Corporation shall indemnify and save harmless the Owner of each unit from and against any loss, costs, damages, injury or liability whatsoever which may be suffered or incurred by each Owner, his family or any member thereof, any other occupants of his unit or any guests, invitees or licencees of such owner or occu-

pants, resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors, or for damage done to the unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements; provided that, notwithstanding anything hereinbefore contained, each owner agrees to look solely to the proceeds received from the Insurer or Insurers of the public liability and property damage insurance of the Corporation in the event of such loss, costs, damage, injury or liability.

XII TERMINATION

(1) Sale of Property or Part of Common Elements

Sale of the property or any part of the Common Elements may be authorized by a vote of owners who own 80 per cent of the Common elements and by the consent of the persons having registered claims against the property, or that part of the common elements, as the case may be, created after the registration of this Declaration and Description.

(2) Termination of Government

Termination of the government of the property by the Act may be authorized by a vote of owners who own 80 per cent of the common elements and by the consent of the persons having registered claims against the property created after the registration of this Declaration and the Description.

(3) Management after Termination.

In the event that sale of the property or any part of the Common Elements or termination of the government of the property by the Act is authorized, then the Board of Directors of the Corporation may authorize any procedures, rules and regulations and any other matters deemed necessary to complete such sale or termination and to manage the property pending such completion.

XIII EXPROPRIATION

(1) (a) Expropriation in Whole of the Property

In the event of the expropriation of the whole of the property the compensation to be paid for the whole of the property shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary. The compensation received from the expropriating authority, less expenses involved, if any, in obtaining said compensation, shall be distributed among the owners in proportion to their respective interests in the common elements, subject to the rights of any mortgagee.

(b) Notice to Mortgagees

Notice of expropriation shall be given by the Corporation to all mortgagees within ten days of receipt of notice of expropriation by the Corporation.

18

Notwithstanding the above provisions in this sub-clause (1) the rights of each owner shall be separate to negotiate and settle his personal compensation for additions, alterations or improvements made by the owner to his unit after registration of this Declaration, the cost of moving and other similar items personal to each owner.

(2) Part of Common Elements Only Taken

If no units are taken by the expropriation and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary. The Board of Directors may deal with the compensation in any one or more of the following ways:

- (a) to distribute the compensation among the owners in proportion to their respective interests in the common elements subject to the rights of any mortgagees; or
- (b) to retain the compensation as an asset of the Corporation; or
- (c) To use the compensation to add to, change, or alter the Common Elements.

(3) Partial Expropriation Including Units.

In the event of a partial expropriation which includes some units each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the Common Elements. The Compensation for any damage suffered by the remaining owners whose units are not expropriated shall be negotiated and settled by the Board of Directors of the Corporation, whether or not proceedings are necessary; and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining said compensation, shall be distributed proportionately among such remaining owners, except as required in connection with the restoration of the balance of the property.

The cost of restoring the balance of the property so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

(4) Reconstitution of Scheme of Condominium after Reconstruction

In the event of reconstruction as provided in sub-clause (3) of clause XIII hereof, all of the owners and other persons having an

interest in or encumbrance against any part of the property agree to do everything necessary and sign such documents and so vote on all occasions as may be necessary to reconstitute the scheme of the condominium property as follows:

(a) Payment for shares of assets of the Corporation

Any owners whose units have been wholly taken or rendered completely unusable shall have no further interest in the Common Elements or the property itself but shall be entitled only to receive the value of their share of the assets of the Corporation as determined by their percentage interest in the Common Elements. Said assets are to be valued at book value, and in this respect any asset shall be deemed to have a book value of cost less the maximum allowable depreciation that would be allowed on such asset under the Income Tax Act (Canada) then in force .

(b) Determination of value of remaining portion

The value of the portion of any unit partially expropriated or rendered partially unusable by the expropriation and/or reconstruction, together with the interest in the Common Elements of such partial unit, shall be determined, and if it cannot be determined shall be arbitrated. The owners of portions so taken shall receive the appropriate portion of the payment provided by paragraph (a) of this sub-clause (4).

(c) Reduction of Interest in Common Elements

The percentage contribution towards common expenses and the percentage interest in the Common Elements of all units and portions of units that are taken by the expropriating authority shall thereafter be dissolved and ended.

(d) Remaining Interests Expanded:

The remaining interests in the Common Elements and the percentage obligations towards common expenses shall be determined by calculating this percentage as a percentage of the total percentages left in the property after its reconstruction, and shall be increased accordingly.

XIV GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry

(a) The Corporation, or any insurer of the property or

any part thereof, their respective agents, or any other person authorized by the Board of Directors of the Corporation, shall be entitled to enter any unit or any part of the Common Elements over which any owner has the exclusive use and possession thereof, at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements, or part of the Common Elements over which any owner has the exclusive use and possession thereof, 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.
- (e) 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 within the unit or to any part of the Common Elements over which such owner has the exclusive use and possession thereof, without immediately providing to the Corporation a key for each new or changed lock.

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(2) Units Subject to Declaration, By-Laws, Common Element Rules and Rules and Regulations.

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to, and shall comply with, the provisions of this Declaration, the By-laws, including the Common Element Rules, 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, including the Common Element Rules, 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 occupation 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 the provisions of this Declaration 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, including the Common Element Rules, 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) Resolution of Conflict of Provisions.

In the event of a conflict between the provisions of the Act, this Declaration or the By-Laws, including the Common Element Rules, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the By-Laws shall govern; the provisions of the Common Element Rules shall only be valid so

long as they are not in conflict with anything in the Act, this Declaration or those portions of the By-Laws excluding the Common Element Rules.

(6) 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 services 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.

(7) Construction of Declaration

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

(8) Headings.

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

(9) Effective Date.

This Declaration shall take effect upon registration.

DATED AT the City of Toronto, in the Municipality of Metropolitan Toronto, and Province of Ontario, this 15th day of - June 1971.

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

STEVAL CONSTRUCTION LIMITED

PER: 

President



LAND TITLES ACT

I, MURRAY MENKES, of the City of Toronto, in the Municipality of Metropolitan Toronto, make oath and say:

1. I am President of Steval Construction Limited.
2. Murray Menkes, Whose signature is affixed to the annexed (or within) document is the President of the Company and the seal affixed thereto is the Corporate Seal of the said Company.
3. Under the by-laws of the Company the President is empowered to execute on behalf of the Company all deeds and other instruments requiring the seal of the Company.
4. The said Company is, I verily believe the owner of the land mentioned in the said Declaration.

SWORN BEFORE ME at the City)
of Toronto, in the Muni-)
cipality of Metropolitan)
Toronto, this 15th day of)
April 1971.)
Sigid Christa Dodd)
A Commissioner etc.



SIGRID CHRISTA DODD, a Commissioner,
etc., Province of Ontario for RUBINOFF
and PHS of Ontario.
Expires April 19th, 1972.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Markham, in the Regional Municipality of York, (formerly in the Township of Markham, in the County of York,) and being composed of the whole of Blocks A and B according to a Plan of survey of Record registered in the Office of Land Titles at Toronto as M-1345.

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SCHEDULE "B"

CONSENT OF MELVYN PAUL RUBINOFF and PAUL LOKASH, in trust
the registered Owners of Charge B-275297

MELVYN PAUL RUBINOFF and PAUL LOKASH, in trust
hereby consents to the registration of this Declaration pursuant
to The Condominium Act, Statutes of Ontario 1967 and any amendments
thereto.

DATED this 23rd day of July 1971.

Joseph David Goch



MELVYN PAUL RUBINOFF



PAUL LOKASH


LAND TITLES ACT

AFFIDAVIT OF LEGAL AGE

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)
TO WIT:)
I, PAUL LOKASH
of the City of Toronto, in the
Municipality of Metropolitan
Toronto,

in the within instrument named, make oath and say that at the time
of the execution of the within instrument, I was of the full age
of twenty-one years or over.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 2nd day of)
April 1971.)



Paul Lokash

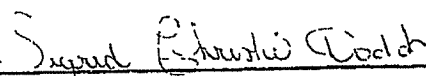
A COMMISSIONER, ETC. SIGRID CHRISTA DODD, a Commissioner,
etc., P. I. 10111 P. 317 Jif
And h. 10111 P. 317 Jif
Expires April 19th, 1973.

AFFIDAVIT OF WITNESS

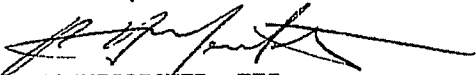
I, SIGRID CHRISTA DODD,
of the City of Toronto, in the Municipality of Metropolitan Toronto,
make oath and say:-

1. I am well acquainted with Paul Lokash,
named in the annexed document, and saw him sign the said document,
and the signature at the foot of the said document is in his hand-
writing, and he is, I verily believe, one of the encumbrancers re-
ferred to in the annexed Condominium Declaration.
2. The said Paul Lokash
is of the age of twenty-one years or over, is of sound mind, and
signed the document voluntarily at the City of Toronto, in the
Municipality of Metropolitan Toronto, in the Province of Ontario.
3. I am a subscribing witness to the said document.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 2nd day)
of April 1971.)



Sigrid Christa Dodd



A COMMISSIONER, ETC.

LAND TITLES ACT
AFFIDAVIT OF LEGAL AGE

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK) I, MELVYN PAUL RUBINOFF
TO WIT:) of the City of Toronto, in the
Municipality of Metropolitan
Toronto,

in the within instrument named, make oath and say that at the time of the execution of the within instrument, I was of the full age of twenty-one years or over.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 23rd day of)
April 1971.)
Sigrid Christa Dodd



Melvyn Paul Rubinoff

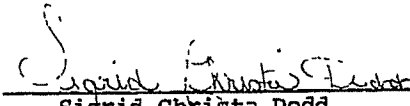
A COMMISSIONER, ETC. SIGRID CHRISTA DODD, a Commissioner,
etc., Province of Ont. for RUBINOFF
and RUBINOFF's sisters.
Expires April 19th, 1973.

AFFIDAVIT OF WITNESS

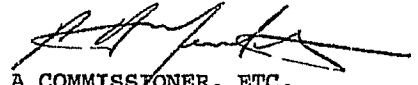
I, SIGRID CHRISTA DODD,
of the City of Toronto, in the Municipality of Metropolitan Toronto,
make oath and say:-

1. I am well acquainted with Melvyn Paul Rubinoff, named in the annexed document, and saw him sign the said document, and the signature at the foot of the said document is in his hand-writing, and he is, I verily believe, one of the encumbrancers referred to in the annexed Condominium Declaration.
2. The said Melvyn Paul Rubinoff, is of the age of twenty-one years or over, is of sound mind, and signed the document voluntarily at the City of Toronto, in the Municipality of Metropolitan Toronto, in the Province of Ontario.
3. I am a subscribing witness to the said document.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 23rd day)
of April 1971.)



Sigrid Christa Dodd


A COMMISSIONER, ETC.

SCHEDULE "B"

CONSENT OF MELVYN PAUL RUBINOFF and PAUL LOKASH, in trust,
the registered owners of Charge B-281976

MELVYN PAUL RUBINOFF and PAUL LOKASH, in trust
hereby consents to the registration of this Declaration pursuant
to The Condominium Act, Statutes of Ontario 1967 and any amendments
thereto.

DATED this 23rd day of April 1976

Signia Christa Dodd




LAND TITLES ACT

AFFIDAVIT OF LEGAL AGE

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)
TO WIT:)
I, PAUL LOKASH
of the City of Toronto, in the
Municipality of Metropolitan
Toronto,

in the within instrument named, make oath and say that at the time
of the execution of the within instrument, I was of the full age
of twenty-one years or over.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 23rd day of)
April 1971.)
Sigrid Christa Dodd



Paul Lokash

A COMMISSIONER, ETC.

SIGRID CHRISTA DODD, a Commissioner,
etc., Province of Ontario for RUBINOFF
and RUBINOFF, Barristers.
Expires April 19th, 1973.

AFFIDAVIT OF WITNESS

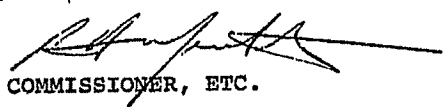
I, SIGRID CHRISTA DODD
of the City of Toronto, in the Municipality of Metropolitan Toronto,
make oath and say:-

1. I am well acquainted with Paul Lokash
named in the annexed document, and saw him sign the said document,
and the signature at the foot of the said document is in his hand-
writing, and he is, I verily believe, one of the encumbrancers re-
ferred to in the annexed Condominium Declaration.
2. The said Paul Lokash
is of the age of twenty-one years or over, is of sound mind, and
signed the document voluntarily at the City of Toronto, in the
Municipality of Metropolitan Toronto, in the Province of Ontario.
3. I am a subscribing witness to the said document.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 23rd day)
of April 1971.)



Sigrid Christa Dodd


A COMMISSIONER, ETC.

LAND TITLES ACT

AFFIDAVIT OF LEGAL AGE

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)
TO WIT:) I, Melvyn Paul Rubinoff,
) of the City of Toronto, in the
) Municipality of Metropolitan
) Toronto,

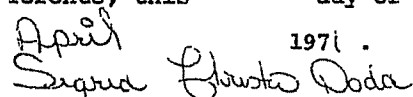
in the within instrument named, make oath and say that at the time of the execution of the within instrument, I was of the full age of twenty-one years or over.

SWORN before me at the)
City of Toronto, in the)



Melvyn Paul Rubinoff

Municipality of Metropolitan)
Toronto, this 23rd day of)
April 1971.)



A COMMISSIONER, ETC. SIGRID CHRISTA DODD, a Commissioner,
etc., Permitted to act for RUBINOFF
and RUBINOFF's Beneficiaries.
Expires April 19th, 1973.

AFFIDAVIT OF WITNESS

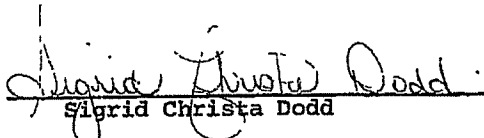
I, SIGRID CHRISTA DODD
of the City of Toronto, in the Municipality of Metropolitan Toronto,
make oath and say:-

1. I am well acquainted with Melvyn Paul Rubinoff, named in the annexed document, and saw him sign the said document, and the signature at the foot of the said document is in his handwriting, and he is, I verily believe, one of the encumbrancers referred to in the annexed Condominium Declaration.


2. The said Melvyn Paul Rubinoff is of the age of twenty-one years or over, is of sound mind, and signed the document voluntarily at the City of Toronto, in the Municipality of Metropolitan Toronto, in the Province of Ontario.

3. I am a subscribing witness to the said document.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 23rd day)
of April 1971.)



Sigrid Christa Dodd


A COMMISSIONER, ETC.

SCHEDULE "B"

CONSENT OF THE CORPORATION OF THE TOWN OF MARKHAM

THE CORPORATION OF THE TOWN OF MARKHAM

hereby consents to the registration of this Declaration pursuant to The Condominium Act, Statutes of Ontario 1967 and any amendments thereto.

DATED this 23rd day of April 1971.

THE CORPORATION OF THE TOWN OF MARKHAM

PER:

PER:

Anthony Rouse
11.9.70
[Signature]
02.7.71

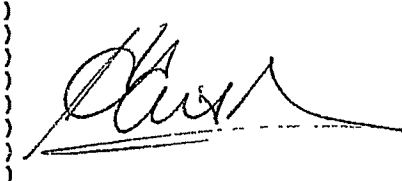



THE LAND TITLES ACT

I, H.C.T. Crisp of the Town of Markham, in the Regional Municipality of York, make oath and say:

1. I am Clerk of the Town of Markham.
2. Anthony Roman whose signature is affixed to the annexed (or within) document is the Mayor of the Corporation, and H. C. T. Crisp whose signature is also affixed thereto is the thereof, and the seal affixed thereto is the Corporate seal of the said Corporation.
3. Under the by-laws of the Corporation the Mayor and Clerk are empowered to execute on behalf of the Corporation all deeds and other instruments requiring the seal of the Corporation.
4. The said Corporation has an interest in the said lands by virtue of a Site Plan Agreement registered in the Office of Land Titles at Toronto as Number B-282349.

SWORN BEFORE ME at Town of
Markham, in the Regional
Municipality of York, this
27th day of April 1971.




A Commissioner etc. DEPUTY CLERK
TOWN OF MARKHAM
A COMMISSIONER IN AND
FOR THE JUDICIAL DISTRICT
OF YORK.

SCHEDULE "B"

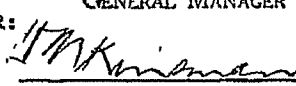
CONSENT OF THE BANK OF NOVA SCOTIA , the registered
Owner of Charge Number B- 284249

THE BANK OF NOVA SCOTIA
hereby consents to the registration of this Declaration pursuant
to The Condominium Act, Statutes of Ontario 1967 and any amendments
thereto.


DATED this 6th day of May 1971.

THE BANK OF NOVA SCOTIA

PER: 
GENERAL MANAGER

PER: 
SECRETARY



B.N.S. cons
No. 5071
Applic 51
Execut. 

34

LAND TITLES ACT

I, Louise May Boyd of the City of Toronto, in the Municipality of Metropolitan Toronto, make oath and say:

1. I am Assistant Secretary of THE BANK OF NOVA SCOTIA William James Ian Dixon whose signature is affixed to the annexed (or within) document is the General Manager of the Company, and Hugh Martin Kinsma whose signature is also affixed thereto is the Secretary thereof, and the seal affixed thereto is the Corporate seal of the said Company.
3. Under the by-laws of the Company the General Manager and Secretary are empowered to execute on behalf of the Company all deeds and other instruments requiring the seal of the Company.
4. The said Company is, I verily believe the owner of the charge mentioned in the said document.

SWORN before me at the City of)
Toronto, in the Municipality of)
Metropolitan Toronto this 13th)
day of May, 1971.)

Patricia R. Herman
A Commissioner etc.

L.M. Boyd

35'

SCHEDULE "C"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PERCENTAGE OF COMMON INTEREST AND PROPOR- TION OF COMMON EXPENSES</u>
1	1	1.706%
2	1	1.706%
3	1	1.706%
4	1	1.706%
5	1	1.706%
6	1	1.706%
7	1	1.706%
8	1	1.706%
9	1	1.706%
10	1	1.706%
11	1	1.706%
12	1	1.706%
13	1	1.706%
14	1	1.706%
15	1	1.739%
16	1	1.739%
17	1	1.739%
18	1	1.739%
19	1	1.739%
20	1	1.739%
21	1	1.739%
22	1	1.739%
23	1	1.739%
24	1	1.739%
25	1	1.739%
26	1	1.739%
27	1	1.739%
28	1	1.706%
29	1	1.706%

SCHEDULE "C"

PAGE 2

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PERCENTAGE OF COMMON INTEREST AND PROPOR- TION OF COMMON EXPENSES</u>
30	1	1.706%
31	1	1.706%
32	1	1.706%
33	1	1.706%
34	1	1.706%
35	1	1.706%
36	1	1.706%
37	1	1.706%
38	1	1.706%
39	1	1.706%
40	1	1.706%
41	1	1.706%
42	1	1.706%
43	1	1.706%
44	1	1.706%
45	1	1.706%
46	1	1.706%
47	1	1.706%
48	1	1.706%
49	1	1.706%
50	1	1.706%
51	1	1.810%
52	1	1.810%
53	1	1.810%
54	1	1.810%
55	1	1.810%
56	1	1.809%
57	1	1.706%
58	1	1.706%

37