

YCC 81

DECLARATION MADE PURSUANT TO  
THE CONDOMINIUM ACT

THIS DECLARATION made this 9th day of May, 1972, by JESPERSEN-KAY SYSTEMS LIMITED, a company incorporated under the laws of the Province of Ontario, hereinafter called the "Declarant".

WHEREAS the Declarant is the owner in fee simple of the lands and premises in the Borough of Scarborough, in the Municipality of Metropolitan Toronto, more particularly described in the description being Schedule "A" hereto, and consisting of a building containing one hundred and eighty-three (183) dwelling units;

AND WHEREAS the Declarant intends that the said lands be governed by The Condominium Act, R. S. O. 1970, C. 77, and any amendments thereto, hereinafter referred to as "The Act".

NOW THEREFORE the Declarant hereby declares as follows:

ARTICLE I

DEFINITIONS

1.01 The terms used herein shall have ascribed to them the definitions contained in The Act.

ARTICLE II

STATEMENT OF INTENTION

2.01 The Declarant as the owner in fee simple of the lands and premises more particularly described in Schedule "A" attached hereto intends that the same be governed by The Act.

1-1-72  
210

YCC 81

DECLARATION MADE PURSUANT TO  
THE CONDOMINIUM ACT

THIS DECLARATION made this 9th day of May, 1972, by JESPERSEN-KAY SYSTEMS LIMITED, a company incorporated under the laws of the Province of Ontario, hereinafter called the "Declarant".

WHEREAS the Declarant is the owner in fee simple of the lands and premises in the Borough of Scarborough, in the Municipality of Metropolitan Toronto, more particularly described in the description being Schedule "A" hereto, and consisting of a building containing one hundred and eighty-three (183) dwelling units;

AND WHEREAS the Declarant intends that the said lands be governed by The Condominium Act, R. S. O. 1970, C. 77, and any amendments thereto, hereinafter referred to as "The Act".

NOW THEREFORE the Declarant hereby declares as follows:

ARTICLE I

DEFINITIONS

1.01 The terms used herein shall have ascribed to them the definitions contained in The Act.

ARTICLE II

STATEMENT OF INTENTION

2.01 The Declarant as the owner in fee simple of the lands and premises more particularly described in Schedule "A" attached hereto intends that the same be governed by The Act.

121 J. J. J.  
210

18 334

ARTICLE III

CONSENT OF ENCUMBRANCERS

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

ARTICLE IV

BOUNDARIES OF UNIT

4.01 Each unit shall comprise the area measured,

(a) Horizontally, from the unit side of the concrete surface of the exterior walls of the building to the unit side of the concrete 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. The unit boundaries in the vicinity of the pipe spaces shall be the back side of the dry wall.

(b) Vertically, from the upper surface of the concrete floor to the undersurface of the concrete ceiling.

4.02 Notwithstanding the foregoing, the unit shall not include,

(a) Concrete load bearing shear walls within the unit.

(b) Doors leading out of the unit, and windows.

(c) Such pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, gas, water, heating or drainage which are within any walls or floors.

(d) Any heating equipment, including without limitation: boilers, pipes, radiators and controls.

4.03 The monuments controlling the extent of the unit are the physical surfaces described in the unit boundary defined in the above.

ARTICLE V

PROPORTIONS OF COMMON INTEREST AND  
CONTRIBUTIONS TO THE COMMON EXPENSES

5.01 The proportions of the interest in the common elements appurtenant to the units and proportions allocated to the units in which the owners are to contribute to the common expenses are as set out in Schedule "C" attached.

ARTICLE VI

ADDRESS FOR SERVICE

6.01 The corporation's address for service shall be 2 Glamorgan Avenue, Scarborough, Ontario.

ARTICLE VII

PROVISIONS RESPECTING THE USE  
OF PARTS OF COMMON ELEMENTS

7.01 (a) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a parking space designated by the corporation from time to time.

(b) The owner of each unit whose unit has sole access to a balcony or patio shall have the exclusive use thereof subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto.

7.02 No owner shall without the written consent of the board have 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, or any other part of the common elements used for the care or maintenance of the property.

7.03 All parking spaces not designated under Section 7.01(a) shall be reserved exclusively for parking by guests, visitors and such other persons as the board from time to time may determine

#### ARTICLE VIII

#### USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS

8.01 Each unit shall be occupied and used only as a residence for a single family 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 on the property, until all units have been sold by the Declarant.

8.02 No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article XIV of this declaration.

8.03 Except as herein provided, no part of the common elements shall be used for any purpose other than for purposes incidental to the use of the units as single family private residences. Notwithstanding the foregoing no part of the common elements shall be occupied or used for parking, standing, placing, storing, leaving or permitting the leaving of any motorized vehicle including an automobile (except as provided in Section 7.01(a)), snowmobile, bicycle, motorcycle, truck, trailer, cart, wagon, boat, houseboat or any other article or thing which the board may from time to time by by-law deem to be included within the aforesaid or deem to adversely affect the use of the common elements. The board may, upon determining that a part of the common elements has been or is being used or occupied for a purpose herein prohibited, cause such use or occupation

to be terminated in such manner as the board, in its sole discretion, deems necessary, the cost of which shall be borne jointly and severally by the owner of the unit having exclusive use of the part of the common elements so affected, where applicable, and the owner of such chattel as is found to be the cause for violation of such prohibited use or occupation.

8.04 (a) No one shall harm, mutilate, destroy, alter or litter any of the landscaping on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

(b) No animal, livestock or fowl of any kind shall be kept in any part of any unit or the common elements.

(c) No stores of coal or any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit on any part of the common elements.

(d) No building or structure or tent shall be erected, and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

(e) No part of the common elements shall be used for the erection, placing or maintenance of clothes lines, incinerator, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation, or for the disposal of rubbish, garbage or waste, unless same is authorized by the board or is in existence at the date of the sale to the initial owner.

(f) No private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature shall be parked or located upon the common elements or any part thereof; and all automobiles may be parked only in locations properly paved and provided for them.

(g) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on any part

of the common elements, except for a connection with a common television cable system.

(h) All garbage shall be placed in the garbage collection area.

(i) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of the units or the common elements without the prior written consent of the corporation.

(j) No unit owner shall make any change to any installation upon the common elements without the prior written consent thereto of the board.

(k) In the event an owner causes or permits to be caused any of the aforesaid, the corporation shall correct such infraction, the cost of which shall be borne by the owner and collected from him as a common expense.

8.05 Notwithstanding anything hereinbefore contained, the Declarant may transfer to the corporation certain units or other space to be used for such purposes as are incidental to the management and/or the operation of the property, and without limiting the generality of the foregoing, as office space and management space and for such residential purposes as a resident manager or superintendent may require. The costs of such use of any unit or units (including mortgage, utility and tax payments thereon) shall be a common expense.

#### ARTICLE IX

##### RIGHTS OF ENTRY

9.01 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 a common element of which any owner has the exclusive use, at all reasonable times and upon giving reasonable

notice, for the purpose of making inspections, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation. In case of an emergency, an agent of the corporation may enter the unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements of which any owner has exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or anyone authorized by it may determine whether an emergency exists. If any 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. 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.

9.02 The corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use, without immediately providing to the corporation a key for each new or changed lock.

#### ARTICLE X

##### BY-LAWS

10.01 The corporation may, by a vote of members who own 66-2/3% 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 toward the common expenses;
- (i) respecting the conduct generally of the affairs of the corporation.

#### ARTICLE XI

##### THE CORPORATION

11.01 Duties of the corporation: The duties of the corporation shall include, but shall not be limited to the following:

- (a) operation, care, upkeep and maintenance of the common elements;
- (b) collection of the common element charges from the owners;
- (c) supplying heat, hydro and water to the building, except where the corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and the corporation shall not be liable for indirect or consequential damages or for damages for personal

discomfort or illness by reason of the breach of such duty;

- (d) obtaining and maintaining insurance for the property as may be required by the declaration or by-laws;
- (e) repairing and restoring of the common elements in accordance with the provisions of The Act, the declaration and by-laws;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
- (g) causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees.

11.02 Powers of the corporation: The powers of the corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules and regulations concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, including but not limited to the foregoing duties;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- (e) investing reserves held by the corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1960, Chapter 408 and amendments thereto.

and convertible into cash in not more than ninety (90) days;

- (f) mortgaging the unit or units referred to in Section 8.09.

#### ARTICLE XII

##### COMMON EXPENSES

12.01 Common expenses, without limiting the definition ascribed thereto by The Act, shall include the following:

- (a) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (b) remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (c) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (d) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (e) the cost of legal, accounting and auditing services;
- (f) the cost of appraisals made pursuant to Section 15.09 of this declaration;
- (g) the fees and disbursements of the Insurance Trustee;
- (h) the cost of maintaining fidelity bonds as provided in the by-laws;

(i) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation provided that such borrowing shall have been authorized by the owners at a meeting duly called for that purpose.

#### ARTICLE XIII

##### MAINTENANCE AND REPAIRS

13.01 Maintenance and Repairs by the owners: Subject to the provisions of Section 17 of The Act, all maintenance of and repairs to any unit shall be made by the owner of such unit, and each owner shall be responsible for all damage to any and all other units and to the common elements, that his failure so to do may engender, save and except such damage to the common elements as may be covered by insurance. Each owner shall be responsible for all damage to the common elements caused by his negligence, misuse or unusual or unreasonable use thereof. The corporation shall make any repairs that an owner is obliged to make and are not made within a reasonable time. Should such repairs by the corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be deemed to have consented to having such repairs made by the corporation and such owner shall be obliged to reimburse the corporation for the cost of such repairs. In the event that any owner shall not maintain his unit to the standard as established by the board from time to time, the corporation shall effect such maintenance as is required to bring the unit up to that standard, and the cost thereof shall be collected from that owner as if it were a common expense.

13.02 Repairs by the corporation: All repairs to the common elements shall be made by the corporation. Wherever the corporation is under a duty to repair any unit pursuant to the provisions of Section 17 of The Act, such duty extends to all improvements to the unit made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of this declaration.

13.03 Maintenance of Common Elements: The common elements shall be maintained by the corporation, save and except for any inner surface of any window, or inner surface of doors leading out of any unit, which excluded portions of common elements shall be maintained by each owner having the exclusive use thereof.

13.04 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 any inner surface of any window or inner surface of doors leading out of any unit, of which such owner has the exclusive use).

#### ARTICLE XIV

##### DAMAGE TO THE BUILDING

14.01 Where the board has determined whether there has been substantial damage to 25% (or such greater percentage as may be specified in this declaration), of the building, notice of such determination shall within ten (10) 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 By-law No. 1 of the corporation. Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair.

#### ARTICLE XV

##### INSURANCE

15.01 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) Public liability and property damage

insurance insuring the liability of the corporation with limits to be determined by the board but in no event for less than Five Million Dollars (\$5,000,000).

(b) Insurance against damage by fire and extended perils and such other perils as the board may from time to time deem advisable, insuring

(i) the property without deduction for depreciation, 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, which policy may be subject to a loss deductible clause.

(c) Insurance against damage by fire and extended perils 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, in an amount equal to the full replacement cost of such units.

15.02 The policy or policies of insurance referred to in Section 15.01 shall provide that no act or omission or breach of a statutory condition by any owner or owners will render void the policy or policies of insurance.

15.03 The coverage under the policy or policies of insurance referred to in Section 15.01 shall not be brought into contribution with any insurance coverage purchased by an owner.

15.04 The policy or policies of insurance referred to in paragraphs (b) and (c) of Section 15.01 shall provide that, subject to Section 15.06, loss shall be payable to the Insurance Trustee. The corporation shall have the exclusive right to adjust any loss with the insurer, and 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 with the insurer.

15.05 In the event that:

(a) the corporation is obliged to repair any unit insured under paragraph (c) of Section 15.01 in accordance with the provisions of Section 17(2) of The Act, the Insurance Trustee shall hold all proceeds for the corporation and disburse the same in accordance with the provisions of the Insurance Trust Agreement, in satisfaction of the corporation's obligation 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 corporation shall have the right to elect a cash settlement without deduction for depreciation instead of permitting the insurer to restore the building and the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective common interests and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation;

- 1. -

(c) the board in accordance with the provisions of Section 17(1) of The Act, determines that there has not been substantial damage to twenty-five percent (25%) of the building, such proceeds shall be held by the Insurance Trustee and disbursed for the benefit of the corporation and of such owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement.

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 Section 15.05 shall be paid to any mortgagees whose mortgages are registered against title to such owner's unit to the extent of the amount due under such mortgages and to the corporation in satisfaction of the amount due under any liens registered by the corporation against such unit.

15.06 Notwithstanding anything contained in Section 15.01, the policy or policies of insurance referred to in paragraphs (b) and (c) of Section 15.01 shall provide that where the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed \$5,000, loss shall be payable to the corporation and not to the Insurance Trustee.

15.07 Where the corporation receives any proceeds of insurance pursuant to Section 15.06, 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 in the discretion of the board may be applied by the corporation to the repair of such unit or units or paid to such owner or owners.



15.08 All policies of insurance as provided pursuant to paragraphs (b) and (c) of Section 15.01, shall insure the interests of the corporation and the owners from time to time as their respective interests may appear and shall contain waivers of subrogation against the corporation and the owners, except for arson and fraud, and shall provide that such policies may not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose interests appear thereon and to the Insurance Trustee.

15.09 No insured other than the corporation shall be entitled to amend any policy 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 Article XV.

15.10 Where any insurance proceeds have been paid to any owner for the purpose of effecting repairs to such owner's unit, such owner shall effect such repairs within two months of such payment or within such further period of time as the board may permit, and shall furnish the corporation with evidence that such repairs have been completed.

15.11 Prior to obtaining any policy of insurance under paragraphs (b) and (c) of Section 15.01, or any renewal 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 effected pursuant to this Article XV, and the cost of such appraisal shall be a common expense.

15.12 Insurance Trustee: The board on behalf of 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 under paragraphs (b) and (c) of Section 15.01 where such proceeds exceed \$5,000;

(b) the holding of such proceeds in trust for those entitled thereto in accordance with this Article;

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

In the event that the board is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, the board may enter into such agreement with such other corporation authorized to act as a Trustee, as in its discretion the board may deem advisable.

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

15.13 The Duplicate Original or a Certified Copy of the policy or policies of insurance referred to in Section 15.01 and certified copies of any endorsements thereon shall be provided to any mortgagee whose mortgage is noted in the

corporation's register. The owners of all units shall receive certificates of such insurance.

15.14 Such mortgagee shall receive a renewal certificate in respect of any policy of insurance entered into by the corporation, or a certified copy of any replacing policy or policies and a certified copy of any endorsements thereon, not later than ten (10) days before the expiry date of the then current policy.

#### ARTICLE XVI

##### INDEMNIFICATION

16.01 Each owner shall indemnify the corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or by any guest of such owner or resident, except for any loss, cost, damage or injury caused by an insured (as defined in any policy of insurance), and insured against by the corporation.

#### ARTICLE XVII

##### UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS

17.01 All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of this declaration, the by-laws and the rules and regulations. 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 the 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 land 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. Provided that the giving of a lease or right of occupancy for any unit shall not in any way release an owner from the obligations and provisions of this declaration, the by-laws and the rules and regulations.

#### ARTICLE XVIII

##### FIRST MEETINGS OF MEMBERS AND BOARD OF DIRECTORS

18.01 As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purpose of electing directors. At such meeting, two directors shall be elected to hold office for a term of one year from the date of their election; two directors shall be elected to hold office for a term of two years from the date of their election; and one director shall be elected to hold office for a term of three years from the date of his election.

18.02 The board so elected may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, provided a quorum of directors is present.

#### ARTICLE XIX

##### EXPROPRIATION

19.01 In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated and finalized by the corporation

subject to the ratification or such compensation by the owners of 75% of the common interests at a special meeting called for that purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation shall be distributed among the owners in proportion to their interest in the common elements.

19.02 If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the corporation whether or not proceedings are necessary, and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

#### ARTICLE XX

##### INVALIDITY

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

#### ARTICLE XXI

##### WAIVER

21.01 No provision contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

#### ARTICLE XXII

##### GENDER

22.01 The use of the masculine gender in this declaration shall be deemed to refer to the feminine or neuter and the

SCHEDULE "A"

The whole of Parcel C-1 in the Register for Section 8-8778, being Block C and parts of Blocks D and E according to Plan Number 8778 Scarborough registered in the Registry Office for the Registry Division of Toronto Boroughs and York South, designated as Parts 1 and 2 on a Plan of Survey of record in the Office of Land Titles at Toronto as Number 66R-5253.

Subject to an easement in favour of The Corporation of the Borough of Scarborough over said Part 1 as set out in Instrument Number 420270 Scarborough.

use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

DATED at Toronto this      day of      1972.

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

JESPERSEN-KAY SYSTEMS LIMITED

---

---

SCHEDULE "D"

The undersigned, being persons having registered encumbrances against the lands or interest appurtenant to the lands described in Schedule "A" hereto, hereby consent to the registration of this Declaration.

1. FEDERAL SAVINGS AND LOAN CORPORATION

Per [Signature]  
President

[Signature]  
Secretary

2. COMMODORE INVESTMENTS LIMITED

Per [Signature]  
President

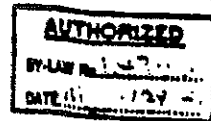
[Signature]  
Vice-President

[Signature]  
Manning Harold Rosbuck, Trustee

The Municipal Corporation of the Borough of Scarborough hereby consents to the registration of this Declaration.

THE MUNICIPAL CORPORATION OF THE  
BOROUGH OF SCARBOROUGH

Per [Signature]  
[Signature]





LAND TITLES ACT

I, MANNING HAROLD ROEBUCK, named in the above document, make oath and say:-

1. That at the time of the execution of the within document I was of the age of eighteen years or over.

SWORN before me at the City of  
Toronto, in the Municipality of  
Metropolitan Toronto, this 11th  
day of April, 1972.



A Commissioner, etc.

LAND TITLES ACT

I, MANNING HAROLD ROEBUCK, named in the within document, of the City of Toronto, in the Municipality of Metropolitan Toronto, make oath and say:-

1. That I am well acquainted with Manning Harold Roebuck, named in the within document and saw him sign the said document and the signature purporting to be his signature at the foot of the said document is in his handwriting.
2. The said Manning Harold Roebuck is of the full age of eighteen years, is of sound mind and signed the said 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 11th  
day of April, 1972.



A Commissioner, etc.

SCHEDULE "C"

| <u>Level</u> | <u>Unit Number</u> | <u>Proportion of<br/>Contributions to<br/>Common Expenses</u> | <u>Proportion of<br/>Interest<br/>Common Expenses</u> |
|--------------|--------------------|---|---|
| 1            | 1                  | .569352   | .566932   |
| 1            | 2                  | .476968   | .441439   |
| 1            | 3                  | .476968   | .470967   |
| 1            | 4                  | .569352   | .566932   |
| 1            | 5                  | .569352   | .566932   |
| 1            | 6                  | .476968   | .470967   |
| 1            | 7                  | .569352   | .566932   |
| 2            | 1                  | .569352   | .571361   |
| 2            | 2                  | .569352   | .571361   |
| 2            | 3                  | .569352   | .571361   |
| 2            | 4                  | .569352   | .571361   |
| 2            | 5                  | .476968   | .475396   |
| 2            | 6                  | .476968   | .475396   |
| 2            | 7                  | .699353   | .674708   |
| 2            | 8                  | .492917   | .499018   |
| 2            | 9                  | .476968   | .445868   |
| 2            | 10                 | .621864   | .600889   |
| 2            | 11                 | .476968   | .445868   |
| 2            | 12                 | .476968   | .445868   |
| 2            | 13                 | .569352   | .571361   |
| 2            | 14                 | .569352   | .571361   |
| 2            | 15                 | .569352   | .571361   |
| 2            | 16                 | .569352   | .571361   |
| 3            | 1                  | .569352   | .571361   |
| 3            | 2                  | .569352   | .571361   |
| 3            | 3                  | .569352   | .571361   |
| 3            | 4                  | .569352   | .571361   |
| 3            | 5                  | .476968   | .445868   |
| 3            | 6                  | .476968   | .475396   |
| 3            | 7                  | .699353   | .674708   |
| 3            | 8                  | .492917   | .499018   |
| 3            | 9                  | .476968   | .445868   |
| 3            | 10                 | .621864   | .600889   |
| 3            | 11                 | .476968   | .475396   |
| 3            | 12                 | .476968   | .445868   |
| 3            | 13                 | .569352   | .571361   |
| 3            | 14                 | .569352   | .571361   |
| 3            | 15                 | .569352   | .571361   |
| 3            | 16                 | .569352   | .571361   |

page 2  
SCHEDULE "C"

| <u>Level</u> | <u>Unit Number</u> | <u>Proportion of<br/>Contributions to<br/>Common Expenses</u> | <u>Proportion of<br/>Interest in<br/>Common Element</u> |
|--------------|--------------------|---|---|
| 4            | 1                  | .569352   | .575790   |
| 4            | 2                  | .569352   | .575790   |
| 4            | 3                  | .569352   | .575790   |
| 4            | 4                  | .569352   | .575790   |
| 4            | 5                  | .476968   | .479825   |
| 4            | 6                  | .476968   | .450297   |
| 4            | 7                  | .699353   | .679138   |
| 4            | 8                  | .492917   | .503447   |
| 4            | 9                  | .476968   | .450297   |
| 4            | 10                 | .621864   | .605318   |
| 4            | 11                 | .476968   | .450297   |
| 4            | 12                 | .476968   | .450297   |
| 4            | 13                 | .569352   | .575790   |
| 4            | 14                 | .569352   | .575790   |
| 4            | 15                 | .569352   | .575790   |
| 4            | 16                 | .569352   | .575790   |
| 5            | 1                  | .569352   | .575790   |
| 5            | 2                  | .569352   | .575790   |
| 5            | 3                  | .569352   | .575790   |
| 5            | 4                  | .569352   | .575790   |
| 5            | 5                  | .476968   | .479825   |
| 5            | 6                  | .476968   | .479825   |
| 5            | 7                  | .699353   | .679138   |
| 5            | 8                  | .492917   | .503447   |
| 5            | 9                  | .476968   | .450297   |
| 5            | 10                 | .621864   | .605318   |
| 5            | 11                 | .476968   | .450297   |
| 5            | 12                 | .476968   | .450297   |
| 5            | 13                 | .569352   | .575790   |
| 5            | 14                 | .569352   | .575790   |
| 5            | 15                 | .569352   | .575790   |
| 5            | 16                 | .569352   | .575790   |
| 6            | 1                  | .569352   | .575790   |
| 6            | 2                  | .569352   | .575790   |
| 6            | 3                  | .569352   | .575790   |
| 6            | 4                  | .569352   | .575790   |
| 6            | 5                  | .476968   | .450297   |
| 6            | 6                  | .476968   | .479825   |
| 6            | 7                  | .699353   | .679138   |
| 6            | 8                  | .492917   | .503447   |
| 6            | 9                  | .476968   | .479825   |
| 6            | 10                 | .621864   | .605318   |
| 6            | 11                 | .476968   | .450297   |

SCHEDULE "C"

| <u>Level</u> | <u>Unit Number</u> | <u>Proportion of<br/>Contributions to<br/>Common Expenses</u> | <u>Proportion of<br/>Interest in<br/>Common Elements</u> |
|--------------|--------------------|---|--|
| 6            | 13                 | .569352   |  |
| 6            | 14                 | .569352   | .575790  |
| 6            | 15                 | .569352   | .575790  |
| 6            | 16                 | .569352   | .575790  |
| 7            | 1                  | .569352   | .575790  |
| 7            | 2                  | .569352   | .580219  |
| 7            | 3                  | .569352   | .580219  |
| 7            | 4                  | .569352   | .580219  |
| 7            | 5                  | .476968   | .580219  |
| 7            | 6                  | .476968   | .484254  |
| 7            | 7                  | .699353   | .484254  |
| 7            | 8                  | .492917   | .683567  |
| 7            | 9                  | .476968   | .507877  |
| 7            | 10                 | .621864   | .454727  |
| 7            | 11                 | .476968   | .609747  |
| 7            | 12                 | .476968   | .454727  |
| 7            | 13                 | .569352   | .454727  |
| 7            | 14                 | .569352   | .580219  |
| 7            | 15                 | .569352   | .580219  |
| 7            | 16                 | .569352   | .580219  |
| 8            | 1                  | .569352   | .580219  |
| 8            | 2                  | .569352   | .580219  |
| 8            | 3                  | .569352   | .580219  |
| 8            | 4                  | .569352   | .580219  |
| 8            | 5                  | .476968   | .580219  |
| 8            | 6                  | .476968   | .484254  |
| 8            | 7                  | .699353   | .484254  |
| 8            | 8                  | .492917   | .683567  |
| 8            | 9                  | .476968   | .507877  |
| 8            | 10                 | .621864   | .454727  |
| 8            | 11                 | .476968   | .609747  |
| 8            | 12                 | .476968   | .454727  |
| 8            | 13                 | .569352   | .454727  |
| 8            | 14                 | .569352   | .580219  |
| 8            | 15                 | .569352   | .580219  |
| 8            | 16                 | .569352   | .580219  |

SCHEDULE "C"

| <u>Level</u> | <u>Unit Number</u> | <u>Proportion of<br/>Contributions to<br/>Common Expenses</u> | <u>Proportion of<br/>Interest in<br/>Common Elements</u> |
|--------------|--------------------|---|--|
| 9            | 1                  | .569352   | .580219  |
| 9            | 2                  | .569352   | .580219  |
| 9            | 3                  | .569352   | .580219  |
| 9            | 4                  | .569352   | .580219  |
| 9            | 5                  | .476968   | .484254  |
| 9            | 6                  | .476968   | .484254  |
| 9            | 7                  | .699353   | .683567  |
| 9            | 8                  | .492917   | .507877  |
| 9            | 9                  | .476968   | .454727  |
| 9            | 10                 | .621864   | .609747  |
| 9            | 11                 | .476968   | .454727  |
| 9            | 12                 | .476968   | .454727  |
| 9            | 13                 | .569352   | .580219  |
| 9            | 14                 | .569352   | .580219  |
| 9            | 15                 | .569352   | .580219  |
| 9            | 16                 | .569352   | .580219  |
| 10           | 1                  | .569352   | .584649  |
| 10           | 2                  | .569352   | .584649  |
| 10           | 3                  | .569352   | .584649  |
| 10           | 4                  | .569352   | .584649  |
| 10           | 5                  | .476968   | .488684  |
| 10           | 6                  | .476968   | .488684  |
| 10           | 7                  | .699353   | .687997  |
| 10           | 8                  | .492917   | .512306  |
| 10           | 9                  | .476968   | .459156  |
| 10           | 10                 | .621864   | .614176  |
| 10           | 11                 | .476968   | .459156  |
| 10           | 12                 | .476968   | .459156  |
| 10           | 13                 | .569352   | .584649  |
| 10           | 14                 | .569352   | .584649  |
| 10           | 15                 | .569352   | .584649  |
| 10           | 16                 | .569352   | .584649  |
| 11           | 1                  | .569352   | .584649  |
| 11           | 2                  | .569352   | .584649  |
| 11           | 3                  | .569352   | .584649  |
| 11           | 4                  | .569352   | .584649  |
| 11           | 5                  | .476968   | .488684  |
| 11           | 6                  | .476968   | .488684  |
| 11           | 7                  | .699353   | .687997  |
| 11           | 8                  | .492917   | .512306  |
| 11           | 9                  | .476968   | .459156  |

SCHEDULE "C"

| <u>Level</u> | <u>Unit Number</u> | <u>Proportion of<br/>Contributions to<br/>Common Expenses</u> | <u>Proportion of<br/>Interest in<br/>Common Elements</u> |
|--------------|--------------------|---|--|
| 11           | 11                 | .476968   | .459156  |
| 11           | 12                 | .476968   | .459156  |
| 11           | 13                 | .569352   | .584649  |
| 11           | 14                 | .569352   | .584649  |
| 11           | 15                 | .569352   | .584649  |
| 11           | 16                 | .569352   | .584649  |
| 12           | 1                  | .569352   | .589078  |
| 12           | 2                  | .569352   | .589078  |
| 12           | 3                  | .569352   | .589078  |
| 12           | 4                  | .569352   | .589078  |
| 12           | 5                  | .476968   | .463583  |
| 12           | 6                  | .476968   | .493113  |
| 12           | 7                  | .699353   | .692426  |
| 12           | 8                  | .492917   | .516735  |
| 12           | 9                  | .476968   | .493113  |
| 12           | 10                 | .621864   | .618605  |
| 12           | 11                 | .476968   | .493113  |
| 12           | 12                 | .476968   | .493113  |
| 12           | 13                 | .569352   | .589078  |
| 12           | 14                 | .569352   | .589078  |
| 12           | 15                 | .569352   | .589078  |
| 12           | 16                 | .569352   | .589078  |

DATED: MAY 9TH 1972

---

D E C L A R A T I O N

---

McCarthy & McCarthy,  
P.O. Box 48,  
Toronto-Dominion Centre,  
Toronto 111, Ontario.