

ONE DONWOODS
DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provision of the Condominium Act, R.S.O. 1980, Chapter 84, and amendments thereto, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

ONE DONWOODS DEVELOPMENT LTD.,
a corporation incorporated under the laws of the Province of
Ontario, (hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed on the lands described in Schedule "A" and in the description two buildings containing twelve (12) dwelling units (being Units 1 to 4 on each of Levels 1, 2 and 3).

AND WHEREAS the Declarant intends that the lands described in Schedule "A" and in the description together with the said building constructed thereon shall be governed by the Act.

AND WHEREAS all persons having registered charges against the land or interests appurtenant to the land described in the Description have consented to the registration of the land under the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES, AS FOLLOWS:

ARTICLE I - INTRODUCTORY

(1) Definitions

The terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention

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

(3) Consent of Encumbrances

The consents, in the prescribed form of every person having a registered, mortgage against the land or interests appurtenant to the land described in the description is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments

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

(5) Common Interest

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

(6) Common Expenses

Each owner shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the contributions to common expenses shall be one hundred per cent (100%).

(7) Address for Service and Mailing Address of the Corporation

The corporation's address for service shall be Suite #702, 2700 Matheson Blvd. E. East Tower, Mississauga, Ontario L4W 4V9 or such other address as the corporation may by resolution of the board determine, and the mailing address is One Donwoods Drive, North York, Ontario, M4N 2E9, or such other address as the corporation may by resolution of the board determine.

ARTICLE II - COMMON EXPENSES

(1) Specification of Common Expenses

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

(2) Payment of Common Expenses

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

ARTICLE III - COMMON ELEMENTS

(1) Use of Common Elements

(a) Subject to the provisions of the Act, the Declaration, the by-laws, and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any by-laws or rules of the corporation to the contrary, the Declarant shall be entitled to show and display the common elements to prospective purchasers of units in this Corporation, to erect and maintain signs, displays and sales areas for marketing and/or sale purposes upon the common elements, and within or outside any unsold units, pursuant to the Declarant's ongoing marketing programme at such locations and having such dimensions as the Declarant may determine in its sole discretion until such time as all units in this corporation are sold and conveyed.

(2) Exclusive Use Common Elements

Subject to compliance with the Act, the declaration, the by-laws and the rules passed pursuant to the Act, owners of the units described in Schedule "F" attached hereto shall have the exclusive use of those parts of the common element as set out in Schedule "F" attached hereto. The owners of those units entitled to use of certain portions of the roof as exclusive use common elements shall be entitled to install thereon planting, planters, wood decking and seasonal furniture provided that the weight of such items does not exceed 100 pounds per square foot.

(3) Restrictive Access

Without the consent in writing of the board, no owner shall have any right to access to those parts of the common elements used from time to time as a dwelling for a management office, utilities areas, building maintenance storage areas, operating machinery or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units who shall have a right of access for inspection upon forty-eight (48) hours notice to the building manager.

(4) Additions, Alterations and Improvements

(a) For the purposes of subsection (1) of Section 38 of the Act, the board shall decide whether any addition, alterations or improvement to, or renovation of, the common elements, or any change in the assets of the corporation is substantial.

(b) Subject to subparagraph (c) below, no alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge, or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the corporation or with its prior written consent or as permitted by the by-laws or rules.

(c) The owners of units described in Schedule "F" who have the exclusive use of portions of the roof of the building shall have the right, without the consent of the corporation, to install thereon planting, planters, wood roof decks and seasonal furniture provided that the weight of any item or items installed or placed thereon shall not exceed one hundred pounds per square foot.

(d) The corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

(5) Pets

No livestock, fowl, reptile, rodent or animal other than one domestic dog, cat or bird owned by an original owner as a pet shall be kept upon the common elements including the exclusive use

common elements and then only one such domestic dog or cat as may be owned by an original owner at the time of the original owner's initial occupancy of his unit shall be permitted. To ensure that this intent is carried out, original owners may be requested by and to file with the corporation registration papers or such other identifying documentation of such dog or cat as the corporation may require. Upon the death of such domestic dog or cat no replacement of or additional pet shall be permitted. When on the common areas, all such pets must be under leash, must be accompanied by an adult person and must not be left unattended. No such pet deemed by the board to be a nuisance shall be kept upon the common elements and any such pet who defouls the common elements or who subjects the owners to animal noises shall be deemed a nuisance.

(6) Visitors Parking

No owner of a unit nor his tenant nor members of the household of a unit owner shall park upon any portions of the common elements designated in the description as visitors parking. Provided that the Declarant, its sales personnel, invites and prospective purchasers may park motor vehicles upon the visitor's parking areas until such time as all units in this corporation are sold and conveyed by the Declarant. All visitors shall be required to comply with the request of the building security personnel as to destination and parking location.

ARTICLE IV - OCCUPATION AND USE OF UNITS

(1) Use of Dwelling Units

(a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units in this corporation have been sold and conveyed.

(b) The owner of each unit and the tenants and residents of each unit shall install a backing material of a white or off-white colour on each curtain or drapery which may be visible from outside the unit through a door or window of the unit.

(2) General Use of Units

(a) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance placed by or on behalf of the corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the corporation, the owner of such unit shall reimburse the corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

(b) The owner of each unit shall comply with and shall require all residents of and visitors to his unit to comply with the Act, the declaration, the by-laws and the rules.

(c) No owner shall make any structural change or alteration in or to his unit without the consent in writing of the board. No alteration, work, decoration, structure or erection of any kind shall be performed, done or erected within or in relation to any parking unit or storage unit without the consent in writing of the board.

3. Rights of Entry to the Land

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

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

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

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

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

ARTICLE V - MAINTENANCE AND REPAIRS

(1) Repairs and Maintenance to Units and Common Elements

Each owner shall maintain his dwelling unit, and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. In addition, each owner shall:

- (a) maintain the interior surface of doors which provide the means of ingress and egress from a unit and the interior surfaces of windows and skylights, if any;
- (b) maintain exterior surfaces of windows and the screens relating thereto where such windows and screens are capable of and designed for removal from the interior of the dwelling unit or are accessible to the roof garden or balcony, (as the case may be) adjacent to the unit.
- (c) maintain and repair such part or parts of the heating, air-conditioning and ventilating equipment which is for the sole benefit of his unit including shut-off valves;
- (d) maintain and repair the hot and cold water service piping between the shut-off valves (including the shut-off valves themselves) in the common elements and the unit boundary; and
- (e) maintain such parts of the common elements over which he has exclusive use.

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 maintain and repair his unit, save and except for any such damages to the common elements and other units for which the cost of repairing same may be covered 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 the rate of twenty-four per cent (24%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

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

The corporation shall repair and maintain the common elements at its own expense, except for those parts of the common elements which are required to be maintained and repaired by the Owners pursuant to paragraph (1) of this Article.

ARTICLE VI - DAMAGE

(1) Procedure Where Damage Occurs

Where the board, pursuant to Section 42 of the Act, has determined that there has been substantial damage to 25% of the buildings, the Corporation shall repair within a reasonable time, unless within sixty (60) days after such determination by a vote of owners who own eighty percent (80%) of the units, the owners vote for termination.

(2) Plans and Specifications

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

VII. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE:

(1) Insurance Trustee

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered

Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the corporation, where such proceeds exceed TEN THOUSAND (\$10,000.00) DOLLARS;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance-Trust Agreement;
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

(2) Repair After Damage
In the event that:

- (a) the corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs.
- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the corporation against such unit, in accordance with the priorities thereof.
- (c) the board, in accordance with the provisions of the Act, determines that:
 - (i) there has not been substantial damage to 25% of the building; or
 - (ii) there has been substantial damage to 25% of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the declaration and the Act.

ARTICLE VIII - INSURANCE

(1) By the Corporation

The corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the board may from time to time deem advisable, insuring the property, but excluding improvements and betterments made or acquired by an owner, in an amount equal to the replacement cost thereof;
- (b) Insurance against damage to 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 replacement cost thereof.

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

(i) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household or guests of any owner or occupant or a unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty days prior written notice to the corporation, the Insurance Trustee and all other parties whose interests appear thereon;

(iii) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated;

(c) Public liability and property damage insurance, and insurance against the corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, but not less than \$1,000,000.00, and without right of subrogation as against the corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests or any owner or occupant of a unit;

(d) Insurance against the corporation's liability arising from the ownership, use or occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the board may from time to time deem advisable.

(2) General Provisions

(a) Prior to obtaining any policy or policies of insurance under paragraph (1)(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

(b) The board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) The mortgagee in every mortgage registered against the security of any unit shall be deemed to have waived 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 mortgage itself containing a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each 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. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the corporation that he has become an owner or mortgagee.

(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 and the Act.

(3) By the Owner

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

(a) Insurance on any additions or improvements or betterments made or acquired by the owner with respect to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance

shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and malicious mischief;

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.
- (c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.
- (d) Special assessments levied by the condominium corporation.

ARTICLE IX - LEASING OF UNITS

(1) Notification of Lease

(a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.

(b) In addition, no owner other than the Declarant shall lease his unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act."

(2) No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

(3) Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

ARTICLE X - MISCELLANEOUS

(1) Invalidity

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability and effect of the balance thereof.

(2) Gender

The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.


(3) Waiver

No restriction, condition, obligation or 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 thereof which may occur.

DATED at Toronto, this 23rd day of December, 1991.

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

ONE DONWOODS DEVELOPMENT LIMITED

Per: 
Robert N. Clausi, President c/s

I have authority to bind the Corporation.

SCHEDULE 'A'

In the City of North York, in The Municipality of Metropolitan Toronto, being composed of Part of Block A, on Registered Plan 2343, and Part of Lot 8, in Concession 1, East of Yonge Street, of the Geographic Township of York, designated as PARTS 1, 2, 3 and 4 on Reference Plan 66R-16263.

The boundary of the south side of Donwoods Drive was confirmed under The Boundaries Act by Plan BA-2409, registered as Plan 11962, as in TB-557823.

SUBJECT TO a right-of-way, described in Instrument 783505 North York, in favour of LOBLAWS LIMITED, over, along and upon part of the said Lot 8, designated as PARTS 2 and 4 on Reference Plan 66R-16263;

SUBJECT TO an easement, described in Instrument TB-242757, in favour of The Hydro-Electric Commission of The Corporation of the City of North York, its successors and assigns, in perpetuity in and under part of the said Lot 8, designated as PART 3 on Reference Plan 66R-16263;

SUBJECT TO an easement, described in Instrument TB-315331, in favour of The Corporation of the City of North York, its successors and assigns, in and under part of the said Lot 8, designated as PART 3 on Reference Plan 66R-16263;

SUBJECT TO a right-of-way, described in Instrument TB-657605, in favour of the owners from time to time of part of Lot 8, in Concession 1, East of Yonge Street, of the Geographic Township of York, designated as PARTS 3, 5, 6, 7 and 8 on Reference Plan 64R-12215 over part of the said Lot 8, designated as PARTS 2 and 4 on Reference Plan 66R-16263;

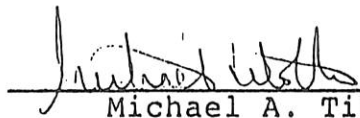
SUBJECT TO an easement, described in Instrument TB-657605, in favour of the owners from time to time of part of Lot 8, in Concession 1, East of Yonge Street, of the Geographic Township of York, designated as PARTS 3, 5, 6, 7 and 8 on Reference Plan 64R-12215 over part of the said Lot 8, designated as PARTS 2 and 4 on Reference Plan 66R-16263, for the installation, operation and maintenance of all utility services;

SUBJECT TO a right-of-way, described in Instrument TB-689594, in favour of the owners from time to time of part of Lot 8, in Concession 1, East of Yonge Street, of the Geographic Township of York, designated as PARTS 2 and 9 on Reference Plan 64R-12215 over part of the said Lot 8, designated as PART 4 on Reference Plan 66R-16263.

Being All of Parcel Block A-1, Section B-2343.

"In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the easements described exist in law and the declarant is the registered owner of the land and appurtenant easements."

December 23, 1991
Dated


Michael A. Tibollo

August 26, 1991
Ref: 140-0
File: 103B

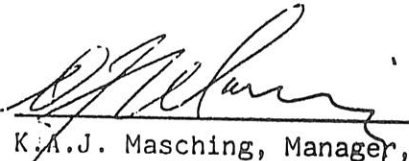
SCHEDULE "B" TO THE DECLARATION OF
ONE DONWOODS DEVELOPMENT LTD.

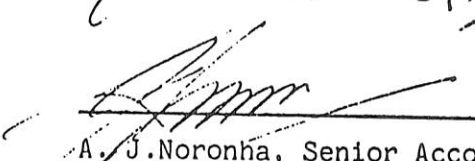
THE CONDOMINIUM ACT, R.S.O. 1980, C.84

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

Royal Bank of Canada having a registered encumbrance within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act R.S.O. 1980, registered as Number TB-769522 608901 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto hereby consents to the registration of this Declaration pursuant to The Condominium Act, R.S.O. 1980 against the land or interest appurtenant to the land described in the description.

DATED at Brampton Ont this 8th day of August 1991.


K.A.J. Masching, Manager, Lending Services


A. J. Noronha, Senior Account Manager

We have authority to bind the Bank

The name of The Royal Bank of Canada was changed to Royal Bank of Canada as set out in Order-in-Council P.C. 1990-2221, a copy of which is attached to instrument registered as No. D-220222 on the 30th day of October, 1990, in the Land Registry Office for the Land Titles Division of Metropolitan Toronto.

SCHEDULE 'C' TO THE DECLARATION OF
ONE DONWOODS DEVELOPMENT LTD.
BOUNDARIES OF THE UNITS

Each Residential Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

BOUNDARIES OF RESIDENTIAL UNITS

(being Units 1 to 4 inclusive on Levels 1, 2 and 3).

Horizontally

- (a) The upper surface and plane of the unfinished concrete floor slab.
- (b) The lower surface and plane of the concrete ceiling slab.
- (c) The upper surface of the plywood subfloor for the upper floors of Units 3 and 4, Level 3.
- (d) The lower surface and plane of the wood floor joists for the upper floors of Units 3 and 4, Level 3.
- (e) The lower surface and plane of the wood roof joists or trusses for the upper floor of units on Level 3.

Vertically

- (a) The backside surface and plane of the drywall sheathing separating one unit from another such unit or from the common element, and in the vicinity of openings for stairs between the upper and lower floors for Units 3 and 4, Level 3.
- (b) The interior or unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels located therein.
- (c) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
- (d) The unit side surface of the concrete slab for stair openings therein between the upper and lower floors of Units 1 and 2 on Level 3.

SKYLIGHTS (Units 3, and 4, Level 3)

- (a) The unit side surface of skylights and their frames.

→ Notwithstanding the above, no Residential Unit shall include:


- (a) Any exterior window and window frame, door and floor frame leading out of the unit.
- (b) Any concrete floor slab, load bearing column, structural member or load bearing partition contained within the unit.
- (c) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air-conditioning, security system or drainage which is located within the unit and provides such service or utility to another unit or units, but the unit shall include all fixtures, outlets or other facilities with respect to any such service or utility which serves the unit only.

SCHEDULE "D" TO THE DECLARATION OF
ONE DONWOODS DEVELOPMENT LTD.

PROPORTION OF COMMON INTEREST AND CONTRIBUTION TO COMMON EXPENSES
EXPRESSED IN PERCENTAGES

<u>Unit No.</u>	<u>Level No.</u>	<u>Proportion</u>
1	1	11.23855
2	1	9.78164
3	1	8.98372
4	1	8.87329
1	2	8.46009
2	2	7.26677
3	2	5.98084
4	2	6.20881
1	3	8.46009
2	3	7.26677
3	3	8.81630
4	3	8.66313
		<hr/>
TOTAL		100.00000
		<hr/>

ONE DONWOODS DEVELOPMENT LIMITED



per: Robert N. Clausi, President c/s

I have authority to bind the Corporation.

SCHEDULE 'F' TO THE DECLARATION OF

ONE DONWOODS DEVELOPMENT LTD.

Subject to the provisions of the Act, the Declaration, the By-Laws and Rules and Regulations passed pursuant thereto:

- (a) The owners of Units 1 to 4 inclusive on Levels 2 and 3 shall have the exclusive use of a balcony to which said units provide direct and sole access, as illustrated on Part 2, Sheets 1 and 2 of the description.
- (b) The owners of Units 1 and 2 on Level 3 shall have the exclusive use of a roof area designated by the same number as that of the unit with the prefix 'R', as illustrated on Part 3, Sheet 2 of the description.
- (c) The owners of Units 1 to 4 inclusive on Level 1 shall have the exclusive use of a patio or patios, as illustrated on Part 3, Sheet 2 of the description and as set out as follows:

<u>UNIT</u>	<u>LEVEL</u>	<u>PATIO ON LEVEL 1</u>
1	1	PA1, PA6
2	1	PA2
3	1	PA3
4	1	PA4, PA5

- (d) Each owner of a unit shall have the exclusive use of one or more parking spaces on Level A, as illustrated on Part 3, Sheet 1 of the description and as set out in Schedule 'F1' attached hereto.
- (e) The owners of Units 1 to 4 inclusive on Levels 2 and 3 shall have the exclusive use of a locker on Level A, as illustrated on Part 3, Sheet 1 of the description and as set out in Schedule 'F1' attached hereto.

August 19, 1991
Ref: 140-0
File: 005B

SCHEDULE "F1" TO THE DECLARATION OF
ONE DONWOODS DEVELOPMENT LTD.

<u>Unit</u>	<u>Level</u>	<u>Parking Space</u>	<u>Locker</u>
1	1	P17	
2	1	P16	
3	1	P11	
4	1	P12	
1	2	P3, P4	L4
2	2	P13	L3
3	2	P14	L6
4	2	P7, P8	L5
1	3	P1, P2	L2
2	3	P15	L1
3	3	P5, P6	L8
4	3	P9, P10	L7

August 9, 1991
File: 014B
Ref: 140-0