

DECLARATION

MADE UNDER THE CONDOMINIUM ACT

FOR THE PROVINCE OF ONTARIO, 1967

THIS DECLARATION made this 15th day of May, 1970.

B Y:

ROCKPORT HOLDINGS LIMITED,  
a company incorporated under  
the laws of the Province of  
Ontario, having its head  
office in the Municipality  
of Metropolitan Toronto.

WHEREAS the Declarant is the registered owner in fee simple of certain lands described in the Description submitted herewith by the Declarant for registration;

AND WHEREAS the Declarant intends that the land be governed by The Condominium Act, 1967, Statutes of Ontario, Ch. 12 and any amendments thereto;

NOW THEREFORE THE DECLARANT hereby makes the following declarations:

1. Definitions: The following terms used herein have the meanings set out below unless the context otherwise requires:
  - (1) Common Elements means all the property except the units;
  - (2) Corporation means the corporation created under The Condominium Act, 1967, by the registration of this declaration and the description;
  - (3) Description means the description submitted for registration herewith by the Declarant under The Condominium Act, 1967;
  - (4) Land means the land described in the description;
  - (5) Property means the land and interest appurtenant to the land, and includes any land and interest appurtenant

to lands that are added to the common elements;

(6) Unit means a part or parts of the land and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material part of the land within this space at the time the Declaration and description are registered;

(7) Boundaries: All Units have for their horizontal boundaries the centre lines of the structural walls. The Units of Level 2 are bounded on the bottom by the top surfaces of the subflooring and the production thereof.

2. Statement of Intention: The Declarant intends that the land be governed by The Condominium Act, 1967 and any amendments thereto.

3. Monuments: The monuments controlling the extent of the units are the floors and walls mentioned under 'Boundaries' above.

4. Proportion of Common Interests and Contribution to Common Expenses: The interests in the common elements appurtenant to the units and the proportions allocated to the units in which the owners are to contribute to the common expenses are as follows:

<u>Unit Number</u>	<u>Proportions of Common Interests and Proportions of Contributions to Common Expenses</u>
1, Level 1, and 41, Level 2	2.78%
2, Level 1	2.45%
3, Level 1	2.285%
4, Level 1	2.45%
5, Level 1	2.45%
6, Level 1	2.45%
7, Level 1, and 43, Level 2	2.78%
8, Level 1	2.45%
9, Level 1, and 42, Level 2	2.78%
10, Level 1	2.45%
11, Level 1	2.45%

12, Level 1	2.45%
13, Level 1	2.45%
14, Level 1	2.45%
15, Level 1	2.45%
16, Level 1	2.45%
17, Level 1	2.285%
18, Level 1	2.45%
19, Level 1	2.45%
20, Level 1	2.45%
21, Level 1, and 45, Level 2	2.78%
22, Level 1	2.45%
23, Level 1, and 44, Level 2	2.78%
24, Level 1	2.45%
25, Level 1	2.45%
26, Level 1	2.45%
27, Level 1	2.45%
28, Level 1	2.45%
29, Level 1, and 46, Level 2	2.78%
30, Level 1, and 47, Level 2	2.85%
31, Level 1	2.70%
32, Level 1	2.70%
33, Level 1	2.70%
34, Level 1	2.70%
35, Level 1	2.70%
36, Level 1	2.70%
37, Level 1	2.70%
38, Level 1	2.70%
39, Level 1, and 40, Level 2	2.85%

5. Address for Service: The corporation's address for service is 170 The Donway West, Don Mills, Ontario.

6. Specification of Common Expenses: Common expenses means the expense of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include the maintenance, repair, replacement and the operation of the common elements.

7. (1) Maintenance of Units:

(a) Corporation's duty: The corporation shall maintain at the corporation's expense:

(i) All portions of the property contributing to the support of the units including, without limiting the generality of the foregoing, all outside and boundary walls, floor and ceiling slabs, loadbearing columns, beams and loadbearing walls;

(ii) All outside surfaces of the units, including, without limiting the generality of the foregoing, all outside painted surfaces, roofs and eaves-troughs that are constructed or installed at the date of registration of this Declaration and the description; but not the interior surfaces of the units;

(iii) All conduits, ducts, plumbing, sewers, wiring (including television antennae) and other facilities for the furnishing of utility services which service more than one unit;

(iv) All common elements, including, without limiting the generality of the foregoing, all lawns and landscaped areas, sidewalks, walkways, driveways, parking spaces, all electrical wiring circuits and lighting fixtures and light bulbs and television antennae in the common elements, sewer and water pipes in the common elements;

X (b) Unit Owner's Duty: Each unit owner shall maintain his unit(s) at his own expense, which expense shall include repairs and replacements of all windows and doors servicing his unit(s);

(2) Repair after damage: The corporation shall repair the units and common elements after damage in accordance with the plans, specifications and certificate contained in the description, provided that the obligation to repair after damage does not include the repair of improvements made to any unit after the registration of this Declaration and the description; provided that subject to Section 17 of The Condominium Act, 1967 and any amendments thereto, the obligation of the corporation to repair the units after damage pursuant to this paragraph shall be limited to repair in respect of all

risks which are insured or insurable under any available policy of insurance; and provided further that each unit owner shall repair his unit after damage in respect of all risks which are not insured or insurable under any available policy of insurance.

*Section 8*

8. (a) Provisions respecting the Units: The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (1) Each unit shall be occupied only as a one-family residence by the owner of the unit(s), his family and guests. For the purpose of these restrictions, "one-family residence" means a building occupied or intended to be occupied as a residence by one family alone and containing one kitchen, provided that no roomers or boarders are allowed. A "boarder" for the purpose of these restrictions is a person to whom room and board are regularly supplied for consideration and a "roomer" is a person to whom room is regularly supplied for consideration;
- (2) Notwithstanding any definition or provision in any by-law of the Township of Markham, no unit shall be used in whole or in part for any commercial or professional purpose involving the attendance of the public at such unit. Without limiting the generality of the foregoing, no unit or part thereof shall be used as an office by a doctor, dentist, chiropractor, drugless practitioner or other professional person;
- (3) No outer boundary or partition wall, door or window, toilet, bathtub or washbasin in a unit shall be installed, removed, moved, extended or otherwise altered without the prior written consent of the corporation;

- (4) 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 part thereof) or on chattels kept within a unit;
  - (5) The water shall not be left running unless in actual use in any unit. The water closets and other water apparatus including drains shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein;
  - (6) No stores of coal or any combustible inflammable or offensive goods, provisions or materials shall be kept in any unit;
  - (7) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit without the written consent of the corporation first being obtained;
  - (8) No television antennae, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for or in connection with a common television cable system;
  - (9) No portion of a unit required by this Declaration to be maintained by the corporation shall be painted, decorated or otherwise affected by anyone other than the corporation;
- (b) Provisions respecting the Common Elements: Each unit owner shall have the full use, occupancy and enjoyment of all common elements, subject only to the by-laws of the corporation and the following restrictions and stipulations:

- (1) Each unit owner, other than those unit owners who have a garage included in their unit, shall be entitled to the exclusive right to use a designated parking space, subject only to the by-laws and regulations of the corporation, and the payment of any rental rates established by the corporation for such use;
- (2) Each unit owner shall be entitled to the exclusive use and possession of those portions of the common elements numbered 1 to 39 (with affixes A and B) allocated to the owner of the unit identified by the same number. These exclusive use portions of the common elements are illustrated on Part 3 of the Description.

9. Payment of Common Expenses: Each unit owner shall pay to the corporation, within five days of receipt of notice, his share of the common expenses as set forth in the said notice.

10. Lien or Mortgage against Unit on Default: In the event that a unit owner defaults in payment of his share of the common expenses to the corporation, the corporation upon registration of a notice of lien in the prescribed form has a lien for the unpaid amount against the unit and common interest of that owner and the lien may be enforced in the same manner as a mortgage in accordance with Section 13 of The Condominium Act.

11. Board of Directors of Corporation: Each unit owner shall be a member of the corporation and the corporation shall elect five members who will be designated as the Board of Directors. The corporation shall make by-laws, rules and regulations consistent with this Declaration and The Condominium Act in respect to all matters relating to the administration, maintenance, repair and replacement of the property. The

majority required to make by-laws of the corporation is specified to be a vote of members who own seventy-five per cent (75%) of the common elements.

12. Duty to Insure: The corporation shall insure and maintain insurance under one or more policies of insurance; the corporation's liability (providing that the insured will not be liable by way of co-insurance in excess of 20%) to repair the property after damage resulting from fire, tempest or other casualty to the full insurable value thereof on a replacement cost basis. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by any liability insurance obtained by the corporation.

13. Severability: The invalidity in whole or in part of any sub-paragraph or sub-paragraphs or paragraph or paragraphs in this Declaration does not affect the validity of the remaining portions of it.

14. Resolution of Conflict of Provisions: In the event of conflict of the provisions of The Condominium Act, the Declaration and the by-laws, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern; subject to the Act and Declaration, the provisions of the by-laws shall govern.

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

16. 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.

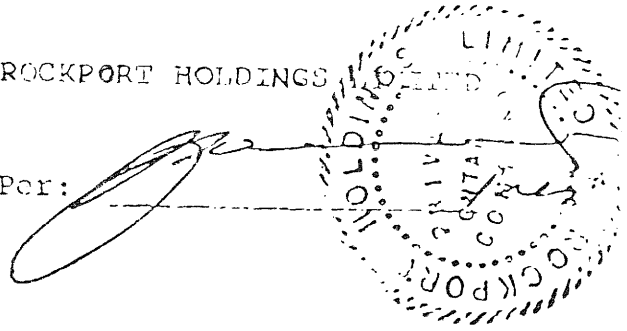
IN WITNESS WHEREOF the Declarant has hereunto affixed



its corporate seal under the hand of its proper officer duly authorized in that behalf.

ROCKPORT HOLDINGS COMPANY

Per:



BY-LAW NUMBER 3

Being a By-law respecting the borrowing of money and the protection and indemnity of Directors and Officers of the Corporation

BE IT ENACTED as a By-law of York Condominium Corporation No. 18 (herein referred to as the "Corporation") as follows:

1. The Directors of the Corporation may from time to time:
  - (a) Borrow money on the credit of the Corporation;
  - (b) Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or other money borrowed, or other debts, or any other obligation or liability of the Corporation;
  - (c) Delegate to such one or more of the Officers and Directors of the Corporation as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such manner as the Directors shall determine at the time of such delegation;
  - (d) Provided that the total amount of money so borrowed shall not at any one time exceed the sum of \$5,000.00 without the prior approval of members owning a majority of the common elements.
2. The Directors and Officers of the Corporation shall be governed by the following standards of care and be given the following protection and indemnity:
  - (a) Every Director and Officer of the Corporation shall exercise the powers and discharge the duties of his office honestly, in good faith, and in the best interests of the Corporation, and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
  - (b) No Director or Officer of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipts or other act for conformity, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board of Directors

for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty or through any breach by him of any duty or responsibility imposed upon him hereunder or under The Condominium Act, 1967 or any other statute.

(c) Every Director and every Officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall, from time to time and at all times, be indemnified and saved harmless by the Corporation from and against:

- (i) Any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
- (ii) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation.

Provided that no Director or Officer of the Corporation shall be indemnified by it in respect of any liability, costs, charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him hereunder, under The Condominium Act, 1967 or under any other statute, unless in an action brought against him in his capacity as Director or Officer, he has achieved complete or substantial success as a defendant. The Corporation may purchase and maintain such insurance for the benefit of its Directors and Officers as the Board of Directors may from time to time determine.

ENACTED this 27th day of July, 1971.

YORK CONDOMINIUM CORPORATION NO. 18

per: \_\_\_\_\_  
G. Pace, Secretary

Per: \_\_\_\_\_  
C. Woods, President

BY-LAW NUMBER 5

A By-law made by York Condominium Corporation No. 13 on the 11th day of November, 1972.

BE IT ENACTED as a By-law of York Condominium Corporation No. 13 (herein called the "Corporation") as follows:

ARTICLE I

LEASE

The Corporation be and is hereby empowered to enter into a lease with Walshra Investments Limited covering that strip of land on the Corporation's north boundary, being part of Block C, Registered Plan M-1345 for the Town of Markham and Regional Municipality of York designated as Part 1 on a Plan of Survey on record in the Office of Land Titles at Toronto as Plan 66R-6275, a copy of which is hereto annexed as exhibit "7", upon the various terms and conditions as set out in the draft form of lease hereto annexed as exhibit "8".

THE FOREGOING BY-LAW IS hereby enacted this 11th day of November, 1972, by YORK CONDOMINIUM CORPORATION NO. 13 by a vote of members who own greater than 50% of the common elements held at an extraordinary general meeting of members duly constituted and called for this purpose.

EX-1117

THIS INDENTURE made as of the \_\_\_\_\_ day of \_\_\_\_\_  
One Thousand Nine Hundred and Seventy-two.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT:

B E T W E E N:

WARSBRA INVESTMENTS LIMITED, a  
Company incorporated under the  
laws of the Province of Ontario  
with its Head Office in the  
Municipality of Metropolitan  
Toronto

Herein called "the Lessor"

OF THE ONE PART

-and-

YORK CONDOMINIUM CORPORATION NO. 18,  
incorporated pursuant to the provisions  
of The Condominium Act, 1967, having  
its Head Office in the Municipality  
of Metropolitan Toronto

Herein called "the Lessee"

OF THE OTHER PART

WHEREAS the Lessor is the registered owner of that  
part of Block C, Registered Plan E-1345 for the Town of Markham  
and Regional Municipality of York, designated as Part 1 on a  
Plan of Survey on record in the Office of Land Titles at Toronto  
as Plan 66R-274 (herein called "the Lands"), and has agreed  
to lease the Lands to the Lessee upon the terms and conditions  
hereinafter set forth.

NOW THEREFORE, in consideration of the rents, covenants  
and agreements hereinafter reserved and contained, other good and  
valuable consideration and the sum of TEN (\$10.00) DOLLARS now  
paid by the Lessee to the Lessor, the receipt and adequacy whereof  
are hereby acknowledged, the Lessor, its successors and assigns,  
hereby demises and leases the Lands unto the Lessee, its  
successors and permitted assigns, upon the following terms and  
conditions:

1. TO HAVE AND TO HOLD the Lands for and during the term  
of TWENTY (20) YEARS from the date hereof.

hereof to the Lessor, yearly in advance, the sum of ONE (\$1.00) <sup>per year / Nov</sup> DOLLAR on or before each anniversary of the date hereof, and all municipal realty taxes levied against the said lands.

3. THE LESSEE covenants to pay rent and to keep and maintain the Lands in a good and substantial state of repair and condition and to keep the same at all times free of refuse and generally maintain the same in the same fashion as a prudent owner thereof would be expected to do. Without limited the generality of the foregoing, the lessee shall at its own expense carry out any landscaping or tree planting which may be required by any competent authority notwithstanding that such requirement may originally have been an obligation of the lessor. It is understood that this covenant to maintain and landscape shall extend to all the lands in Part 1, including the corner triangle and walk-way.

4. THE LESSEE may use the Lands for such reasonable and lawful purposes as it deems necessary or proper provided that the Lessee does not in its use and enjoyment of the lands create a nuisance to the Lessor.

5. THE LESSEE, in its use and enjoyment of the lands, shall throughout the term hereof indemnify and save the Lessor in every respect absolutely harmless from all liability, suits, actions, claims, costs and demands whatsoever arising out of or reasonably attributable to such use and enjoyment, save to the extent caused by or reasonably attributable to the willful or negligent act or omission of the Lessor or anyone for whom the Lessor may in law be responsible, and the Lessee shall carry such reasonable insurance coverage as the Lessor shall reasonably deem proper in respect of the Lessee's obligations hereunder.

6. Both the Lessor and the Lessee shall permit the other the reasonable use of such portion or portions of the others lands for the purposes of repairing, maintaining and replacing, if necessary, the existing fence running the full extent of the northerly boundary of the Lands hereby leased; Without limiting the generality of the foregoing, the lessee shall at

its own expense carry out any landscaping or tree planting which may be required by any competent authority notwithstanding that such requirement may originally have been an obligation of the lessor. It is understood that this covenant to maintain and landscape shall extend to all the lands in Part 1, including the corner triangle and walk-way.

7. The Lessee may erect such fixtures and structures, effect such landscaping and install such equipment on the Lands as it deems advisable provided the same are not of such a nature as to create a nuisance to the Lessor or in any way unreasonably interfere with the Lessor's use and enjoyment of its adjacent property. Such fixtures and structures, landscaping and equipment shall at all times be and remain the sole and exclusive property of the Lessee, to be removed, altered, replaced or otherwise dealt with as the Lessee deems advisable, subject as aforesaid.

8. The Lessee shall not assign this Lease without the prior written consent of the Lessor, not to be unreasonably withheld.

9. The Lessee shall, at the expiration or sooner determination of the term hereof, deliver up the Lands to the Lessor in a good and proper state of maintenance, repair and condition.

This Lease shall enure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their corporate seals by the hands of their proper officers duly authorized in that behalf.

WAKSBA INVESTMENTS LIMITED

Per 

Per \_\_\_\_\_

YORK CONDOMINIUM CORPORATION NO.18

Per \_\_\_\_\_

Per \_\_\_\_\_

BY-LAW NUMBER 6

A By-law made by York Condominium Corporation No. 18 the 11th day of November, 1972.

BE IT ENACTED as a By-law of York Condominium Corporation No. 18 (herein called the "Corporation") as follows:

ARTICLE I

IMPROVEMENTS

The Corporation be and is hereby empowered through its board of directors to carry out the improvements to the common elements as described in the landscape master plan a copy of which is hereto annexed as exhibit "A", or such part or parts thereof as the board of directors deems advisable and a majority of members shall approve.

ARTICLE II

FINANCING IMPROVEMENTS

The board of directors be and is hereby empowered to borrow funds to a maximum amount of \$10,000.00 for the purpose of implementing the aforesaid improvements.

ARTICLE III

COMMENCEMENT OF IMPROVEMENTS

The board of directors be and is hereby empowered to commence implementation of the aforesaid improvements at such time in the spring of 1973 as the board of directors deem advisable, and are instructed to use all reasonable efforts to have such improvements completed within as short a time as reasonably possible.

ARTICLE IV

EXTRAORDINARY LEVY

The board of directors be and is hereby empowered to levy a pro-rated fee on each unit owner to repay the funds borrowed for the purpose of implementing the aforesaid improvements. The annual aggregate amount of the levy shall be such sum as may be necessary to amortize the amount of the loan together with interest thereon over a four year term, and the assessments against the individual owners in respect thereof shall commence on February 1, 1973, or such later time as the board of directors shall in writing designate and shall be collected as common expenses.



THE FOREGOING BY-LAW IS hereby enacted this 11th day of November, 1972, by YORK CONDOMINIUM CORPORATION NO. 18, by a vote of members who own greater than 80% of the common elements held at an extraordinary general meeting of members duly constituted and called for this purpose.