



Form 4 — Land Registration Reform Act, 1984

#138

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254292 L.T. 62 JUN - 6 1989 New Property Identifiers Executions		(1) Registry ☐ Land Titles ☒		(2) Page 1 of 32 pages			
		(3) Property Identifier(s) Block Property		Additional: See Schedule ☐			
		(4) Nature of Document DECLARATION AND DESCRIPTION PURSUANT TO THE CONDOMINIUM ACT					
		(5) Consideration Dollars \$					
		(6) Description Lot 4 and Part of Lots 5 and 6 according to a plan registered in the Land Registry Office for the Registry Division of Wentworth as Registered Plan No. 173 (W.B. Hunter Survey), and being designated as Part 1 on a plan of survey deposited in the aforesaid Land Registry Office for the Land Titles Division of Wentworth, as Plan 62R-10002, and being all of Parcel 4-1 for Section W173(c), in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth					
Additional: See Schedule ☐		(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch ☐		(b) Schedule for: Description ☐ Additional Parties ☐ Other ☒	
Additional: See Schedule ☐		(8) This Document provides as follows:					
						Continued on Schedule ☐	
(9) This Document relates to instrument number(s)							
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D BRANOCON (HAMILTON) LTD. by it's Solicitor 1989 05 30 Joseph Maziarz							
(11) Address for Service c/o 20 Jackson Street West, Suite 220, Hamilton, Ontario, L8P 1L2							
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D							
(13) Address for Service							
(14) Municipal Address of Property 424-432 Main Street East Hamilton, Ontario. L8N 1J9				(15) Document Prepared by: JOSEPH MAZIARZ, ESQ. Barrister & Solicitor Suite 220 20 Jackson Street West HAMILTON, Ontario L8P 1L2			
FOR OFFICE USE ONLY				Fees and Tax			
				Registration Fee			
				Total			

D E C L A R A T I O N
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter call the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, 1980, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by -

BRANOCON (HAMILTON) LTD.
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 Hamilton, in the Regional Municipality of Hamilton-Wentworth, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act.

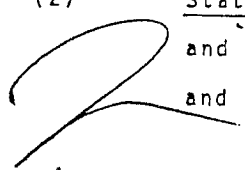
AND WHEREAS the Declarant has constructed a building upon the said lands containing forty (40) dwelling units, three (3) commercial units.

AND WHEREAS the Declarant intends that the said lands, together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

- (1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (2) Statement of Intention - The Declarant intends that the lands ^{interest appertaining to the Lands} and ~~premises~~ described in Schedule "A" be governed by the Act, and any amendments thereto.
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- (3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.
- (4) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.
- (5) Common Interest and Common Expenses - Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).
- (6) Address for Service and Mailing Address of the Corporation - The Corporation's address for service shall be 60 Head Street, Dundas, Ontario, L9H 3H7, or such other address as the Corporation made by resolution of the Board determine, and the mailing address of the Corporation shall be 60 Head Street, Dundas, Ontario, L9H 3H7.

ARTICLE II

COMMON EXPENSES

- (1) Specification of Common Expenses - The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "E" attached hereto. Notwithstanding the said Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised -
- (i) to pay for any undertaking which costs more than \$10,000.00 and is not required by law, or

- (ii) to repay or pay the costs of any borrowing of money which is in excess of \$5,000.00 or raises the outstanding indebtedness of the Corporation to more than \$10,000.00

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting called for obtaining such approval.

ARTICLE III

UNITS

- (1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

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

The three (3) commercial units shall be used only for commercial purposes as allowed by the relevant Zoning By-Law of the Corporation of the City of Hamilton, except that notwithstanding what is contained in the relevant Zoning By-Law, none of the three (3) commercial units shall be used for any preparation of

food that requires a venting or exhaust system pursuant to any federal, provincial or municipal requirement.

Any signs placed upon the commercial units must be in accordance with the By-Laws of the Corporation of the City of Hamilton and must be in good taste. With regard to Unit 3 Level 1 there shall be no signs placed on it's roof or on it's west wall.

The owners of the commercial units shall at any time have the right to and be entitled to access to any and all parts of the common elements which they may require in order to service all or any part of those commercial units or to upgrade or improve all or any part of the services to those commercial units and without limiting the generality of the foregoing the owners of that commercial units shall be entitled from time to time to access to any and all parts of the common elements in order to upgrade or improve or hook in, plumbing or additional plumbing, electrical or additional electrical, heating or additional heating, airconditioning or additional airconditioning or any other services to those units or to the benefit of those units.

The owners of the commercial units shall from time to time be entitled to erect, hang or otherwise install compressors or airconditioning units within the common element provided that such compressors or airconditioning units shall not be installed within 3 meters of any balcony or where they would obstruct any walkway, ramp or driveway.

- (b) The exclusive use portions designated for parking are subject to interruption from time to time by the Corporation, its servants, agents and employees for purposes of ingress to and egress from mechanical, electrical and service areas and equipment in the common elements portion adjacent thereto.
- (c) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance 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.
- (d) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the Declaration, the By-laws and the Rules.
- (e) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.

- (f) No animal, livestock or fowl, other than a pet shall be kept or allowed in any unit. No pet that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or around any unit.
- (g) No change shall be made in the colour of any exterior window, door, glass or screen of a unit except with the prior written consent of the Board of Directors of the Corporation. All shutters and reflective window covering or other such covering of the exterior doors and windows shall be uniform in colour as prescribed by the Board of Directors of the Corporation. Except for signs located on the commercial units, the unit owner shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall the unit owner grow any type of plant, shrubbery, flower, vine or grass outside his unit, nor shall the unit owner place any furniture or equipment outside his unit, except with the prior written consent of the Board of Directors of the Corporation, and further, when approved, subject to the rules and regulations adopted by the Board of

Directors of the Corporation. No clothesline or similar device shall be allowed on any portion of the property nor shall clothes be hung anywhere except where designated by the Board of Directors of the Corporation.

- (h) No noise shall be permitted to be transmitted from one unit to another. In the event the Board of Directors of the Corporation determines that any noise is being transmitted to another unit and that such noise is an annoyance and/or a nuisance and/or disruptive (regardless of whether that unit is below or wherever situated in relation to the offending unit), then the owner of such unit shall at his own expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board of Directors of the Corporation. In the event the owner of such unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the unit owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees.

(2) Signs, Aerials and Antennas

- (a) Aerials and Antennas: No exterior aerial or antenna shall be placed on the property, including units and common elements unless the Board of Directors consents in writing to the said antenna or aerial.
- (b) Residential, Units: No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any residential unit whatsoever.

(3) Rights of Entry to the Unit

- (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, 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.

- (e) 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 IV

COMMON ELEMENTS

- (1) Use of Common Elements - 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.
- (2) Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the Declaration, By-laws and the Rules passed pursuant to the Act, the owner of each dwelling unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.
- (3) Restrictive Access - Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property including those parts of the common element designated on the description as "Meeting Room" being a common room available for leasing purposes for the Condominium Corporation, and, without the consent in writing of the Board, no owner shall have the right of access to the residence and parking

space used from time to time for any building superintendent. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 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, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.
- (b) 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 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 animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

- (1) Each owner shall maintain his 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. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.
- (2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, but not the exterior or interior surfaces of windows, all at its own expense, whether such doors are part of a unit or are part of the common elements.

ARTICLE VI

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- (1) 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 by the Corporation;
 - (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; and
 - (d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys 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 its 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) 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 twenty-five per cent (25%) of the building, or

(ii) determine that there has been substantial damage to twenty-five per cent (25%) of the building and within sixty (60) days thereafter the owners who own eighty per cent (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 VII

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.

(b) 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 of such real and personal property.

Every policy 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 as against the owners, and any member of the household or guests of any owner or occupant of 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 (60) days' prior written notice to the Corporation and to the Insurance Trustee;
 - (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 One Million (\$1,000,000.00) dollars; 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 of any owner or occupant of a unit.

- (d) Insurance against the Corporation's liability arising from the ownership, use of 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 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. The Board may, however, authorize an owner in writing to adjust any loss to his unit.
- (c) 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 (10) days before the expiry of any current insurance policy. The 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.

- (d) 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 to any manner other than as provided in the 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, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy 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, or guests, except for arson, fraud, vehicle impact, vandalism or 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 VIII

MISCELLANEOUS

- (1) Invalidity - Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.
- (2) Waiver - The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws, or any Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, not be deemed to abrogate or waive any such provision.
- (3) Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.

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

DATED at Hamilton, Ontario, this 24 day of MAY, 1989.

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

BRANOCON (HAMILTON) LTD.

Per: A. J. [Signature]
Secretary

Per: _____

SCHEDULE 'A'

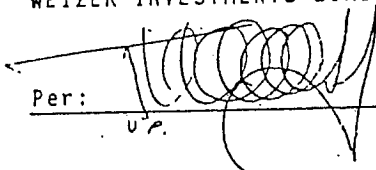
In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, being composed of Lot 4 and part of Lots 5 and 6 according to a plan registered in the Land Registry Office for the Registry Division of Wentworth as Registered Plan No. 173 (W.B. Hunter Survey), and being designated as PART 1 on a plan of survey deposited in the aforesaid Land Registry Office for the Land Titles Division of Wentworth, as Plan 62R-10002, and being all of Parcel 4-1 for Section W173(c).

SCHEDULE "B"

WEIZER INVESTMENTS LIMITED having a registered encumbrance within the meaning of Clause (b) of Subsection (1) of Section 3 of The Condominium Act, registered as No. 429377 C.D. in the Land Registry Office, for the Land Titles Division of Wentworth (No. 62), at Hamilton, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, Ontario, this 26th day of MAY, 1989.

WEIZER INVESTMENTS LIMITED

Per:  _____
U.P.

Per: _____

SCHEDULE "B - 2"

THE TORONTO-DOMINION BANK having a registered encumbrance within the meaning of Clause (b) of Subsection (1) of Section 3 of The Condominium Act, registered as No. 460211 C.D. in the Land Registry Office, for the Land Titles Division of Wentworth (No. 62), at Hamilton, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, Ontario, this 30 day of May, 1989.

THE TORONTO DOMINION BANK
I have the authority to bind the
corporation

Per: _____

Patrick J. Kelly
Manager, Commercial Services

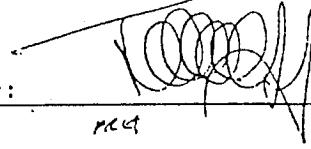
Per: _____

SCHEDULE "B - 3"

THE EFFORT TRUST COMPANY having a registered encumbrance within the meaning of Clause (b) of Subsection (1) of Section 3 of The Condominium Act, registered as Instrument No. 465723 C.D., in the Land Registry Office for the Land Titles Division of Wentworth (No. 62), at Hamilton, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, Ontario, this 26th day of MAY, 1989.

THE EFFORT TRUST COMPANY

Per: 
MCT

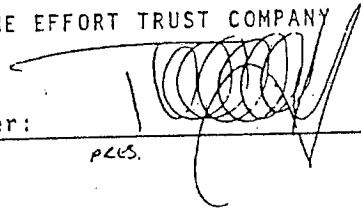
Per: _____

SCHEDULE "B - 4"

THE EFFORT TRUST COMPANY having a registered encumbrance within the meaning of Clause (b) of Subsection (1) of Section 3 of The Condominium Act, registered as Instrument No. 247657 L.T., in the Land Registry Office for the Land Titles Division of Wentworth (No. 62), at Hamilton, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at Hamilton, Ontario, this 21st day of MAY, 1989.

THE EFFORT TRUST COMPANY

Per: 
p265.

Per: _____

1. BOUNDARIES OF RESIDENTIAL UNITS
(being Units 1 to 4 inclusive on Levels 2 to 11 inclusive).

Each residential unit shall comprise the area within the heavy lines shown on Part 1, Sheets 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Part 1, Sheets 2 and 3 of the Description and all dimensions shall have reference to them. Without limiting the generality of the foregoing, the boundaries of each residential unit are as follows:

Horizontally

- (a) The upper surface of the unfinished concrete floor slab.
- (b) The lower surface of the unfinished concrete ceiling slab.

Vertically

- (a) The backside surface of the drywall sheathing separating one unit from another such unit or from the common elements.
- (b) The interior or unit side surfaces of all exterior doors, door frames, windows, window frames and the exterior surface of all glass panels therein, the doors and windows being in a closed position.
- (c) In the vicinity of pipe spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said pipe spaces.

2. BOUNDARIES OF THE COMMERCIAL UNITS
(being Units 1 to 3 inclusive Level 1)

Each commercial unit shall comprise the area within the heavy lines shown on Part 1 Sheet 1 of the Description with respect to the unit number indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Part 1 Sheet 1 of the Description and all dimensions shall have reference to them. Without limiting the generality of the foregoing, the boundaries of each commercial unit are as follows:

Horizontally

- (a) The upper surface of the unfinished concrete floor slab.
- (b) The lower surface of the unfinished concrete ceiling slab.
- (c) The lower face and plane of the steel ceiling joists in Unit 3 only.

Vertically

- (a) The unit side surface of the concrete or concrete block walls, Unit 3 only.

(continued)

SCHEDULE "C" (continued)

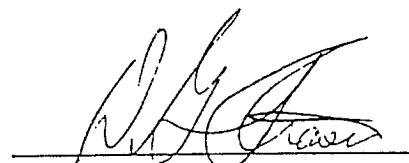
- (b) The interior or unit side surfaces of all exterior doors, door frames, windows, window frames and the exterior surface of all glass panels therein, the doors and windows being in a closed position (excepting the doors and windows on the front or north side of Unit 3).
- (c) The vertical plane defined by the corners of the brick walls on the northern face of Unit 3 only.
- (d) The unfinished unit side surface of the brick walls under the storefront windows of Units 1 and 2.
- (e) The backside face of the drywall surrounding any pipe spaces.

Notwithstanding the above, no residential or commercial unit shall include:

- (a) Any window frames, or exterior doors and door frames leading out of the unit saving and excepting the doors and windows in the front of Unit 3 Level 1.
- (b) Any concrete floor slab, structural member of load bearing partitions and insulation and/or vapour barriers contained within the unit.
- (c) Any pipe, wire, cable, conduit, duct, flue, shaft or public utility line used for power, cable television, water, heating, air conditioning or drainage which is located within any unit and provides any services or utility to another unit or units, but the unit shall include heating, ventilation or air conditioning equipment within the boundaries of the unit and which services the individual unit only, and any outlet, fixture or facility with respect to any such service or utility which is located within the boundaries of the unit and which serves the unit only
- (d) Any enclosure or space reserved for the use of items set out in paragraph (c) hereof.

Dated Hamilton, Ontario

This 2nd day of February A.D., 1989.



D. G. Fraser, Ontario Land Surveyor

SCHEDULE "D"

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Dwelling
Unit Number

Level Number

Proportion of Common
Interest and Contribution
to Common Expenses
expressed in percentagesCommercial units1
2
31
1
11.664
1.228
1.228Dwelling units1
2
3
42
2
2
22.397
2.397
2.397
2.3971
2
3
43
3
3
32.397
2.397
2.397
2.3971
2
3
44
4
4
42.397
2.397
2.397
2.3971
2
3
45
5
5
52.397
2.397
2.397
2.3971
2
3
46
6
6
62.397
2.397
2.397
2.3971
2
3
47
7
7
72.397
2.397
2.397
2.3971
2
3
48
8
8
82.397
2.397
2.397
2.3971
2
3
49
9
9
92.397
2.397
2.397
2.3971
2
3
410
10
10
102.397
2.397
2.397
2.3971
2
3
411
11
11
112.397
2.397
2.397
2.397

100.000



SCHEDULE "E"
SPECIFICATION OF COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation.
- (b) All sums of money levied or charged to the corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - water and sewage, unless separately metered for each unit
 - electricity, unless separately metered to each unit
 - waste disposal
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit.
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property.

- (d) The cost of maintaining fidelity bonds as provided in the by-laws.
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms, or corporations engaged or retained by the corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services,
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof.
- (g) All sums of money paid or payable by the corporation pursuant to the provisions of The Condominium Act.
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.
- (i) The cost of insurance appraisals.
- (j) The fees of the Insurance Trustee.

30.

SCHEDULE "F"

BALCONIES

The owner of each dwelling unit shall have the exclusive use of the balcony to which his unit has sole access and all balcony windows, and the balcony door. As illustrated on sheets of the description filed concurrently herewith.

The exclusive use of balconies is subject to the right of access by the Condominium Corporation for any and all purposes as required by the Condominium Corporation.

SCHEDULE "F - 2"

(a) The several owners of the Units shall have exclusive use of those parts of the common elements numerically designated opposite the number of the respective unit and followed by the letter "P" for the purpose of parking motor vehicles only:-

Unit Number	Level Number	Parking Space	Level
<u>Commercial Units</u>			
1	1		
2	1	P3, P4, P5, P6	1
3	1	P1, P7, P8	1
<u>Dwelling Units</u>			
1	2	P23	A
2	2	P16	A
3	2	P2	1
4	2	P17	A
1	3	P32	A
2	3	P33	A
3	3	P34	A
4	3	P35	A
1	4	P36	A
2	4	P37	A
3	4	P38	A
4	4	P39	A
1	5	P18	A
2	5	P19	A
3	5	P1	A
4	5	P2	A
1	6	P3	A
2	6	P4	A
3	6	P5	A
4	6	P6	A
1	7	P7	A
2	7	P8	A
3	7	P9	A
4	7	P10	A
1	8	P11	A
2	8	P12	A
3	8	P13	A
4	8	P14	A
1	9	P31	A
2	9	P30	A
3	9	P29	A
4	9	P28	A

SCHEDULE "F - 2A"

Unit Number	Level	Parking Space	Level
<u>Dwelling Units (Cont'd.)</u>			
1	10	P27	A
2	10	P26	A
3	10	P25	A
4	10	P24	A
1	11	P15	A
2	11	P22	A
3	11	P21	A
4	11	P20	A

The exclusive use of parking spaces is subject to the right of access by the Condominium Corporation, for any and all purposes as required by the Condominium Corporation to carry out its obligations pursuant to the Declaration, By-Laws, Rules and Regulations and the Condominium Act of Ontario.