BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

SEPT. 20, 1972

DATED

06550

on the 18 day of Act 13.22 Received in the Office of Land Till. at Brampton at 4:11 P.M.

and entered in Macel Nesister Parcel 8-1

Section 43-819

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PROPERTY OF THE REGISTRY OFFICE

DECLARATION

PEER COND. PLAN NO. 27

Toronto-Dominion Centre, Barrister and Solicitor, P.O. Box 258, Royal Trust Tower, SHIFF 6KOSS Toronto 111, Ontario. Suite 1912,

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED, a Corporation incorporated under the laws of the Province of Ontario and having its Head Office in the Township of Chinquacousy in the County of Peel,

(Hereinafter called the "Declarant"),

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Township of Chinquacousy 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.

WHEREAS the Declarant has constructed a building upon the said lands containing 353 'dwelling units, and,

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I INTRODUCTORY

- (1) <u>Definitions</u> The following terms used herein have the meanings set out below, unless the context otherwise requires:
 - (a) <u>common elements</u> means all the property except the units;
 - (b) common interests means the interest in the common elements appurtenant to a unit;
 - (c) owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;
 - (d) property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;

- (e) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
- (f) The definition of "unit" for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectual plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.
- (h) Mortgage, Mortgagor, and Mortgagee shall herein refer to Charge Chargor, and Chargee.
- (2) Statement of Intention.

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

(3) Consent of Encumbrancers.

The consent of all persons having registered encumbrances against the land or interests 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) (a) Common Interests

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, a total of the proportions of the common interests shall be one hundred per cent (100%).

-2 (a)-

(b) 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 proportion set forth opposite each Unit number in Schedule "E" attached hereto. The total of the proportions of the common expenses shall be one hundred per cent (100%)

(6) Address for Service.

The corporation's address for service shall be 460 Clarke Blvd.; Bramalea or such other address as the corporation may by by-law determine.

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

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the foregoing, shall include those expenses set out in Schedule "F" 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.

III COMMON ELEMENTS

(1) Use of Common Elements.

Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Common Elements.

Subject to the provisions of the Act, this declaration, the by-laws and the rules and regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "G" 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 a dwelling for any building superintendent, utilities areas, building maintenance storage areas, managers offices, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided however that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the building manager.

- (4) (a) The corporation may by a vote of members, who own eighty (80) per cent of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.
- (b) The corporation may by a vote of the majority of the members make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.
- (c) For the purposes of this clause, 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.

IV UNITS

(1) Occupation and Use.

The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each unit 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.
- (b) 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 referred to in this declaration.
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

(2) Requirements for Leasing.

- (a) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:
- (b) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the corporation.

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

V BY-LAWS

The corporation may, by a vote of members who own 66 2/3 per cent of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) govering the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses.
- (i) respecting the conduct generally of the affairs of the corporation;

VI MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) 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.

Repairs and Maintenance of Common Elements by the Corporation. The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors which provide the means of ingress to and egress from a unit and to all windows, save and except maintenance of interior surfaces of windows, all at its own expense.

Subject to this paragraph, each unit owner shall maintain his unit as well as all door panes, window panes, exterior surfaces of doors leading to the common element and interior surfaces of window frames therein. For the purposes of this paragraph, the replacement of broken windows shall be deemed to be maintenance of the unit and shall be the responsibility of the unit owner.

VII DAMAGE

(1) Procedure Where Damage Occurs.

Where the board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications.

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, 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.

VIII 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.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this 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 mortgages of any insurance mories

ment 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) In the event that:

- (a) the corporation is obligated to repair any unit insured under paragraph (1) subclause (b) of Clause IX hereof, in accordance with the provisions of Section 16(6) or Section 17(2) 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 Section 17(2) of the Act and there is termination in accordance with the provisions of Section 18 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.
- (c) The board, in accordance with the provisions of Section 17(1) of the Act, determines that there has not been substantial damage to 25 per cent of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Clause VI of this declaration, and Section 16(6) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this sub-clause 2 of Clause VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit. The insurer and trustee must be acceptable to the Mortgagees.

IX INSURANCE

(1) By the Corporation.

The corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:-

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
 - (i) the property, excluding the units;
 - (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such 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 this declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

- (i) that loss shall be payable to the Insurance Trustee;
- (ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner;

- (vi) 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 insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit; such insurance shall be for a minimum amount of \$1,000,000.00 for any one accident.

(2) General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause IX, or any renewal or renewals thereof, or at such 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 affected pursuant to sub-clause (1) of this Clause IX and the cost of such appraisal shall be a common expense.
- the corporation, its board, and its officers, 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) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

- (d) A certificate 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 mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.
- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.

(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 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, 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 and fraud.
- (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.

X INDEMNIFICATION

Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licencees of such owner or resident to or with respect to the common elements and/or all other

units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

XI FIRST MEETING

As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.

XII GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry

- (a) The corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, 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 for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists.
- c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents,

do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the bylaws.

Units, Subject to Declaration, By-laws, Common Elements Rules (2) and Rules and Regulations.

All present and future owners, tenants and residents of units, their families, guests, invitees or licencees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

Invalidity. (3)

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.

Waiver (4)

The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other rules and regulations of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by dulivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service horein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and

to each mortgagee who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the corporation in the manner aforesaid.

(6) Construction of Declaration.

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

(7) 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 TORONTO and Province of Ontario, this 5 day of Syrt 1972.

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

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

Per: Mahl - 18

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of lands and premises and being those parts of Blocks "B" and "C" according to Plan 819 in the Township of Chinguacousy in the County of Peel, registered in the Registry Office for the Registry Division of Peel and designated as Parts 1 and 2 on a Plan of Survey of Record in the Office of Land Titles at Peel as 43R-483.

SCHEDULE

THE CONDOMINIUM ACT

CONSENT

THE BANK OF MONTREAL, the party to a Mortgage registered as Instrument Number 178364 V.S. Chinguacousy, against the title to Part of Blocks "B" and "C" on Plan 819 and designated as Parts 1 and 2 on a Plan of Survey of Record in the Office of Land Titles at Peel as Number 43R-483, hereby consents, without prejudice to the rentention by it of all rights in the Mortgage as set out in the said Instrument, to the application of Bramalea Consolidated Developments Limited to register under The Condominium Act, a Declaration and a Description by which the said lands will become a Condominium.

Manager

Montal.

DATED at Toronto, this

day of October 1972.

BANK OF MONTREAL

EXECUTED BY BANK OF MONTREAL

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SCHEDULE "B"

THE CONDOMINIUM ACT

CONSENT

HOUSING CORPORATION LIMITED, the party to a Mortgage registered as Instrument Number 175993 V.S. Chinquacousy, against the title to Part of Blocks "B" and "C" on Plan 819 and designated as Parts 1 and 2 on a Plan of Survey of Record in the Office of Land Titles at Peel as Number 43R-483, hereby consents without prejudice to the retention by it of all rights in the Mortgage as set out in the said Instrument, to the application of Bramalea Consolidated Developments Limited to register under The Condominium Act, a Declaration and a Description by which the said lands will become a Condominium.

DATED at Toronto, this 20th day of Muyur 1972.

HOUSING CORPORATION LIMITED

Per: Vau

D.

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O.H.C.

SENIOR SOLICITOR /C/C APP'D.

SCHEDULE "B"

THE CONDOMINIUM ACT

CONSENT

THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY, the party to Agreements registered as Numbers 38492, Chinquacousy, 61443 V.S. Chinquacousy, 91413 V.S. Chinquacousy, 107902 V.S. Chinquacousy, 141689, V.S. Chinquacousy and 151257 V.S. Chinquacousy, against the title to Part of Blocks "B" and "C" on Plan 819 and designated as Parts 1 and 2 on a Plan of Survey of Record in the Office of Land Titles at Peel as Number 43R-483, hereby consents without prejudice to the retention by it of all rights in the Agreements as set out in the said Agreements, to the application of Bramalea Consolidated Developments Limited to register under The Condominium Act, a Declaration and a Description by which the said lands will become a Condominium.

DATED at Portonto, this 22nd day of festimbe 1972.

THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY

Per:

Per:

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SCHEDULE "B" THE CONDOMINIUM ACT

CONSENT

THE BANK OF NOVA SCOTIA, the party to a Mortgage registered as Instrument Number 178363 V.S. Chinquacousy, against the title to Part of Blocks "B" and "C" on Plan 819 and designated as Parts 1 and 2 on a Plan of Survey or Record in the Office of Land Titles at Peel as Number 43R-483, hereby consents without prejudice to the retention by it of all rights in the Mortgage as set out in the said Instrument, to the application of Bramalea Consolidated Developments Limited to register under The Condominium Act, a Declaration and a Description by which the said lands will become a Condominium.

"IN WITNESS WHEREOF The Bank of Nova Scotia has hereunto affixed its Corporate Seal as witness the hands of its proper officers in that behalf DATED at Toronto, this 21st day of September 1972.

BANK OF NOVA SCOTIA

Per:

General Manager

Secretary

N.S. Docume No. 57348 Approved for The Unit boundaries are as follows:

Vertical Boundaries

Basement:

The interior surfaces of the poured concrete walls and the inner surfaces of window frames and windows

Floors above ground:

The interior or unit side surface of the concrete block walls, the interior line and face of 2 inch by 4 inch studs in brick veneer or frame walls, the unfinished interior surfaces of windows and window frames and exterior doors and frames.

Horizontal Boundaries

Lower:

Upper surface of the concrete floor slab in the basement, garage or ground floor.

Upper:

Upper surface of ceiling dry wall on top floor ceiling and the upper face and plane of 2 inch by 8 inch joists in roofs of projection in projecting garages.

In the vicinity of the bay windows the Unit Boundaries are the unfinished interior surfaces of the down and bay as constructed.

The Unit Boundaries above the ground floor entry porches on Unit Types "C" "D" and "G" are the underside of the sub-floor above the ground floor and the Unit Boundary below the ground floor entry porches on Unit Types "C" and "G" is the underside surface of the concrete slab forming the floors of the said porches.

SCHEDINE " D' "

BLOCKS "B" and "C", REGISTERED PLAN 819

353 TOWNHOUSE CONDOMINIUM UNITS

PERCENTAGE PROPORTIONS OF COMMON INTEREST ATTACHED TO THE UNITS

•	•			,	,
UNIT #	LEVEL #	PROPORTION	UNIT #	LEVEL #	PROPORTION
40		.275% ~	56	Level 1	.275%
Unit l	Level 1	.275%	57	101.01	.275% /
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" 10		.275%	66	11 11	.275%
11		.275%	67	u u	.275% 🗸
" 12	•	.275%	68	g . II	.275% Y
" 13		.275%	69	pt II	.275%
" 14	•	.275% ~	70	. 11 11	.275%
" 15		.275%	70 71	tt 0	.275% v
" 16		.29% -	72 ·	. 48 . 11	.275% <
" 17		.299%	73	n H	.275% v
" 18		299% ~	73 74	94 B +	.275%
" 19		.299% ~	75 75	и п	.275% ✓
" 20		.299% ~	75 76	n u	.275%
" 21	•	.29%	77	a' a	.275% ν
" 22		.299% /	77 78	и п	.275%
. 23		.299% ν	79	* n n	.275%
24		.29%	80	n n.	.275%
" 25		.299%	81	11 11	.275%v
" 26		.299% ~ .	82		.275%
" : 27		.29%	83	11 11	.275% -
" 28		.299%	84	1 11 11	.275% 🗸
" 29		.299% 1	85	ы II	.275%
" 30		.299%	86	н н	.275%
" 31		.300%	87	0 0	.275% 🗸
. " 32		.275%	88	11 11	.275%
" 33			89	11 0	.275% 🗸
" 34		.275% /	90	н (г	.275%
" [*] 35		.275%	91		.275%✓
" . 36		.275%	92	n 0	.275% V
" 37		.275%	93	n tt	.275%v
" 38		.275%	94	и , п	.275% v
" 39		.275% V	95	u II	.275% >
" 40		.275% ·	96	и и	.275% v
" 4]		• ~ 1 ~ 70	97 ·	H · H	.275%
" 42		.275% ~ .275% ~	98	n 11	.275% v
" 43		.275%	99	11 11	.275% V
H 44	•	.275%	100	n i	.275% V
u 45	,		101	11 11	.275% v
" 46	· .	.275% V	102	в и	.275% ✓
u 4.	<i>t</i>		103	ii n	.275%
ıı 48	•	.275% V	104	13 19	.275%
" 49	,		105	. 11	.275%
" 50	•		106	'n n	. 275% v
" 5	.		107	11 II	.275%
" 5	4		108	и . п	.287% v
" 5	,	nonet .	109	11 , H	.287% V
" 5	· r	/	110	11 ' (1	.287% <i>∨</i>
" 5:	" "	. 413/0			
					· ·

A .				Addition to the second		nnonemm=01*
AT.	_#_	LEVEL #	PROPORTION	UNIT #	LEVEL #	PROPORTION
		egrant ege ga	.287% ✓	Unit 172	Level 1	.300%
Unit		Level l	.287% ✓	" 173	at to H .	.300% 🗸
н	112	11 11	.287% 🗸	n 174	n ()	300%
	113	u 11	.287%	" 175 .	n h	.300%
	114		.287% /	" 176	ji 11	* 200/b
11	115	, , ,	.287%	" 177	n 11	.300% V
	116 117	u 11	.287% ✓	" 178	in 11	.300%
	117 118		.287% V	" 179	•	.300%
"	118 119	m m m.	.287% ✓	" 180	, H , H	.300%
	120	g u	.287% ✓	" 181	n n	.300%
	121	n n	.287% ✓	" <u>1</u> 82		.300%
	122		.287% ✓	" 183 " 184	ar u	.300% 🗹
n .	123	и и	.287% ✓	" 184 " 185	u n	.300%
u	124	in a sign of the s	.287% √	" 186	п п	.300%
	125		.287% ✓ 287% ✓	" 187	H II	. 300%
11 y r	126	u v.	.287% ✓ .287% ✓	" 188	u d	.300%
	127	и и и и	.287% / .300% /	" 189	11 11	.300%
4"	(128)		.300% / 300%	" 190	и и	.300%
94 /	128	81 11	300% /	" 191		. 300/0
(O u	129	11 11	.300% ·	" 192	11 H	.300% ✓ .300% ✓
	130 131	n B	.300%	193	tr 11	.300%
U , . 	131 132	и и	.300% ~	1194		.275%
11	132 133		.300% v	" 195 " 196	n n	.275%
1	. 134	u ú	.300%	" 196 " 197	,n 11	.275% ~
	135	u u	,300%	" 197 " 198	ú B	.275% ~
11	136	и и	.300% ✓	" 198 " 199	u 11	.275%.~
п	i37	n #	.300% /	" 199	11 11	.275% ~
	138		.275% /	" 201	a a	.275% ~
	139	11 11	.275% ~ .275% ~	" 202	и и	.275% ~
	140	11 11	.275% v .275% v	" 203	· R 0	.275% ~
11	141	, 16 61	.275% V .287% ×	u 204	(t 1)	.275% ~ .275% ~
11 10	142	, , , , ,	.287%	n 205		.275% ~ .275% ~
. # () . # ()	143 144	n	.287% v	" 206	n 11	0770/ /
	144 145	n n	.287% 🗸	" 207		ontol /
u u	145 146	u ti	.287% 🗸 .	" 208 . " 209		0 W F 0 4 1 4
. "	147	$(2)^{m_{n+1}} = (m_n) + m$.287% -	" . 209 " · 210	11 11	.275%
· u	1.48	u 11	.275% /	" 210 " 211		02501 1
n .	149	и н	.275%	" 211	n ti	.275% ~
11	150	H H	.275% ✓ 275% ✓	" 212	. "	.275%
, u	151	er 41	.275% √ .300% √	" 214	. 11 1	
u	152	, a a		" 215		.275% ~
	.153	и и		" 216	, "	.275% ~ .275% ~
	154 155	n 11		" 217	, , , ,	22521
11			.300% /	" 218		.275% ~
11			.300%	" 219		.275% 🗸
11 10		11 11	.300% ~	" 220 " 221		.275%
11		3t (I	.300% ~	" 223 " 222).	ıı .275% ∨
n		n n		" 222 " 223	4	.275%
ıı.	161	n 11	· · · · · · · · · · · · · · · · · · ·	" 222 " 224		.275% 🗸
	162		300% × 300% ×	u 225	5 "	.275%
u	163		.300% .300% -	n 226	6 "	.275%
			.300% > .300% >	. " 22	7 "	2757
1.	165	•	.300% >	" 228	8 "	0050/
	" 166 " 167		" .300% √	u 22		.275%
	" 167 " 168		" .300% ✓	u 23		11 .275% V
	" 168 " 169		.300% ✓	" 23). l.	.275% 🗸
5	" 169 " 170		ı .300%∴√	" 23 " " 23		275%
	" 171	H.	.300%	" 23	"	
	,					,

	٠,			•	
_		3	3		_

IT	韭	LEVEL #	PROPORTION	UNIT		LEVEL #	PROPORTION
Unit	234	Level 1	.275%	Unit		Level 1	.300% ~
II .	235	n 11	.275%	Iŧ	298	16 11	.300% ~
u	236	n t	.275%	R	299	i i di esti	.300%
	237		.275% ✓		300	, u ' H	.300%
	238	n 11	.275% /	II ·	301	H 11	.300%
u	239	. 41 11	.275% - ' '	IJ	302		.275% ✓
	240	д и	.275%	Iŧ	303	H. 0	.275%
. H		fT 11	.275% ✓	11	304		.275%
	241	ji II	.275% ✓	. 11	305	. 0 11	.275%
n	243	g II	.275% ✓	11	306	13 11	.275%
	244	a a	.275%	#	307	11 11	.275%
	245		.275%		308		.275%
		4	275% 2 200%	, 0	309	n, n	.275% 🏑
\ %	246, 248	and the second s	275%	ŧI	310	n n	.275% 🗸
98 "	1.5	ր ա	.275%~	IJ	311	11 11	.275% 🗸
0	249 250		.275% /		312	li ti	.275% 🗸
		a ú	.275% ~	It	313	II II	.275%
	251	0 0	.275% 🗸	IJ	314	n d	.275% 🗸 .
11	252	n n	.275%		315	11	.275% 🗸
11	253	gr 11	.275% ~	It	316	0 0	.275%
- 11	254	u u	.275% v	11	317	n ' 11	.275% 🗸
•	255		.275% v		318	11 11	.275% v
#	256		.275% ~	11	319	. H. 11	.275% 🗸
	257	u u	.275% v	tt .	320	. 11 11	.275% 🗸
"	258	u ny	.275% ✓.	-0	321	n n'	.275%
, vu	259	н п	.275%	13	322	II at	.275% ~
- 11	260	n 0	.275%	It	323	. 11 11	.275%
0	261	tr ti	.300% 🗸	11	324	и , и	.275% 🗸
ti	262	e e	.300%	II	325	ti ti	.275%. 🗸
	263	ar II	.300% -	Ц	326	4 0	.275% 🗸
, H	264	n n	.300%	ä	327		.275% V
	265	, , , , , , , , , , , , , , , , , , ,	.300%	ti	328	11 ti	.274%
. "	266	н п	.300%	11	329	, at U	.274%
	267	, , , , , , , , , , , , , , , , , , ,	.300%	IJ	330	11 11	.274% -
11	268	n n	.300%	Iŧ	331	n U	.274% ~
Maria Harris	269	n (1	.287%	II	332	11 11	.27,% ~
	270	ų II	.287%	11	333	* * * # # # #	.274%
· n	271	n	.287%	ıı	334	н 1 и	.274% ~
	272		.287%	11	335	11 11	.274% -
	273	u u	.287% ~	11	336	tt ti	.274% ~
	274	11 11	.287% ✓	ti	337	u 10	.274%
	275		.287% ~	18.	338	' n n	.274% ~
	276	и и	.287% ✓	11	339	11 11	.274%
H	277	n 0	.287% 🗸	11	340	11 11	.274% ~
"	278		287%	U	341	n. U	.274%
	279-		.287% ~		342	H II	.274 %
. 0 '	280	n	.287% ✓	11	343	ur 11	.274%
n ·	281		.287%	B	344	u t	.274%
. "	282		.287%	11	345	ti ti	.274.%
11	283		.287% ~	u	346		.274%
t1	284		.287%	. ju . '	347	n · n	.275 % V
"	. 285		.287% v	.0	348	' 0 0	.274.%
П	286		.287% ✓	. 11	349	11 11	.285 %
n n	287	· .	.300% ✓	U	350	, ir H	.274%
- 11	288		.300% -	'n	351		.274% 1
	289	·	.300% ~	B.	352	11 14	.274%
	290		.300% V		353	n u	. 299 %
	291		.300% /				
11	292	•	.300% ✓				1000
	293		.300%				100.00
	294		.300% <				
	295		.300%				
	296	, , , , , , , , , , , , , , , , , , , ,	• 300/0	•			

SCHEDULE . " E "

BLOCKS "B" and "C", REGISTERED PLAN 819

353 TOWNHOUSE CONDOMINIUM UNITS

PERCENTAGE PROPORTIONS OF COMMON EXPENSES ATTACHED TO THE UNITS

UNIT #_	LEVEL #_	PROPORTION	. UNIT #	LEVEL #	PROPORTION
	Level 1	2020/	56	Level 1	.283%
Unit 1	Level 1	.283%	57	n, n	.283%
" 2		.283% .283%	58	0.00	.283%
. 4	n 0	.283%	59	a n	.283%
5		. 283%.	60	a a	.283%
6		283%	61	11 11	.283%
7	11 11	.283%	62	41 11	.283%
." 8	11 11	.283%	· 63	u u	.283%
" 9	n #	.283%	64		.283%
" 10	er 11	.283%	65	ú H	.283%
r 11		.283%	-66	u u	.283%
" . <u>1</u> 2	# #	.283%	67	11 11	.283%
" 13	n u	.283%	68		.283%
" 14	er tr.	.283%	69	". "	.283%
" 15		.283%	70		.283%
" . <u>1</u> 6	n in in	. 283%	71	# # .	.283%
17	11 . 11	.283%	72	n 11	.283%
. " 18 "	ii li	.283%	73	n 11	.283% .283%
." .19	of H	.283%	74		.283%
" 20	a a	.283% .283%	75 76		.283%
" 21		. 283%	76 77	11 11	. 283%
u 22	# II	.283%	· 78	ti ti .	.283%
" 23	# , H	.283%	79	11 11	.283%
. " 24	0 "	.283%	80	gt (f	.283%
" 25 " 26	n 11	.283%	81	11 11	. 283%
2,0	n 11	.283%	. 82	u u	.283%
" 27 "		. 283%	83		. 283%
" - 26 " 29	19 11	.283%	84	1) li	.283%
" 30		. 283%	85	11 - 11	.283%
n 31	11 11	.283%	86	19 11	. 283%
". 32	ti it	.283%	87	es II	, 203%
" 33	is ei	.283%	88	11 11	.283%
11 34	. 4	.203%	89	H II	.283%
" 35	1) 1/	.283%	90	tt #	.283%
" 36	ir H	.283%	91	# H	.283%
. " 37	11 11	.283%	92	tt tt	.283%
n 38	ti ti	.283%	, 93	., .,	.283% .283%
" 39	. 11	.283%	. 94	u u	.283%
" 40		.283%	95 00	u u	.283%
" 41	н 'н	.283% .283%	96 . 97	n 11	.283%
42	9 · 0	.283%	97 98	tı 11	.283%
" 43 " 44	i ii	.283%	99	. 11 11	.283%
" 44 " 45	# · #	1283%	100	11 11	.283%
11 46) ii	283%	101	0 #	. 283%
11 47	B . B	.283%	102	ji ji	. 283%
n 48	ii ii	. 28 3%	1.03	1) 11	. 283%
11 19	и • н	. 28 3%	104 ·	ú U	. 283%
ii 50	, ji - li	. 28 3%	1.05	13 15	. 283%
11 51	# #	.283%	106	j) #	, 283%
11 52	# H	.283%	107	n n	. 203%
. 11 53	u u	.203%	100	# II	.283%
11 54	11 11	же из.	109	14 H	. 203%
n bu	}	.203%	. 110	H H	. 203%

	<u>/</u> #_	LEVEL #	PROPORTION	UNIT #	LEVEL #	PROPORTION
Ŕ:	111	Level 1	.283%	Unit 172	Level 1	.283%
33	112		. 283%	" 173	u u	.283%
11	113	tt 'tt	.283%	" 174	. # 11	.283%
**	114		.283%	" 175	11 11	.283%
11	115	n n	.283%	" 176.,		.283%
11	116	n 11	.283%	" 177	u u	.283%
11	117	и и	.283%	יי 178	11 11	.283%
. 11	118	$0 < \varepsilon < 0$.283%	" 179	11 11	.283%
	119	n a	.283%	" 180	и п	.283%
1)	120	u, u	.283%	" 181	11 11	.283%
- 11	121	и и	.283%	· " 182	n, e	.283%
. 11	122	a a a a a a a a a	.283%	" 183	0 0	.283% .283%
	123	0 1	. 283%	" 184	n n	.283%
41	124	a a	.283%	" 185	93 31 11 45	.283%
61	125	u u	.283%	" 186	. 11 11	.283%
. 85	126	a a a	.283%	" 187	. , , , ,	.283%
11	127	u u	.283%	" 188		.283%
В	128	n 11	.283%	" 189	n 0	.283%
-11	(128/		203% -	". 190		.283%
ŭ	129	и п	.283%	" 191	. 11 11	.283%
"	130	11 11	.283%	" 192 " 193	33 91	.283%
H	131	, 11 11	.283%	" 193 " 194	33 11	.283%
***	132	. 4 10	.283%	" 194	15 11	.283%
," -	133	, , , , , , , , , , , , , , , , , , , ,	.283%	" 196		.283%
	134	n 11	283% .283%	" 197	n #	.283%
a.	135	n 11	.283%	" 198	u n	.283%
	136	n 11	.283%	" 199		.283%
	137	и - п	.283%	" 200	, n g	.283%
11	138 139	и п	.283%	" 201	n - 0	283%
- 11	140	a n	.283%	" 202	n H	.283%
u,	141	и - и	.283%	" 203	. 11 11	.283%
. 15	142	, , a n	.283%	" 204	H B	.283%
u	143	u u	.283%	" 205	it 11	.283%
tt	144	a n	.283%	" 206	. 11 11	.283%
u	145	и и	.283%	" 207	11 (1	283%
	146	, u u	.283%	" 208	H II	. 283%
- 11	147		.283%	" 209	11 0	. 283%
#1	148	n n	.283%	" 210		
71	149	11 11	.283%	" 211	15 16	
, a	150	ii ji	.283%	· " 212	11 11	
ŧř	151		.283%	" . 213	. 11 11	
. ú	152	l) 1t	.283%	". 214	11 13	
ıı	153	n II	.283%	" 215	n n	
11	154	11 11	.283%	" 216	, 14 12	
**	155	4 0	.283%	" 217	n n	
11	156	ų n.	.283%	" 218	# #	
"	157	g H	.283%	" 219	, , , , , , , , , , , , , , , , , , ,	
			. 283%	" 220 " 221	i ii	
11		15 11	.283%		n 1	
,11	160	, a ti	.283%	" . 222 " 223		
u u	161	u u	.283%	" 224	n 1	
11	162 163 '	u , "	.283% .283%	" 225	ır ı	
tt	164	n, n	.283%	. " 226	", '	
	165	u u		" 227	y y	
	166	n n	. 283%	" 228	n 1	
15	167	11 11	.283%	" - 229	п 1	
11	168	n • u	.283%	" 230	, e H = 0	.283%
11	169	11 11	.283%	. " 231		,283%
11		и и	.283%	" 232	u e	.283%
.; , #		er er	.283%	" 233	11 (.283%
	-1.7.5		•	3		•

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		LEVEL	莊	PROPORTION	UNIT	. •	LEVEL #		PROPORTION
£ 2	34	Level		.283%	Unit		Level	n : T	.284% .284%
2	35	u		.283%		298	#	u . u	.284%
- 2	36	jii		.283%		299 300	"	11	.284%
. 2	237	0 .	ń	.283%	11	300 301	" ("	.284%
2	238		"	.283%	# B	301 ' 302	•	• n	.284%
2	239	#	n '	.283%		302 ⁻	"	μ	.284%
2	240	ш,	"	.283%		303 304	. 11	11	.284%
2	241	, , • B	11	.283%		304 305	. "	n	.284%
	242	11	11	.283%	u	305 306		H.	.284%
	243	es de <mark>la c</mark> omposition de la composition della c	11 Pr	.283% .284%		306 307	11	11	.284%
	244	H	11		. "	307 308	11	11	.284%
	245	H .	11 H	.284%		309	n	ช	.284%
11 3	346 ₇ 248	11.	. n . n	.284% .284%	15	310		U	.284%
		, II,	u	.284% .284%	11	311	n	"	.284%
	249			.284%	# ·	312	H	. 0	.284%
	250 251	14 18	O.	.284%		313	n .	. 11	.284%
	251 252			.284%	n'	314	11	11	.284%
		, ii	, n	.284%	u	315	. п	21	.284%
	253 254	1232 (11) 11	n.	.284%		316	11	U	.284%
	254 255		 	.284%	n n	317	u	11	.284%
	255 256			.284%		318	u	11	.284%
	256 257	11	. "	.284%	**	319	11	H	.284%
	257 258	. "		.284%		320	11	. 11	.284%
	258 259	. n		.284%	n n	321	11	` II	.284%
	259 260	,	. 11	.284%	'n	322	11	19	.284% 284%
	260 261	. #	n	.284%	"	323	11	11	.284%
	262	11	11	.284%		324		11 ·	.284%
	262 263	ŧ1	tt	.284%		325	n 11	11 ·	.284%
	264	n,	u	.284%	11	326	"	11	.284%
١:	265	.11	·'n	.284%		327	II 11	11	.284% .284%
	266	ņ	11	.284%	H	328	11	11	.284% .284%
	267 ·	11	u '	.284%	. 11	329	11	11	.284%
	268	11	n .	.284%	11	330	11 13	11	.284%
ı ,	269	, u.,	12	.284%	u	331	, II	11	.284%
	270.	II	. "	.284%		332	i1	. #	.284%
•	271	n n	. 11	.284%	() ()	333	. 11	11	.284%
4	272	11	11	.284%	11	334 335	, "	. 11	.284%
	273	88		284%	. "	335		. "	.284%
t , .,	274		11	.284%	11	336 337	n	11	.284%
	275	t1	"	.284% 284%	11	337 · 338	. 11	11	.284%
ı# ·	276	u	11	.284%		· 338	"	17	.284%
ı	277	18 _.	11	.284%	. н	339 340	"	"	.284%
1	278	11 11	11	.284% .284%		340 341	"		.284%
٠.	279		11	.284% .284%	11	341 342		"	.284%
•	280	11 11	11	.284% .284%	. 11	342	11	"	.284%
•	281	11	, n	.284% .284%	"	343 344		11	.284%
	282		, n	.284% .284%	11	344	n	11	.283%
	283	u u	11	.284% .284%	17	345 346	п	u	.283%
	284		11	.284%		347	11	n	.283%
	285	# . #		.284%		348	11	41	.283%
	286	"	n n	.284%	w .	349	ti	u	.283%
ı II	287			.284%	11	350	H _.	II	.283%
)	288 289	11	11	.284%	u	351	41		.283%
H .	289 290	"	n	.284%	n n	352	. 11	11	.283%
H ,	290 291	**	0	.284%		35.3		16	. 201 % 15
11 11	291 292	, "	0	. 284%	•	٠, ٠	• •		,283
II H	292 293		ņ	.284%					
11 17	293 294	"	· ô	.284%	•	•			
)† 	294 295	. "	11*	.284%	•				
1	295	н	11	.284%					$\mathcal{F}_{\mathcal{F}_{\mathcal{F}_{\mathcal{F}_{\mathcal{F}_{\mathcal{F}}}}}} = \mathcal{F}_{\mathcal{F}}}}}}}}}}$
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Specification of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation in addition to the payment of all sums of money levied or charged on account of water supplied to the Corporation and to all Unit owners. Also, the cost of borrowing money to carry out the duties of the Corporation and the repayments including principal and interest of debts incurred for the objects of the Corporation.

SCHEDULE "G"

- 1. Each unit owner shall have the exclusive use and possession of the first floor entry recessed porch to which his unit gives direct access.
- 2. Each space in the common elements designated for Visitors'
 Parking shall be used by visitors and guests of the unit owners
 for the purpose of parking thereon one automobile subject to the
 1, provisions of the Declaration and By-law.
 - 3. space in the common elements shall be designated by the Board of Directors of the Corporation for parking for those unit owners without a garage and shall be used by such unit owners for the purpose of parking thereon one automobile subject to the Declaration and By-law.