

Y 323

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:

STARBURST INVESTMENTS LIMITED,
a Company incorporated under the laws
of the Province of Ontario,

(hereinafter called the "Declarant")

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

WHEREAS the Declarant has constructed an apartment building containing 193 dwelling units, 5 detached dwelling units and 4 semi-detached dwelling units upon the lands.

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I INTRODUCTORY

1. Definitions: - The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) common elements 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 Sections 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its structural 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.

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

It is the intention of the Declarant that the detached and semi-detached dwelling units shall include all structural and mechanical components, including without limitation foundations, supporting walls, roofs, heating, plumbing and electrical systems, while the dwelling units in the apartment building will not include such structural and mechanical components. 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 Interests 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 number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%). The disparity in the percentages of the common expenses between the dwelling units in the apartment building on the one hand and the detached and semi-detached dwelling units on the other hand, arises due to the different basis on which the unit boundaries are described. The result generally will be that the owners of the detached and semi-detached dwelling units will be obliged to maintain their units to a much greater extent than the owners of units in the apartment building.

6. Address for Service

The corporation's address for service shall be:
c/o The Management Office, 50 Quebec Avenue, Toronto, Ontario,
or such other address as the Corporation may determine in accordance with the provisions of the Act.

II COMMON EXPENSES

1. Specification of Common Expenses

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

2. Payment of Common Expenses

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

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 "F" attached hereto.

3. PETS

No dogs shall be kept or allowed upon the common elements, including those parts thereof, of which any owner has the exclusive use, except that the owners of each of Units 1 to 9 inclusive, Level 1 shall be permitted to keep one dog upon that part of the common elements of which they have the exclusive use.

4. 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, manager's 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 percent (10%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

5.(a) The corporation may by a vote of members, who own eighty percent (80%) 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 members who together own a majority of units, 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 as defined in the Zoning By-Laws of the Municipality in which the unit is located, 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 dogs shall be kept or allowed in any

unit, except that each of the owners of Units 1-9 inclusive, Level 1 shall be permitted to keep one dog.

(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 referred to in this declaration.

(d) 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.

(e) 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.

(f) The owners of Units 1-9 inclusive, Level 1, shall not alter the colour of the exterior surfaces of their respective units without the prior written 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:

"I,....., covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation during the term of my tenancy."

(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% of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the corporation subject to approval of each such borrowing of money by the unit owners at meetings duly called for the purpose of obtaining such approval;
- (j) 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. In addition,

and notwithstanding that they may be part of the common elements, each owner shall maintain the interior surface of doors which provide the means of ingress and egress from a unit, interior surfaces of windows, and exterior surfaces of windows where access thereto is available from common elements of which the owner has the exclusive use. Further, each owner of Units 1 to 9, inclusive, Level 1, shall repair and maintain the parts of the common elements of which that owner has the exclusive use, other than his underground parking space.

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 percent (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.

2. Repairs and Maintenance of Common Elements by the Corporation

The corporation shall repair and maintain the common

elements at its own expense, except for those which are required to be maintained and repaired by the owners pursuant to paragraph 1 of this Article VI.

VII DAMAGE

1. Procedure Where Damage Occurs

Where the board has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, notice of such determination shall be given within ten (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 mortgagees of any insurance monies received by it.

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

2. In the event that:

- (a) The corporation is obligated to repair any unit insured under paragraph 1, subclause (b) of Article 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 twenty-five percent (25%) of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and 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 Article 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 subclause 2 of Article 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.

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,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 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 (60) 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 owners from time to time, with limits to be determined by the board.

(d) Boiler and machinery insurance to the extent required as the board may from time to time deem advisable.

2. General Provisions

(a) Prior to obtaining any policy or policies of insurance under subclause 1 of this Article 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 subclause 1 of this Article IX and the cost of such appraisal shall be a common expense.

(b) 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 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 master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by any 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 licensees 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 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 but not later than three (3) months after the registration of this declaration, the members shall hold their first annual meeting, which meeting may be held without notice, 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 one hundred percent (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 damage 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 by-laws.

2. Units, Subject to Declaration, By-Laws, Common Element Rules, and Rules and Regulations

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, 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.

3. 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.

4. Waiver

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.

5. Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering 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 herein, 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, Ontario, this 7 day of APRIL
1977.

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

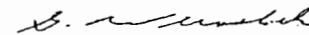
STARBURST INVESTMENTS LIMITED

Per



SECRETARY

Per:



ASSISTANT MANAGER

SCHEDULE "A"

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto, and being composed of those parts of Lots 14, 15, 16, 17, 18, 19, 20, 21 and 22 according to Plan 660-Y registered in the Land Registry Office (No. 63) Registry Division of Toronto, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 on a Plan of Survey of Record in the Land Registry Office (No. 66) - Land Titles Division of Toronto and York South - at Toronto, as 66R-8952;

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto, being Lots 14, 15, 16, 17, 18, 19, 20 and 21 and Part of Lots 22, 23, 24 and 25, according to Plan 660-Y, registered in the Land Registry Office (No. 63) - Registry Division of Toronto, designated as Part 3 on a Plan of Survey or Record in the Land Registry Office (No. 66) - Land Titles Division of Toronto and York South - at Toronto, as 66R-8721, SAVE AND EXCEPT the lands and premises more particularly described as Firstly, above.

SCHEDULE "B"

THE CONDOMINIUM ACT

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

THE ROYAL BANK OF CANADA having a registered
encumbrance within the meaning of clause b of subsection 1
of section 3 of The Condominium Act registered as Number
CT 152328 in the Land Registry Office for the Land Titles
Division of Toronto and York South (No. 66), 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.

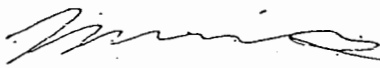
DATED at Toronto this 14th day of March, 1977.

IN WITNESS WHEREOF THE ROYAL BANK OF
CANADA Has caused these presents to
be signed by duly authorized Attorneys
in that behalf this

THE ROYAL BANK OF CANADA
by its attorneys

Exec: _____

Exec: _____


Power of Attorney registered
the 28th day of July, 1975
as No. A-501234

SCHEDULE "C"

BOUNDARIES OF UNITS

1. Each of Unit 10, Level 1 and Units 1-8 inclusive on each of Levels 2-25 inclusive shall comprise the areas measured:
 - (a) Horizontally, from the unit side of the concrete, masonry or block surface of the exterior walls of the building to the unit side of the concrete, masonry or block surface of the walls and partitions separating such unit from other units, corridors, stairs, elevators, incinerators and other mechanical equipment spaces, and the extension of the planes of such surfaces across openings for doors leading out of such unit and windows.
 - (b) Vertically, from the upper surface of the concrete floor, to the lower surface of the concrete ceiling on all levels except Levels 1 and 25 where the upper limit is the backside surface of the plaster of the suspended ceiling.

Notwithstanding the foregoing, the unit shall not include:

- (a) Concrete, masonry or block portions of walls or columns within the unit.
 - (b) Frames of suspended ceilings.
 - (c) Doors leading out of the unit and windows.
 - (d) Such pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable T.V., gas, water, heating or drainage which service more than one Unit and are within any walls or floors or which may pass through any part of a Unit.
 - (e) Any heating and air conditioning equipment.
2. Each of Units 1-9 inclusive, Level 1 shall compromise the areas measured:
 - (a) Horizontally, from the exterior face of the masonry, shingle, wood siding, baywindow, concrete or stucco wall to the exterior face of the masonry, shingle, wood siding, baywindow, concrete or stucco wall of the Unit or centre line of the masonry or concrete party walls and partitions separating such Unit from other units and the extension of the planes of such surfaces across openings for doors leading out of such Unit and windows.
 - (b) Vertically from the underside of the concrete slab of the basement and garage floor and the underside of the wooden subfloor or ceiling to the exterior face of the roof shingles, including all chimneys, air vents and any other vertical protrusions.

Notwithstanding the foregoing the unit shall not include any veranda or porch, eavestroughs, downspouts, soffits or fascia attached to and extending beyond the exterior of the unit, but shall include doors leading out of the unit, windows, and window frames.

SCHEDULE "D"

<u>Unit</u>	<u>Level</u>	<u>Percentage Ownership</u>	<u>Percentage Common Expense</u>	<u>Parking Number</u>
1	1	.63875	.15250	
2	1	.63875	.15251	P-31
3	1	.63875	.15251	P-32
4	1	.63874	.15251	P-33
5	1	.63874	.15251	
6	1	.63874	.15251	
7	1	.63874	.15251	
8	1	.63874	.15251	P-34
9	1	.63874	.15251	
10	1	.56779	.59414	P-27
1	2	.49680	.51987	P-164
2	2	.56779	.59414	P-88
3	2	.46132	.48274	P-153
4	2	.42583	.44561	P-149
5	2	.46132	.48274	P-128
6	2	.42583	.44561	P-150
7	2	.56779	.59414	P-89
8	2	.49680	.51987	P-117
1	3	.49680	.51987	P-163
2	3	.56779	.59414	P-86
3	3	.46132	.48274	P-152
4	3	.42583	.44561	P-147
5	3	.46132	.48274	P-129
6	3	.42583	.44561	P-148
7	3	.56779	.59414	P-87
8	3	.49680	.51987	P-118
1	4	.49680	.51987	P-162
2	4	.56779	.59414	P-84
3	4	.46132	.48274	P-151
4	4	.42583	.44561	P-175
5	4	.46132	.48274	P-130
6	4	.42583	.44561	P-174
7	4	.56779	.59414	P-85
8	4	.49680	.51987	P-119
1	5	.49680	.51987	P-188
2	5	.56779	.59414	P-187
3	5	.46132	.48274	P-186
4	5	.42583	.44561	P-185
5	5	.46132	.48274	P-184
6	5	.42583	.44561	P-183
7	5	.56779	.59414	P-182
8	5	.49680	.51987	P-181

<u>Unit</u>	<u>Level</u>	<u>Percentage Ownership</u>	<u>Percentage Common Expense</u>	<u>Parking Number</u>
1	6	.49680	.51987	P-180
2	6	.56779	.59414	P-179
3	6	.46132	.48274	P-178
4	6	.42583	.44561	P-177
5	6	.46132	.48274	P-176
6	6	.42583	.44561	P-189
7	6	.56779	.59414	P-190
8	6	.49680	.51987	P-165
1	7	.49680	.51987	P-166
2	7	.56779	.59414	P-167
3	7	.46132	.48274	P-168
4	7	.42583	.44561	P-169
5	7	.46132	.48274	P-170
6	7	.42583	.44561	P-171
7	7	.56779	.59414	P-172
8	7	.49680	.51987	P-173
1	8	.49680	.51987	P-30
2	8	.56779	.59414	P-197
3	8	.46132	.48274	P-196
4	8	.42583	.44561	P-195
5	8	.46132	.48274	P-194
6	8	.42583	.44561	P-193
7	8	.56779	.59414	P-192
8	8	.49680	.51987	P-191
1	9	.49680	.51987	P-115
2	9	.56779	.59414	P-75
3	9	.46132	.48274	P-154
4	9	.42583	.44561	P-146
5	9	.46132	.48274	P-127
6	9	.42583	.44561	P-145
7	9	.56779	.59414	P-76
8	9	.49680	.51987	P-116
1	10	.49680	.51987	P-113
2	10	.56779	.59414	P-73
3	10	.46132	.48274	P-155
4	10	.42583	.44561	P-144
5	10	.46132	.48274	P-126
6	10	.42583	.44561	P-143
7	10	.56779	.59414	P-74
8	10	.49680	.51987	P-114

<u>Unit</u>	<u>Level</u>	<u>Percentage Ownership</u>	<u>Percentage Common Expense</u>	<u>Parking Number</u>
1	11	.49680	.51987	P-111
2	11	.56779	.59414	P-106
3	11	.46132	.48274	P-156
4	11	.42583	.44561	P-141
5	11	.46132	.48274	P-125
6	11	.42583	.44561	P-142
7	11	.56779	.59414	P-72
8	11	.49680	.51987	P-112
1	12	.49680	.51987	P-109
2	12	.56779	.59414	P-105
3	12	.46132	.48274	P-157
4	12	.42583	.44561	P-139
5	12	.46132	.48274	P-124
6	12	.42583	.44561	P-140
7	12	.56779	.59414	P-102
8	12	.49680	.51987	P-110
1	13	.49680	.51987	P-107
2	13	.56779	.59414	P-97
3	13	.46132	.48274	P-158
4	13	.42583	.44561	P-137
5	13	.46132	.48274	P-123
6	13	.42583	.44561	P-138
7	13	.56779	.59414	P-96
8	13	.49680	.51987	P-108
1	14	.49680	.51987	P-94
2	14	.56779	.59414	P-99
3	14	.46132	.48274	P-159
4	14	.42583	.44561	P-135
5	14	.46132	.48274	P-122
6	14	.42583	.44561	P-136
7	14	.56779	.59414	P-98
8	14	.49680	.51987	P-95
1	15	.49680	.51987	P-92
2	15	.56779	.59414	P-101
3	15	.46132	.48274	P-160
4	15	.42583	.44561	P-133
5	15	.46132	.48274	P-121
6	15	.42583	.44561	P-134
7	15	.56779	.59414	P-100
8	15	.49680	.51987	P-93

<u>Unit</u>	<u>Level</u>	<u>Percentage Ownership</u>	<u>Percentage Common Expense</u>	<u>Parking Number</u>
1	16	.49680	.51987	P-90
2	16	.56779	.59414	P-104
3	16	.46132	.48274	P-161
4	16	.42583	.44561	P-131
5	16	.46132	.48274	P-120
6	16	.42583	.44561	P-132
7	16	.56779	.59414	P-103
8	16	.49680	.51987	P-91
1	17	.49680	.51987	P-59
2	17	.56779	.59414	P-66
3	17	.46132	.48274	P-47
4	17	.42583	.44561	P-78
5	17	.46132	.48274	P-46
6	17	.42583	.44561	P-77
7	17	.56779	.59414	P-67
8	17	.49680	.51987	P-60
1	18	.49680	.51987	P-57
2	18	.56779	.59414	P-15
3	18	.46132	.48274	P-49
4	18	.42583	.44561	P-80
5	18	.46132	.48274	P-48
6	18	.42583	.44561	P-79
7	18	.56779	.59414	P-16
8	18	.49680	.51987	P-58
1	19	.49680	.51987	P-24
2	19	.56779	.59414	P-1
3	19	.46132	.48274	P-51
4	19	.42583	.44561	P-82
5	19	.46132	.48274	P-50
6	19	.42583	.44561	P-83
7	19	.56779	.59414	P-14
8	19	.49680	.51987	P-29
1	20	.49680	.51987	P-28
2	20	.56779	.59414	P-3
3	20	.46132	.48274	P-53
4	20	.42583	.44561	P-81
5	20	.46132	.48274	P-52
6	20	.42583	.44561	P-35
7	20	.56779	.59414	P-2
8	20	.49680	.51987	P-23

(g) the cost of furnishings and equipment for use in

and about the common elements including the
repair, maintenance or replacement thereof;

(h) the cost of legal, accounting, engineering

<u>Unit</u>	<u>Level</u>	<u>Percentage Ownership</u>	<u>Percentage Common Expense</u>	<u>Parking Number</u>
1	21	.49680	.51987	
2	21	.56779	.59414	P-21
3	21	.46132	.48274	P-5
4	21	.42583	.44561	P-55
5	21	.46132	.48274	P-37
6	21	.42583	.44561	P-54
7	21	.56779	.59414	P-36
8	21	.49680	.51987	P-4
				P-22
1	22	.49680	.51987	
2	22	.56779	.59414	P-19
3	22	.46132	.48274	P-7
4	22	.42583	.44561	P-26
5	22	.46132	.48274	P-39
6	22	.42583	.44561	P-56
7	22	.56779	.59414	P-38
8	22	.49680	.51987	P-6
				P-20
1	23	.49680	.51987	
2	23	.56779	.59414	P-17
3	23	.46132	.48274	P-9
4	23	.42583	.44561	P-65
5	23	.46132	.48274	P-41
6	23	.42583	.44561	P-25
7	23	.56779	.59414	P-40
8	23	.49680	.51987	P-8
				P-18
1	24	.49680	.51987	
2	24	.56779	.59414	P-70
3	24	.46132	.48274	P-13
4	24	.42583	.44561	P-63
5	24	.46132	.48274	P-43
6	24	.42583	.44561	P-64
7	24	.56779	.59414	P-42
8	24	.49680	.51987	P-10
				P-71
1	25	.49680	.51987	
2	25	.56779	.59414	P-68
3	25	.46132	.48274	P-11
4	25	.42583	.44561	P-61
5	25	.46132	.48274	P-45
6	25	.42583	.44561	P-62
7	25	.56779	.59414	P-44
8	25	.49680	.51987	P-12
				P-69

SCHEDULE "E"

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money levied against or charged to the corporation on account of any and all public and private suppliers of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - insurance premiums
 - water, hydro and heating of units in the apartment building
 - waste disposal
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - television antenna or cable;
- (b) the Corporation's share of the cost of maintenance and operation of the recreational and other facilities on the property and on the lands on the West side of Gothic Avenue.
- (c) The Corporation's share of the rent payable in accordance with the terms of a lease from The Municipality of Metropolitan Toronto of the lands on the West side of Gothic Avenue.
- (d) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (e) remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (f) payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (g) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (h) the cost of legal, accounting, engineering

and auditing;

- (i) the cost of appraisals made pursuant to Article IX of this declaration;
- (j) the fees and disbursements of the Insurance Trustee;
- (k) the cost of maintaining fidelity bonds as provided in the by-laws;
- (l) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. (a) The owner of each unit shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation, and the rules and regulations passed pursuant thereto, of a parking space designated in the description and having the number of such parking space opposite such unit in Schedule "D" attached hereto, subject however, to the right of entry in favour of the corporation to those parts of parking spaces P-2, P-9 to P-13 and P-32, all inclusive, shown on Sheet 4 of the plan forming part of the description, parking spaces P-72, P-79 to P-83 and P-126, all inclusive, shown on Sheet 5 of the said plan, and parking spaces P-165 and P-166 shown on Sheet 6 of the said plan, which may be necessary to give access to the utility and service areas adjacent to such parking spaces.

(b) The owner of each unit on Levels 2 to 25, both inclusive, shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a balcony, the sole and direct access to which can only be gained through the unit.

(c) The owner of Unit 10, Level 1 shall have the exclusive use, subject to the provisions of this declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, of a balcony adjacent to such unit.

(d) The owners of Units 1-9 inclusive, Level 1 shall have the exclusive use, subject to the provisions of this Declaration, the by-laws of the Corporation and the Rules and Regulations passed pursuant thereto, of those parts of the common elements designated in the description by being numbered the same as the number of such Unit with the letter "A" and/or "B" following such number as shown on Sheet 3 of the description filed concurrently herewith, except with respect to Unit 9 where such exclusive use shall be to a depth of 2 feet below grade.

Such exclusive use shall be subject to the encroachments of existing projections of the units adjacent thereto, as constructed on the property, on the date of registration of this declaration.

Such exclusive use shall further be subject to the free, uninterrupted and unobstructed right and license in perpetuity of the owner of any adjacent unit, (the licensee), his servants, agents, workmen, supplies and equipment to enter upon the lands for the purposes of maintaining and repairing his Unit.

The licensee shall, as soon as possible after completing any such maintenance and/or repair of his unit, at his own expense, repair any damage to the adjoining lands and any improvements, buildings, or structures thereon, including turf, shrubbery and trees damaged by the licensee.

LAND TITLES ACT

AFFIDAVIT AS TO AUTHORITY OF PERSONS
EXECUTING FOR STARBURST INVESTMENTS
LIMITED

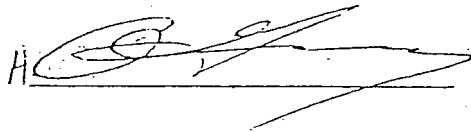
I, ABRAHAM J. GREEN of the City of Toronto,
in the Municipality of Metropolitan Toronto, make oath and say
that:

1. I am SECRETARY of STARBURST INVESTMENTS
LIMITED.

2. ABRAHAM J. GREEN and GILBERT WEINSTOCK
whose signatures are affixed to the within instrument are
SECRETARY and ASSISTANT MANAGER of the said
Starburst Investments Limited and as such are authorized
by the By-Laws of the said Corporation to execute all
documents, and the seal affixed thereto is the corporate
seal of the said Corporation.

3. Under the By-Laws of the said Corporation, the
SECRETARY and ASSISTANT MANAGER are empowered to
execute on behalf of the Corporation all deeds and other
instruments requiring the seal of the Corporation.

SWORN before me at the City)
of Toronto, in the Municipality)
of Metropolitan Toronto, this)
2 day of MARCH)
1977.)
A Commissioner, etc.)



DUPLICATE

DATED _____, 197 .

No. *B. 534686*

Received at the Office of Land Titles
at TORONTO at 11 53 o'clock

A. M. of the *14* day of *April*,
A.D. 19 *77* and entered in

Folium *1* Vol. *1* Parcel

CONSTITUTION INDEX
PROPERTY PARCEL REGISTER
COMMON EASEMENTS AND

GENERAL INDEX
YORK COND PLAN N^o 323

M.S.O.S.
D.P.L.R.

Received
RECEIVED N 4.2
SECTION A.660

STARBURST INVESTMENTS LIMITED

DECLARATION

COND. N^o 323

DMB/3:rc - 75/3246

GOODMAN AND CARR,
Barristers and Solicitors,
2800 York Centre,
145 King Street West,
Toronto, Ontario,
M5H 3K1

AFFIDAVIT OF SUBSCRIBING WITNESS

I, James H. Landeen
of the City of Mississauga
in the Regional Municipality of Peel
make oath and say:

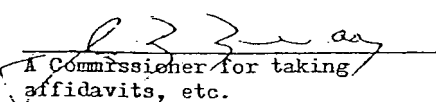
I am a subscribing witness to the attached instrument and I was present
and saw it executed at Toronto by John E. Henry and Richard J. Payn
as attorneys for The Royal Bank of Canada.

I verily believe that the persons whose signatures I witnessed were
authorized to execute the instrument as attorneys for The Royal Bank of
Canada.

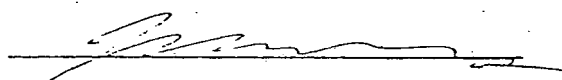
I know the said persons and they are, and at the time of the execution
of the instrument they were, a Regional Manager and a Manager, Lending Services
respectively, of The Royal Bank of Canada.

I am an employee of The Royal Bank of Canada and as such have personal knowledge
of the matters deposed to herein.

SWORN BEFORE ME at the City
of Toronto in the Municipality
of Metropolitan Toronto
this 14th day of March
19 77.


A Commissioner for taking
affidavits, etc.

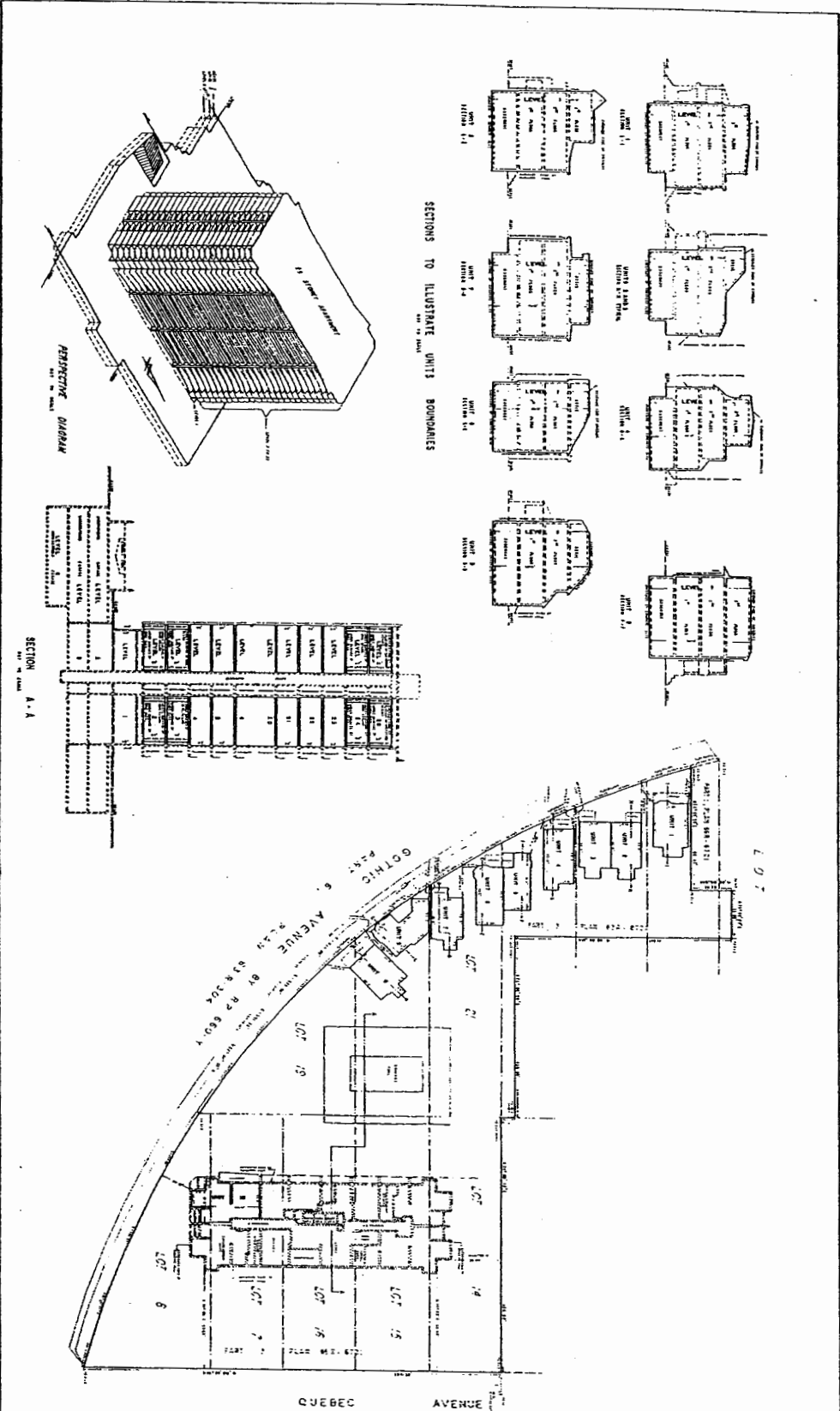
John Louis Ludy, a Commissioner,
etc. Province of Ontario for the
Royal Bank of Canada.
Expires March 24, 1980.



YORK CONDOMINIUM PLAN NO
PART I LEVEL 1 TO 10

REGISTERED PLAN 680-Y
 CITY OF TORONTO
 MUNICIPALITY OF METROPOLITAN TORONTO
 REG. NO. 10
 M. J. MINIMILIAN O.C.S. 1978

PLAN OF SURVEY OF ALL OF LOTS 14, 15, 16, 17, 18, 19, 20, 21 AND PARTS OF LOTS 22, 23 AND 24, REGISTERED PLAN 680-Y, CITY OF TORONTO, MUNICIPALITY OF METROPOLITAN TORONTO, REG. NO. 10, M. J. MINIMILIAN O.C.S. 1978



NOTE OF INTENT
 I, the undersigned, being the owner of the land described in the above plan, do hereby certify that the same is intended to be used as a residential building and that the same is being offered for sale as a condominium.

OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the land described in the above plan, do hereby certify that the same is intended to be used as a residential building and that the same is being offered for sale as a condominium.

PLANNING CERTIFICATE
 I, the undersigned, being the owner of the land described in the above plan, do hereby certify that the same is intended to be used as a residential building and that the same is being offered for sale as a condominium.

UNIT 1
 I, the undersigned, being the owner of the land described in the above plan, do hereby certify that the same is intended to be used as a residential building and that the same is being offered for sale as a condominium.

UNIT 2
 I, the undersigned, being the owner of the land described in the above plan, do hereby certify that the same is intended to be used as a residential building and that the same is being offered for sale as a condominium.

REGISTERED PLAN 680-Y
 CITY OF TORONTO
 MUNICIPALITY OF METROPOLITAN TORONTO
 REG. NO. 10
 M. J. MINIMILIAN O.C.S. 1978