

PROPERTY OF THE
REGISTRY OFFICE

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

SCHICKEDANZ BROS. LIMITED

(hereinafter called the "Declarant")

WHEREAS:

A. The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Whitchurch-Stouffville, Regional Municipality of York and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Property" or the "Lands";

B. The Declarant has developed Two Hundred and Five (205) vacant land condominium units within the Property as more particularly described in this Declaration; and

C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a Freehold Vacant Land Condominium Corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1 - INTRODUCTORY

1.1. DEFINITIONS

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) "Ballantrae Golf and Country Club" means the lands and premises comprising the Condominium, the Existing Condominium, the Future Condominiums, the Future Freehold Developments, the Ring Road, the Golf Course, the Wastewater Treatment Plant and other lands adjacent or in proximity thereto which are or may be developed by the Declarant or its affiliates in connection therewith;
- (b) "Board" means the Corporation's Board of Directors;
- (c) "By-Laws" means the by-laws of the Corporation enacted from time to time;
- (d) "Common Elements" means all the Property except the Units;
- (e) "Community Centre" means the community centre constructed or to be constructed on Block 8 on Plan 65M-3356, Town of Whitchurch-Stouffville, Regional Municipality of York Region, and developed or to be developed as a vacant land condominium corporation under the Act;
- (f) "Corporation" means the Condominium Corporation created by the registration of this Declaration;
- (g) "Existing Condominium" means the vacant land condominium corporation developed by the Declarant and registered as York Region Vacant Land Condominium Corporation No. 968;
- (h) "Future Condominiums" means the vacant land condominium corporations which are or may be developed by the Declarant within portions of Plan 65M-3356, Town of Whitchurch-Stouffville, Regional Municipality of York and or other lands adjacent or in proximity thereto;

- (i) "Future Freehold Developments" means the dwellings (other than any dwellings constructed on a vacant land condominium unit) if any, which may be developed by the Declarant within portions of Plan 65M-3356, Town of Whitchurch-Stouffville, Regional Municipality of York and or other lands adjacent or in proximity thereto;
- (j) "Golf Course" means the golf course developed by the Declarant on parts of Blocks 2 to 5, inclusive, on Plan 65M-3356, Town of Whitchurch-Stouffville, Regional Municipality of York;
- (k) "Owner" means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (l) "Ring Road" means the main entrance road together with the ring road designated as Block 6 on Plan 65M-3356, Town of Whitchurch-Stouffville, comprising York Region Common Elements Condominium Plan No. 967, in which the Corporation has an appurtenant common interest therein;
- (m) "Rules" means the Rules passed by the Board;
- (n) "Unit(s)" means Units 1-205, inclusive on Level 1;
- (o) "Wastewater Treatment Plant" means the facilities and structures located on parts of Blocks 2 and 7, Plan 65M-3356, designated as Parts 19 and 20 on Plan 65R-24152 Town of Whitchurch-Stouffville, Regional Municipality of York, providing wastewater treatment services to the Condominium, the Existing Condominium, the Future Condominiums, the Golf Course, the Community Centre and other lands adjacent or in proximity thereto;

1.2. ACT GOVERNS THE PROPERTY

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3. VACANT LAND CONDOMINIUM

The registration of this Declaration and the Description will create a Freehold Vacant Land Condominium Corporation.

1.4. CONSENT OF ENCUMBRANCERS

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5. BOUNDARIES OF UNITS AND MONUMENTS

- (a) The monuments controlling the extent of the Units are the standard iron bars and iron bars mentioned in the boundaries of Units in Schedule "C" attached hereto.
- (b) When and if a dwelling is constructed on a Unit, the Unit shall thereupon be deemed to include the entire dwelling structure, and all materials and construction associated thereto including, but not limited to, all concrete/concrete block or masonry portions or load bearing walls, all floor assemblies, including concrete floor in basement and roof assemblies (including roof sheathing, coverings, flashings, eavestroughs and downspouts) and all exterior or interior walls, doors or windows. Each Unit shall also include all pipes, sprinkler heads, wires, cables, conduits, ducts, mechanical or similar apparatus, heating and air-conditioning equipment and those portions of the water, irrigation, storm and sanitary services extending from the shut-off valve or main line tee, which provide services exclusively to that particular Unit only.
- (c) Notwithstanding anything contained herein, any above grade or below grade works or services, including but not limited to any fire hydrants, street lighting standards, transformers, hydro vaults, irrigation controls, and/or any pipes, wires, cables, conduits or similar apparatus or systems which service more than one Unit shall be deemed to be excluded from the boundaries of a Unit and shall not be included in nor form part of a Unit.

1.6. COMMON INTEREST AND COMMON EXPENSES

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall, save and except as provided herein, contribute to the common expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7. CORPORATION'S ADDRESS FOR SERVICE AND MAILING ADDRESS

The Corporation's address for service and mailing address shall be C/O Simerra Property Management Inc., 160 Carrier Drive, Suite 200, Toronto, Ontario, M9W 5R1, or such other address as the Corporation may by resolution of the Board determine,

1.8. APPROVAL AUTHORITY REQUIREMENTS

There are no conditions imposed by the approval authority to be included in this Declaration.

ARTICLE 2 - COMMON EXPENSES

2.1. SPECIFICATION OF COMMON EXPENSES

Common expenses means the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated as common expense in the Act and this Declaration and without limiting the generality of the foregoing, shall include those expenses set out in Schedules "E" attached hereto, which include without limitation the Corporation's share of the costs of the operation, management and repair of the Ring Road, the costs of the operation, management and repair of the Community Centre, and applicable charges for the wastewater treatment services provided by the Wastewater Treatment Plant. Hydro, gas and domestic water consumption by each Unit are or will be separately metered and billed by the applicable utility provider and are not part of the common expenses. Cable Television service, if applicable will also be billed separately to each Unit and such charges will not be included in common expenses.

2.2. PAYMENT OF COMMON EXPENSES

Subject to the terms of this Declaration, each Owner, including the Declarant, shall pay to the Corporation his/her proportionate share of the common expenses, as may be provided for by the By-laws and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2.3. RESERVE FUND

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the Reserve Fund shall be used except for the purpose for which the funds were established. The Reserve Fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4. STATUS CERTIFICATES

- (a) The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act.

- (b) The Corporation shall, forthwith upon request, provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTS

3.1. USE OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

3.2. EXCLUSIVE USE COMMON ELEMENTS

There are no exclusive use Common Elements in this Corporation.

3.3. RESTRICTED ACCESS:

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4. MODIFICATIONS OF COMMON ELEMENTS, ASSETS AND SERVICES

(a) General prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements except for maintaining or repairing those parts of the Common Elements which he or she has a duty to maintain or repair in accordance with the provisions of this Declaration.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5. PETS

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.6. VISITOR PARKING

Parking by Owners and visitors on the Common Elements is prohibited provided that the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles on streets within the Common

Elements until such time as all Units in the Ballantrae Golf and Country Club have been sold and conveyed by the Declarant. Vehicles parked on the Common Elements in contravention of this provision may be towed and removed by the Corporation without notice at the Owner's expense.

ARTICLE 4 - UNITS

4.1. GENERAL RESTRICTIONS

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

- (a) Each Unit shall be developed for occupancy and use for residential purposes only, and in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing buildings on the Units and all improvements to the Property, maintaining buildings constructed on Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales purposes upon the Common Elements, and within any unsold Unit, until registered title to all Units have been transferred by the Declarant;
- (b) No Unit or building thereon shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation;
- (c) If any Owners shall do or permit anything to be done in or on the Unit and/or Common Elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium of the policy or policies of insurance obtained from time to time by the Corporation, then such Owner shall pay with his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (d) Each Owner shall comply and shall require all members of his family, residents, guests and visitors to his Unit to comply with the Act, this Declaration, the By-laws and the Rules;
- (e) No satellite dish greater than twenty-four (24) inches in diameter, exterior aerial, or antenna shall be placed on the Property. A maximum of one (1) satellite dish twenty-four (24) inches or less in diameter may be placed on a Unit but only with the express written consent of the Board of Directors, which consent may be unreasonably withheld, and only at such location as may be specifically approved and designated by the Board of Directors;
- (f) No animals, livestock or fowl of any kind other than pets, being dogs, cats, canaries, budgies or other small domestic birds, an aquarium of goldfish or tropical fish or small caged animals usually considered to be a pet shall be kept or allowed in any building on a Unit or upon the Unit. Defecation by pets must be cleaned up immediately. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any building within a Unit or upon a Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any building within a Unit or upon a Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

4.2. RESTRICTIONS ON ALTERATION OF UNITS

No Owner, other than the Declarant, shall make or permit any alteration, addition, repair or replacement to a Unit except in accordance with the following restrictions and approval procedures:

(a) Quality Assurance and Design Code

Any new construction and any maintenance, alteration, addition, repair or replacement to a dwelling or landscaping on a Unit, if performed by any Owner other than the Declarant, shall be governed by the following Quality Assurance and Design Code:

1. The architectural theme for the Ballantrae Golf and Country Club is directed at establishing compatibility between buildings. Single family residences erected on the Units must carry through a high quality luxury design and golf club theme via appropriate architectural features. Attention must be paid to designing the rear elevation of the building.
2. Exterior wall construction is to be brick, stucco with precast concrete detail or stone siding with the aforesaid theme. Wood, stucco or stone may be incorporated for detail.
3. Roofs shall be clad with asphalt shingles with a minimum slope of 6 3/4 to 12. Fascias, soffits, eavestroughs, rain water leaders and down spouts to be prefinished aluminum.
4. Foundation walls shall not be exposed in a vertical direction for more than eight (8) inches. Foundation walls extending above eight (8) inches shall be clad in a manner consistent with the dwelling walls above.
5. Each dwelling on a Unit shall be not more than one (1) storey in height and consist of a minimum of 900 square feet. Said dwellings shall conform to the zoning standards of the Township of Whitchurch-Stouffville zoning by-law and be built to Ontario Building Code standards at a minimum.
6. An attached garage is required and should be large enough to accommodate at least one motor vehicle.
7. All exposed roof vents are to be a colour matching the roof mass.
8. Each dwelling shall have a rear deck or patio.
9. Central air conditioning units shall not be located in a front or rear yard, and no wall or window units shall be allowed.
10. Exterior colours on painted and prefinished surfaces shall be limited to the colour packages supplied and installed on dwellings by the Declarant.
11. No additions or extensions may be installed on dwellings constructed by the Declarant.
12. In case of damage, destruction, repair, replacement or improvement of dwellings constructed by the Declarant, exterior dimensions and elevations of the dwelling shall be maintained or replaced as originally constructed by the Declarant and no additional chimney, vent, exterior door or window may be installed. *(Basement fireplaces)*
13. Landscape design shall be compatible with the surrounding environment. Landscaping should enhance the streetscape and ensure that views of the Golf Course and views from adjacent properties are not blocked.
14. Exterior lights shall be of an indirect nature. Garden lighting and spotlights are prohibited. Replacements of exterior lighting and house numbers shall be of the same size, type and quality as installed on dwellings by the Declarant.
15. All driveways and parking surfaces shall be unit pavers or cobbles. Driveways installed by the Declarant shall not be widened and no borders of stone, pavers or other material shall be placed against the outside edges.
16. Gardens and plantings installed by the Declarant shall be considered to be the Standard Gardens. No additional gardens may be installed by the Owner and the size, shape, dimensions and location of Standard Gardens may not be altered. Owners shall not plant any additional trees, shrubs, perennial plant material, grass, perennial or annual fruits or vegetables, on the Unit. No borders of rock, stone or other material that may interfere

with maintenance of landscaping shall be installed in the Standard Gardens.

17. Owners may plant floral annuals within the Standard Gardens provided that the maintenance and removal thereof shall be the responsibility of the Owner and the Corporation shall not be responsible for any damage to annuals occasioned during garden maintenance.
18. Hedges and dense plantings are not permitted along or adjacent to any property lines.
19. No Owner shall alter the grade of the Property or install any landscaping or other improvements on or to the Unit which may obstruct or alter the drainage pattern of the Property;
20. No billboards, notices, advertising material or signs, including realtor's signs, personal name plaques and homebusiness signs, are permitted on the Unit, including the exterior of dwellings or in the windows of dwellings where visible from the outside. This provision shall not apply to the Declarant's signage, sales office or other promotional billboards, notices or advertising material.
21. Boats, snowmobiles, motorcycles, trailers, campers, recreational vehicles and seasonal vehicles must be stored and serviced in the garage. They may not be parked or serviced on the common areas or in the driveway. Automobiles should be parked in the garage on a regular basis, but are permitted in the homeowner's driveway if necessary. No automotive repairs of any kind may be carried on in driveways.
22. Swimming pools, hot tubs, saunas, storage sheds and any other outbuildings or structures are prohibited.
23. Fences, including ornamental, privacy, decorative and invisible pet fences, are prohibited.
24. Exterior clotheslines, pergolas, gazebos, belvederes, porch enclosures, window well covers, mail boxes, awnings, lawn or garden ornaments, statues, flag poles, fountains, bird baths, sandboxes, swing sets and trampolines are prohibited.

(b) Construction And Landscaping Approval

Any construction of a new dwelling or landscaping, or any alteration, addition, or replacement to an existing dwelling or landscaping, including driveways, walkways, patios and porches, must comply with the standards and restrictions set out in the Quality Assurance and Design Code set out in subparagraph 4.2(a) hereof. Before commencing any such construction, alteration, addition or replacement, each Owner, other than the Declarant, shall abide by the following process:

1. Stage I

Drawings must be submitted and reviewed for preliminary approval by the Declarant until the Declarant has conveyed all of the Units in the Condominium and in the Future Condominiums and thereafter by the Board. Owners must submit of two (2) sets of preliminary drawings, as may be required to illustrate the proposal, consisting of:

- (i) site plan showing, location and dimensions of the proposed dwelling, landscaping, alteration or addition including the driveway and parking area, walks, and air conditioner location;
- (ii) floor plans;
- (iii) dwelling elevations;
- (iv) details of types of materials to be used on exterior surfaces;

Within twenty-one (21) days of submission of preliminary plans, the Owner shall be provided with written preliminary approval, or written direction as to what specific changes are required before preliminary approval can be given.

2. Stage II

Drawings will be reviewed for final approval upon receipt of two (2) complete sets of final plans and specifications.

Within fourteen (14) days of submission of final plans, the Declarant or the Board if then having jurisdiction, as aforesaid, shall provide written approval, or written direction as to what specific changes are required for final approval. Should the Owner be provided with written direction as to what is required for final approval, the Owner shall make the required changes and resubmit the revised plans and/or specifications for final approval.

(c) Municipal Requirements

1. Building Permit Applications are required for all construction affecting the Units;
2. The Corporation is responsible for ensuring that construction anywhere within the Units is authorized by the municipal authority and complies with the applicable provisions of the Ontario Building Code, in force from time to time and all applicable laws. In the event an Owner fails to obtain the appropriate permit any costs incurred by the Corporation pursuant to this provision shall be added to the common expenses for said Unit and may be collected as such.
3. Owners shall not do any work within a Unit (that may be approved by the Board pursuant to this Declaration) without first obtaining from the municipal authority a building permit and providing a copy of same to the Corporation.

4.3. LEASING OF UNITS - NOTIFICATION OF LEASE

- (a) Where an Owner leases his Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 1. notify the Corporation that the Unit is leased;
 2. provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 3. provide the tenant with a copy of the Declaration, By-laws and Rules of the Corporation;
- (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) An Owner leasing his Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his tenant.

ARTICLE 5 - MAINTENANCE AND REPAIRS

5.1. REPAIRS AND MAINTENANCE BY OWNER

- (a) Each Owner shall maintain his Unit, and subject to the provisions of this Declaration, each Owner shall repair his Unit after damage and all improvements and betterments made or acquired by an Owner, all at his own expense. The Owner's maintenance and repair obligations shall include the landscaping of the front, rear and side yards including patios, walkways and driveways except for such obligations as are specifically made the responsibility of the Corporation pursuant to this Declaration. Dead plants, including trees, shrubs, perennials and grass shall be replaced by the Owner with the same type and quality of plant. Each Owner shall keep the exterior of his Unit in a clean and sightly condition.

- (b) The Corporation shall make any repairs that an Owner is obliged 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 said repairs done 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 to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum calculated monthly until paid by said Owner. The Corporation may collect all such costs in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.
- (c) Each Owner shall have the right to enter on the Property comprising part of an adjoining Unit, on reasonable notice, for the purpose of maintaining and repairing his Unit.

5.2. RESPONSIBILITY OF OWNER FOR DAMAGE

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements which is caused by the failure of the Owner to maintain and repair his Unit and such parts of the Common Elements for which he is responsible, or caused by the negligence or wilful misconduct of the Owner, his residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3. REPAIR AND MAINTENANCE BY CORPORATION

(a) Common Elements

The Corporation shall maintain and repair the Common Elements at its own expense, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to subparagraph 5.1 of this Article 5.

(b) Landscaping On Units

The Corporation shall, on an as needed basis and consistent with reasonable and prudent horticultural practice, water and cut lawns and edge, weed, cultivate, fertilize and prune the gardens and foundation plantings installed on the Units by the Declarant provided that lawns and gardens fouled by pets will not be cut or maintained by the Corporation. Owners remain responsible for repair of ground settling, maintenance of floral annuals and the cost of repair and replacement of sprinkler heads and replacement of dead or diseased lawns and foundation plantings.

(c) Snow Removal From Units

Snow will be cleared from driveways and walkways (to the front door) of Units by the Corporation provided a minimum of 2 inches of snow has accumulated and provided that the Corporation shall have no responsibility or liability whatsoever for incidental wear and tear, minor damage or staining of paving on the Units caused by snow removal equipment. Driveways with vehicles parked thereon will not be cleared by the Corporation. Owners remain responsible for salting or sanding their own driveways and walkways on an as needed basis.

ARTICLE 6 - COMMUNITY CENTRE

6.1. OWNERSHIP OF COMMUNITY CENTRE

It shall be the duty and obligation of the Corporation to contribute to the costs of the operation, repair and maintenance of the Community Centre, and, in connection therewith, to share in the use and ownership of the Community Centre with the Existing Condominium, the Future Condominiums and possibly, subject to the Declarant's sole and absolute discretion and arrangements which may be implemented by the Declarant, the use of the Community Centre with owners of

dwellings within the Future Freehold Developments. The actual transfer of ownership of the Community Centre by the Declarant to the respective condominium corporations as tenants in common shall be based on the proportion that the total number of units in each condominium plan bears to the total number of all units in the condominium plans, and shall occur on the later of: (i) one hundred and twenty (120) days after the registration of the Community Centre under the Act; (ii) one hundred and twenty (120) days after the registration of the declaration and description of the last of the Future Condominiums as determined by the Declarant; and (iii) one hundred and twenty (120) days after the date that the Community Centre has been substantially completed to a degree or level which would otherwise apply to that of a contract for an "improvement" having been substantially performed under the Construction Lien Act (Ontario), (or such earlier time after the Community Centre is ready for use or is being used for the purposes intended, as determined by the Declarant, in its sole and unfettered discretion). There shall be restrictions imposed upon each condominium corporation pertaining to its ability to subsequently transfer or encumber its undivided interest in the Community Centre, other than with the consent of the other condominiums and upon obtaining approval of a majority of the respective unit owners and mortgagees in each such condominium corporation.

6.2. COST OF OPERATION OF COMMUNITY CENTRE

Notwithstanding that the transfer of ownership of the Community Centre may not yet have occurred, once the Community Centre is operational, the costs of its operation, maintenance and repair shall be paid only by the Corporation, the Existing Condominium and any of the Future Condominiums then having been registered. The Declarant shall not pay nor be responsible for any portion of such costs for or in respect of any of the corporations while not yet registered and for which such corporations, if registered, would in the circumstances above otherwise be responsible for.

ARTICLE 7 - INDEMNIFICATION

- 7.1. 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, guests, visitors or tenants 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 to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE 8 - INSURANCE

8.1. INSURANCE BY THE CORPORATION

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) All Risk Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

1. the Property, other than any such insurance described in section 99 of the Act in respect of buildings and structures located on a Unit; and
2. all assets of 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 as determined by the Board from time to time.

(b) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(c) Boiler, Machinery and Pressure Vessel Insurance

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

(d) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions:

1. waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
2. such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
3. waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
4. waivers of any defence based on co-insurance (other than a stated amount coinsurance clause); and
5. waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

8.2. GENERAL PROVISIONS

- (a) 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 any Owner, in writing, to adjust any loss to his/her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 8.2(b) 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;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of

new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. 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;

- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation they shall be held in trust and applied for the same purposes as are specified otherwise in this Article;
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

8.3. INSURANCE 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 must be obtained and maintained by each Owner at such Owner's own expense:

- (a) Any Insurance for damage to the Unit that the Corporation, pursuant to this Declaration and the Act, is not required to be obtained by the Corporation, including without limitation insurance on buildings and structures located on a Unit (which shall be obtained and maintained by the Owner of the Unit) and insurance for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit or within any buildings or structures located on a Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

Owners are recommended to obtain, although it is not mandatory, insurance covering special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

ARTICLE 9 - GENERAL MATTERS AND ADMINISTRATION

9.1. RIGHTS OF ENTRY TO THE UNIT

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, this Declaration, the By-laws or the Rules and

remedying any condition which might result in damage to the Property or any part thereof 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 this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit and Common Elements or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The 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.

9.2. 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 of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.3. 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.

9.4. INTERPRETATION OF DECLARATION

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

9.5. HEADINGS

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

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

DATED this 22nd day of September, 2003.

SCHICKEDANZ BROS. LIMITED

Per: 

Name: Daniel Schickedanz

Title: Vice-President

I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION

In the Town of Whitchurch-Stouffville, Geographic Township of Whitchurch, in the Regional Municipality of York and being composed of:

Part of Lots 22 and 23, Concession 8 designated as Part 7 on Plan 65R-24152, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being all of PIN 03686-0210;

Part of Lot 22, Concession 8 designated as Part 6 on Plan 65R-24152, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being all of PIN 03686-0211;

Part of Lots 21 and 22, Concession 8 designated as Part 1 on Plan 65R-24152, save and except Parts 9 and 24 on Plan 65R-26275, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being part of PIN 03686-0212;

Part of Lot 22, Concession 8 designated as Part 5 on Plan 65R-24152, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being all of PIN 03686-0213;

Part of Lots 21 and 22, Concession 8 designated as Part 4 on Plan 65R-24152, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being all of PIN 03686-0214;

Part of Lot 21, Concession 8 designated as Part 36 on Plan 65R-24152, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being part of PIN 03686-0215;

Part of Lot 21, Concession 8 designated as Part 23 on Plan 65R-26275 and Part 2 on Plan 65R-24152, save and except Parts 6, 7 and 25 on Plan 65R-26275 and Part 12 on Plan 65R-26123, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being part of PIN 03686-0216;

Part of Block 2, Plan 65M-3356 designated as Parts 4, 5, 8 and 10 on Plan 65R-26275, subject to an Easement in favour of The Corporation of the Town of Whitchurch-Stouffville in, over along and upon the said lands as in Instrument No. LT1416382, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being part of PIN 03686-0219;

Part of Block 3, Plan 65M-3356 designated as Part 34 on Plan 65R-24152 and Parts 2 and 3 on Plan 65R-26275, subject to an Easement in favour of The Corporation of the Town of Whitchurch-Stouffville in, over along and upon the said lands as in Instrument No. LT1416382, together with an undivided common interest in York Region Common Elements Condominium Corporation No. 967, being part of PIN 03686-0220;

Part of Block 6, Plan 65M-3356 designated as Parts 1, 2, 3, 4, 6, 7, 10 and 17 on Plan, 65R-26123, save and except Part 18 on Plan 65R-26275, subject to an Easement in favour of The Corporation of the Town of Whitchurch-Stouffville in, over along and upon the said lands as in Instrument No. LT1416382 and subject to an Easement in favour of Hydro One Networks Inc., in, over, along and upon the said lands as in Instrument No. YR104178, being part of PIN 29498-0001;

Subject to an Easement in favour of The Regional Municipality of York in, over along and upon the subject lands as in Instrument No. LT1416545;

Ballantrae Golf and Country Club - Stage 2 Vacant Land Condominium

TOTAL P. 02

257-1 202 p. 002 1-286

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13MAY11 09:59am 03-06-03

Reserving an Easement in favour of Schickedanz Bros. Limited, its successors and assigns, in, over along and upon the subject lands to construct, operate, install, maintain, inspect, alter, remove, replace, reconstruct, expand and repair (i) electrical transmission lines, (ii) watermains and pipes for irrigation and (iii) pipes for natural gas and (iv) all related or appurtenant works, apparatus, fixtures, materials and equipment. The dominant tenement is Block 2, Plan 65M-3356, save and except Parts 4, 5, 8 and 10 on Plan 65R-26275 (part of PIN 03686-0219) and Block 7, Plan 65M-3356 (all of PIN 03686-0224).

In my opinion, based on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, the easements hereinbefore described above exist in law or will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the lands and appurtenant easements hereinbefore described.

LAWRENCE C. WESSON
Solicitor and duly authorized representative of
SCHICKEDANZ BROS. LIMITED

Per: 
Lawrence C. Wesson

MAR-18-2005 12:06

LAURENCE LESSON

416 225 1665 P.01/01

16.39

SCHEDULE "B"

CONSENT


-(Under clause 7(2)(b) of the Condominium Act, 1998)

1. Royal Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number LT922268 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 12 day of September, 2003.

ROYAL BANK OF CANADA

Per: 
Name: K. M. MURPHY
Title: Senior Account Manager

Per: 
Name: J. Padfield
Title: Senior Account Manager

I/We have authority to bind the Corporation

SCHEDULE "B"


CONSENT


(Under clause 7(2)(b) of the Condominium Act, 1998)

1. Royal Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number LT1422458 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 12 day of September, 2003.

ROYAL BANK OF CANADA

Per: 
 Name: K. M. MURPHY
 Title: Senior Account Manager

Per: 
 Name: J. Padfield
 Title: Senior Account Manager

I/We have authority to bind the Corporation

SCHEDULE "C"

BOUNDARIES OF UNITS

The monuments controlling the extent of the units numbered 1 to 205 both inclusive are iron bars, short standard iron bars, and standard iron bars established and confirmed by an Ontario Land Surveyor. The boundaries of the units numbered 1 to 205 both inclusive are illustrated on Part 1, Sheet 1 of the description submitted concurrently herewith for registration and are as follows:

Horizontal

1. The units have no upper and lower limitations.

Vertical

1. A vertical plane controlled by measurements and survey monuments.

DATED this 16th day of September, 2003.

LLOYD & PURCELL LTD.

Per. 
T. Murray Purcell
Ontario Land Surveyor

SCHEDULE "D"

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	1	0.4938
1	2	0.4938
1	3	0.4938
1	4	0.4938
1	5	0.4938
1	6	0.4938
1	7	0.4938
1	8	0.4938
1	9	0.4938
1	10	0.4938
1	11	0.4938
1	12	0.4938
1	13	0.4938
1	14	0.4938
1	15	0.4938
1	16	0.4938
1	17	0.4938
1	18	0.4938
1	19	0.4938
1	20	0.4938
1	21	0.4938
1	22	0.4938
1	23	0.4938
1	24	0.4938
1	25	0.4938
1	26	0.4938
1	27	0.4938
1	28	0.4938
1	29	0.4938
1	30	0.4938
1	31	0.4938
1	32	0.4938
1	33	0.4938
1	34	0.4938
1	35	0.4938
1	36	0.4938
1	37	0.4938
1	38	0.4938
1	39	0.4938
1	40	0.4938
1	41	0.4938
1	42	0.4938
1	43	0.4938
1	44	0.4938
1	45	0.4938
1	46	0.4938
1	47	0.4938
1	48	0.4938
1	49	0.4938
1	50	0.4938
1	51	0.4446
1	52	0.4938

Ballantrac Golf and Country Club - Stage 2 Vacant Land Condominium

SCHEDULE "D"

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	53	0.4938
1	54	0.4938
1	55	0.4938
1	56	0.4938
1	57	0.4938
1	58	0.4938
1	59	0.4938
1	60	0.4938
1	61	0.4446
1	62	0.4446
1	63	0.4938
1	64	0.4938
1	65	0.4938
1	66	0.4938
1	67	0.4938
1	68	0.4938
1	69	0.4938
1	70	0.4938
1	71	0.4938
1	72	0.4938
1	73	0.4446
1	74	0.4446
1	75	0.4446
1	76	0.4446
1	77	0.4938
1	78	0.4938
1	79	0.4938
1	80	0.4446
1	81	0.4446
1	82	0.4938
1	83	0.4938
1	84	0.4446
1	85	0.4446
1	86	0.4446
1	87	0.4938
1	88	0.4938
1	89	0.4938
1	90	0.4446
1	91	0.4446
1	92	0.4447
1	93	0.4938
1	94	0.4938
1	95	0.4938
1	96	0.4938
1	97	0.4938
1	98	0.4938
1	99	0.4938
1	100	0.4938
1	101	0.4938
1	102	0.4938
1	103	0.4447
1	104	0.4938
1	105	0.4938
1	106	0.4938

Ballantree Golf and Country Club -- Stage 2 Vacant Land Condominium

SCHEDULE "D"

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	107	0.4447
1	108	0.4446
1	109	0.4938
1	110	0.4938
1	111	0.4938
1	112	0.4938
1	113	0.4938
1	114	0.4938
1	115	0.4938
1	116	0.4938
1	117	0.4938
1	118	0.4938
1	119	0.4938
1	120	0.4938
1	121	0.4938
1	122	0.4938
1	123	0.4938
1	124	0.4938
1	125	0.4938
1	126	0.4938
1	127	0.4938
1	128	0.4938
1	129	0.4938
1	130	0.4938
1	131	0.4938
1	132	0.4938
1	133	0.4938
1	134	0.4938
1	135	0.4938
1	136	0.4938
1	137	0.4938
1	138	0.4938
1	139	0.4938
1	140	0.4938
1	141	0.4938
1	142	0.4938
1	143	0.4938
1	144	0.4938
1	145	0.4938
1	146	0.4938
1	147	0.4938
1	148	0.4938
1	149	0.4938
1	150	0.4938
1	151	0.4938
1	152	0.4938
1	153	0.4938
1	154	0.4938
1	155	0.4938
1	156	0.4447
1	157	0.4447
1	158	0.4938
1	159	0.4938
1	160	0.4938

Ballantrae Golf and Country Club - Stage 2 Vacant Land Condominium

SCHEDULE "D"

LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1	161	0.4938
1	162	0.4938
1	163	0.4938
1	164	0.4938
1	165	0.4938
1	166	0.4938
1	167	0.4938
1	168	0.4938
1	169	0.4938
1	170	0.4938
1	171	0.4938
1	172	0.4938
1	173	0.4938
1	174	0.4938
1	175	0.4938
1	176	0.4938
1	177	0.4938
1	178	0.4938
1	179	0.4938
1	180	0.4938
1	181	0.4938
1	182	0.4938
1	183	0.4938
1	184	0.4938
1	185	0.4938
1	186	0.4938
1	187	0.4938
1	188	0.4938
1	189	0.4938
1	190	0.4938
1	191	0.4938
1	192	0.4938
1	193	0.4938
1	194	0.4938
1	195	0.4938
1	196	0.4447
1	197	0.4447
1	198	0.4447
1	199	0.4447
1	200	0.4447
1	201	0.4938
1	202	0.4938
1	203	0.4938
1	204	0.4938
1	205	0.4938

TOTAL	100.0000
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Ballantrae Golf and Country Club - Stage 2 Vacant Land Condominium

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums;
 - ii) water, sewage treatment, gas and electricity respecting common elements;
 - iii) maintenance materials, tools and supplies;
 - iv) snow removal from common element roads and sidewalks and landscaping of common element areas;
 - v) sewage treatment unless metered separately for each Unit;
 - vi) cutting and watering of lawns and maintenance of foundation plantings within the Units;
 - vii) snow removal from driveways and walkways within the Units; and
 - viii) contribution to costs of the Ring Road and Community Centre.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements and all sums of money required to be paid by the Corporation as its share of the costs of the maintenance, repair and replacement of the Shared Facilities;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

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

There are no exclusive use common elements.

SCHEDULE "H"

1 Buildings and structures that the declaration and description show are included in common elements:

There are no buildings or structures that the declaration and description show are included in the common elements.

2 Facilities and Services that the declaration and description show are included in common elements:

There are no facilities and services that the declaration and description show are included in the common elements.

26

Number YR. 363883
CERTIFICATE OF RECEIPT

SEP 25 2003 14:12

YORK REGION
No. 65
NEWMARKET

Land Registrar

Now YORK REGION VACANT LAND
CONDO. PLAN No. 1002

1095.00
AC

LARRY WESSON
40 SHEPPARD AVE W
STE 710
NORTH YORK, ON
M2N 6K9