

101593

MIDDLESEX CONDOMINIUM CORPORATION NO. 83

DECLARATION

IVEY & DOWLER  
Barristers & Solicitors  
380 Wellington Street  
London, Ontario  
N6A 5B5

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DECLARATION MADE PURSUANT TO  
THE CONDOMINIUM ACT

THIS DECLARATION made (in duplicate) this ~~16th~~ <sup>16th</sup> day of ~~FIVE~~ <sup>FIVE</sup> MAY, 1986, (hereinafter called the "Declaration") pursuant to the provisions of The Condominium Act, Revised Statutes of Ontario, 1980, Chapter 84, as amended and the regulations enacted pursuant thereto (all of which are hereinafter referred to as the "Act") by

LONDON MEDICAL-DENTAL BUILDING LIMITED,  
a Corporation incorporated under the laws of the Province of Ontario, having its head office in the City of London, (hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of land and premises more particularly described in Schedule A hereto and laid out in accordance with Section 4 of the Act in the description filed herewith;

AND WHEREAS the Declarant intends that the said lands shall be governed by the Act.

NOW THEREFORE the Declarant hereby declares as follows:

1. Definitions

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

- (a) Corporation means the corporation created under the Act by the registration of this Declaration and the description;
- (b) Description means the description submitted for registration by the Declarant under the Act, herewith;
- (c) Land means the land and interests appurtenant to the land described in the description and more particularly described in Schedule A;
- (d) Owner means the owner or owners of the freehold estate or estates in a unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (e) Residential Units mean Units 1 to 9 inclusive, Level 2 to 6 inclusive;  
Commercial Unit means Unit 1, Level 7;
- (f) Other terms used herein shall have ascribed to them the definitions contained in the Act.

2. Statement of Intention

The Declarant intends that the land and interests appurtenant to the land described in Schedule A hereto and described in the description be governed by the Act.

3. Consent of Encumbrancers

The consent of every person having a registered charge, mortgage, lien or other claim securing the payment

of money against the land or interests appurtenant to the land described in the description other than a municipality having a description or with any predecessor in title of the owner, is contained in Schedule B attached hereto.

4. Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule C attached hereto.

5. Proportion of Common Interest and Contribution to 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, both in the proportions set forth opposite each unit number in Schedule D attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred per cent (100%).

6. Address for Service

The corporation's address for service and mailing address is in care of the address below or such other address as may be determined by the corporation by resolution and registration of a notice in the prescribed form.

LONDON MEDICAL-DENTAL BUILDING LIMITED  
450 Central Avenue  
London, Ontario.

PART II UNITS

7. Occupation and Use

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

(a) Each of the units described in Schedule C, save and except Unit Number 1, Level 7, shall be occupied only as a one-family residence by the owner of the unit, his family and guests. For the purpose of these restrictions, "one-family residence" means a unit occupied as a residence by one family alone and containing one kitchen, provided that no roomers or boarders are allowed; provided however that the foregoing shall not prevent the Declarant from completing the buildings and all improvements to the property, maintaining units as models for display and sales purposes and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant. The Declarant shall have the right to utilize the common elements for such purposes and in such manner as the Declarant shall reasonably require. Unit Number 1, Level 7 described in Schedule C may be used for professional and office purposes involving the attendance of the public.

(b) Save and except as provided hereinbefore with respect to Unit Number 1, Level 7 notwithstanding any definition or provision in any zoning or other by-law, no unit shall be used in whole or in part for any commercial or professional purposes involving the attendance of the public at such unit other than provided in clause 7 (1) (a) hereof. Without limiting the generality of the foregoing, no unit or part thereof shall be

used as an office by a doctor, dentist, chiropractor, lawyer, drugless practitioner or other professional person.

(d) Nothing shall be done, or permitted to be done or brought into, or kept in a unit which will in any way increase the risk of fire, or the rate of fire insurance on the property or part thereof. No condition shall be permitted to exist and no activity shall be carried on in any unit that is likely to damage any of the units and/or property. No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or threatened cancellation of any policy of insurance referred to in clause 16 of this Declaration.

(e) The water shall not be left running unless in actual use in any unit. The water closets and other water apparatus including drains shall not be used for any purpose other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein.

(f) No stores of coal or any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit.

(g) No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit without the prior written consent of the corporation other than as provided in clause 7 (1)(a) hereof.

(h) No television antennae, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any units, except for or in connection with a common television cable system.

(i) No portion of a unit required by this Declaration to be maintained by the corporation shall be painted, decorated or otherwise affected by anyone other than the corporation.

## (2) Requirements for Leasing

Notwithstanding clause 7 (1) (a), a unit owner may lease his unit provided that the proposed tenant delivers to the corporation a written agreement signed by such tenant providing in effect that such tenant covenants and agrees with the corporation that the tenant and the members of his household and guests from time to time, will, in using the unit and the common elements leased by such tenant, comply with the Act, the Declaration and the By-Laws and all rules and regulations of the corporation, during the term of his tenancy. Notwithstanding any leasing, the unit owner shall not be relieved from any obligation with respect to the unit which shall be joint and several with his tenant.

## PART III COMMON ELEMENTS

### 8. Use of common elements

Subject to the provisions of the Act, this Declaration,

7.  
the By-law and any rules or regulations thereunder, each owner shall have the full use, enjoyment and occupation of the whole or any part of the common elements.

9. Modifications

The corporation may by a vote of members who own 80 per cent of the common elements make any substantial addition, alteration or improvement to or renovation of the common elements or may make any substantial change in the assets of the corporation, and the corporation may by a vote of a majority of the members make any other addition, alteration or improvement to or renovation of the common elements or may make any other change in the assets of the corporation.

10. Changes required by municipality or government

When a municipality or governmental authority requires a substantial addition, alteration or improvement to or renovation of the common elements or a substantial change in the assets of the corporation to be made within a designated time limit, the corporation may make such changes in the procedure as may be reasonably necessary to comply with the time allowed, and the proceedings shall in all respects be as binding as if all necessary formalities had been complied with.

PART IV MAINTENANCE

11. By the corporation. Subject to clause 12 hereof the corporation shall maintain all of the common elements including without limiting the generality of the foregoing:

(a) all outside surfaces of the buildings including painted surfaces, roofs, eavestroughs that are constructed or installed at the date of registration of this Declaration and the description;

(b) the partition walls between the units;

(c) all landscaped areas, sidewalks, walkways, drive-ways, parking spaces, all electrical wiring circuits and lighting fixtures and light bulbs, sewer and water pipes in the common elements, notwithstanding such maintenance may be required as a result of reasonable wear and tear or otherwise.

12. By the unit owner. Each unit owner shall maintain his unit or units (which shall include exterior doors servicing his unit or units).

PART V COMMON EXPENSES

13. Specification of Common Expenses

Common expenses, without limiting the definition ascribed thereto by the Act, shall include all of the matters referred to in Schedule E hereto.

14. Payment

Each owner shall pay to the corporation by cash or by cheque payable to the corporation within five days of receipt

of notice from the corporation or from an officer appointed by the corporation his share of the common expenses as specified in such notice; provided such share of common expenses may with the concurrence of the mortgagee be included in the monthly mortgage payments, together with the interest, principal and taxes related to such unit or units. Any such payments towards common expenses shall be held by the corporation in trust pursuant to the Act.

15. Lien against unit on default

If an owner defaults in his obligation to contribute to the corporation towards the common expenses, the corporation shall have all of the rights given to it in such event by the Act.

PART VI INSURANCE

16. Insurance by corporation

(1) The corporation shall have the property appraised for insurance coverage by a qualified independent appraiser before obtaining any renewal of the policy or replacement policy or, in any event not less than once every three years in order to ensure that the amount of coverage is adequate; and shall, in accordance with this appraisal and to the extent available purchase and keep in force on the buildings including all improvements to units made by the corporation and on the personal property owned by the corporation and used in connection therewith at least the following, which may be subject to a loss deductible clause:

(a) Fire and extended coverage insurance with vandalism, malicious mischief and water escape endorsements.

(b) Public liability and property damage with inclusive limit on such amount as the corporation may determine, but not less than \$1,000,000.00.

(2) Any physical damage insurance purchased by the corporation shall be written in the name of the corporation and of the persons who are owners of the unit or units from time to time as insureds with mortgagee endorsements, which mortgagee endorsements shall be subject to the provisions hereof.

(3) Such insurance shall cover the full replacement cost without deduction for depreciation and shall, to the extent available, contain the following:

(a) A waiver of any right of subrogation against the corporation or any insured or any member of the household of any insured or managing agent.

(b) A waiver of insurer's option to repair in the event that after damage the government of the property by the Act is terminated and a notice of termination is registered pursuant to the provisions of the Act. If following an insured loss the owners do not vote for repair and a notice of termination is registered under the Act, the insurer shall agree to permit the insured to elect a cash settlement based upon "replacement cost without deduction for depreciation".

(c) A proviso that notwithstanding any similar insurance which the unit owner may obtain in the event of loss, the insurer will pay 100% of the damage if covered by the corporation's policy.



(d) A proviso that any act or omission by any insured or breach of any statutory condition by the insureds will not void the policy.

(e) A condition preventing cancellation or substantial modification by the insurance carrier without at least sixty (60) days' prior notice by registered mail to all insureds and mortgagees of all units.

(4) Each of the owners agree that they will not do anything or allow anything to be done in the units or common elements that will invalidate in whole or in part the insurance carried on the project or increase the premium rates in connection therewith.

(5) Each owner may carry public liability insurance with respect to his liability with respect to the property and his unit or units and insurance on improvements or additions made by the owner to his unit or units after registration of the Declaration and the description and for furniture, fixtures and equipment of the owner contained in the said unit or units, or stored elsewhere on the property, and for loss of use and occupancy of his unit or units in the event of damage which renders his unit or units uninhabitable. In the event the owner carries any additional insurance as aforesaid, the owner shall effect the insurance with the same insurer which has written the insurance carried by the corporation provided the rates of such insurer are competitive.

(6) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving him the right to prevent application of the insurance proceeds to repair and the registration of such mortgage shall be deemed an agreement to waive as aforesaid; provided, however, in the event substantial damage occurs to the property and the owners have voted not to repair and a notice of termination has been registered pursuant to the Act, the mortgagee of any unit shall be entitled to its proportionate share of the insurance proceeds.

(7) The insurance policy shall provide that the value of the structure for insurance purposes shall only include the original structure at the time of invoking the Act, plus any improvements made by the corporation thereafter.

(8) Provision shall be made for the issuance of certified copies of all policies and endorsements to the unit owners and mortgagees. Renewal certificates or certified copies of new policies shall be furnished to all unit owners and mortgagees not later than ten (10) days before the expiry of the current policy. The master policy shall be kept by the corporation in a safe place.

#### PART VII DAMAGE

##### 17. Repair after Damage

Subject to the provisions of the Act and the Declaration, the corporation shall repair the units and common elements after damage:

##### 18. Procedure when damage occurs

(1) Board to determine extent of damage. Where damage to the building or buildings occurs, the board of the corporation shall determine within thirty (30) days of the

occurrence whether there has been damage to the extent of 25% of the value of the project immediately prior to the date when the damage occurred and the corporation shall notify the mortgagee of any units by registered mail immediately following the determination by the board of the corporation that substantial damage has occurred.

(2) Vote for repair. Where damage is determined under subclause (1) of this clause 18 to be 25% or more of the value of the project, then a meeting of members shall be called within sixty (60) days of such determination for the purpose of voting for repair and if the owners who own at least 80% of the common elements vote for repair, the corporation shall repair.

(3) Damage less than 25%. Where damage is determined under subclause (1) of this clause 18 to be less than 25% of the total value of the project immediately prior to the date when the damage occurred, then the corporation shall repair.

#### 19. Damage covered by insurance

If the damage is determined to be more than 25% of the value of the project immediately prior to the date when the damage occurred and if the cost of repairing the said damage is covered by insurance to the extent of at least 95% of the cost to rebuild, then all of the owners agree to vote in favour of repair when voting in accordance with clause 18 hereof.

#### 20. Adjustment of losses

Exclusive authority to adjust losses with regard to all insurance placed by the corporation shall vest in the corporation, its board and its officers who will act as agents on behalf of the unit owners for the purpose of adjusting and settling losses under the master policy.

#### 21. Insurance Proceeds

In the event of loss in respect of which payment is made on a policy purchased by the corporation,

(1) If the proceeds are less than \$5,000.00, the money shall be paid to the corporation and the corporation shall disburse it for repair of the damage.

(2) If the proceeds are \$5,000.00 or more, the insurance moneys shall be paid to a trustee to be held in trust for the corporation, the unit owners and the mortgagees as their interests may appear and applied in the manner hereinafter set out. The insurance trustee shall be appointed by any mortgagee holding first mortgages on more than 50% of the units. If there is no such mortgagee or in default of appointment by the mortgagee within five (5) days after a request by the corporation to make any appointment, the corporation may appoint as trustee a trust company licensed to do business in the Province of Ontario.

(3) If the property is not to be repaired, then upon receipt of a certificate duly executed under seal by the President and Secretary of termination of the government of the property by the Act, the trustee shall hold the balance in trust for the unit owners and mortgagees of the units in their respective proportions of the common interests and shall pay the share in respect of each unit to the mortgagees and the owner of such unit as their interests may appear.

(4) If the property is to be repaired, the trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, towards the cost of repairing such damage from time to time, as the repairs of such damage progress, upon the written request of the corporation accompanied by the following:

- (i) A certificate signed by the President (or the Vice-President) and the Secretary of the corporation dated not more than thirty (30) days prior to such request and countersigned by the architect or engineer, if any, employed by the corporation in connection with such repairs, setting forth the following:

(a) That the sum then requested either has been paid by the corporation or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate;

(b) That except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the corporation, after due inquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a mechanics' lien, by reason of such repair, to the building or the property or any part thereof.

- (ii) An opinion of a solicitor, acting for the corporation or other evidence reasonably satisfactory to the trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any mechanics' lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the trustee's hands after payment in full of the cost of the repairs of the buildings as aforesaid, shall be paid over by the trustee to the corporation.

In all cases, such holdbacks shall be maintained by the trustee of the corporation as are permitted or required to be retained by an owner by any legislation in force respecting mechanics' liens.

## 22. Decisions regarding reconstruction

All decisions with regard to reconstruction, and letting of reconstruction contracts (except the decision whether or not to reconstruct, which shall be made as provided in clause 18 hereof) shall be made by the corporation. The authority of the corporation in this regard shall include the type of materials to be used, and the timing of and method of reconstruction. Nevertheless, the corporation shall repair the units and common elements after such damage in accordance with the plans, specifications and certificate contained in the description; provided, that the obligation to repair after such damage does not include the repair of improvements made to any unit after the registration of the Declaration and the description. However, the decoration and interior finishing of each unit shall be in the discretion of the owner; provided, however, that any excess in the cost of such interior decorating of a unit over and above the cost of restoring the unit to its condition at the time of registration of the Declaration and description shall be paid by the owner.

## 23. Common expenses during reconstruction

(1) Abatement after damage. Subject to subclause (2) of this clause 23, if a unit is rendered uninhabitable as a result of damage, the contribution of the owner towards common expenses shall abate until the unit is restored to its condition at the time of the registration of the Declaration and description.

(2) Capital expenditures not to abate. Subclause (1) of this clause 23 shall not apply to expenses that benefit the project permanently, nor to the cost of rebuilding and the decision of the board of the corporation as to what expenses are capital expenditures as described in this subclause shall be final and binding on all owners and on the corporation.

## 24. Copy of plans and specifications

A set of the plans of the buildings, including plans of any alterations or improvements made by the corporation from time to time, shall be maintained in the office of the corporation at all times for the use of the board, to assist them in rebuilding or repairing damage to the buildings, and for the use of any owner.

## PART VIII EXPROPRIATION

### 25. Whole Property

In the event of the expropriation of the whole of the property, the compensation shall be negotiated and finalized by the board of the corporation, and the compensation so obtained shall be distributed among the owners in proportion to their interest in the common elements; provided, however, the mortgagee of a unit may at its option elect upon notice to the corporation to have part or all of the proceeds attributable to such unit applied instead against its mortgage debt. Notwithstanding the foregoing, each owner may negotiate with the expropriating authority for any personal compensation (by way of example, cost of moving and the improvements made by the owner after the Declaration and description were registered). The corporation shall notify any interested mortgagee immediately upon receipt by the corporation of a notice of expropriation.

## 26. Part of common elements

If no units are affected by the expropriation and the expropriation includes part of the common elements or other property owned by the corporation, the compensation shall be negotiated and finalized by the board, and the compensation received shall be distributed among the owners in proportion to their interest in the common elements; provided, however, the mortgagee of a unit may at its option elect upon notice to the corporation to have part or all of the proceeds attributable to such unit applied instead against its mortgage debt. However, the corporation may in its discretion retain sufficient moneys so that it will have, together with the funds already on hand, a reserve equal to two months' estimated expenditures as determined by the board. If the board shall use such funds for future expenditures, it shall not make any further assessments until the reserve has first been used and reduced to normal limits. The amount of this reserve fund may be varied by a vote of the owners who own at least 55% of the common elements.

## 27. Partial expropriation

In the event of a partial expropriation which includes some units, each owner who is affected whether his unit is actually expropriated or not, shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. Each such owner shall be entitled to receive full compensation for his unit and interest in the common elements expropriated or affected, from the expropriating authority. The cost of restoring the balance of the project so that it may be used by the remaining owners shall be determined by the corporation, and the corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated within thirty (30) days of the receipt of such compensation, reconstruct using the funds received for such reconstruction.

## 28. Reconstitution of scheme after reconstruction

In the event of reconstruction as provided in clause 27 hereof, the percentage contribution towards common expenses and percentage ownership in the common elements of all units and portions of units that are taken by the expropriating authorities shall thereafter be dissolved and ended. The remaining interest in the common elements and percentage obligation towards expenses shall be determined by calculating this percentage as a percentage of the total percentages left in the project after its reconstruction and shall be increased accordingly.

## PART IX CORPORATION

### 29. Corporation

(1) Each unit owner shall be a member of the corporation and the affairs of the corporation shall be managed by a board of directors, composed of that number of

persons stipulated in the by-laws. No meeting of members of the corporation shall be required to elect directors or make by-laws whenever one member of the corporation owns one hundred per cent (100%) of the common elements, provided, however, such resolution or by-law consented to or made by such member is signed by such member.

(2) The corporation shall carry out the objects of the corporation as set forth in the Act, this Declaration and the by-laws and shall effect compliance by the owners with the Act, this Declaration and the by-laws of the corporation.

#### PART X ADMINISTRATION AND GENERAL

##### 30. Units subject to Declaration, By-laws and Rules and Regulations

All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws and the rules and regulations. 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 the Act, this Declaration, the by-laws and the 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 land 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.

##### 31. Passing or amending by-laws and special by-laws

The Board of Directors may pass or amend by-laws provided that any by-law is not effective until it is confirmed, with or without variation, by owners who own not less than fifty-one (51%) per cent of the units at a meeting duly called for that purpose.

Special by-law means a by-law that is not effective until it is, passed by the board, and confirmed, with or without variation, by owners who own not less than two-thirds of the units at a meeting duly called for that purpose.

##### 32. Default by owners

Each owner shall be liable to the corporation for damage to any part of any unit or the common elements, or both, which the corporation is obligated to repair, and which is caused by the neglect, default or misuse of such owner or any occupant of his unit, or any invitee or licensee of such owner or occupant. Moneys owing shall bear interest at 10% per annum or such rate of interest as the board may from time to time establish. All costs, charges and expenses, including solicitor's costs (on the basis of the costs between a solicitor and his own client) incurred by the corporation in enforcing its rights against an owner shall be charged to such owner, who shall be liable to the corporation therefor.

##### 33. Resolution of conflict of provisions

In the event of a conflict between the provisions of the Act, the Declaration, the by-laws or the common

element rules, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern; subject to the Act and the Declaration, the provisions of the by-laws shall govern. Provisions of the common element rules shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or the by-laws.

34. Severability of provisions

The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

35. Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

36. Headings

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

37. Construction

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

38. Effective date

This Declaration shall take effect upon registration.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers, duly authorized in that behalf, the 16 day of May, 1986.

LONDON MEDICAL-DENTAL BUILDING LIMITED

By [Signature]  
Authorized Officer

Kionel Reese

Authorized Officer



SCHEDULE "A"

ALL THOSE PORTIONS of Lot 6, according to Registered Plan No. 12 (E) and Lot 7 according to Registered Plan No. 187 (E) designated as Parts 2, 9, 13 and 14 according to a plan of survey deposited in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33) as Plan 33R-6777;

TOGETHER WITH a right-of-way in favour of the owners and their assigns at all times, in, along and through Parts 4, 5, 8, 10 and 11 according to Plan 33R-6777;

TOGETHER WITH a right-of-way and easement in favour of the owners, their assigns and workmen to construct, install, maintain, operate, inspect, alter, remove, replace, reconstruct, enlarge and repair electrical lines and meters and appurtenances thereto from time to time in, along and through Part 3 according to Plan 33R-6777;

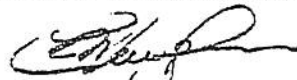
TOGETHER WITH a right-of-way and easement in favour of the owners, their assigns and workmen to construct, install, maintain, operate, inspect, alter, remove, replace, reconstruct, enlarge and repair mail boxes, intercom and controlled access door equipment in, along and through Part 12 according to Plan 33R-6777;

TOGETHER WITH a right-of-way and easement in favour of the owners, their assigns and workmen to construct, install, maintain, operate, inspect, alter, remove, replace, reconstruct, enlarge and repair electrical, telephone, television, water, gas and sewer lines, cables and pipes and appurtenances thereto from time to time in, along, over and upon Part 1 according to Plan 33R-6777;

TOGETHER WITH a right of support by structural members and walls located in Part 1 according to Plan 33R-6777 for the walls and structures located in Parts 2, 9, 13 and 14;

SUBJECT TO a right-of-way in favour of the owners of Part 1, their assigns and clients at all times in, along and through Part 9 according to Plan 33R-6777;

MURRAY FRASER LIMITED



per: C. Murray Fraser  
Ontario Land Surveyor



Waterloo 17  
M.I.S.E. ACCT. NO.  
64389

SCHEDULE B

Form 6a

The Condominium Act

CONSENT UNDER CLAUSE B OF SUBSECTION I

OF SECTION 3 OF THE ACT

The Manufacturers Life Insurance Company having registered an encumbrance within the meaning of clause b of subsection 1 of section 3 of The Condominium Act registered as Number 189586 in the Land Registry Office for the Land Titles Division of Middlesex East (No. 33), 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 <sup>Toronto</sup> ~~London~~, Ontario this 16<sup>th</sup>, day of <sup>June</sup> ~~February~~, 1986.

THE MANUFACTURERS LIFE INSURANCE  
COMPANY

By: \_\_\_\_\_

And-By: \_\_\_\_\_



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SCHEDULE "C"

DEFINITION OF UNIT BOUNDARIES

Units 1 to 9, Levels 2 to 6

- a) Horizontal Boundaries shall be:
- (i) LOWER: The upper unfinished surface of the concrete floor slab;
  - (ii) UPPER: The upper surface and plane of the suspended metal lath supporting the ceiling;
- b) Vertical Boundaries shall be:
- The backside surface of the drywall and,
- (i) The unfinished interior or unit side surface of the window frames, sashes and sills,
  - (ii) The interior or unit side surface of all window glass;
  - (iii) The unfinished interior or unit side surface of the door frames and doors leading from the units;

Unit 1, Level 7

- a) Horizontal Boundaries shall be:
- (i) LOWER: The upper unfinished surface of the concrete floor slab;
  - (ii) UPPER: The upper surface and plane of the suspended metal lath supporting the ceiling;
- b) Vertical Boundaries shall be:
- The backside surface of the drywall and,
- (i) The unfinished interior or unit side surface of the window frames, sashes and sills,
  - (ii) The interior or unit side surface of all window glass,
  - (iii) The unfinished interior or unit side surface of the door frame and door leading from the unit.

MURRAY PRASER LIMITED

per: C. Murray Praser  
Ontario Land Surveyor

SCHEDULE "D"

Proportions of Common Interests  
and Proportions of Contribution  
to Common Expenses expressed in  
Percents

<u>Unit No.</u>	<u>Level No.</u>	
1	2	1.9573%
2	2	1.1345%
3	2	2.5607%
4	2	2.5607%
5	2	2.3017%
6	2	2.6556%
7	2	1.9443%
8	2	1.5738%
9	2	2.6556%
1	3	1.9574%
2	3	1.1345%
3	3	2.5607%
4	3	2.5607%
5	3	2.3017%
6	3	2.6556%
7	3	1.9443%
8	3	1.5738%
9	3	2.6556%
1	4	1.9574%
2	4	1.1345%
3	4	2.5607%
4	4	2.5607%
5	4	2.3017%
6	4	2.6556%
7	4	1.9443%
8	4	1.5738%
9	4	2.6556%
1	5	1.9574%
2	5	1.1345%
3	5	2.5607%
4	5	2.5607%
5	5	2.3017%
6	5	2.6556%
7	5	1.9443%
8	5	1.5738%
9	5	2.6556%
1	6	1.9574%
2	6	1.1345%
3	6	2.5607%
4	6	2.5607%
5	6	2.3017%
6	6	2.6556%
7	6	1.9443%
8	6	1.5738%
9	6	2.6556%
1	7	3.2786%
<hr/>	<hr/>	<hr/>
46		100%

SCHEDULE "E"

- (a) the payment of realty taxes (including local improvement charges) levied against the entire property, until such time as taxes are levied against each unit;
- (b) remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (c) ~~the~~ payment of any remuneration payable pursuant to any management contract which may be entered into between the corporation and any person, persons, firm or company;
- (d) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (e) the cost of legal, accounting and auditing services;
- (f) the cost of water, gas, electricity and hot water heater rentals; provided, however, the cost of water used in connection with the common elements shall be a common expense;
- (g) the cost of appraisals made pursuant to clause 16 hereof of this Declaration;
- (h) the cost of maintaining fidelity bonds as required by the by-laws;
- (i) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation, provided, however, the amount, terms and conditions of each borrowing shall be approved by a vote of members of the corporation who own at least 51% of the common elements at a meeting of such members duly convened for that purpose.
- (j) the costs, expenses or liabilities attributable to the corporation as a result of the corporate ownership of any property including without limitation its ownership of any roads and road allowances or recreational facilities.