

ER477887  
 CERTIFICATE OF RECEIPT  
 MIDDLESEX No. 33 (LONDON)

DEC 29 2006

*m. Smith*  
 LAND REGISTRAR

9:33

DECLARATION

CONDOMINIUM  
 ACT, 1998

MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 644  
 NEW PROPERTY IDENTIFIER'S BLOCK 09247-0001 TO 0069  
 RECENTLY: Blocks 08828, 8749, 08769, 08791, 08606, 08680  
 09009 and 09028  
 DECLARANT: MIDDLESEX CONDOMINIUM CORPORATION NO'S. 172,  
 246, 266, 288, 303, 377, 406 and 425

SOLICITOR: Barry Scott  
 ADDRESS:  
 Suite 200  
 252 Pall Mall St.  
 London  
 N6A 5P6  
 PHONE: 519 433-5310 FAX: 519 433-7909

No. OF UNITS 19  
 FEES: \$70.00 + (\$5.00 x 69) = 415.00

DECLARATION MADE PURSUANT  
TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

MIDDLESEX CONDOMINIUM CORPORATION NO. 172,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 246,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 266,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 288,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 303,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 377,  
MIDDLESEX CONDOMINIUM CORPORATION NO. 406, and  
MIDDLESEX CONDOMINIUM CORPORATION NO. 425  
(hereinafter called the "Declarants")

WHEREAS the Declarants are condominium corporations created by Declarations and Descriptions previously registered against the lands and premises collectively and more particularly described in Schedule "A" and in the Description submitted herewith by the Declarants for registration in accordance with Section 8 of the Act;

AND WHEREAS the Declarants intend that the said lands, the interests appurtenant thereto and the buildings thereon, all as described in the Description, shall be governed by the Act as a single amalgamated Condominium Corporation;

NOW THEREFORE the Declarants hereby declare as follows:

ARTICLE 1 - INTRODUCTION

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act.

1.2 Condominium Act. The lands and the interests appurtenant to the lands described in the Description and described in Schedule "A" (the "Property") shall be governed by the Act and any amendments thereto.

1.3 Type of Condominium Corporation. The Condominium Corporation created by the registration of this Declaration shall be a Freehold Standard Condominium Corporation.

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Exclusions and Inclusions to units:

- (a) Any portion of any building, or of any other structure or improvement constructed or erected on a unit, except as specifically provided otherwise by this Declaration, shall form part of that unit.
- (b) Any sewer mains, water mains or pipes (from the shut off valve or main line tee) or any wires, cables, conduits, ducts, equipment or fixtures, including any heating and air-conditioning equipment, which serve exclusively, or provide services exclusively, to one unit only, shall form part of that unit, whether the same are located within or beyond the boundaries established for that unit.
- (c) Any sewer mains, water mains or pipes (to the shut off valve or main line tee), or any wires, cables, conduits, ducts and any other above grade or below grade works, equipment, fixtures or services (including but not limited to any fire hydrants, street lighting standards, transformers and hydro vaults) which serve, or provide services to, more than one unit, shall form part of the common elements, whether the same are located within or beyond the boundaries established for any unit.
- (d) Any storm sewers draining catch basins, and any catch basins, shall form part of the common elements, whether the same are located within or beyond the boundaries established for any unit.
- (e) The retaining walls, entrance gates and boundary fences, as illustrated on both or either of a Site Plan with respect to the Property approved by the City of London pursuant to the *Planning Act of Ontario* or the Draft Plan of Condominium approved for the Property pursuant to the *Condominium Act, 1998*, or any predecessor legislation, shall form part of the common elements, whether the same are located within or beyond the boundaries established for any unit.

1.5 Common Interest and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners, and shall contribute to the common expenses in the proportion respectively 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 percent (100%).

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be: c/o Huntington Properties Ltd., 747 Hyde Park Road, Unit 106, London, Ontario, N6H 3S3, or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be c/o Huntington Properties Ltd., 747 Hyde Park Road, Unit 106, London, Ontario, N6H 3S3. The aforesaid addresses may be changed by the Corporation by resolution and registration of a notice in the prescribed form.

1.7 Statements Required by Approval Authority Under Section 7(2)(g) of the Act

- a) The City of London will not be responsible for noise issues that arise from Riverside Drive.
- b) The City of London will not be responsible for constructing a noise wall adjacent to Riverside Drive.
- c) Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria.

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 without limiting the generality of the foregoing shall include those expenses set out in Schedule "E" attached hereto.

ARTICLE 3 - UNITS

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

- a) Each of the units shall be occupied only as a one-family residence by the owner of the unit, the owner's 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. No roomers or boarders are allowed.
- b) 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. 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.
- c) 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 illegal or 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 this Declaration.
- d) No stores of any combustible, inflammable or offensive goods, provisions or material shall be kept in any unit, except for normal domestic purposes, including the normal

operation and use of fireplaces and barbecues.

e) No television antennae, aerial, tower, dish or similar structure and appurtenances thereto shall be erected on or fastened to any units, except as approved in writing by the board.

f) 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.

g) No alteration, work, repairs, decoration, painting, maintenance, addition to or replacement of exterior components of any kind whatsoever, nor the addition of a structure, fence, screen, hedge, erection or garden shall be performed, done, erected, planted or replaced within a unit except that in each such case it is in accordance with the Corporation's by-law under Section 56(1)(h) of the Act or the "Unit Improvement Standards" established from time to time by the board as part of the Corporation's Rules.

h) No portion of any garage may be used for any purpose which would prevent the use of such garage for the parking of two full size cars.

i) The owner of each unit shall assume responsibility for compliance with the Act, this Declaration, the by-laws and the rules by all residents of the owner's unit and by each of the owner's guests, visitors, lessees and invitees.

3.2 Requirements for Leasing. Prior to leasing a unit, a unit owner shall deliver 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 the tenant's household and guests from time to time, will, in using the unit and the common elements leased by such tenant, comply with the Act, this Declaration and the by-laws and all rules and regulations of the Corporation, during the term of the 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 the owner's tenant. In addition, the unit owner shall provide the Corporation with notice of the lease as provided for in the Act.

3.3 Rights of Entry to the Unit.

a) the Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit 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 purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

b) In case of any emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit or the 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 the owner's 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.

#### ARTICLE 4 - COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements except as herein otherwise provided.

4.2 Restrictive Access. Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance, storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property.

4.3 Additions, Alterations and Improvements. No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements except by the Corporation or with its prior written consent, or as permitted by the by-laws or rules.

#### ARTICLE 5 - MAINTENANCE

5.1 By the Corporation. Subject to clause 5.2 hereof the Corporation shall maintain, repair and replace as necessary all of the common elements. In addition, the Corporation shall be responsible for the following within the individual units (and shall have all necessary rights of access to the units in that regard) provided that in no event shall the Corporation have any responsibility for any improvement or betterment within a unit:

a) all painting and caulking as necessary with respect to all windows and exterior doors and wood trim of buildings;

b) the maintenance, repair and replacement as necessary of all lawns, save and except that unit owners shall be responsible for the provision of water to the underground

sprinkler system;

c) the maintenance, repair and replacement as necessary of all trees, shrubs and hedges, save except that the unit owners shall be responsible for watering and for supplying water to the underground sprinkler systems;

d) the maintenance, repair and replacement of the landscaping beds located in front only of the building within each unit, including that between the building and any front garden wall or front privacy wall, save except that the unit owners shall be responsible for watering and for supplying water to the underground sprinkler systems;

e) the removal of snow from the driveways, front walkways, front steps and front porches;

f) the maintenance, repair and replacement of the driveways, the front garden walls or front privacy walls and the front walkways;

g) the cleaning of eavestroughs;

h) the maintenance, repair and replacement as necessary of the underground sprinkler systems, save and except that the unit owners shall be responsible for the installation of any desired modifications or extensions of such systems and for watering and for supplying water to the said systems;

i) the maintenance of all grades and the maintenance, repair and replacement of all drainage and grading works;

j) the maintenance, repair and replacement of the two (2) lights located on the exterior of the garages and the one (1) coach light located on the exterior of the privacy wall in front of each unit, including the replacement of bulbs for such lights and including the maintenance, repair and replacement of the photoelectric cell controlling such lights, and all wires serving such lights and switches (except for the connections and circuit breaker at the distribution panel); and

k) the maintenance, repair and replacement as necessary of all common element components within the boundaries of units including those defined by paragraph 1.4 above.

5.2 By the Unit Owner. Each unit owner shall, at the owner's expense and except only as provided in paragraph 5.1 above, maintain, repair and replace the owner's unit as necessary and in accordance with the Corporation's by-law under Section 56(1(h)) of the Act and the Corporation's Rules. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the negligent or wilful act of the owner or by failure of such owner to so maintain, repair and replace the owner's unit as required. Each owner's

obligation to maintain, repair and replace shall include:

- a) except for cleaning by the Corporation as provided for in Paragraph 5.1(g) above, all other maintenance, repair and replacement of eavestroughs;
- b) the prompt replacement of all broken exterior window panes and light fixtures (including light bulb replacements), except for the exterior lights and bulb replacement which are the Corporation's responsibility as provided for in Paragraph 5.1(j);
- c) cleaning and otherwise maintaining the surfaces of all window panes;
- d) the watering of all landscape improvements, the provision of water to the underground sprinkler systems and the maintenance, repair and replacement of all landscaping beds other than those which are the Corporation's responsibility pursuant to Paragraph 5.1(d) above;
- e) the restoration of the unit to its original condition in the event that an owner discontinues the use of, or fails to maintain, any flower garden, awning, storm door or any other addition to the unit;
- f) watering, as required, of all lawns, plants and landscaped areas contained within the owner's unit; and
- g) providing a continuous supply of electric power to the exterior lights referred to in Paragraph 5.1(j) above.

5.3 By the Corporation on Default of Unit Holder. So often as the Corporation shall notify the owner in writing that certain maintenance or repair as specified in such notice is required to the owner's unit, and the owner shall fail to undertake and complete such maintenance or repair within a reasonable time having regard to the nature of the maintenance or repair required and all relevant circumstances, then the Corporation shall be entitled to undertake and complete such maintenance or repair. In such event, the owner shall reimburse the Corporation for the cost of such maintenance or repair together with interest thereon at an annual rate of interest from time to time established by the board for such purpose, not exceeding 18% per annum. All such amounts and interest thereon shall be deemed to be additional contributions to common expenses for which the owner is liable to the Corporation and shall be recoverable by the Corporation as such from the owner.

#### ARTICLE 6 - INSURANCE

6.1 By the Corporation. The Corporation shall obtain and maintain insurance against major perils and such other perils as the board may from time to time deem advisable insuring:



a) the property, but excluding improvements and betterments made or acquired by an owner in an amount equal to the replacement cost thereof without deduction for depreciation;

b) personal property owned by the Corporation but not including furnishings, furniture or other personal property supplied or installed by the owners in an amount equal to the replacement cost thereof without deduction for depreciation;

c) public liability and property damage insurance and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than \$2,000,000.00 and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit; and

d) insurance against the Corporation's liability arising from the ownership, use or occupation by or on its behalf of motor vehicles to the extent required as the board may from time to time deem advisable.

6.2 Policies of Insurance. Every policy of insurance shall insure the interests of the Corporation and the owners from time to time as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Declaration and shall contain the following provisions:

a) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

b) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation;

c) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property by the Act is terminated; 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";

d) a proviso that notwithstanding any similar insurance which a unit owner may obtain in the event of loss, the insurer will pay one hundred percent (100%) of the damage if covered by the Corporation's policy;

e) a proviso that any act or omission by any insured or breach of any statutory conditions by the insureds will not void the policy.

### 6.3 General Provisions Respecting Insurance

a) The board shall obtain an appraisal from a qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected under clauses 6.1 (a) and (b) of this Article, at such times as it may deem advisable, and the cost of such appraisal shall be a common expense.

b) The board shall have the exclusive right, on behalf of itself and as agent for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. The board may, however, authorize an owner in writing to adjust any loss to the owner's unit.

c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices and available for inspection by an owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation of the interest of the owner or mortgagee.

d) No insured other than the Corporation shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act.

6.4 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 or any other insurance should be obtained and maintained by each owner for his own benefit:

a) insurance on any additions, improvements or betterments made by the owner to the owner's unit, and for furnishings, fixtures, equipment, decorating, and personal property and chattels of the owner contained within the owner's unit, and the owner's personal property and chattels stored elsewhere on the property, including the owner's automobile or automobiles, and for loss of use and occupancy of the owner's unit in the event of damage. Every policy of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief;

b) public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by

the Corporation;

c) insurance in respect of additional living expenses incurred by an owner forced to leave the owner's home by one of the hazards protected against under the owner's personal policy;

d) insurance in respect of special assessments levied by the Corporation.

#### ARTICLE 7 - DAMAGE

7.1 Damage of Up to \$10,000. In the event of damage as a result of which proceeds of insurance not exceeding \$10,000 are payable pursuant to a policy of insurance purchased by the Corporation, the said proceeds shall be paid to the Corporation, and the Corporation shall disburse the same for repair of the damage.

7.2 Damage of More Than \$10,000. In the event of damage as a result of which proceeds of insurance in excess of \$10,000 are payable pursuant to a policy of insurance purchased by the Corporation:

a) the Corporation may enter into an agreement with an insurance trustee which shall be a trust company registered under the Loan and Trust Corporations Act, or a chartered bank, which agreement may without limiting its generality, provide for the following:

- i) the receipt by the insurance trustee of any proceeds of insurance payable to the Corporation;
- ii) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- iii) the disbursement of such proceeds in accordance with the provisions of the insurance trust agreement; and
- iv) the notification by the insurance trustee to the mortgagees of any insurance moneys received by it.

b) if the Corporation is unable to enter into such agreement with such trust company or such chartered bank by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any insurance trustee, and any fees and disbursements shall constitute a common expense;

c) if the Corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the insurance trustee may hold all proceeds for the Corporation,

and shall disburse the same in accordance with the provisions of the insurance trust agreement in order to satisfy the obligation of the Corporation to make such repairs;

d) if there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act, and if there is termination in accordance with the provisions of the Act or otherwise, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements, and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance, and in satisfaction of the amount due under a notice of lien registered by the Corporation against such unit, in accordance with the priorities thereof;

e) if the board, in accordance with the provisions of the Act, determines that:

i) there has not been substantial damage to 25% of the buildings; or

ii) there has been substantial damage to 25% of the buildings, and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination;

the insurance trustee shall hold all proceeds for the Corporation and owners whose units have been damaged and shall disburse the same in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Declaration and the Act.

#### ARTICLE 8 - MISCELLANEOUS

8.1 Resolution of Conflict Provisions. In the event of a conflict between the provisions of the Act, this Declaration, the by-laws or the rules, the provisions of the Act shall govern; subject to the Act, the provisions of this Declaration shall govern; subject to the Act and this Declaration, the provisions of the by-laws shall govern. Provisions of the rules shall only be followed so long as they are not in conflict with anything in the Act, this Declaration or the by-laws.

8.2 Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability and effect of the balance thereof.

8.3 Plurality. The use of the masculine gender in this Declaration shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

8.4 Headings. The headings in the body of this Declaration form no part of the


Declaration, but shall be deemed to be inserted for convenience only.

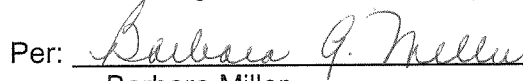
8.5 Waiver. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

8.6 Compliance with Section 120 of the Condominium Act, 1998. The undersigned authorized signing officers of each of the amalgamating corporations state that their respective corporations have complied with section 120 of the Act and the applicable regulations regarding amalgamation made under the Act.

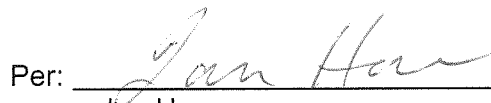
IN WITNESS WHEREOF the Declarants have hereunto affixed their corporate seals under the hands of their proper officers, duly authorized in that behalf, the 7<sup>th</sup> day of November, 2006.


MIDDLESEX CONDOMINIUM CORPORATION NO. 172

Per:   
L. Douglas Campbell President


Per:   
Barbara Miller Secretary


MIDDLESEX CONDOMINIUM CORPORATION NO. 246

Per:   
Ian Hose President

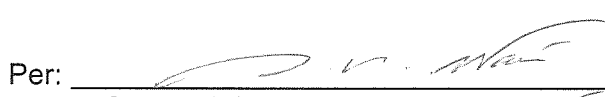
Per:   
Eric McCracken Director

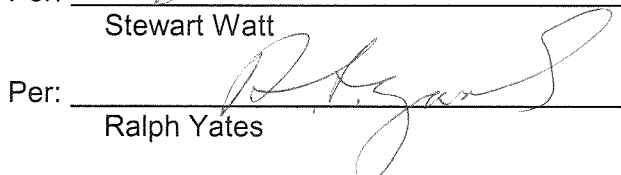
MIDDLESEX CONDOMINIUM CORPORATION NO. 266

Per:   
Robert E. Osborne President


Per:   
T.R. Balakrishnan Director

MIDDLESEX CONDOMINIUM CORPORATION NO. 288

Per:   
Stewart Watt President

Per:   
Ralph Yates Director

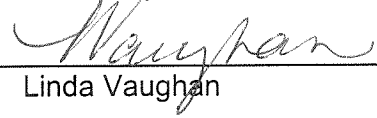
MIDDLESEX CONDOMINIUM CORPORATION NO. 303

Per:   
Ken Keith President

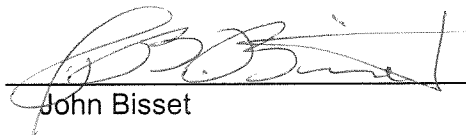
Per:   
Don Wood Director


MIDDLESEX CONDOMINIUM CORPORATION NO. 377

Per:   
Frank Capitano President

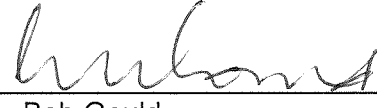
Per:   
Linda Vaughan Secretary

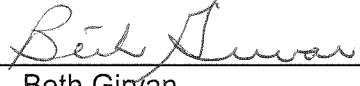
MIDDLESEX CONDOMINIUM CORPORATION NO. 406

Per:   
John Bisset Director

Per:   
Charles E. Frost Director

MIDDLESEX CONDOMINIUM CORPORATION NO. 425

Per:   
Bob Gould Vice-President

Per:   
Beth Girvan Director

**SCHEDULE "A"**

In the City of London, in the County of Middlesex, being composed of:

**FIRSTLY:**

**Middlesex Condominium Plan No. 172.**

Being all of P.I.N. Block 08828.

**SECONDLY:**

**Middlesex Condominium Plan No. 246.**

Being all of P.I.N. Block 08749.

**THIRDLY:**

**Middlesex Condominium Plan No. 266**

Being all of P.I.N. Block 08769.

**FOURTHLY:**

**Middlesex Condominium Plan No. 288**

Being all of P.I.N. Block 08791.

**FIFTHLY:**

**Middlesex Condominium Plan No. 303**

Being all of P.I.N. Block 08606.

**SIXTHLY:**

**Middlesex Condominium Plan No. 377**

Being all of P.I.N. Block 08680.

**SEVENTHLY:**

**Middlesex Condominium Plan No.406**

Being all of P.I.N. Block 09009.

**EIGHTHLY:**

**Middlesex Condominium Plan No.425**

Being all of P.I.N. Block 09028.

In my opinion, based on the parcel register and the plans and documents recorded therein, the legal description set out above is correct and the described easements will exist in law upon the registration of the declaration and description.

Scott, Petrie, Brander, Walters & Wright <sup>LLP</sup>

Per:

  
Barry R. Scott

### **Merging Easements**

The easements as most recently set out in the listed instruments which will merge and no longer exist in law upon the registration of the declaration are described as follows:

#### **Declaration No. LT210251 for Middlesex Condominium Plan No. 172**

1. The (subject to) right-of-way in favour of the owners of Part of said Lot 24, Concession C, designated as Parts 10, 11, 12 and 18, Plan 33R-9322, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon Part of said Lot 24, concession C, designated as Part 9 on the said Plan 33R-9322.

2. The (subject to) right-of-way in favour of the owners of Part of said Lot 24, Concession C, designated as Parts 1, 2, 3, 4, 5, 13 and 15, Plan 33R-9322, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 9 on said Plan 33R-9322.

3. The (subject to) easement in favour of the owners of part of said Lot 24, Concession C, designated as Parts 10, 11, 12 and 18 on Plan 33R-9322, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under that Part of said Lot 24, Concession C, designated as Parts 9, 14, 16 and 17 on Plan 33R-9322.

4. The (subject to) easement in favour of the owners of part of said Lot 24, Concession C, designated as parts 1, 2, 3, 4, 5, 13 and 15 on Plan 33R-9322, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermain in, through, over and under that Part of said Lot 24, Concession C designated as Parts 9, 14, 16 and 17 on Plan 33R-9322.

5. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon Part of said Lot 24, Concession C, designated as Parts 3 and 4 on Plan 33R-9322.

6. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyments and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 11 on Plan 33R-9322.

7. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under that Part of said Lot 24, Concession C, designated as Parts 11 and 18 on Plan 33R-9322.

8. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under that Part of said Lot 24, Concession C, designated as Parts 3, 4, 13 and 15 on Plan 33R-9322.

#### **Declaration No. LT263676 for Middlesex Condominium Plan No. 246**

1. The (together with) Right of Way in favour of the owners of the condominium property, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full,



free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9 on the said Plan 33R-9322 , as in Instrument No. LT210251.

2. The (together with) easement in favour of the owners of part of the condominium property, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, designated as Part 14, Plan 33R-9322;

Part of Unit 17, designated as Part 16, Plan 33R-9322;

Part of Unit 22, designated as Part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322.

3. The (subject to) Right of Way in favour of the owners of the Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 7, Plan 33R-10121, as in Instrument No. LT210251.

4. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermain in, through, over and under part of said Lot 24, Concession C designated as Parts 5 and 7 Plan 33R-10121 as in Instrument No. LT210251

5. The (subject to) right of way in favour of the owners of part of said Lot 24, Concession C, designated as parts 1, 2 and 3 on Plan 33R-10121, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Part 7 on Plan 33R-10121.

6. The (subject to) right of way in favour of the owners of part of said Lot 24, Concession C, designated as parts 1, 2, 3, 4, 5, 13 and 15 on Plan 33R-9322, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon part of said Lot 24, Concession C, designated as part 7 on Plan 33R-10121.

7. The (subject to) easement in favour of the owners of part of said Lot 24, Concession C, designated as parts 1, 2 and 3 on Plan 33R-10121, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under those parts of said Lot 24, Concession C, designated as Parts 5 and 7 on Plan 33R-10121.

8. The (subject to) easement in favour of the owners of part of said Lot 24, Concession C, designated as parts 1, 2, 3,, 4, 5, 13 and 15 on Plan 33R-9322, their successors and assigns in perpetuity, for the full, free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under that Part of said Lot 24, Concession C, designated as Parts 5 and 7 on Plan 33R-10121.

9. The (together with) right of way in favour of the owners of the condominium property, their successors and assigns in perpetuity, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24, Concession C, designated as Parts 3 and 4 on Plan 33R-9322.

10. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, for the full free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermain in, through over and under those parts of said Lot 24 Concession C designated as Parts 3, 4, 13 and 15 on Plan 33R-9322.

**Declaration No. LT297213 for Middlesex Condominium Plan No. 266**

1. The (together with) a Right of Way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9 on the said Plan 33R-9322, as in Instrument No. LT210251.

2. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-9322;

Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322.

3. The (together with) Right of Way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

4. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermain in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7 Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) right of way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Parts 3 and 4 on Plan 33R-9322.

6. The (together with) easement in favour of the owners of part of the owners of the condominium property, their successors and assigns in perpetuity, and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under those parts of said Lot 24, Concession C, designated as Parts 3, 4, 13 and 15 on Plan 33R-9322.

**Declaration No. LT333073 for Middlesex Condominium Plan No. 288**

1. The (together with) Right of Way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right,

liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9 on the said Plan 33R-9322, as in Instrument No. LT210251.

2. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-9322;

Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322.

3. The (together with) right of way in favour of the owners of the condominium property, their successors and assigns in perpetuity, and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

4. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermains in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7, Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) right of way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Parts 3 and 4 on Plan 33R-9322.

6. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Parts 3, 4, 13 and 15 on Plan 33R-9322.

**Declaration No. LT363616 for Middlesex Condominium Plan No. 303**

1. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9 on the said Plan 33R-9322, as in Instrument No. LT210251.

2. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-

9322;  
Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;  
Part of the Common Elements designated as Part 9, Plan 33R-9322.

3. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity, and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

4. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermains in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7, Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) a right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Parts 3 and 4 on Plan 33R-9322.

6. The (together with) an easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Parts 3, 4, 13 and 15 on Plan 33R-9322.

**Declaration No. LT503789 for Middlesex Condominium Plan No. 377**

1. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9, Plan 33R-9322 as in Instrument No. LT210251.

2. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-9322;

Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322.

3. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity, and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

4. The (together with) easement in favour of the owners of the condominium property, their

successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermains in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7, Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Part 1 on Plan 33R-12099.

6. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 13 on Plan 33R-12099.

7. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322, as in Instrument Nos. LT210251 and redescribed in LT386846.

8. The (subject to) a right of way in favour of the owners of Middlesex Condominium Plan No. 246, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322, as in Instrument Nos. LT263676 and redescribed in LT 386852.

9. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 266, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322, as in Instrument Nos. LT297213 and redescribed in LT386855.

10. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 288, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322, as in Instrument Nos. LT297213 and redescribed in LT386855.

11. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 303, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322, as in Instrument Nos. LT363616 and redescribed in LT386865.

12. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322, as in Instrument Nos. LT210251 and redescribed in LT386846.

13. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 246,

their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322, as in Instrument Nos. LT263676 and redescribed in LT386852.

14. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 266, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322, as in Instrument Nos. LT297213 and redescribed in LT386855.

15. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 288, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322, as in Instrument Nos. LT333073 and redescribed in LT386862.

16. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 303, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322, as in Instrument Nos. LT363616 and redescribed in LT386865.

17. The (subject to) right of way in favour of the owners of part of said Lot 24, Concession C, designated as Part 2 on Plan 33R-13176, Parts 1 and 4 on Plan 33R-12099 and Part 13 on Plan 33R-9322, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 4 on Plan 33R-9322.

18. The (subject to) easement in favour of the owners of part of said Lot 24, Concession C, designated as Part 2 on Plan 33R-13176, Parts 1 and 4 on Plan 33R-12099 and Part 13 on Plan 33R-9322, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Parts 4 and 15, Plan 33R-9322.

**Declaration No. LT550461 for Middlesex Condominium Plan No. 406**

1. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9, Plan 33R-9322 as in Instrument No. LT210251.

2. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 377 designated as Parts 4 and 15, Plan 33R-9322, as in Instrument No. LT503789.

3. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full,

free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains in, through, over and under those parts of Middlesex Condominium Plan No. 172, as in Instrument No. LT210251, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-9322;

Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322.

4. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity, and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermains in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7, Plan 33R-10121, as in Instrument No. LT263676.

6. The (together with) right-of-way in favour of the owners of the condominium property, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon Part of said Lot 24 Concession C, designated as Part 6 on Plan 33R-13590.

7. The (together with) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590.

8. The (subject to) an easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 1 on Plan 33R-13590, as in Instrument No. LT297213.

9. The (subject to) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 1 on Plan 33R-13590, as in Instrument No. LT333073.

10. The (subject to) easement in favour of the owners of Middlesex Condominium No. 172, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 1 on Plan 33R-13590, as in Instrument No. LT210251.

11. The (subject to) easement in favour of the owners of Middlesex Condominium No. 246, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement,



to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 1 on Plan 33R-13590, as in Instrument No. LT263676.

12. The (subject to) easement in favour of the owners of the condominium property, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under those parts of said Lot 24, Concession C, designated as Part 1 on Plan 33R-13590, as in Instrument No. LT363616.

13. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT386846.

14. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 246, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT386852.

15. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 266, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT386855.

16. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 288, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT386862.

17. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 303, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT386865.

18. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 377, their successors and assigns in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of said Lot 24, Concession C, designated as Part 1 on Plan 33R-12099, now designated as Part 3 on Plan 33R-13590, as in Instrument No. LT503789.

19. The (subject to) easement in favour of the owners of Parts 5 and 6, Plan 33R-13590, their successors and assigns in perpetuity and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers and a watermain or watermains in, through, over and under part of said Lot 24, Concession C, designated as Part 1, Plan 33R-13590.



19. The (subject to) easement in favour of the owners of Parts 5 and 6, Plan 33R-13590, their successors and assigns in perpetuity for pedestrian traffic and in common with all others entitled thereto, for the full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, through, over and under part of said Lot 24, Concession C, designated as Part 7, Plan 33R-13590.

**Declaration No. ER33015 for Middlesex Condominium Plan No. 425**

1. The (together with) right-of-way in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 172 designated as Part 9, Plan 33R-9322 as in Instrument LT210251.

2. The (together with) easement in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain in, through, over and under those parts of Middlesex Condominium Plan No. 172, described as follows:

Part of Unit 1, Level 1, Middlesex Condominium Plan No. 172, designated as Part 14, Plan 33R-9322;

Part of Unit 17, Level 1, Middlesex Condominium Plan No. 172 designated as Part 16, Plan 33R-9322;

Part of Unit 22, Level 1, Middlesex Condominium Plan No. 172, designated as part 17, Plan 33R-9322;

Part of the Common Elements designated as Part 9, Plan 33R-9322;

As in Instrument No. LT210251.

3. The (together with) right-of-way in perpetuity, and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements in, over and upon part of the common elements of Middlesex Condominium Plan No. 246 designated as Part 7, Plan 33R-10121, as in Instrument No. LT263676.

4. The (together with) easement in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, clean, maintain, inspect and use, a sewer or sewers, and a watermain or watermain in, through, over and under those parts of the common elements of Middlesex Condominium Plan No. 246, designated as Parts 5 and 7, Plan 33R-10121, as in Instrument No. LT263676.

5. The (together with) right-of-way in perpetuity and in common with all others entitled thereto, for pedestrian and vehicular traffic, together with the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with the right of way hereby reserved in, over and upon part of the common elements of Middlesex Condominium Plan No. 377 designated as Part 4, Plan 33R-9322, as in Instrument No. LT503789.

6. The (together with) easement in perpetuity and in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under:

that part of the common elements of Middlesex Condominium Plan No. 377, designated as Part 4, Plan 33R-9322;

and that part of Unit 4, Level 1, Middlesex Condominium Plan No. 377, designated as part 15, Plan 33R-9322;

as in Instrument No. LT503789.

7. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT386846.

8. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 246, their successors and assigns in perpetuity, for pedestrian traffic, together with full free,

undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT386852.

9. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 266, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT386855.

10. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 288, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT386862.

11. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 303, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT386865.

12. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 377, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT503789.

13. The (subject to) right of way in favour of the owners of Middlesex Condominium Plan No. 406, their successors and assigns in perpetuity, for pedestrian traffic, together with full free, undisturbed, unobstructed and uninterrupted right, privilege, use, enjoyment and easement, to construct, reconstruct, repair and maintain improvements consistent with this right of way, in, over and upon part of said Lot 24, Concession C, designated as Part 6, Plan 33R-13590, as in Instrument No. LT550461.

14. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 172, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT386846.

15. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 246, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT386852.

16. The (subject to) an easement in favour of the owners of Middlesex Condominium Plan No. 266, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermain, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT386855.

17. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 288, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or

sewers, and a watermain or watermains, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT386862.

18. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 303, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT386865.

19. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 377, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT503789.

20. The (subject to) easement in favour of the owners of Middlesex Condominium Plan No. 406, their successors and assigns in perpetuity, in common with all others entitled thereto, for the full, free, undisturbed, unobstructed and uninterrupted right, liberty, privilege, use, enjoyment and easement, to install, construct, reconstruct, repair, clean, maintain, inspect and use a sewer or sewers, and a watermain or watermains, in, through, over and under that part of said Lot 24, Concession C, designated as Part 6 on Plan 33R-13590, as in Instrument No. LT550461.

Scott, Petrie, Brander, Walters & Wright <sup>LLP</sup>

Per:   
Barry R. Scott

**SCHEDULE "C"**

BOUNDARY DEFINITION

The monuments controlling the extent and location of the dwelling units as described and numbered in the declaration and on Part 1, Sheet 1 of the Description filed concurrently herewith are described as follows:

Units 1 to 69 inclusive, Level 1

VERTICAL

The units are not limited vertically.

HORIZONTAL

Where an exterior wall forms part of the boundary of a unit, the unit shall be bounded by the finished exterior surface of the poured concrete footing and its productions thereof vertically, the exterior surface of the waterproofing of the poured concrete foundation wall, the finished exterior surface of the brick veneer, parging, windows, doors and their frames and the exterior surface of glass panels therein, and the exterior surface of the aluminum soffit, aluminum eavestrough and its production vertically.

All other unit boundaries are vertical planes controlled by ties to the building or structure and the survey monumentation as shown on Part 1, Sheet 1 of the Description.

SCHEDULE 'C'UNIT NUMBER LIST

<u>CONDO NO.</u>	<u>EXISTING UNIT No.</u>		<u>NEW UNIT No.</u>	
	<u>UNIT</u>	<u>LEVEL</u>	<u>UNIT</u>	<u>LEVEL</u>
172	1	1	43	1
	2	1	42	1
	3	1	41	1
	4	1	40	1
	5	1	39	1
	6	1	37	1
	7	1	44	1
	8	1	45	1
	9	1	46	1
	10	1	47	1
	11	1	48	1
	12	1	49	1
	13	1	38	1
	14	1	8	1
	15	1	10	1
	16	1	12	1
	17	1	5	1
	18	1	6	1
	19	1	7	1
	20	1	9	1
	21	1	11	1
	22	1	14	1
246	1	1	15	1
	2	1	17	1
	3	1	19	1
	4	1	20	1
	5	1	18	1
	6	1	16	1
266	1	1	21	1
	2	1	22	1
	3	1	23	1
	4	1	24	1
	5	1	25	1
288	1	1	26	1
	2	1	27	1
	3	1	28	1
	4	1	29	1
	5	1	30	1
303	1	1	31	1
	2	1	32	1
	3	1	33	1
	4	1	34	1
	5	1	35	1
	6	1	36	1
377	1	1	1	1
	2	1	2	1
	3	1	3	1
	4	1	4	1
	5	1	68	1
	6	1	69	1
	7	1	13	1
	8	1	50	1
	9	1	51	1
406	1	1	59	1
	2	1	56	1
	3	1	55	1
	4	1	52	1
	5	1	53	1
	6	1	54	1
	7	1	57	1
	8	1	58	1
	9	1	60	1
	10	1	61	1
425	1	1	62	1
	2	1	63	1
	3	1	64	1
	4	1	65	1
	5	1	66	1
	6	1	67	1

SCHEDULE 'C'

<u>NEW UNIT No.</u>		<u>CONDO NO.</u>	<u>EXISTING UNIT No.</u>	
<u>UNIT</u>	<u>LEVEL</u>		<u>UNIT</u>	<u>LEVEL</u>
1	1	377	1	1
2	1		2	1
3	1		3	1
4	1		4	1
5	1	172	17	1
6	1		18	1
7	1		19	1
8	1		14	1
9	1		20	1
10	1		15	1
11	1		21	1
12	1		16	1
13	1	377	7	1
14	1	172	22	1
15	1	246	1	1
16	1		6	1
17	1		2	1
18	1		5	1
19	1		3	1
20	1		4	1
21	1	266	1	1
22	1		2	1
23	1		3	1
24	1		4	1
25	1		5	1
26	1	288	1	1
27	1		2	1
28	1		3	1
29	1		4	1
30	1		5	1
31	1	303	1	1
32	1		2	1
33	1		3	1
34	1		4	1
35	1		5	1
36	1		6	1
37	1	172	6	1
38	1		13	1
39	1		5	1
40	1		4	1
41	1		3	1
42	1		2	1
43	1		1	1
44	1		7	1
45	1		8	1
46	1		9	1
47	1		10	1
48	1		11	1
49	1		12	1
50	1	377	8	1
51	1		9	1
52	1	406	4	1
53	1		5	1
54	1		6	1
55	1		3	1
56	1		2	1
57	1		7	1
58	1		8	1
59	1		1	1
60	1		9	1
61	1		10	1
62	1	425	1	1
63	1		2	1
64	1		3	1
65	1		4	1
66	1		5	1
67	1		6	1
68	1	377	5	1
69	1		6	1

**SCHEDULE "C"**

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheet 1 of the Description and that the Unit Number Listing is accurate and complete.

Dated at London, Ontario this 3 day of NOVEMBER, 2006.

HOLSTEAD & REDMOND LIMITED

per:   
R. H. Kruys, O.L.S.

Reference should be made to the provisions of the declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

**SCHEDULE "D"****PROPORTION OF COMMON EXPENSES AND  
PROPORTION OF COMMON INTERESTS**  
(expressed as a percentage)

Unit Number	Level	Common Interest and Common Expense
1	1	1.4492
2	1	1.4492
3	1	1.4492
4	1	1.4492
5	1	1.4492
6	1	1.4492
7	1	1.4492
8	1	1.4492
9	1	1.4492
10	1	1.4492
11	1	1.4492
12	1	1.4492
13	1	1.4492
14	1	1.4492
15	1	1.4492
16	1	1.4492
17	1	1.4492
18	1	1.4493
19	1	1.4493
20	1	1.4493
21	1	1.4493
22	1	1.4493
23	1	1.4493
24	1	1.4493
25	1	1.4493
26	1	1.4493
27	1	1.4493
28	1	1.4493
29	1	1.4493
30	1	1.4493
31	1	1.4493
32	1	1.4493
33	1	1.4493
34	1	1.4493



35	1	1.4493
36	1	1.4493
37	1	1.4493
38	1	1.4493
39	1	1.4493
40	1	1.4493
41	1	1.4493
42	1	1.4493
43	1	1.4493
44	1	1.4493
45	1	1.4493
46	1	1.4493
47	1	1.4493
48	1	1.4493
49	1	1.4493
50	1	1.4493
51	1	1.4493
52	1	1.4493
53	1	1.4493
54	1	1.4493
55	1	1.4493
56	1	1.4493
57	1	1.4493
58	1	1.4493
59	1	1.4493
60	1	1.4493
61	1	1.4493
62	1	1.4493
63	1	1.4493
64	1	1.4493
65	1	1.4493
66	1	1.4493
67	1	1.4493
68	1	1.4493
69	1	1.4493
Total		<hr/> 100.0000

## SCHEDULE "E"

## COMMON EXPENSES

Common Expenses shall include the following:

- a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation, whether such objects or duties are imposed under the provisions of the Act or of this Declaration, or performed pursuant to any By-Law of the Corporation;
- b) all sums of money levied or charged to the Corporation on account of any and all insurance coverage, taxes, utilities and any other private or public services whatsoever, including without limiting the generality of the foregoing, levies or charges for:
  - insurance premiums;
  - water and sewage; unless separately metered for each unit;
  - electricity, unless separately metered for each unit;
  - fuel, including gas, oil and electricity, unless separately metered for each unit;
  - maintenance, materials, tools and supplies;
  - snow removal
  - law mowing, grounds maintenance and landscaping;
  - maintenance, repair and operation of the pool and related recreational facilities;
  - realty taxes (including local improvement charges) levied against any part of the property until such time as such taxes are levied against each unit;
- c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- d) the cost of maintaining fidelity bonds as provided in the By-laws;
- e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- f) the cost of furnishings and equipment for use in and about the common elements, including the repair, maintenance, operation or replacement thereof;
- g) all sums of money paid or payable by the Corporation pursuant to the provisions of Section 38 of the Act as amended;
- h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- i) the cost of insurance appraisals;
- j) the fees of the insurance trustee;
- k) the cost of maintenance, repair and operation of recreational facilities;
- l) the cost of providing security for the property if required by the Corporation.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

There are no parts of the common elements of which an owner of a Unit has the exclusive use.