

DECLARATION  
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, 1978, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

LANZINO HOLDINGS LIMITED  
(hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed a building upon the said lands containing Forty One (41) dwelling units;

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I  
INTRODUCTORY

- (1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (2) Statement of Intention - The Declarant intends that the land and premises described in Schedule "A" be governed by the Act, and any amendments thereto.
- (3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

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

(5) 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 proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

(6) Address for Service and Mailing Address of the Corporation  
The Corporation's address for service shall be c/o Stanley H. Zigelstein, 314 Dundas Street West, Toronto, Ontario M5T 1G5, or such other address as the corporation may by resolution of the board determine, and the mailing address of the corporation shall be

## ARTICLE II

### COMMON EXPENSES

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

## ARTICLE III

### UNITS

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

- (a) Each dwelling unit shall be occupied and used only as a private single family residence or professional office, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.

- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the corporation, the owner of such unit shall reimburse the corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the declaration, the by-laws and the rules.
- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.
- (e) No animal, livestock or fowl, other than a pet shall be kept or allowed in any unit. No pet that is deemed by the board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or around any unit.

(2) 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 or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing to the corporation a key for each new or changed lock.

- (e) 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 IV

COMMON ELEMENTS

- (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.
- (2) Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the declaration, by-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.
- (3) 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, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property, and, without the consent in writing of the board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 48 hours' notice to the building manager.
- (4) Visitor Parking - The eleven (11) parking spaces designated as "parking spaces restricted to visitors" on Level A of the description shall form part of the common elements and be restricted to the use of visitors to the building, and their use for such visitors shall be governed by the Act, the declaration, the By-Laws

(5)

Additions, Alterations and Improvements

- (a) For the purposes of subsection 1 of Section 38 of the Act, the board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the corporation is substantial.
- (b) 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 (including any part thereof over which any owner has the exclusive use) except by the corporation or with its prior written consent or as permitted by the by-laws or rules.
- (c) The corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.
- (6) Pets - No animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

- (1) Each owner shall maintain his unit and, subject to the provisions of the declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

(2) The corporation shall repair and maintain the common element and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors, providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

#### ARTICLE VI

##### FIRST MEETING

As soon as practicable after the registration of this declaration, the owners may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting provided a quorum of directors is present. Any special by-law and any by-law passed by the board, from time to time, may be confirmed by the owners without a meeting provided the consent to and confirmation of the special by-law or by-law by owners who own 100% of the units is endorsed thereon.

#### ARTICLE VII

##### MISCELLANEOUS

(1) Invalidity - Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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

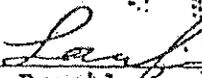
(3) Construction of declaration - This declaration shall be read with all changes of number and gender required by the context.

(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 of reference only.

DATED at Toronto this 5th day of September, 1980.

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

LANZINO HOLDINGS LIMITED

  
President - Joseph Lanzino

5112  
SCHEDULE "A"

Description

ALL AND SINGULAR those certain parcels or tracts of land situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and being composed of the whole of Lots 32 and 33 according to a plan registered in the Office of Land Titles at Toronto as No. M-6.

SCHEDULE "B"

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

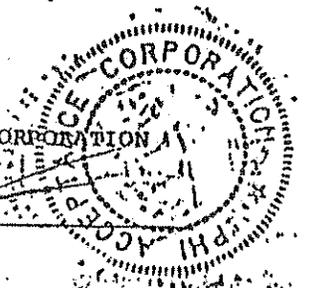
PHI ACCEPTANCE CORPORATION having a mortgage registered within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act, registered as Instrument No. A-831035 at the Office of Land Titles at Toronto, hereby consents to the registration of this Declaration, pursuant to The Condominium Act against the land or interest appurtenant to the land described in the Description.

DATED at the Municipality of Metropolitan Toronto,  
this 10<sup>th</sup> day of September, 1980.

PHI ACCEPTANCE CORPORATION

Per: 

Per: \_\_\_\_\_



SCHEDULE "B"

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

MORGUARD TRUST COMPANY having a mortgage registered within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act, registered as Instrument No. A-704648 at the Office of Land Titles at Toronto, hereby consents to the registration of this Declaration, pursuant to The Condominium Act against the land or interest appurtenant to the land described in the Description.

DATED at the Municipality of Metropolitan Toronto,  
this 18 day of August, 1980.



MORGUARD TRUST COMPANY

Per: [Signature]  
MARTIN WEILAND, Mgr. of Mortgage Admin.

Per: [Signature]  
VICE-PRESIDENT

SCHEDULE "B"

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

SAUL B. KELNER, Trustee, having a mortgage registered within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act, registered as Instrument No. A-800424 at the Office of Land Titles at Toronto, hereby consents to the registration of this Declaration, pursuant to The Condominium Act against the land or interest appurtenant to the land described in the Description.

DATED at the Municipality of Metropolitan Toronto,  
this 6th day of August , 1980.

WITNESS:

*J. [unclear]*

*Saul B. Kelner, Trustee*  
SAUL B. KELNER, Trustee

SCHEDULE "B"

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

CANADIAN IMPERIAL BANK OF COMMERCE having a mortgage registered within the meaning of Clause B of Subsection 1 of Section 3 of The Condominium Act, registered as Instrument No. A-848868 at the Office of Land Titles at Toronto, hereby consents to the registration of this Declaration, pursuant to The Condominium Act against the land or interest appurtenant to the land described in the Description.

DATED at the Municipality of Metropolitan Toronto,  
this 10<sup>th</sup> day of September, 1980.



Per: \_\_\_\_\_

Assistant Secretary



BOUNDARIES OF UNIT

Monuments controlling the extent of units described and numbered in the description are the physical surfaces more fully described as follows:

VERTICALLY:

1. Units 1 to 6, inclusive, Levels 1 to 5, inclusive.
  - (1) Upper surface of concrete floor slab.
  - (2) Lower surface of concrete ceiling slab.
2. Units 7 to 10, inclusive, Levels 2 and 3.  
Units 7 to 9, inclusive, Level 4.
  - (1) Underside face of plywood on floor.
  - (2) Upper surface of drywall on ceiling.

HORIZONTALLY:

1. Backside face of drywall.
2. Unfinished surface of inner face of framework containing windows, doors and the interior surface of glass panels and exterior doors.

All of which is illustrated on the description filed concurrently herewith.

Any pipes, wires, cables, conduits, ducts, steel columns, sprinklers or other such apparatus that may be contained within any unit, but that serves other units, shall form part of the common element, however, all such pipes, wires, cables, conduits, steel columns, sprinklers, or other such apparatus that may be contained with any unit and services that unit only shall be deemed part of the unit.

  
G. T. Yates, O.L.S.



SCHEDULE "D"

COMMON INTEREST AND COMMON EXPENSES

<u>LEVEL</u>	<u>UNIT</u>	<u>PERCENTAGE</u>
1	1	2.78
	2	2.47
	3	3.18
	4	2.36
	5	2.42
	6	3.23
2	1	2.84
	2	2.47
	3	3.18
	4	2.36
	5	2.42
	6	3.23
	7	1.85
	8	0.89
	9	1.86
	10	1.91
3	1	2.84
	2	2.47
	3	3.18
	4	2.36
	5	2.42
	6	3.23
	7	1.82
	8	1.48
	9	1.55
	10	1.74
4	1	2.84
	2	2.47
	3	3.18
	4	2.36
	5	2.42
	6	3.23
	7	1.31
	8	1.63
	9	1.52
5	1	2.84
	2	2.47
	3	3.18
	4	2.36
	5	2.42
	6	3.23
<u>TOTAL</u>	41	<u>TOTAL</u> 100.00

*Stanley H. Zigaretter*  
 Per: *Susan Finna*

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(a) the maintenance, repair, replacement, and the operation of the common elements;

(b) the cost of electricity, water, heating, fuel and all other utilities and services purchased by the corporation for use in the units and/or the common elements;

(c) the payment of realty taxes, (including local improvement charges) levied against the property until such time as said taxes are levied against each unit;

(d) the remuneration payable by the corporation to any employees deemed necessary for the operation and maintenance of the property, including the payment of any remuneration payable pursuant to any management agreement which the corporation may enter into;

(e) the cost of furnishings and equipment for use in and about the common elements, including the repair, maintenance or replacement thereof;

(f) the cost of legal, accounting and auditing services, premiums for the corporation's insurance obligations, appraisals, fees and disbursements of the Insurance Trustee, fidelity bonds and the cost of any other objects and duties imposed by the Act, this declaration and the by-laws of the corporation and its board;

(g) the cost of borrowing money to carry out the objects and duties of the corporation and the repayment including principal and interest of debts incurred for the objects and duties of the corporation, provided that the borrowing of such money in excess of FIVE THOUSAND (\$5,000.00) DOLLARS shall have been duly authorized by a vote of the owners at a meeting held for the purposes of such authorization;

(h) all sums of money assessed by the corporation for collection from the owners to be set aside in such separate fund or funds as may be provided for by by-laws of the corporation, and to be applied, from time to time, in whole or in part in the absolute

discretion of the Corporation, towards meeting deficits and such other common purposes, or to be used or expended for major maintenance items, which occur less frequently than annually, and for major items of repair or replacement made necessary by damage, deterioration or obsolescence, as the corporation may deem necessary or desirable in order to carry out the objects and duties of the corporation.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of any unit shall have the exclusive use and possession, subject to the rules and regulations of the Condominium Corporation, of the balcony or patio to which the unit shall have direct access.
2. The owner of each unit shall have the exclusive use and possession of a parking space, subject to the By-Laws and rules and regulations of the Corporation, such space to be allocated by the Condominium Corporation from time to time.

DATED: 10th day of September, 1980.

IN THE MATTER OF the registration  
of The Condominium Act of Lanzino  
Holdings Limited - Lots 32 and 33,  
Plan M-6, 212 St. George Street,  
Toronto.

AFFIDAVIT OF

STANLEY H. ZIGELSTEIN

STANLEY H. ZIGELSTEIN,  
Barrister & Solicitor,  
314 Dundas Street West,  
TORONTO, Ontario,  
M5T 1G5.

A F F I D A V I T

IN THE MATTER OF the registration under  
The Condominium Act of Lanzino Holdings  
Limited - Lots 32 and 33, Plan M-6, 212  
St. George Street, Toronto.

I, STANLEY H. ZIGELSTEIN, Solicitor, Make oath and  
say as follows:

1. I am the Solicitor for the above noted Applicant  
and as such have knowledge of the matters hereinafter deposed  
to.

2. It is my intention and that of the Applicant that  
the proposed condominium be registered, subject to the  
following Mechanics' Liens and Certificates of Action:

Mechanics' Liens

Instrument No. A-862181

Instrument No. A-863125

Instrument No. A-863784

Instrument No. ~~A-863137~~ A-873137 *sub*

Instrument No. A-875021

Certificates of Action

Instrument No. A-865899

Instrument No. A-868789

~~Instrument No. A-865899~~ *AM*

SWORN BEFORE ME at the City )  
of Toronto, in the Municipality )  
of Metropolitan Toronto, this )  
10<sup>th</sup> day of September, 1980. )

*[Signature]*

A Commissioner, etc.

*[Signature]*  
Stanley H. Zigelstein

**DUPLICATE**

B-610012

DATED: 1980.

No. B-675013

Received at the Office of Land Titles  
at TORONTO at 2:16 P.M. of the 11<sup>th</sup> day of SEPT.  
A.D. 1980 and entered in

Folium Vol. - Parcels  
PROPERTY PARCEL REGISTER,  
COMMON ELEMENTS AND GENERAL  
INDEX, AND, CONSTITUTION  
PLAN No. 509.

LANZINO HOLDINGS LIMITED

Cond Plan No. 529 TOR.

218 St George St

DECLARATION

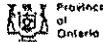
Juselov  
DLK

STANLEY H. ZIGELSTEIN,  
Barrister & Solicitor,  
314 Dundas Street West,  
TORONTO, Ontario,  
M5T 1G5.

RECENTLY: PARCEL 327  
SECTION M-6

9771408

reg 11/9/80



**Document General**  
Form 4 - Land Registration Reform Act, 1964

ONE & CENTS CO. LIMITED  
Form No. 405

**D**

FOR OFFICE USE ONLY

**D 14499**

CERTIFICATE OF RECEIPT

1988 JAN - 8 P 3:05

*[Signature]*  
ASST. DEPT. LAND REGISTRAR  
11 MET. REG. TORONTO NO. 65

(1) Registry  Land Titles  (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document  
CITY OF TORONTO BY-LAW 20-88

(5) Consideration  
NIL Dollars \$

(6) Description  
All the units and common elements included in York Condominium Plan No. 529 in the City of Toronto, in the Municipality of Metropolitan Toronto  
  
See Schedule attached

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:  
  
By-law No. 20-88 attached  
  
Continued on Schedule

(9) This Document relates to instrument number(s) B-405798 BY-LAW

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D  
THE CORPORATION OF THE CITY OF TORONTO *[Signature]* 1988 01 06  
(Applicant) William Ernest Ward  
by its Solicitor William Ernest Ward

(11) Address for Service New City Hall, 100 Queen Street West, Toronto, M5H 2N2

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property  
212 St. George Street  
Toronto, Ontario  
M5R 2N5

(15) Document Prepared by  
Dennis Y. Perlin  
City Solicitor  
14th Floor, West Tower  
City Hall  
Toronto, M5H 2N2  
Box 80

Fee and Tax	
Registration Fee	
Total	160.00

No. 20-88. A BY-LAW

To repeal By-law No. 281-73 respecting the designation of the lands and premises at 212 St. George Street.

(Passed December 14, 1987.)

Whereas Council by adoption of Clause 13 of Neighbourhoods Committee Report No. 15, at its meeting held on September 8, 1986, authorized the repeal of By-law No. 281-73 respecting the designation of the lands and premises at 212 St. George Street;

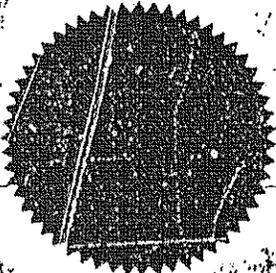
Therefore the Council of The Corporation of the City of Toronto enacts as follows:

1. By-law No. 281-73, being "A By-law To designate the lands and premises known as 212 St. George Street as an Historic Site.", is hereby repealed.
2. The City Solicitor is hereby authorized to cause a copy of this by-law to be registered against the property described in Schedule "A" hereto in the proper land registry office.

ARTHUR C. EGGLETON,  
*Mayor.*

BARBARA G. CAPLAN  
*Deputy City Clerk.*

Council Chamber,  
Toronto, December 14, 1987.  
(L.S.)



Certified a true copy of the original By-law adopted by the Council of the Corporation of the City of Toronto.

*Key S. Anderson*  
CITY CLERK