

## DECLARATION

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1980, Chapter 84, and amendments thereto, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

Consulate II Properties Inc. a  
Corporation incorporated under the  
laws of the Province of Ontario;

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situated in the City of Etobicoke, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant for registration in accordance with section 4 of the Act (hereinafter called the "Description"), and which lands are sometimes hereinafter referred to as the "Lands" or the "Property".

AND WHEREAS the Declarant has constructed a Building (hereinafter defined) upon the Lands containing 170 Dwelling Units (hereinafter defined), together with 195 Parking Units (hereinafter defined), 77 Visitor Parking Spaces (hereinafter defined).

AND WHEREAS the Declarant intends that the Lands described in Schedule "A" together with the said Building constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

### ARTICLE I

#### INTRODUCTORY

##### 1.01 Definitions

All capitalized words used herein which are defined in the Act shall have the meaning ascribed to them in the Act unless defined herein. The following additional terms used herein have the meaning set out below, unless the context otherwise requires:

- (a) "Applicable Zoning By-Laws" means the restricted area or zoning by-laws, rules or regulations of the City of Etobicoke, the Municipality of Metropolitan Toronto and any other governmental authority or agency having jurisdiction over the Lands;
- (b) "Article", "Section", "Subsection" or "Paragraph" means the specified article, section, subsection or paragraph in this Declaration;
- (c) "Building" means the highrise building and other improvements constructed or to be constructed by or on behalf of the Declarant upon the Lands;
- (d) "Common Elements" means all the Property except the Units;
- (e) "Common Interest" means the interest in the Common Elements appurtenant to a Unit;
- (f) "Corporation, this Corporation, the Corporation, Condominium, this Condominium, the Condominium or the

Condominium Corporation" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

- (g) "Dwelling Unit" means a Unit in this Condominium to be used for private residential purposes, being any one of Units 1 and 2, on Level 1, Units 1 to 12, inclusive on Levels 2 to 3 inclusive, Units 1 to 12 inclusive on Level 4 to 14, inclusive and Units 1 to 12, inclusive on Level 15;
- (h) "Exclusive Use Common Elements" means those parts of the Common Elements set out in Schedule "F" hereto;
- (i) "Mortgagee" means a mortgagee (including a trustee for bondholders) of the Condominium or part of it and a chargee or other secured creditor that holds the Condominium or part of it as security, which security includes all renewals, modifications, consolidations, replacements and extensions;
- (j) "Owner" means the owner or owners of the freehold estate or estates in a Unit and Common Interest in this Condominium, but does not include a Mortgagee unless in possession;
- (k) "Parking Unit" means a part or parts of the Lands included in the Description, and designated as a parking unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the Lands within such space, all in accordance with the Declaration and the Description;
- (l) "Recreational Facilities" means that part of the Common Elements used for recreational purposes including all amenities, facilities, activity rooms and furnishings and equipment situated thereon or contained therein or otherwise situated within the Lands and which are or may at any time be used in connection with the operation, enjoyment and/or maintenance thereof;
- (m) "Rules" means rules passed by the board of directors (hereinafter called the "Board") of this Condominium and becoming effective pursuant to Section 29 of the Act;
- (n) "Unit" means a part or parts of the Lands included in the Description, and designated as a Unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the Lands within such space, in accordance with the Declaration and the Description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration;
- (o) "Visitors' Parking Spaces" means that part of the Common Elements designated on the Description for use as visitors' parking.

1.02 Statement of Intention

The Declarant intends that the Lands together with all interests appurtenant to the said Lands shall be governed by the Act, and any amendments thereto.

1.03 Consent of Encumbrancers

The consent of all persons having registered mortgages against the Lands or interests appurtenant to the Lands described in Schedule "A" is contained in Schedule "B" attached hereto.

1.04 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.

1.05 Common Interests and Common Expenses

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

1.06 Exclusive Use Common Elements

Subject to the provisions of the Act and the Declaration, the Owner of certain Units shall have the exclusive use of those parts of the Common Elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owner(s) so entitled to same may be regulated by any By-Laws or Rules of the Corporation.

1.07 Mailing Address and Address for Service

The Corporation's address for service shall be:

55 University Avenue  
Suite 610  
Toronto, Ontario  
M5J 2H7

Attention: John Goldspink

or such other address as the Corporation may determine by resolution of the Board. The Corporation's mailing address shall be

55 University Avenue  
Suite 610  
Toronto, Ontario  
M5J 2H7

Attention: John Goldspink

or such other address as the Corporation may determine by resolution of the Board.

ARTICLE II

COMMON EXPENSES

2.01 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 specified as common expenses in the Act and those expenses set out in Schedule "E" attached hereto.



2.02 Payment of Common Expenses

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

2.03 Non-Payment of Common Expenses by an Owner

Where an Owner of a Dwelling Unit or Parking Unit fails to contribute his proportionate share of common expense contributions for any such Unit, the Corporation shall give to any Mortgagee ten (10) days written notice of a claim for lien prior to filing a notice of lien. Where a claim for and notice of lien is filed, the Owner of the Unit, any Mortgagee of the Unit, or any person claiming through either of them shall not be entitled to a discharge of the lien unless and until the outstanding contributions toward common expenses (including interest and collection costs) have been paid to the Corporation in respect of all outstanding contributions with respect to all of the said Owners' Dwelling Units and/or Parking Units.

2.04 Reserve Fund

The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for the major repair and/or replacement of the Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.

No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

2.05 Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with an estoppel certificate and accompanying statements and information in accordance with subsection 32(8) of the Act. The Corporation shall forthwith provide the Declarant with an estoppel certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant.

ARTICLE III

COMMON ELEMENTS

3.01 General Use

- (a) Subject to the provisions of the Act, the Declaration, the By-laws and the Rules, each Owner may make reasonable use, occupancy and enjoyment of the whole or any part of the Common Elements, including the Exclusive Use Common Elements allocated to his Unit in Schedule "F", except as otherwise provided by the Act, the Declaration, the

By-Laws and the Rules. However, no condition shall be permitted to exist, and no activity shall be carried on in the Common Elements that is likely to damage the Property, that will unreasonably interfere with the use or enjoyment by other Unit Owners of the Common Elements and/or the other Units, or that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration or otherwise in existence with respect to the Property.

- (b) The Owners of certain Units shall have the Exclusive Use of those portions of the Exclusive Use Common Elements as set out in Schedule "F", subject to compliance with the Act, this Declaration, the By-laws and Rules, and subject further to the Corporation's right of access to the Exclusive Use Common Elements at all reasonable times to perform repairs, additions, alterations or improvements.
- (c) No Owner shall make any change or alteration to an installation upon the Common Elements including the Exclusive Use Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, save as allowed hereunder and save for maintaining those parts of the Common Elements which he has a duty to maintain, without obtaining the prior written approval of the Corporation.
- (d) The Declarant together with its invitees shall have free and unlimited access to and egress from all parts of the Common Elements of this Condominium for five years from the registration of this Declaration, for the purpose of gaining access to the Recreational Facilities and Common Elements in order to show same to persons interested in the Condominium.

3.02 Use of Recreational Facilities and  
Other Common Element Areas

- (a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, the Declarant shall be entitled to use and occupy a portion of the Recreational Facilities of the Condominium for the Declarant's marketing/sales/rental program, and to erect and maintain a sales office therein at such location as the Declarant may select, in its sole discretion, until such time as the Declarant has sold all of the Dwelling Units in this Condominium and/or has terminated its marketing/sales/rental program in respect thereto. The cost of erecting, maintaining and ultimately dismantling the said sales office shall be borne by the Declarant but the Declarant shall not be charged for the use of the space so occupied in the Recreational Facilities, nor for any utility services supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services to the said office. The Declarant shall also be entitled to erect and maintain signs for marketing/sales/rental purposes upon any other part of the Common Elements, and within or outside any unsold Dwelling Units pursuant to the Declarant's on-going marketing/sales/rental program in respect of the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion, until such time as the Declarant has sold all of the Dwelling Units in this Condominium and/or has terminated its marketing/sales/rental program in respect thereto.



- (b) Only the Owners of the Dwelling Units in this Condominium, together with their respective tenants, residents and invitees, shall have access to, and use and enjoyment of the Recreational Facilities during opening hours. However, until the turnover meeting has been convened pursuant to the provisions of Section 26 of the Act, the Declarant shall have the unilateral right, in its sole discretion, to establish hours of use and designated or restricted areas of use in respect of the Recreational Facilities, in order to best co-ordinate the operation and use of same with the Declarant's marketing/sales/rental program for this Condominium. From and after the date of the turnover meeting, the use and enjoyment of the Recreational Facilities shall be governed and controlled by the Board or such other committee as the Board may appoint.

3.03 Restrictive Access

No Owner shall, without the prior written consent of the Board or the property manager, have any right of access to those parts of the Common Elements designated or used from time to time for any utilities area, building maintenance or storage areas, building manager's office, Declarant's sales and/or rental office, any area for operating or storing machinery, or any other parts of the Common Elements used for the care, maintenance and/or operation of the Property. Provided, however, that this paragraph shall not apply to any first Mortgagee holding mortgages on at least Fifty (50%) percent of the Units, which first Mortgagee shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation's building manager.

3.04 Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own eighty (80%) percent of the Units, make any substantial additions, alterations or improvements to or renovations of the Common Elements, or may make any substantial change to the assets of the Corporation.
- (b) The Corporation may, by a vote of the majority of the Unit Owners, make any other addition, alteration, or improvement to or renovation of the Common Elements, or may make any other change to the assets of the Corporation.
- (c) For the purposes of subsection 38(1) of the Act, the Board shall decide whether any addition, alteration, or improvement to or renovation of the Common Elements, or any change to the assets of the Corporation, is substantial.
- (d) A copy of the complete set of "as-built" architectural and structural plans and specifications for the Building situate on the Lands including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which may require the prior written consent of the Board, shall be maintained in the office of the Corporation at all times, or at such other place as the Board may from time to time determine by resolution, for the uses of the Corporation in rebuilding or repairing any damage to the Building, and for the use of any Owner or Mortgagee.

3.05 Pets

Except as otherwise stated herein, no animal, livestock, reptile or fowl, other than one household pet, being one cat or one dog not exceeding 25 lbs., tropical fish or a caged bird (with the

exception of pigeons) shall be kept or remain upon the Common Elements including the Exclusive Use Common Elements. When on the Common Elements including the Exclusive Use Common Elements, all pets must be under leash or caged. No pet that is deemed by the Board in its sole discretion to be a nuisance shall be kept or allowed by a Unit Owner or occupant of a Dwelling Unit upon the Common Elements including the Exclusive Use Common Elements.

3.06 Visitor Parking

Each Visitors' Parking Space comprising part of the Common Elements of this Condominium shall be used only by visitors and guests of the Owners and tenants of the Dwelling Units in this Condominium, for the purposes of parking thereon only one motor vehicle per space and each such space shall be individually so designated by means of clearly visible signs and such spaces shall not be assigned, leased or sold to any Unit Owner or otherwise. No Owner or member(s) of his household or any tenants shall park upon any portion of the Common Elements designated in the Description as visitors' parking. Notwithstanding any provision in this Declaration or in any By-Law or Rules hereafter passed to the contrary, the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers shall, however, have the right to use a block of ten (10) Visitors' Parking Spaces within the visitor parking area until such time as the Declarant has terminated its marketing/sales/rental program with respect to the Condominium.

3.07 Use of the Party Room

The use of the partyroom which forms part of the Recreational Facilities, and comprises part of the Common Elements, shall only be used to accommodate the parties and meetings which have been convened or arranged by (and which benefit) Owners or tenants of the Dwelling Units in this Condominium, and their respective invitees. A damage deposit, together with a service/cleaning charge, will have to be paid, in advance, for each day/night of use or occupancy thereof, in accordance with the Rules passed by the Board from time to time in connection therewith.

ARTICLE IV

UNITS

OCCUPATION AND USE OF UNITS

4.01 General Use

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

- (a) No Unit shall be occupied or used by any Owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements), or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of this Declaration. In the event that the use made by any Owner (other than the Declarant) of his Unit results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for such increased portion of the insurance premiums so payable



by the Corporation (as a result of such Owner's use), and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions and such increased premium cost shall be added to the Owner's contribution towards the common expenses.

- (b) The Owner of each Unit shall comply with and shall require all residents, tenants, invitees and visitors to his Unit to comply with the Act, the Declaration, the By-laws and the Rules of the Condominium.
- (c) Except as otherwise expressly stated herein, no boundary wall, load-bearing partition wall, floor, door, window, toilet, bathtub, washbasin, sink, heating, air-conditioning, plumbing or electrical installation, with the exception of electric light fixtures 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 paragraph 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 the boundaries of such Owner's Unit as set out in this Declaration.
- (d) No animal, livestock, reptile, fowl or pet of any kind, other than one (1) per Dwelling Unit being one cat or one dog not exceeding 25lbs, tropical fish, or a caged bird (with the exception of pigeons), shall be kept or allowed in any Unit. No pet that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two weeks of receipt of a written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the Unit. Breeding of animals shall not be permitted.
- (e) Except as otherwise expressly stated herein, no awnings or shades shall be erected over and outside of the windows of any Unit or any Exclusive Use Common Element area without the prior written consent of the Board and no decorating or painting shall be done, effected, or caused to be done, to any outside area, exterior surface or exterior door without the prior written consent of the Board. No foil shall be placed on the windows without the prior written consent of the Board. The Board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the Board to maintain high and uniformly kept standards of architectural control and design within the Building.
- (f) No Owner shall revise or repair any fixture or item within a Unit that is directly connected to the Common Elements without utilizing the services of a duly licensed repairman to perform the type of work being revised or repaired. This restriction is intended to include work to any humidification equipment which may be added by the Owner to the heating, air conditioning and ventilation equipment serving the Unit, plumbing fixtures directly connected to the Building's watermains or drainage system including hoses, pipes and outlets for any washer and dryer, or electrical work that may affect common power lines.



4.02 Dwelling Units

- (a) Each Dwelling Unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the Building, and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the Units in the Condominium, from maintaining unsold Dwelling Units as models for display and sale purposes, and otherwise maintaining sale offices, displays and signs in or upon any unsold Dwelling Units or any portion of the Common Elements in the Declarant's absolute discretion, and the Declarant, its sales staff and their respective invitees and agents shall be entitled to use the Common Elements for access to and egress from the Building, including the model suites contained in the Building and to show the model suites and Common Elements to prospective purchasers until it has completed its sales program for the Condominium.
- (b) For the purposes of this subparagraph, "Vertical Party Wall" means a vertical wall constructed along the boundary between two (2) Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls or columns located within the Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with the prior written consent of the Board, which may attach any reasonable condition to its consent including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
  - (i) erect, remove or alter any internal walls or partitions within his Unit; or
  - (ii) where he is the Owner of two (2) or more adjoining Units, erect, remove or alter along all or part of those portions of the vertical boundaries of each such adjoining Unit shown in the Description as a line or plane, any Vertical Party Wall between his Unit and such adjoining Unit, or any soundproofing or insulating material on his Unit side of such Vertical Party Wall.
- (c) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph 4.02(b), the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (d) All work performed under subparagraph 4.02(b) will be carried out in accordance with:

- (i) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (ii) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
  - (iii) the drawings, specifications and data lodged with the Board as set out in subparagraph (4.02 (c)) above.
- (e) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph 4.02(b), the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certification, specifying in reasonable detail the reasons why such certification cannot be made.
- (f) Notwithstanding the removal of the whole or any portion of any demising or partition wall as aforesaid, the adjoining Units thereto shall still constitute two separate Units, as illustrated in the Description filed concurrently herewith, and all obligations of the Owner(s) of the said two adjoining Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

4.03 Parking Units

- (a) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Rules in force from time to time and without, restricting any wider definition of motor vehicle which may be imposed by the Board, "Motor Vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as customarily understood. The Owner of each Parking Unit shall maintain such Unit in a clean and sightly condition. The Corporation may make provision in its annual budget, however, for the cleaning and sweeping of the Parking Units, either in their totality or in groups of Parking Units, and this shall be a common expense.
- (b) No Unit Owner or occupant shall install, or cause or permit to be installed a garage door or enclosure of any kind upon or within a Parking Unit, nor shall any Unit Owner or occupant enclose or cause or permit to be enclosed, any Parking Unit or part thereof in any manner whatsoever, unless supplied in that manner by the Declarant for the said Parking Units or unless expressly approved by the Board.

4.04 Restrictions on Parking Units

- (a) Any or all of the Parking Units may at any time be sold, transferred, leased or otherwise conveyed either separately or in combination with other Units, provided that:
- (i) any such sale, transfer, assignment, gift or other conveyance of any Parking Unit is made only to the Declarant, the Corporation, or to any Owner of a Dwelling Unit in the Corporation, and provided that any such lease is made only to the Declarant, the



Corporation, or to any Owner or tenant of a Dwelling Unit in the Corporation;

- (ii) the term of any lease of any Parking Unit to a tenant of a Dwelling Unit in the Corporation shall not extend beyond the term of the tenancy of such Dwelling Unit granted to such tenant;
  - (iii) every lease in respect of a Parking Unit to an Owner of a Dwelling Unit in the Corporation shall provide that when any lessee is deprived of ownership of his Dwelling Unit through any legal action by any party holding a registered mortgage, execution, lien or other encumbrance against such Dwelling Unit, such lease shall be deemed to be in default, and shall automatically terminate and the Parking Unit which is subject to such lease shall revert to the lessor of such Parking Unit. Such lease shall also provide that upon a sale, transfer or other conveyance of such Owner's Dwelling Unit, such lease must be assigned to the new owner of such Dwelling Unit within 30 days or else it shall automatically revert in favour of the lessor of such Parking Unit. This provision shall not be construed, however, so as to require the lessor to accept any such assignment; and
  - (iv) the transferee, lessee or assignee delivers to the Corporation an agreement, in a form prescribed by the Corporation, covenanting that such person, and any others permitted by such person to use such Unit, shall comply with the Act, the Declaration, the By-Laws and the Rules including the provisions of this section.
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment, gift or other conveyance of any Parking Unit in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.

#### 4.05 Purchasers' Acknowledgments

##### (a) Heating and Cooling

Each Unit Owner shall be deemed to have acknowledged that in rooms or areas within the Dwelling Unit in which there are glass windows or glass doors which during certain times of the day result in strong or prolonged penetration of sunlight, cooling levels which are standard in other parts of the Dwelling Unit during times when no such strong or prolonged penetration of sunlight takes place, may not be achieved. No supplemental heating or cooling equipment will be provided for this purpose.

##### (b) Sound Transmission

Each Unit Owner and resident of the Condominium is hereby notified that despite the inclusion of noise control features within the Property area and within the Condominium and each Dwelling Unit, the sound levels from increasing traffic along Kipling Avenue and Steeles Avenue may affect the living environment of the residents of the Condominium (particularly those with outside terraces) and occasionally interfere with some activities of residents as the noise exposure levels may exceed the noise criteria of the Municipality and the Ministry of the Environment.

In particular, the Building has been fitted with central air conditioning in order that windows can be kept closed for noise control purposes.

#### ARTICLE V

##### DUTIES OF THE CORPORATION

###### 5.01 Duties

In addition to any other duties set out elsewhere in this Declaration, and specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) to cause heat, hydro and all other requisite utility services to be provided to the Recreational Facilities, so that same are fully functional and operable during normal or customary hours of use (as determined by the Board, from time to time); and
- (b) to take all reasonable steps to maintain and enforce the Corporation's lien arising pursuant to section 32(4) of the Act, against those Units in respect of which the Owners have defaulted in the payment of common expenses.

#### ARTICLE VI

##### MAINTENANCE AND REPAIRS

###### 6.01 Maintenance and Repair of the Units

- (a) Each Owner shall maintain his Unit (including any Parking Unit) and the Exclusive Use Common Elements allocated to his Unit and, subject to the provisions of the Declaration and Section 42 of the Act, each Owner of a Unit shall repair his Unit and the Exclusive Use Common Elements allocated to his Unit after damage, all at his own expense. Notwithstanding the aforesaid, each Owner shall not be responsible to repair that portion of the Unit that consists of a concrete partition wall, concrete floor slab or concrete ceiling slab, load-bearing columns, structural members or load bearing partitions provided that the necessity for such repair is not caused by the negligence or intentional misconduct of the Owner, his family, tenants, invitees or licencees. In addition, each Owner shall:
  - (i) maintain the interior surface of doors which provide the means of ingress to and egress from a Unit and the interior surfaces of windows and skylights, if any;
  - (ii) maintain and repair the hot and cold water service piping between the shut-off valve in the Common Elements and the Unit boundary.
  - (iii) except as otherwise stated herein, maintain and repair any humidification equipment which may be attached to the heating, air conditioning and ventilation equipment which serves his Unit, including the cleaning or replacement of air filters as directed by the Board;
  - (iv) maintain, repair and replace bathtub enclosures, tiles, shower pans, ceiling and exhaust fans and fan



motors located in the kitchen and bathroom areas of the Unit; and

- (v) maintain his balcony or terrace area in a clean and slightly condition.
- (b) Each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of the Owner to maintain and repair his Unit in accordance with the terms of this Declaration, save and except for any damages to the Common Elements and other Units for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.
- (c) Subject to the foregoing each Owner shall also maintain and repair any Exclusive Use Common Elements appurtenant to his Unit, and notwithstanding that they may be part of the Common Elements, exterior surfaces of windows and doors where access thereto is available from an Exclusive Use Common Element appurtenant to the Unit of such Owner.
- (d) The Corporation shall make any repairs that an Owner is obliged to make and that he does not make within a reasonable time after written notice is given to such Owner by the Corporation that he must do so. In such an event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twenty percent (20%) per annum, provided that the Board shall have the power and authority to vary the rate of interest so charged. The Corporation may upon five days written notice to an Owner collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

For the purpose of the duties to repair and maintain, the definition of Unit shall extend to all improvements made by the Declarant in accordance with its structural plans notwithstanding that some of such improvements may be made after registration of this Declaration.

#### **6.02 Maintenance and Repairs to Common Elements**

Save as otherwise specifically provided herein, the Corporation shall maintain and repair after damage the Common Elements, all at its own expense. Without limiting the generality of the foregoing and for greater clarity, the Corporation shall:

- (a) repair those portions of the Units consisting of a concrete block partition wall, concrete floor slab or concrete ceiling slab, provided that the necessity for such repair is not caused by the negligence or intentional misconduct of the Owner, its family, tenants, invitees or licensees;
- (b) maintain the garage ramp, lobby, mechanical rooms, elevators and common hallways;
- (c) maintain and repair all windows and doors which provide the means of ingress to and egress from a Dwelling Unit or to the Building;

- (d) maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls, notwithstanding that such equipment has been installed to serve the Dwelling Unit only, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidification equipment which shall be the responsibility of the Unit Owner. Each Unit Owner shall be liable for any damage to or for the malfunction of, any such equipment caused by his failure to carry out the periodic cleaning and replacement of air filters and humidifier equipment, or otherwise by the act or omission of the Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. The decision to replace any component associated with the heating, air conditioning and ventilation equipment shall be at the sole discretion of the Board or its managing agent; and
- (e) periodically clean the Parking Units within the parking garage provided, always, that each Owner shall be responsible for keeping his Parking Unit free and clear from all debris and objects other than his private passenger motor vehicle, and such Owner shall comply with any notice from the Board or its managing agent requiring the Owner, periodically, to remove his vehicle from the Parking Unit to facilitate garage sweeping and/or repairs to the parking garage.

#### ARTICLE VII

##### DAMAGE

###### 7.01 Procedure Where Damage Occurs

Where the Board, pursuant to section 42 of the Act, has determined that there has been substantial damage to 25% of the Condominium, a meeting of the Owners shall be called for the purpose of voting for termination.

In addition to the requirements of section 42 of the Act, which are imposed upon the Corporation when the Building has been damaged, the Corporation shall deliver, within thirty (30) days by registered mail to all Mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property and whether such damage is to twenty-five per cent (25%) of the Condominium or less, along with notice of the meeting to be held to determine whether or not to repair such damage.

###### 7.02 Plans and Specifications

A complete set of all the plans and specifications given to the Board by the Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the Common Elements, or to any Unit, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the Building, and for the use of any Owner.



ARTICLE VIII

LEASING OF UNITS

8.01 Notification of Lease

- (a) Where the Owner of any Unit leases his Unit, the Owner shall notify the Corporation that the Unit is leased and shall provide to the Corporation a statement from the proposed tenant (in the form prescribed by the Corporation) setting out the number and relationship to one another of the intended occupants of the Unit under the lease, whether or not the proposed tenant will lease a Parking Unit from the Owner or another Owner of a Parking Unit, the licence number of any motor vehicle intended to be parked in such a Parking Unit, the length of the term of the tenancy, the lessee's name, the Owner's address and such other reasonable information as may be set forth in the Rules and requested by the Corporation.
- (b) In addition, no Owner shall lease his Unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:
- "I/We.....(name of Tenants) acknowledge and agree that I/we, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration and the By-laws, and all Rules of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I/we were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act, or the Declaration."
- (c) The foregoing provisions shall not apply, however, to the Declarant leasing any Units in this Corporation.
- (d) Until the Corporation is in receipt of said statements duly completed and executed as aforesaid, the Corporation shall be under no obligation whatsoever to permit or provide access by any such proposed tenant to the Common Elements including any elevator designated for the moving of furniture and personal belongings into a Dwelling Unit.

8.02 Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the Owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, which includes interest and costs, in which case the tenant shall deduct from the rent otherwise payable to the Owner, an amount equal to the defaulted payment together with all outstanding interest accrued thereon, and the tenant shall pay same to the Corporation notwithstanding any term or provision of his lease to the contrary.

8.03 Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to his Unit, which obligations shall be joint and several with his tenant.

ARTICLE IX

INSURANCE

9.01 Insurance Maintained by the Corporation

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

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils, events as the Board may from time to time deem advisable, in respect of its obligation to repair, or in respect of the Unit Owners' interests in the Units and Common Elements, and in respect of the Unit Owners' obligation to repair any damage to:

- (i) the Common Elements;
- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the Units, except for any improvements or betterments made or acquired by the Unit Owners;

in an amount equal to the full replacement cost of such real and personal property and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against, as advised is prudent by the Corporation's insurance advisors or managing agent. Any loss deductible clause shall require the prior approval of first Mortgagees holding mortgages on at least 50% of the Units.

Every policy or policies 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 the insurance trust agreement (the "Insurance Trust Agreement"), and such policy or policies shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the insurance trustee (the "Insurance Trustee"), save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence or loss does not exceed TWENTY THOUSAND DOLLARS (\$20,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee subject to the provisions of the Insurance Trust Agreement;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and Owners, and any member of the household or guests of any Owner or occupant of a Unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (iii) 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, the Insurance Trustee, to any first Mortgagee who has charges on more than twenty-five (25%) per cent of the Units, and all other parties whose interests appear thereon;



- (iv) waivers of any defence based on co-insurance or on invalidity arising from the conduct or any act or omission of or breach of a statutory condition by any insured;
- (v) that such policy or policies of insurance shall be primary insurance in respect of any other insurance carried by the Unit Owners; and
- (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the Condominium by the Act is terminated.

(b) Public Liability and Property Damage Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements with limits to be determined by the Board, but not less than \$5,000,000.00, 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.

(c) Boiler Insurance

The Corporation shall obtain and maintain insurance against the Corporation's liability arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent the Board may from time to time deem advisable.

9.02 General Provisions

- (a) Prior to obtaining any policy or policies of insurance under paragraph 9.01 of this Article, or any renewal or replacement thereof, or at such other time as the Board may deem advisable, and also upon the request of the Mortgagee or Mortgagees holding mortgages on 50% or more of the Dwelling Units, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the Property for the purpose of determining the amount of insurance to be effected, 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 agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Unit.
- (c) The Mortgagee in every mortgage registered against the security of any Unit shall be deemed to have waived any contractual or statutory provision giving the Mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of this Declaration. This paragraph (c) shall be read without prejudice to the right of any Mortgagee to exercise the right of an Owner to vote or to consent, if the mortgage itself contains a provision giving the Mortgagee that right, and also to the right of any

Mortgagee to receive the proceeds of any insurance policy, if the Condominium is not repaired.

- (d) A certificate or memorandum of all insurance policies and endorsements thereon shall be issued as soon as possible to each Owner and to each Mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each Mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by 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 that he has become an Owner or Mortgagee.
- (e) No insured other than the Corporation, and the Corporation only with the consent of first Mortgagees holding mortgages on at least 50% of the Units, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration and the Act.

9.03 Indemnity Insurance

The Corporation shall, no later than the date of the turnover meeting held pursuant to section 26 of the Act, obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any liabilities incurred as a result of a contravention of subsection 24(1) of the Act.

9.04 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 it will be the responsibility of the Owner to obtain any other insurance, if deemed necessary or desirable by such Owner (at such Owner's sole cost and expense), including the following:

- (a) insurance on any additions or improvements or betterments made or acquired by the Owner with respect to his Unit, and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for loss of use and occupancy of his Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants and the Board and against the other Owners and any members of their household, except against any one or more of the above for any damage arising from vehicle impact, arson, fraud, vandalism and 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 covering additional living expenses incurred by an Owner if forced to leave his Unit by one of the hazards protected against under the Owner's personal policy; and



- (d) insurance covering special assessments levied against an Owner's Unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

9.05 Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to the Common Elements or to any Unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules in force from time to time by any Owner, his family, his employees, guests, tenants, invitees, licensees or occupants of his Unit. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and are recoverable as such.

ARTICLE X

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

10.01 Insurance Trustee

The Corporation shall enter into an Insurance Trust Agreement with an Insurance Trustee. The Insurance Trustee shall be a trust company registered under the Loan and Trust Corporation Act, or a chartered bank or such other firm as is qualified to act as an Insurance Trustee. The Insurance Trust Agreement shall, without limitation, provide the following:

- (a) that the Insurance Trustee shall receive any proceeds of insurance payable to the Corporation or others having interests in other components of the Condominium, where such proceeds exceed Twenty Thousand (\$20,000) Dollars;
- (b) such proceeds shall be held in trust for those entitled thereto pursuant to the provisions of the Act, and this Declaration;
- (c) such proceeds shall be disbursed in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the Insurance Trustee shall notify the Mortgagees of Units of any insurance money received by it.

In the event that the Corporation is unable to enter into such an agreement with such trust company, chartered bank or such other qualified firm, by reason of their refusal to act, the Corporation may enter into an agreement with any other party authorized to act as an Insurance 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 the Insurance Trustee and any and all of said fees and disbursements shall constitute part of the Common Expenses.

10.02 Operation of Insurance Trust Agreement

The Insurance Trust Agreement shall commence upon the date of registration of the Corporation, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new Board has not yet been elected by the Unit Owners at a meeting called

pursuant to section 26 of the Act (the "Turnover Meeting"), then such Insurance Trust Agreement shall be renewed for a further twelve (12) month period, upon written notice delivered by the Corporation to the Insurance Trustee requesting the renewal of the same. When a new Board has been elected at the Turnover Meeting, then the Insurance Trust Agreement shall terminate at the end of the twelfth month in which such Turnover Meeting was held, unless same is ratified by the new Board. If ratified as aforesaid, the Insurance Trust Agreement (or any renewal thereof) shall continue automatically on an annual basis until sixty (60) days after the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. If the Insurance Trust Agreement is not ratified as aforesaid, then the new Board shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another trust company, chartered bank or other firm qualified to act as an Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation.

10.03 Repair After Damage

In the event that:

- (a) the Corporation is obligated to repair any Unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs;
  - (b) there is no obligation by the Corporation to repair any Unit in accordance with the provisions of the Act and 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 Mortgagees or Mortgagees registered on title, and in satisfaction of the amount due under any notice of lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
  - (c) the Board, in accordance with the provisions of the Act, determines that:
    - (i) there has not been substantial damage to 25% of the Condominium; or
    - (ii) there has been substantial damage to the Condominium 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 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.

10.04 Nature of Repairs

- In the event that the Condominium is damaged and either (i) there has not been substantial damage to 25% of the Condominium or (ii) the Owners do not pursuant to the Act vote for termination, the Condominium and each Unit that suffers any damage shall be



rebuilt or repaired in accordance with the most recent plans and specifications in the possession of the Board.

ARTICLE XI

GENERAL MATTERS AND ADMINISTRATION

11.01 Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Exclusive Use Common Elements, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation and, without limitation, for the purposes of inspection, repairs, adjusting losses, correcting any condition which violates the provisions of any insurance policy or policies and remedying any condition which might result in damage to the Property, carrying out any duty imposed upon the Corporation, or carrying out any maintenance or repairs to any part of the Common Elements.
- (b) In an emergency, an agent of the Corporation may enter any Unit or any part of the Exclusive Use Common Elements at any time without notice, for the purpose of repairing the Unit, Common Elements or Exclusive Use Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. Each Owner shall provide the Corporation with an address and telephone number where he can be reached at such times of emergency or when such repairs to the Unit are required. The Corporation, or anyone authorized by it, may determine whether an emergency exists.
- (c) If an Owner, resident or tenant shall not be personally present to grant entry to such Unit or its Exclusive Use Common Elements, the Corporation, or its agents, may enter upon such Unit or Exclusive Use Common Elements, without being liable for any claim or cause of action for damages by reason thereof, provided that each of them exercises reasonable care.
- (d) The Corporation may require that it be furnished with a key to each lock to, and within, each Unit and its Exclusive Use Common Elements. No Owner shall change any lock or place any additional locks on the doors to, and within, any Unit and the Exclusive Use Common Elements without immediately providing to the Corporation a key for each new or changed lock.
- (e) The rights and authority hereby granted to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability for the care or supervision of any Unit or its Exclusive Use Common Elements except as specifically provided for in this Declaration or the By-laws.

11.02 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.

11.03      Units and Common Elements subject to  
Declaration, By-laws and Rules

All Owners, tenants and other occupants of Units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the By-laws and the Rules, including, in the case of a tenant who has received a notice under subsection 49(3) of the Act, those duties relating to common expenses.

The acceptance of a transfer, or the entering into occupancy of any Unit, shall constitute an agreement that the respective provisions of the Act, this Declaration, the By-laws and the Rules, as the same may be amended from time to time, are accepted and ratified by each Owner, tenant, or occupant, and all such provisions shall be deemed to be covenants running with the Unit and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed or transfer or lease or occupancy agreement, provided that in the case of a tenant, the obligations with respect to common expenses shall come into effect only if a notice under subsection 49(3) of the Act has been given.

11.04      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 portion had never been included herein.

11.05      Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-laws and the Rules, 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.

11.06      Notice

Except as hereinbefore set forth, any notice required or permitted may be given as follows:

- (a)      to an Owner, at the address for service given by the Owner to the Corporation, or if no such address has been given to the Corporation, then to such Owner at his Dwelling Unit by delivery or by prepaid ordinary mail;
- (b)      to a Mortgagee who has notified the Corporation of his interest in any Dwelling Unit, at the address for service given by such Mortgagee to the Corporation, by delivery, or by prepaid ordinary mail;
- (c)      to the Corporation, by delivery to any director or officer of the Corporation or by prepaid ordinary mail, addressed to the Corporation at its address for service as hereinbefore set out.

Notice given by mail as aforesaid shall be deemed to have been given on the third day following such mailing. Any Owner or Mortgagee may change his address for service by giving notice to the Corporation in the manner as aforesaid.



11.07 Resolution of Conflict of Provisions

In the event of a conflict between the provisions of the Act, the Declaration, the By-laws, and the Rules, the provisions of the Act shall govern; and, subject to the Act, the Declaration shall govern; and, subject to the Act and Declaration, the By-laws shall govern; and, subject to the Act, Declaration and the By-laws, the Rules shall govern.

11.08 Construction of Declaration

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

11.09 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. Any reference in this Declaration to a section or sections of the Act, shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at Toronto this 1<sup>st</sup> day of October, 1990.

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

CONSULATE II PROPERTIES INC.

Per: 

Authorized Signing Representative  
Gregory Marchant - President

SCHEDULE 'A'

In the City of Etobicoke, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of part of Lot 40 in Concession 'A', Fronting the Humber, of the Geographic Township of Etobicoke, designated Parts 1, 2, 3, 4, 5, 6 and 7 upon a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Plan 66R-15692.

SUBJECT TO a right-of-way and easement on, over, under and through part of the said Lot 40 designated Parts 1 and 3 on said Plan 66R-15692 for the benefit of part of Lot 40 designated Part 6 on a Plan of Survey deposited in the Land Registry Office for the Registry Division of Toronto Boroughs as Plan 64R-11093 for pedestrian and vehicular access and for the construction and maintenance of all utility services as described in Instrument TB378161.

SUBJECT TO a right-of-way and easement over part of the said Lot 40 designated Parts 1 and 3 on said Plan 66R-15692 for the benefit of parts of said Lot 40 designated Parts 3 and 8 on said Plan 64R-11093 for pedestrian and vehicular access and for the repair and maintenance of all utility services as described in Instrument TB380035.

SUBJECT TO the right in the nature of an easement or licence in favour of Markpal Holdings Limited for the benefit of all those parts of said Lot 40 within said Plan 64R-11093 still owned by Markpal Holdings Limited, its successors and assigns and their servants or agents to enter upon said part of Lot 40 designated Parts 1, 2, 3, 4, 5, 6 and 7 upon said Plan 66R-15692, for five years from December 29, 1986 in order to complete and correct the sodding and/or grading, the installation of catch basins, the completion, the installation, repair, construction and/or maintenance of public utility services as described in Instrument TB380035.

SUBJECT TO a right-of-way, together with the right, license, liberty, privilege and easement or right in the nature of an easement in favour of the City of Etobicoke on, over, under and through part of said Lot 40 designated Parts 3 and 4 on said Plan 66R-15692 for pedestrian and vehicular access and to allow for the construction, repair, and maintenance of a storm water system, as described in Instrument TB393556.

SUBJECT TO a temporary easement in favour of The Consumers Gas Company Ltd., its successors and assigns, for and during the term of 20 years from the 1st day of August, 1988, in, under and/or over part of the said Lot 40 designated Parts 1 and 3 on said Plan 66R-15692, for the transmission of natural or manufactured gas, as described in Instrument TB574588.

SUBJECT TO a temporary right-of-way in favour of The Consumers Gas Company Ltd., its successors, assigns, servants and agents over, along and upon part of the said Lot 40 designated Parts 2, 4, 5, 6 and 7 upon said Plan 66R-15692 for ingress and egress at any time and from time to time as described in Instrument TB574588.

SUBJECT TO an easement or right in the nature of an easement and right-of-way in common with the owners from time to time and others entitled thereto an uninterrupted right to enter upon, over and along that part of Lot 40, Concession A, Fronting the Humber designated as Parts 6 and 7 on Plan 66R-15692 as set out in C-640474.

TOGETHER WITH the right, license, liberty, privilege and easement or right in the nature of an easement on, over, under and through part of said Lot 40 designated Parts 8 and 9 upon said Plan 66R-15692, for the repair and maintenance of all utility services, as described in Instrument TB394750.

Being all of Parcel 40-2, Section E-19.

October 4, 1990  
88-35-327-0



SCHEDULE "B"

CONSENT OF MORTGAGEE

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

HONGKONG BANK OF CANADA, having a registered mortgage within the meaning of section 3(1)(b) of the Condominium Act, registered as Instrument Number TB585744 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), hereby consents to the registration of this Declaration pursuant to the Condominium Act, against the lands and interests appurtenant to the lands described in the description.

Dated at Toronto, this *10th* day of *Sept*, 1990.

HONGKONG BANK OF CANADA

Per:

*T. J. Francis*

TREVOR J. FRANCIS  
ASSISTANT VICE PRESIDENT

per

*J. S. Brydon*

J.S. BRYDON  
ASSISTANT VICE-PRESIDENT

We have the authority to bind the  
Corporation.

SCHEDULE 'C'

BOUNDARIES OF UNITS

Each unit shall comprise the area within the heavy lines shown on Part 1, sheet 1 and Part 2, sheets 1 to 4, inclusive, of the Description with respect to the unit numbers indicated thereon.

The monuments controlling the extent of the units are the physical surfaces referred to immediately below and are illustrated on Part 1, sheet 1 and Part 2, sheets 1 to 4, inclusive, of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each residential unit are as follows:

RESIDENTIAL UNITS

(being Units 1 and 2, inclusive, on Level 1; Units 1 to 12, inclusive, on Levels 2, 3, and 15; Units 1 to 12, inclusive, on Levels 4 to 14, inclusive)

Horizontal Boundaries

- (a) The upper surface of the unfinished concrete floor slab.
- (b) The lower surface of the concrete ceiling slab for Levels 2 to 14 inclusive.
- (c) The upper surface of the drywall sheathing in the suspended ceiling for Levels 1 and 15.

Vertical Boundaries

- (a) The backside surface of the drywall sheathing separating one unit from another such unit, or from the common elements.
- (b) The unfinished surface of the concrete column in the vicinity of the solarium.
- (c) In the vicinity of the heating/cooling equipment, the unit boundaries are the backside surface and production of the drywall sheathing surrounding the equipment.
- (d) The unit side surface of all exterior doors, door frames, windows and window frames, and all glass panels therein, the doors and windows being in a closed position.
- (e) In the vicinity of ducts, pipe spaces, and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and columns.

PARKING UNITS

(being Units 1 to 97, inclusive, on Level A; Units 1 to 98, inclusive, on Level B)

Horizontal Boundaries

- (a) The upper surface of the finished concrete garage floor slab.
- (b) The plane 1.90 metres above the upper surface of the finished concrete garage floor slab.
- (c) The lower surface of the concrete ceiling slab for units 69 and 70, Level B.



Vertical Boundaries

- (a) The unit side surface of the concrete or block masonry wall.
- (b) The face and plane of the concrete columns and production.
- (c) The plane through the centre line of concrete columns and production.
- (d) The vertical plane joining the centre line of the concrete columns to a point defined by horizontal measurement.
- (e) The vertical planes defined by horizontal measurements.

Notwithstanding the foregoing, no residential unit or parking unit shall include:

- (a) Any exterior window and window frames, door and door frames, leading out of the unit.
- (b) Any concrete floor slab, load-bearing columns, footings, structural member of load-bearing partitions contained within the unit.
- (c) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air-conditioning, security systems, including the security equipment or drainage which is located within the unit or units, and provides service to another such unit or units, but the unit shall include all fixtures, outlets or other facilities with respect to any such service or utility which is located within the boundaries of the unit and which serves the unit only

  
W.D. Buck  
Ontario Land Surveyor

October 3, 1989  
88-35-327-0

SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
1	1	0.5895
2	1	0.5951
1	2	0.4758
2	2	0.5910
3	2	0.5982
4	2	0.5952
5	2	0.5952
6	2	0.5896
7	2	0.5904
8	2	0.5752
9	2	0.5896
10	2	0.5952
11	2	0.5950
12	2	0.5982
1	3	0.4758
2	3	0.5910
3	3	0.5982
4	3	0.5952
5	3	0.5952
6	3	0.5896
7	3	0.5904
8	3	0.5752
9	3	0.5896
10	3	0.5952
11	3	0.5950
12	3	0.5982
1	4	0.4758
2	4	0.5910
3	4	0.5982
4	4	0.5952
5	4	0.5952
6	4	0.5896
7	4	0.5904
8	4	0.5752
9	4	0.5896
10	4	0.5952
11	4	0.5950
12	4	0.5982
1	5	0.4758
2	5	0.5910
3	5	0.5982
4	5	0.5952
5	5	0.5952
6	5	0.5896
7	5	0.5904
8	5	0.5752
9	5	0.5896
10	5	0.5952
11	5	0.5950
12	5	0.5982



SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
1	6	0.4758
2	6	0.5910
3	6	0.5982
4	6	0.5952
5	6	0.5952
6	6	0.5896
7	6	0.5904
8	6	0.5752
9	6	0.5896
10	6	0.5952
11	6	0.5950
12	6	0.5982
1	7	0.4758
2	7	0.5910
3	7	0.5982
4	7	0.5952
5	7	0.5952
6	7	0.5896
7	7	0.5904
8	7	0.5752
9	7	0.5896
10	7	0.5952
11	7	0.5950
12	7	0.5982
1	8	0.4758
2	8	0.5910
3	8	0.5982
4	8	0.5952
5	8	0.5952
6	8	0.5896
7	8	0.5904
8	8	0.5752
9	8	0.5896
10	8	0.5952
11	8	0.5950
12	8	0.5982
1	9	0.4758
2	9	0.5910
3	9	0.5982
4	9	0.5952
5	9	0.5952
6	9	0.5896
7	9	0.5904
8	9	0.5752
9	9	0.5896
10	9	0.5952
11	9	0.5950
12	9	0.5982

SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
1	10	0.4758
2	10	0.5910
3	10	0.5982
4	10	0.5952
5	10	0.5952
6	10	0.5896
7	10	0.5904
8	10	0.5752
9	10	0.5896
10	10	0.5952
11	10	0.5950
12	10	0.5982
1	11	0.4758
2	11	0.5910
3	11	0.5982
4	11	0.5952
5	11	0.5952
6	11	0.5896
7	11	0.5904
8	11	0.5752
9	11	0.5896
10	11	0.5952
11	11	0.5950
12	11	0.5982
1	12	0.4758
2	12	0.5910
3	12	0.5982
4	12	0.5952
5	12	0.5952
6	12	0.5896
7	12	0.5904
8	12	0.5752
9	12	0.5896
10	12	0.5952
11	12	0.5950
12	12	0.5982
1	13	0.4758
2	13	0.5910
3	13	0.5982
4	13	0.5952
5	13	0.5952
6	13	0.5896
7	13	0.5904
8	13	0.5752
9	13	0.5896
10	13	0.5952
11	13	0.5950
12	13	0.5982



SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
34	A	0.0050
35	A	0.0050
36	A	0.0050
37	A	0.0050
38	A	0.0050
39	A	0.0050
40	A	0.0050
41	A	0.0050
42	A	0.0050
43	A	0.0050
44	A	0.0050
45	A	0.0050
46	A	0.0050
47	A	0.0050
48	A	0.0050
49	A	0.0050
50	A	0.0050
51	A	0.0050
52	A	0.0050
53	A	0.0050
54	A	0.0050
55	A	0.0050
56	A	0.0050
57	A	0.0050
58	A	0.0050
59	A	0.0050
60	A	0.0050
61	A	0.0050
62	A	0.0050
63	A	0.0050
64	A	0.0050
65	A	0.0050
66	A	0.0050
67	A	0.0050
68	A	0.0050
69	A	0.0050
70	A	0.0050
71	A	0.0050
72	A	0.0050
73	A	0.0050
74	A	0.0050
75	A	0.0050
76	A	0.0050
77	A	0.0050
78	A	0.0050
79	A	0.0050
80	A	0.0050
81	A	0.0050
82	A	0.0050
83	A	0.0050
84	A	0.0050
85	A	0.0050
86	A	0.0050
87	A	0.0050
88	A	0.0050
89	A	0.0050
90	A	0.0050
91	A	0.0050
92	A	0.0050
93	A	0.0050

SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
1	14	0.4758
2	14	0.5910
3	14	0.5982
4	14	0.5952
5	14	0.5952
6	14	0.5896
7	14	0.5904
8	14	0.5752
9	14	0.5896
10	14	0.5952
11	14	0.5950
12	14	0.5982
1	15	0.4758
2	15	0.5910
3	15	0.5982
4	15	0.5952
5	15	0.5952
6	15	0.5896
7	15	0.5904
8	15	0.5752
9	15	0.5896
10	15	0.5952
11	15	0.5950
12	15	0.5982
1	A	0.0050
2	A	0.0050
3	A	0.0050
4	A	0.0050
5	A	0.0050
6	A	0.0050
7	A	0.0050
8	A	0.0050
9	A	0.0050
10	A	0.0050
11	A	0.0050
12	A	0.0050
13	A	0.0050
14	A	0.0050
15	A	0.0050
16	A	0.0050
17	A	0.0050
18	A	0.0050
19	A	0.0050
20	A	0.0050
21	A	0.0050
22	A	0.0050
23	A	0.0050
24	A	0.0050
25	A	0.0050
26	A	0.0050
27	A	0.0050
28	A	0.0050
29	A	0.0050
30	A	0.0050
31	A	0.0050
32	A	0.0050
33	A	0.0050



## SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
94	A	0.0050
95	A	0.0050
96	A	0.0050
97	A	0.0050
1	B	0.0050
2	B	0.0050
3	B	0.0050
4	B	0.0050
5	B	0.0050
6	B	0.0050
7	B	0.0050
8	B	0.0050
9	B	0.0050
10	B	0.0050
11	B	0.0050
12	B	0.0050
13	B	0.0050
14	B	0.0050
15	B	0.0050
16	B	0.0050
17	B	0.0050
18	B	0.0050
19	B	0.0050
20	B	0.0050
21	B	0.0050
22	B	0.0050
23	B	0.0050
24	B	0.0050
25	B	0.0050
26	B	0.0050
27	B	0.0050
28	B	0.0050
29	B	0.0050
30	B	0.0050
31	B	0.0050
32	B	0.0050
33	B	0.0050
34	B	0.0050
35	B	0.0050
36	B	0.0050
37	B	0.0050
38	B	0.0050
39	B	0.0050
40	B	0.0050
41	B	0.0050
42	B	0.0050
43	B	0.0050
44	B	0.0050
45	B	0.0050
46	B	0.0050
47	B	0.0050
48	B	0.0050
49	B	0.0050
50	B	0.0050
51	B	0.0050
52	B	0.0050
53	B	0.0050
54	B	0.0050
55	B	0.0050
56	B	0.0050

- 34 -  
SCHEDULE 'D'

PERCENTAGE OWNERSHIP OF COMMON INTERESTS  
AND COMMON EXPENSE CONTRIBUTION

<u>Unit</u>	<u>Level</u>	<u>Percentage</u>
57	B	0.0050
58	B	0.0050
59	B	0.0050
60	B	0.0050
61	B	0.0050
62	B	0.0050
63	B	0.0050
64	B	0.0050
65	B	0.0050
66	B	0.0050
67	B	0.0050
68	B	0.0050
69	B	0.0050
70	B	0.0050
71	B	0.0050
72	B	0.0050
73	B	0.0050
74	B	0.0050
75	B	0.0050
76	B	0.0050
77	B	0.0050
78	B	0.0050
79	B	0.0050
80	B	0.0050
81	B	0.0050
82	B	0.0050
83	B	0.0050
84	B	0.0050
85	B	0.0050
86	B	0.0050
87	B	0.0050
88	B	0.0050
89	B	0.0050
90	B	0.0050
91	B	0.0050
92	B	0.0050
93	B	0.0050
94	B	0.0050
95	B	0.0050
96	B	0.0050
97	B	0.0050
98	B	<u>0.0050</u>

TOTAL

100.0000

October 2, 1990

88-35-327-0

Percentage certified to be 100%

FARMER, GREEN

Per:

  
Shawn Marr



SCHEDULE "E"  
COMMON EXPENSES

Common expenses shall include the following:

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-Laws or Rules of the Corporation;
- (b) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the Declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the Common Elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected;
- (c) All sums of money payable for utilities and services serving the Units and Common Elements, including, without limiting the generality of the foregoing, monies payable on account of:
  - (i) gas and electricity (unless separately metered for each unit);
  - (ii) hydro and fuel (unless separately metered for each unit);
  - (iii) water (unless separately metered for each unit);
  - (iv) waste disposal;
  - (v) maintenance materials, tools and supplies;
  - (vi) snow removal and landscaping (including charges for chemicals, salt and sand);
  - (vii) air-conditioning and heating system maintenance;
  - (viii) elevator maintenance, licences and inspections; and
  - (ix) maintenance and repair of enterphone security system.
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements;
- (e) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation, protection and maintenance of the Property (including security personnel and other personnel employed in the operation of the Recreational Facilities);
- (f) 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;
- (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained

by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

- (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of the Common Elements and assets of the Corporation, in accordance with the Act and this Declaration;
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation;
- (j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual Units);
- (k) The fees and disbursements of the Insurance Trustee;
- (l) All expenses incurred by the Corporation in enforcing any of the By-Laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents, employees, licensees or invitees;
- (m) The cost of furniture and equipment for use in and about the Common Elements including the repair, maintenance, operation or replacement thereof;
- (n) All sums of money paid or payable by the Corporation pursuant to the provisions of subsections 38(4) and (5) of the Act, as amended;
- (o) The cost of borrowing money for the purposes of carrying out the objects and duties of the Corporation and the repayment thereof, including principal and interest;
- (p) The cost of insurance appraisals;
- (q) The fees and disbursements of the Insurance Trustee;
- (r) All sums of money paid or payable by the Corporation for maintaining and/or repairing any portion of the common internal roadway, and the outdoor pedestrian walkway;
- (s) The cost of cleaning Parking Units;
- (t) All sums of money paid or payable by the Corporation for the maintenance, operating and improvement costs related to or pertaining to the Recreational Facilities which shall include, without limitation, the cost of the following items:
  - (i) the provision of heat, hydro, water and all other utility services to the Recreational Facilities; and
  - (ii) the provision of all recreation programs and staff associated with the running and safe operation of the Recreational Facilities;
- (u) All expenses incurred by the Corporation in enforcing any of the By-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents, licensees or invitees.

- (v) The costs of repair and maintenance which it is the duty of the Corporation to undertake including:
  - (i) maintenance of landscaping, walks and paving, snow removal and litter collection except within limited common elements; and
  - (ii) maintenance of interior and exterior portions of buildings comprising Common Elements except where the annexed Declaration provides for the owner of a unit to repair and maintain the same;
- (w) Fee, if any, payable to the Bureau established under the Condominium Act, R.S.O. 1980, as amended.



- 30 -  
SCHEDULE 'F'

EXCLUSIVE USE COMMON ELEMENTS

SUBJECT TO the provisions of the Act, the Declaration, the By-Laws and the Rules passed pursuant thereto:

1. (a) The owner of each of residential Units 1 to 12 inclusive on Levels 2, 3 and 15, shall have the exclusive use of a balcony to which such unit has sole and direct access.

January 15, 1990  
88-35-327-0

*Farano, Green*  
BARRISTERS & SOLICITORS

RONALD J. FARANO, O.C.  
CLIFFORD S. GOLDFARB  
VICTORIA M. F. STUART  
WILLIAM S. BERNSTEIN  
GREGORY P. FARANO  
RICHARD S. HOWARD  
PAUL C. BIGIONI

DAVID M. SAMUEL, O.C.  
EDMUND L. GLINERT  
BRIAN D. WYNN  
STANLEY W. L. FREEDMAN  
A. SHAWN MARR  
JACK FRYMER

COUNSEL:  
WARREN S. GREEN

L. DAVID ROEBUCK

SUITE 1100  
22 ST. CLAIR AVENUE EAST  
TORONTO, ONTARIO  
M4T 2Z8

TELEPHONE (416) 961-2344  
FACSIMILE (416) 961-0585

ALSO OF THE ALBERTA BAR

October 12, 1990

Ministry of Consumer and  
Commercial Relations  
393 University Avenue  
4th Floor  
Toronto, Ontario  
M5G 1E6

Dear Sirs:

Re: Condominium Declaration by Consulate II Properties Inc.  
Your File: X-4604

With respect to the above-noted condominium, we wish to advise that the name and address of the builder is Marchant Building Corporation, 55 University Avenue, Suite 610, Toronto, Ontario, M5J 2H7. The municipal address of the condominium is 21 Markbrook Lane, Etobicoke, Ontario and the trading name of the condominium is "Consulate II". We trust that this is the information you require.

Yours very truly,

FARANO, GREEN

Per:   
Shawn Marr

ASM/ld

THE LAND TITLES ACT

D217005

CONDOMINIUM

90 10 15 12 11

DECLARATION

LAND REGISTRATION/REGISTRATION

METROPOLITAN TORONTO CONDOMINIUM  
PLAN No. 922

LAND REGISTRATION/REGISTRATION

90 10 15 12 11

130C190 PB 5145 12:10  
#5145 FEE 5475.00  
AMT DUE 5475.00  
CASH 5475.00

NO DUPLICATE

365 UNITS

FEES: \$5475.00

PAGE 39 OF 39 PAGES

Page 39

of Jarvis Street  
23 St Clair Ave E  
Toronto Ont  
Stewart House  
Phone 961 2344



<p style="text-align: center; font-size: 1.2em;">D 2 2 5 8 9 0</p> <p style="text-align: center; font-size: 1.2em;">0 1 2 4 1 1 4 9</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 15 pages</p>	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document</p> <p style="text-align: center;">BY-LAW NO. 1 (CONDOMINIUM ACT, SECTION 28)</p>	
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description</p> <p>All the units and common elements comprising Metropolitan Toronto Condominium Plan No. 922, City of Etobicoke, Municipality of Metropolitan Toronto, Land Titles Division of Metropolitan Toronto</p>	
	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

See Schedule for By-law and Certificate.

9) This Document relates to instrument number(s) Continued on Schedule ☒

<p>10) Party(ies) (Set out Status or Interest)</p> <p>Name(s)</p> <p>METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 922</p>	<p>Signature(s)</p> <p>Per: <i>[Signature]</i> President - Jim Samuel</p> <p>Per: <i>[Signature]</i> Secretary John Goldspink</p>	<p>Date of Signature</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>1990</td> <td>11</td> <td>06</td> </tr> <tr> <td>1990</td> <td>11</td> <td>06</td> </tr> </table>	Y	M	D	1990	11	06	1990	11	06
Y	M	D									
1990	11	06									
1990	11	06									

11) Address for Service

<p>12) Party(ies) (Set out Status or Interest)</p> <p>Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Y	M	D			
Y	M	D						

13) Address for Service

<p>14) Municipal Address of Property</p> <p>21 Markbrook Lane Etobicoke, Ontario</p>	<p>15) Document Prepared by:</p> <p>FARANO, GREEN ATTN: PAUL BIGIONI Suite #1100 22 St. Clair Avenue East Toronto, Ontario M4T 2Z6</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														