

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, R.S.O. 1980, Chapter 84 as amended from time to time, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

DAN-CAM DEVELOPMENTS LTD.

(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 (the "description").

AND WHEREAS the Declarant has constructed buildings upon the said lands containing seventy (70) residential dwelling units and eighty (80) parking 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 HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

SECTION I - Definitions

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

- (a) Common Elements means all the property, except the units.
- (b) Common Interest means the interest in the common elements appurtenant to a unit.
- (c) Owner means the owner or owners of the feehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
- (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements.
- (e) Unit means a part or parts of the land 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 land within this 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 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.

- (f) Rules means rules passed by the board of directors (the "board") of the Corporation and becoming effective pursuant to Section 29 of the Act.

SECTION II - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description and the interests appurtenant to the said lands (the "lands") be governed by the Act.

SECTION III - Consent of Encumbrances

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

SECTION IV - Boundaries of Units and Monuments

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

SECTION V - Common Interest and Common Expenses Allocation

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 interest shall be one hundred (100%) per cent.

SECTION VI - Exclusive Use Common Elements

Subject to the provisions of the Act and the Declaration, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "E" attached hereto.

SECTION VII - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

90 Eglinton Avenue West,
Suite 600,
Toronto, Ontario
M4R 2E7

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

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION VIII - Meaning of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation, and any other costs and expenses designated as common expenses in this Declaration, and without limiting the generality of the foregoing, shall include those expenses, costs and sum of money set forth in Schedule "E" attached hereto.

SECTION IX - 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 of the Corporation.

SECTION X - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) 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.

SECTION XI - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statement and information in accordance with section 32(8) of the Act, and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant, without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit and which for the purposes of the Act shall be deemed to be furnished at the prospective purchaser's or mortgagee's request.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION XII - General Use

- (a) Each owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, including the exclusive use portions of the common elements designated to his unit in Schedule "P", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners of the common elements and the other units.
- (b) No owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements without obtaining the written approval of the Corporation in accordance with the Act.

SECTION XIII - Restricted 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 a utilities area, building maintenance or storage area, an area for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. This Section shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours' notice to the Corporation's agent.

SECTION XIV - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of owners who own eighty (80%) per cent of the units, make any substantial addition, alteration or improvements to or renovation of

the common elements, or may make any substantial change in the assets of the Corporation.

- (b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.
- (c) For the purposes of this Section, 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.
- (d) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building situate on the property, 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 shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the buildings and/or the use of any owner or mortgagee.

PART FOUR - OCCUPATION AND USE OF UNITS

SECTION XV - General Use

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

- (a) Each of the dwelling units, shall be occupied and used only as private single family residences, and for no other purpose, as permitted from time to time by the zoning and restricted area by-laws of the City of Toronto, and in accordance with the terms of the Declaration and by-laws of the Condominium Corporation, and for no other purpose; 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 in certain units and on the common elements for the purpose of promoting sales of units of this condominium project until all of the units have been sold.
- (b) Each parking unit shall be used and occupied only for the parking of motor vehicles, and without restricting any wider definition of the word "motor vehicle" as may be imposed by the board of directors, the term "motor vehicle" shall be deemed to include a private passenger automobile, station wagon, compact van and motorcycle as customarily understood. No motor vehicle which contains a natural gas or propane propulsion system shall be parked or placed on any parking unit. No motor vehicle parked upon any parking unit shall exceed a height of 1.85 metres. 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 for the cleaning of the parking units.
- (c) No unit shall be occupied or used by any one in such a manner as to result in the cancellation or threat of

cancellation of any policy of insurance referred to in the Declaration.

- (d) The owner of each unit shall comply with and shall require all residents, tenants, invitees and licensees of his unit to comply with the Act, the Declaration, the by-laws and the rules.
- (e) No owner shall make any structural change or alteration to the exterior of his unit, without the consent of the board which may impose any reasonable condition on the owner before consenting to such change or alteration or may in its discretion withhold its consent.

PART FIVE - LEASING OF UNITS

SECTION XVI - Notification of Lease

(a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.

(b) In addition, no owner shall lease his unit unless he delivers to the Corporation an agreement signed by the tenant, to the following effect:

"I acknowledge and agree that my employees and my guests and invitees 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 and regulations 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 were a unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

(c) Leases for units shall not be for less than one year in duration.

SECTION XVII - 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, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

SECTION XVIII - Owner's Liability

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

PART SIX - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION XIX - Maintenance and Repairs to Unit

- (a) Each owner shall maintain his dwelling unit, and, subject to the provisions of the Declaration, each owner shall repair his dwelling unit after damage, all at his own expense.
- (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 such owner to so maintain and repair his unit, save and except for any such

damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

- (c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The 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 costs shall bear interest at the rate of eighteen (18%) per cent per annum until paid by the owner. The Corporation may collect such costs 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, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the buildings have been damaged, the Corporation shall deliver, 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, along with notice of the meeting to be held to determine whether or not to repair such damage.

SECTION XX - Maintenance and Repairs to Common Elements

- (a) The Corporation shall maintain and repair after damage the common elements.
- (b) Every owner from time to time shall forthwith reimburse the Corporation for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (c) The Corporation shall have the right of access to the units for the purpose of inspecting, repairing and maintaining the common elements, the utilities and the servicing of the utilities whether or not such utilities are located within the common elements.
- (d) Each owner enjoying exclusive use of any portion of the common elements, the exclusive use of which has been allocated to such unit owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

PART SEVEN - INSURANCE

SECTION XXI - Insurance Maintained by the Corporation

(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 or events as the board may from time to time deem advisable, in respect of its obligation to repair and in respect of the unit owners' interest in the units and common elements, and 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 units 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.

(b) Public Liability Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of machinery and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the insurance trust agreement, and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed ten thousand (\$10,000.00) dollars the proceeds of such loss shall be payable to the Corporation and not to the insurance trustee;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the owners and any resident, tenant, invitee or licensee of a unit, except for damage arising out of arson and fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee;

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



- (a) Prior to obtaining any policy or policies of insurance under this Part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, 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 pursuant thereto, and the costs of such appraisals shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.
- (b) The Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. 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 such a provision.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee no later than ten (10) 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.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.

SECTION XXIII - Indemnity Insurance

The Corporation may at the discretion of the board, obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by

them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of section 24(1) of the Act.

SECTION XXIV - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner of his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within this 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 this 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 against the other owners and any tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any owner or any tenant, invitee or licensee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation and arising from such owner's ownership and/or use.

SECTION XXV - 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 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 and further resulting from a contravention by such owner or by his tenants, invitees or licensees of any municipal, zoning or building by-law and regulations and of any rules of the Corporation (including legal costs incurred by the Corporation as between a solicitor and his client). All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such; such owner being responsible for 100% of such payment.

SECTION XXVI - Insurance Trust Agreement

The Corporation shall enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair in accordance with the provisions of the Act. Notwithstanding the foregoing, where insurance proceeds payable on any one loss, are less than ten thousand (\$10,000.00) dollars, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the insurance trustee upon the trustee's direction.

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of

registrations of the Declaration unless ratified with such twelve (12) month period by the board of directors elected at a time when the Declarant ceased to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement with another trust company or chartered bank, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically from year to year until such time as the Corporation delivers written notice to the Insurance trustee of its desire to terminate the Agreement.

PART EIGHT - GENERAL MATTERS

SECTION XXVII - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives of 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, for the purposes of making inspections, adjustment losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property or carrying out any duty imposed upon the Corporation.
- (b) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any unit at all reasonable times and upon giving reasonable notice to install, maintain, repair or inspect any metering devices, installation of equipment necessary for the providing or monitoring of utilities or services to the other units or the common elements. In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or 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 or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or damages by reason thereof, provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the Declaration or the by-laws.

SECTION XXVIII - 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 or enforceability of the remainder of this Declaration.

SECTION XXIX - Waiver

The failure to take action to enforce any provision contained in the Act, the Declaration, the by-laws or the 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.

SECTION XXX - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- (a) To an owner, by giving same to him or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit.
- (b) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- (c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

If such notice is mailed as aforesaid the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

SECTION XXXI - Construction of Declaration

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

SECTION XXXII - Headings

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

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 3rd day of ~~March~~, 1981.

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

DAN-CAN DEVELOPMENTS LTD.

Per:  c/s
Robert Daniel, A.S.O.
President

SCHEDULE 'A'

In the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of part of Block B upon a Plan registered in the Land Registry Office for the Registry Division of Toronto (No. 63) as Plan 1100, designated Part 10 upon a Plan of Survey of Record deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Plan 66R-15016.

TOGETHER WITH a right-of-way over Parts 12 and 13 on said Reference Plan 66R-15016 for the purposes of pedestrian and vehicular access over and along the surface of the said Parts 12 and 13, at any time or times, save and except that if the said Parts 12 or 13 or some portion thereof is opened as a public highway, then the right-of-way shall be null and void and of no further effect whatsoever over such portion of the said Parts 12 and 13 as is so opened, as more particularly set out in C-390905.

BEING part of Parcel Block A-1, Section A-1100.

September 25, 1969
E7-35-072-0
PHII

61 7

SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE D
OF SUBSECTION 1 OF SECTION 3 OF THE ACT

National Bank of Canada, having a registered charge within the meaning of clause b of subsection 1 of section 3 of the Condominium Act registered as instrument no. C-420115 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto hereby consent to the registration of this declaration pursuant to the Condominium Act against the land or interest appertenant to the land described in the description.

DATED at Toronto this 14th day of August, 1989.

NATIONAL BANK OF CANADA

Per: 
Print Name: DAVID EDWARDS
Print Title: MANAGER

Per: 
Print Name:
Print Title:

PETER J BRENNAN SENIOR MANAGER
NORTH AMERICAN CORP. OF REAL ESTATE

SM4491

We have the authority to
bind the Corporation.

SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE b
OF SUBSECTION 1 OF SECTION 3 OF THE ACT

The Mortgage Insurance Company of Canada, having a registered Charge within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act registered as Number C-441029, in the Land Registry Office for the Land Titles Division of (No. 43), hereby consent 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 *Toronto*
1989.

this *11th* day of *August* 1989.

THE MORTGAGE INSURANCE COMPANY
OF CANADA

Per: *[Signature]* A.S.O.
Per: *[Signature]* A.S.O.

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SCHEDULE 'C'

Each residential unit and parking unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1, and Part 2, Sheets 1 and 2 of the Description with respect to the unit numbers indicated thereon.

The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and Part 2, Sheets 1 and 2 of the Description.

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

1. BOUNDARIES OF RESIDENTIAL UNITS (being Units 1 to 35, inclusive, on Level 1 and Level 2)

Horizontal Boundaries:

- (a) The upper surface of the unfinished concrete floor slab for the first storey of Units 1 to 25, inclusive, on Level 1.
- (b) The upper surface of the unfinished cellular concrete floor slab for the first storey of Units 1 to 35, inclusive, on Level 2.
- (c) The upper or backside surface of drywall sheathing forming the ceiling in the uppermost storey for each unit.
- (d) The upper surface of the unfinished plywood floor and the unit side surface of the unfinished wood stairs in the first storey entry for Units 1 to 5, inclusive, 7 to 10, inclusive, 12 to 18, inclusive, 20 to 25, inclusive, and 27 to 35 on Level 2.

Vertical Boundaries:

- (a) The backside surface of the drywall sheathing of walls separating one unit from another unit, or from the common elements.
- (b) The unfinished unit side surface of all exterior doors, door frames, windows and window frames and glass panels therein, the doors and windows being in a closed position.
- (c) In the vicinity of flues, the unit boundaries are the backside surface of the drywall sheathing enclosing the flues.

In the vicinity of fireplaces, the unit boundaries shall be the unit side surface of the metal firebox, the lower surface of the metal damper while in a closed position, the unit side surface of the wood mantel, the upper surface of the unfinished wood floor beneath the fireplace in the second storey for Units 1 to 15, inclusive (except Units 8, 11, 13 and 26), on Level 1.

1. BOUNDARIES OF PARKING UNITS (being Units 1 to 60, inclusive, on Level A)

Horizontal Boundaries:

- (a) The upper surface of the unfinished concrete floor slab.

- (b) The plane 1.83 metres above the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.

Vertical Boundaries:

- (a) The unit side surfaces of the concrete block wall and upward projection thereof.
- (b) The vertical plane through the centre line of concrete columns and projection thereof.
- (c) The unit side surface of the poured concrete foundation wall.
- (d) The vertical plane fixed by the unit side face of the concrete walkway curb and projection upwards.
- (e) The vertical plane fixed by the centre line of the concrete column and the horizontal measurement from one of the above-mentioned monuments.

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

- (a) Any exterior window and window frame, door and door frame or glass panels therein, leading out of the unit.
- (b) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air-conditioning, security systems or drainage which is contained within the unit and provides such service or utility to another unit or units, or to the common element, but the unit shall include all fixtures, outlets, or other facilities with respect to any such service or utility which is located within the boundary of the unit and which serves the unit only.


W.D. BUCK
Ontario Land Surveyor

July 31, 1989
A7-35-072-0/V2
PHX

SCHEDULE "D"

Percentage proportions of common interest and common expenses expressed in percentages.

<u>LEVEL</u>	<u>UNIT</u>	<u>PROPORTION %</u>	<u>LEVEL</u>	<u>UNIT</u>	<u>PROPORTION %</u>
1	1	1.276%	2	1	1.276%
1	2	1.276%	2	2	1.276%
1	3	1.276%	2	3	1.276%
1	4	1.276%	2	4	1.276%
1	5	1.276%	2	5	1.276%
1	6	1.020%	2	6	1.530%
1	7	1.276%	2	7	1.276%
1	8	1.276%	2	8	1.276%
1	9	1.276%	2	9	1.276%
1	10	1.276%	2	10	1.276%
1	11	1.020%	2	11	1.530%
1	12	1.276%	2	12	1.276%
1	13	1.276%	2	13	1.276%
1	14	1.518%	2	14	1.518%
1	15	1.276%	2	15	1.276%
1	16	1.276%	2	16	1.276%
1	17	1.276%	2	17	1.276%
1	18	1.276%	2	18	1.276%
1	19	1.020%	2	19	1.530%
1	20	1.276%	2	20	1.276%
1	21	1.276%	2	21	1.276%
1	22	1.276%	2	22	1.276%
1	23	1.276%	2	23	1.276%
1	24	1.276%	2	24	1.276%
1	25	1.276%	2	25	1.276%
1	26	1.020%	2	26	1.530%
1	27	1.276%	2	27	1.276%
1	28	1.276%	2	28	1.276%
1	29	1.276%	2	29	1.276%
1	30	1.276%	2	30	1.276%
1	31	1.276%	2	31	1.276%
1	32	1.276%	2	32	1.276%
1	33	1.276%	2	33	1.276%
1	34	1.276%	2	34	1.276%
1	35	1.276%	2	35	1.276%

Residential Percentage
Park Units Percentage
80 Parking Units @ 0.1275% each

A

89.800%
10.200%

TOTAL 100 %

BRATTY AND PARTNERS

Per: 
BRIAN B. FINER

COMMON EXPENSES

- (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 obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:
- electricity;
 - water;
 - waste disposal;
 - fuel;
 - maintenance materials, tools and supplies.
- (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) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- (f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (g) 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 common elements and assets of the Corporation.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement or renovation of the common elements or assets of the Corporation.
- (i) 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.
- (j) The fee and disbursements of the insurance trustee.
- (k) The cost of any borrowing of money to carry out the objects and duties of the Corporation.
- (l) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws of the Corporation, if any.

SCHEDULE 'F'

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

1. (a) The owner of each residential unit on Level 1, Units 1 to 38, inclusive, shall have the exclusive use of a patio as illustrated on Part 3, sheet 1 of the Description, said exclusive use portion designated by the affix 'P', followed by the same number as that of the unit.
 - (b) The owner of each residential unit, Units 1 to 5, inclusive, Units 7 to 10, inclusive, Units 12 to 16, inclusive, Units 20 to 25, inclusive, and Units 27 to 35, inclusive, on Level 1 shall have the exclusive use of a rear balcony as illustrated on Part 3, sheet 1 of the Description, said exclusive use portion designated by the affix 'B', followed by the same number as that of the unit.
 - (c) The owner of residential Units 6, 11, 19 and 26 on Level 1 shall have the exclusive use of a rear balcony as illustrated on Part 3, sheet 1 of the Description, said exclusive use portion designated by affix 'B' followed by the same number, that of the unit.
 - (d) The owner of each residential unit, Units 1 to 38, inclusive, on Level 2, shall have the exclusive use of two balconies to which such unit has sole and direct access.
2. The owner of each residential unit shall have the exclusive use of a locker space as designated below and illustrated on Part 3, Sheet 2 of the Description.

<u>Unit No.</u>	<u>Level No.</u>	<u>Locker</u>
1	1	L29
2	1	L31
3	1	L33
4	1	L35
5	1	L37
6	1	L39
7	1	L41
8	1	L43
9	1	L45
10	1	L52
11	1	L73
12	1	L60
13	1	L68
14	1	L70
15	1	L67
16	1	L13
17	1	L69
18	1	L44
19	1	L80
20	1	L58
21	1	L1
22	1	L3
23	1	L5
24	1	L48
25	1	L46
26	1	L42
27	1	L15
28	1	L17
29	1	L6
30	1	L8

<u>Unit No.</u>	<u>Level No.</u>	<u>Locker</u>
31	1	L10
32	1	L11 ✓
33	1	L21
34	1	L23
35	1	L25
1	2	L30
2	2	L32
3	2	L34
4	2	L36
5	2	L38
6	2	L40
7	2	L46
8	2	L48
9	2	L53
10	2	L51
11	2	L71
12	2	L49
13	2	L47
14	2	L69
15	2	L40
16	2	L13
17	2	L63
18	2	L85
19	2	L17
20	2	L59
21	2	L2
22	2	L4
23	2	L41
24	2	L45
25	2	L43
26	2	L14
27	2	L16
28	2	L18
29	2	L7
30	2	L8
31	2	L11
32	2	L20
33	2	L22
34	2	L24
35	2	L26

December 4, 1989
8735-072-W2

11
Please Respond to
Leslie-Ann Corradini

Direct Courier

6 December 1989

Ms. Margit Vambu
Condominium Approval Officer
Ministry of Consumer and Commercial Relations
Registration Division
393 University Avenue
Toronto, Ontario
M7A 2H6

Dear Sirs:

Re Condominium Declaration by Dan-Cam Developments Ltd.
Your File: X-4466

Further to your letter dated December 4, 1989, kindly be advised as follows:

1. Name and address of the builder:

Grandedge Construction Limited
Unit 1, 955 Wilson Avenue
Downsview, Ontario M3K 1G1

2. Municipal address of condominium:

See schedule attached

3. Trading name:

The condominium was marketed under the name of "Copperfield".

Yours very truly

BRATTY AND PARTNERS

Brian B. Finer

:dvz

COPPERFIELD NEW ADDRESSES

PHASE I

<u>UNIT</u>	<u>ADDRESS</u>
101	32D Shank Street, Toronto, Ontario M6J 3T9
102	32A Shank Street, Toronto, Ontario M6J 3T9
103	34D Shank Street, Toronto, Ontario M6J 3T9
104	34A Shank Street, Toronto, Ontario M6J 3T9
105	36D Shank Street, Toronto, Ontario M6J 3T9
106	36B Shank Street, Toronto, Ontario M6J 3T9
107	38D Shank Street, Toronto, Ontario M6J 3T9
108	38A Shank Street, Toronto, Ontario M6J 3T9
109	40D Shank Street, Toronto, Ontario M6J 3T9
110	40A Shank Street, Toronto, Ontario M6J 3T9
111	42C Shank Street, Toronto, Ontario M6J 3T9
112	42A Shank Street, Toronto, Ontario M6J 3T9
113	44B Shank Street, Toronto, Ontario M6J 3T9
114	56A Shank Street, Toronto, Ontario M6J 3T9
115	27D Shaw Street, Toronto, Ontario M6J 3T5
116	27A Shaw Street, Toronto, Ontario M6J 3T5
117	33D Shaw Street, Toronto, Ontario M6J 3T5
118	33A Shaw Street, Toronto, Ontario M6J 3T5
119	921C Adelaide Street West, Toronto, Ontario M6J 3T2
120	921A Adelaide Street West, Toronto, Ontario M6J 3T2
121	919D Adelaide Street West, Toronto, Ontario M6J 3T2
122	919A Adelaide Street West, Toronto, Ontario M6J 3T2
123	917D Adelaide Street West, Toronto, Ontario M6J 3T2
124	917A Adelaide Street West, Toronto, Ontario M6J 3T2
125	915D Adelaide Street West, Toronto, Ontario M6J 3T2
126	915A Adelaide Street West, Toronto, Ontario M6J 3T2
127	913D Adelaide Street West, Toronto, Ontario M6J 3T2
128	913A Adelaide Street West, Toronto, Ontario M6J 3T2
129	911D Adelaide Street West, Toronto, Ontario M6J 3T2
130	911A Adelaide Street West, Toronto, Ontario M6J 3T2
131	909B Adelaide Street West, Toronto, Ontario M6J 3T2
132	48D Crawford Street, Toronto, Ontario M6J 3T6
133	48A Crawford Street, Toronto, Ontario M6J 3T6
134	46D Crawford Street, Toronto, Ontario M6J 3T6
135	46A Crawford Street, Toronto, Ontario M6J 3T6

<u>UNIT</u>	<u>ADDRESS</u>
201	32C Shank Street, Toronto, Ontario M6J 3T9
202	32B Shank Street, Toronto, Ontario M6J 3T9
203	34C Shank Street, Toronto, Ontario M6J 3T9
204	34B Shank Street, Toronto, Ontario M6J 3T9
205	36C Shank Street, Toronto, Ontario M6J 3T9
206	36A Shank Street, Toronto, Ontario M6J 3T9
207	38C Shank Street, Toronto, Ontario M6J 3T9
208	38B Shank Street, Toronto, Ontario M6J 3T9
209	40C Shank Street, Toronto, Ontario M6J 3T9
210	40B Shank Street, Toronto, Ontario M6J 3T9
211	42D Shank Street, Toronto, Ontario M6J 3T9
212	42B Shank Street, Toronto, Ontario M6J 3T9
213	44A Shank Street, Toronto, Ontario M6J 3T9
214	25A Shaw Street, Toronto, Ontario M6J 3T5
215	27C Shaw Street, Toronto, Ontario M6J 3T5
216	27B Shaw Street, Toronto, Ontario M6J 3T5
217	33C Shaw Street, Toronto, Ontario M6J 3T5
218	33B Shaw Street, Toronto, Ontario M6J 3T5
219	921D Adelaide Street West, Toronto, Ontario M6J 3T2
220	921B Adelaide Street West, Toronto, Ontario M6J 3T2
221	919C Adelaide Street West, Toronto, Ontario M6J 3T2
222	919B Adelaide Street West, Toronto, Ontario M6J 3T2
223	917C Adelaide Street West, Toronto, Ontario M6J 3T2
224	917B Adelaide Street West, Toronto, Ontario M6J 3T2
225	915C Adelaide Street West, Toronto, Ontario M6J 3T2
226	915B Adelaide Street West, Toronto, Ontario M6J 3T2
227	913C Adelaide Street West, Toronto, Ontario M6J 3T2
228	913B Adelaide Street West, Toronto, Ontario M6J 3T2
229	911C Adelaide Street West, Toronto, Ontario M6J 3T2
230	911B Adelaide Street West, Toronto, Ontario M6J 3T2
231	901A Adelaide Street West, Toronto, Ontario M6J 3T2
232	46C Crawford Street, Toronto, Ontario M6J 3T6
233	46B Crawford Street, Toronto, Ontario M6J 3T6
234	46C Crawford Street, Toronto, Ontario M6J 3T6
235	46B Crawford Street, Toronto, Ontario M6J 3T6

D155594

THE LAND TITLES ACT

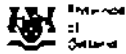
DECLARATION OF RECEIPT

UNINCORPORATED
LAWYER RECEIVED ON

DECLARATION

METROPOLITAN TORONTO
CONDOMINIUM PLAN NO. 854

*Betty Barbara
4958 Yonge St.
North York Ont.
Queen James
phone 226-6660*



10/10/89

<p>D158966</p> <p>CERTIFICATE OF RECEIPT</p> <p>LAND REGISTRAR LT (REG) TORONTO NO 88</p> <p>New Property Identifiers <input type="checkbox"/> Assessor's Plan Schedule <input type="checkbox"/></p> <p>Exclusions <input type="checkbox"/> Assessor's Plan Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Value <input checked="" type="checkbox"/> (2) Page 1 of 1 pages</p>
	<p>(3) Property Identifier(s) Block Property and more See Schedule</p>
	<p>(4) Name of Document BY-LAW NO. (Condominium Act, Section 28)</p>
	<p>(5) Description</p> <p style="font-size: small;">NIL</p> <p style="font-size: small;">Description</p> <p>All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 854, in the City of Toronto, Municipality of Metropolitan Toronto Land Titles Division of Toronto (No. 651)</p>
<p>(6) This Document <input type="checkbox"/> (7) Recession from Existing Participation <input type="checkbox"/> (8) Schedule for Description <input type="checkbox"/> Addressed Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(9) This Document provides as follows:

SEE SCHEDULE FOR BY-LAW AND CERTIFICATE

Continued by Schedule

(10) This Document needs to reference number(s)

(11) Party(ies) (Set out Status or Interest)

Name: METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854
by its solicitors, Bratty and Partners

Signature(s):
Per: Brian B. Finer

Date of Signature: 1989 / 12 / 19

(12) Address for Service: 20th Floor, 4950 Yonge St. Madison Centre, North York, Ont. M2N 6K1

(13) Party(ies) (Set out Status or Interest)

Name(s):

Signature(s):

Date of Signature:

(14) Address for Service:


<p>(14) Municipal Address of Property</p> <p>Multiple</p>	<p>(15) Document Prepared by</p> <p>Brian B. Finer Bratty and Partners 4950 Yonge Street 20th Floor North York, Ontario M2N 6K1</p>	<p style="text-align: center; font-size: small;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: x-small;">REGISTRATION FEE</td> <td style="width:50%;"></td> </tr> <tr> <td style="font-size: x-small;">TOTAL</td> <td></td> </tr> </table>	REGISTRATION FEE		TOTAL	
REGISTRATION FEE						
TOTAL						

CONDOMINIUM ACT
C E R T I F I C A T E

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 454
hereby certifies that By-Law Number 1 attached hereto was made in
accordance with the Condominium Act, being Chapter 84 of the
Revised Statutes of Ontario, 1989, and any amendments thereto, the
Declaration and the By-Laws of the Corporation, and the said By-
Law Number 1 has not been amended and is in full force and effect.

DATED at the City of North York, the 14th day of
December, 1989.

METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 231
Per:


KENNETH FERGUSON - Secretary

BY-LAW NO. 1

Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 854 (hereinafter referred to as "the Corporation") as follows:

ARTICLE ONE

DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1981, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration.

ARTICLE TWO

SEAL

The seal of the Corporation shall be in the form impressed hereon.

ARTICLE THREE

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him or his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETINGS OF MEMBERS

1. Annual Meetings: The Annual meeting of the owners shall be held at such place within the City of Toronto, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. Not more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

2. The first Meeting: The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall at such first meeting, appoint one or more auditors to

hold office until the close of the next annual meeting. And if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be

by the owners; but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Turnover Meeting: The board, elected at a time when the declarant owns a majority of the units, shall not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 26 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

4. Special Meetings: The board, or any mortgagee holding mortgages on not less than fifteen (15%) per cent of the units may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least 15 per cent of the units, call and hold a meeting of the owners and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within sixty days of the receipt of the requisition.

5. Notices: Notice of the time, place, and date of the turnover meeting, and each annual or special meeting, shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register at least twelve (12) days before the date of such meeting. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of matters to be considered at such meeting.

6. Reports and Financial Statements: The Corporation shall, at least ten days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the register, a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within ten days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

7. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the

Chairman of the meeting or with the consent of a majority of those present at the meeting.

5 Quorum: At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third (33 1/3%) per cent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks thereafter, at such place within the said municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.

9 Right to vote: At each meeting of owners, and subject to the restrictions in Paragraph 13 of the within Article, every owner of a unit shall be entitled to vote, if he is currently entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meeting and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit, upon filing with the secretary of the meeting sufficient proof of the terms of such mortgage and notifying both the mortgagor and the Corporation of his intention to exercise his right to vote at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

10 Method of voting: At any annual, special or turnover meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.

11. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 13 of this Article shall apply.

12. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

13. Co-owners. If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.

14. Votes to govern. At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Paragraph 9 of this Article.

15. Entitlement to Vote: Except where, under the Act or the by-laws, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than 30 days prior to the meeting.

ARTICLE V

THE CORPORATION

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:

- a) controlling, managing and administering the common elements and the assets of the Corporation;
- b) operating and maintaining the common elements in a fit and proper condition;
- c) collecting the common expenses assessed against the owners;
- d) supplying heat, hydro and water services to the common elements, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws;
- f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by-laws;
- g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- h) causing audits to be made after every year-end and making financial statements available to the

owners and mortgagees in accordance with the Act and the by-laws:

- 1) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
- 2) pursuant to s.22(4) of the Act, providing a certificate, and such statements and information as may be prescribed by the Act and its regulations, and the Corporation shall be entitled to a fee up to the maximum prescribed by the said regulations for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the Declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee;

2. Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of the rules concerning the operation and use of the property;
- c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Trustee Act, Revised Statutes of Ontario, 1980, Chapter 512, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan being subject to approval by the unit owners at a meeting duly called for the purpose;
- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its

sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing.

- 1) to lease, or to grant or transfer an easement or license through any part or parts of the common elements by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.
2. Number and Quorum: Until amended by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be eighteen (18) or more years of age and need not be an owner of a unit. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director.
4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, 1 director shall be elected to hold office for a term of (1) year - director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a director shall be elected for a term of three (3) years, to replace the retiring director.
5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units and the owners may elect any qualified person in the place of any director who has been removed or has died or resigned, for the remainder of his term, at any annual or special meeting.
6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill the vacancies, and in default, or if there are no directors in office, the meeting may be called by any owner.
7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such

place and at such time and on such day as the President and Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President and by the Vice-President who is a director, or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or by telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings. The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such meeting.

9. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, immediately following the meetings of owners at which time the directors of such board were elected, provided a quorum of directors is present.

10. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, other than one in which his interest is limited to his remuneration as a director, officer, employee, shall declare his interest in such contract or transaction at a meeting of the directors of the Corporation and shall, at that time disclose the nature and extent of such interest. Such director shall refrain from voting and shall not in respect of such contract or transaction, be counted in the quorum. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, a person that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time of the contract or transaction was entered into, is not by reason only of his holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

11. Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith.

12. Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficient or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any

of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

1. Indemnity of Directors and Officers: Every director or officer of the Corporation and his heirs, executors and administrators and estate respectively, shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office;
- b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of a director or officer 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 the liabilities incurred by them as a result of a contravention of Section 24(1) of the Act.

ARTICLE VII

OFFICERS

1. Elected Officers: At the first meeting of the board, after each election of directors, the board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the board shall appoint a Secretary and may appoint one or more Vice-presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.

4. President: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the

Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

6. General Manager: The General Manager, if one be appointed, shall have the general management and direction subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.

8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at the meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

10. Agents and Attorneys: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or authorize from time to time by resolution, and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts,

acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice by the Corporation: Except as otherwise specifically provided in the Act, the declaration or the by-laws any notice, communication or other document, including budgets and notices of assessment required to be given or served by the Corporation, shall be sufficiently given, if given:

- 1) to an owner, by giving same to him, or to any director officer of the owner, either personally or by ordinary mail, postage prepaid addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit,
- 2) to a mortgagee who has notified the Corporation of his interest, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the corporation.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

2. Omissions and Errors: Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as set forth in the Act and the declaration shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as designated in Schedule D of or elsewhere in the declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.
2. Duties of the Board Re Reserve Fund: In addition, the board shall make provisions for the reserve fund in the annual budget, for major repair and replacement of common elements, and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
3. Owner's Obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.
4. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notices of such further assessment on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such installments as the board may determine.
5. Conveyance of Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
6. Default in payment of assessment:
 - (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest

at a rate eighteen per cent (18%) per annum and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

- (5) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or on behalf of Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XIII

DEFAULT

1 Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.

2 Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

ARTICLE XIV

HOUSE RULES

1 Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements and of other units. Any rule made by the board shall be effective 30 days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. The rules shall be complied with and enforced in the same manner as the by-laws but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

The rules and regulations attached hereto as Schedule "A" have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.

ARTICLE XV

MISCELLANEOUS

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.

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

4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

DATED at the City of Toronto, this 14th day of December 1983

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854

Per: [Signature]
Robert Daniels PRESIDENT

Per: [Signature]
Kenneth Ferguson SECRETARY



Document General
Form 4 - Land Registration Reform Act, 1984

<p>D158867</p> <p>CERTIFICATE OF RECEIPT</p> <p>-- 2 - 1989</p> <p><i>[Signature]</i></p> <p>LE HERO TORONTO INC</p> <p>New Property Certificate</p> <p style="text-align: right;">Additional Fee Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (iii) Page 1 of 3 pages</p>
	<p>(2) Property Identification Block Property Agreement Fee Schedule</p>
	<p>(4) Nature of Document BY-LAW NO. 2 (Condominium Act, Section 20)</p>
	<p>(6) Completion NIL Dates 1 8</p>
<p>(7) This Document Contains <input type="checkbox"/> Additional Fee Schedule <input type="checkbox"/></p>	<p>(8) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 654 in the City of Toronto, Municipality of Metropolitan Toronto Land Titles Division of Toronto (No. 66)</p>
<p>(9) This Document provides as follows:</p>	<p>(10) This Document relates to instrument number(s)</p>

SEE SCHEDULE FOR BY-LAW AND CERTIFICATE

Continued on Schedule

(11) Party(ies) (Set out Status or Interest)

<p>Name(s): METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 by its solicitors, Bratty and Partners</p>	<p>Signature(s): Per: <i>[Signature]</i> Brian B. Finer</p>	<p>Date of Signature 1989 <i>[Date]</i></p>
--	--	---

(12) Address for Service: **20th Floor, 4950 Yonge St. Midway Centre, North York, Ont. M2N 6R1**

(13) Party(ies) (Set out Status or Interest)

Name(s):	Signature(s):	Date of Signature
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(14) Address for Service

<p>(14) Municipal Address of Property Multiple</p>	<p>(16) Document Prepared by: Brian B. Finer Bratty and Partners 4950 Yonge Street 20th Floor NORTH YORK, ONTARIO M2N 6R1</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:70%;">Registration Fee</td> <td style="width:30%;"></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														

CONDOMINIUM ACT
CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854
hereby certifies that By-Law Number 2 attached hereto was made in
accordance with the Condominium Act, being Chapter 84 of the
Revised Statutes of Ontario, 1985, and any amendments thereto, the
Declaration and the By-Laws of the Corporation, and the said By-
Law Number 2 has not been amended and is in full force and effect.

DATED at the City of North York, the 14th day of
December, 1989.


METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 854
Per:


KENNETH FERGUSON, Secretary




Document General
Form 4 - Land Registration Reform Act, 1984

1-877-922-7237
D

<p>D158568</p> <p>CERTIFICATE OF RECEIPT</p> <p>--- 2 --- 1985</p>  <p>UNITED KINGDOM OF GREAT BRITAIN LAND REGISTRATION ACT, 1984</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 12 pages	
	(3) Property Identification No. _____		(4) Nature of Document BY-LAW NO. 3 (Condominium Act, Section 78)	
	(5) Consideration NIL		(6) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 854, in the City of Toronto, Municipality of Metropolitan Toronto Land Titles Division of Toronto (No. 66)	
	(7) This Document Contains <input type="checkbox"/>		(8) Schedule for Description <input type="checkbox"/> Additional Particulars <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
	(9) This Document provides to Assignee		SEE SCHEDULE FOR BY-LAW AND CERTIFICATE	

Continued on Schedule

(10) Party(ies) (Set out Status or Interest)

Name(s) METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 by its solicitors, Bracey and Partners	Signature  Brian B. Finer	Date of Signature Y M D 1985 / 12 / 17
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(11) Address for Service **20th Floor, 4950 Yonge St. Madison Centre, North York, Ont. M2N 6K1**

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature	Date of Signature Y M D
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(13) Address for Service

(14) Maturity Address of Property Multiple	(15) Document Prepared by Brian B. Finer Bracey and Partners 4950 Yonge Street 20th Floor NORTH YORK, Ontario M2N 6K1	Fees and Tax								
		<table border="1" style="width:100%; border-collapse: collapse;"> <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>Total</td> <td></td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

CONDOMINIUM ACT
C E R T I F I C A T E

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 052
hereby certifies that By-Law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1989, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and the said By-Law Number 3 has not been amended and is in full force and effect.

DATED at the City of North York, the 14th day of December, 1989.

METROPOLITAN TORONTO CONDOMINIUM PLAN NO. S-4
PRI



KENNETH FERGUSON - Secretary

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854

BY-LAW NO. 3

A By-Law respecting the appointment of an Insurance Trustee

BE IT ENACTED as a By-law of Metropolitan Toronto Condominium Corporation No. 854 (hereinafter referred to as the "Corporation") as follows:

1. The corporation shall at all times employ an Insurance Trustee.
2. The Insurance Trustee shall be entitled to such compensation and shall perform such duties and services as the board of directors of the corporation shall, from time to time determine.
3. The corporation hereby employs The Canada Trust Company to be such Insurance Trustee, on the terms and conditions and at the compensation as more particularly set forth in the Insurance Trust Agreement, a copy of which is annexed hereto as Schedule "A".
4. All prior by-laws, resolutions and proceedings of the corporation inconsistent herewith are hereby repealed, revoked and rescinded in order to give full force and effect to each and every provision of this by-law.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns one hundred (100%) per cent of the units pursuant to the provisions of the Condominium Act.

DATED at North York, this 14th day of December 1989.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854

Per: [Signature]
Robert Daniels - President

Per: [Signature]
Kenneth Ferguson - Secretary

INSURANCE TRUST AGREEMENT

THIS AGREEMENT, made in duplicate this 12th day of December, 1953.

WITNESSETH:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854
a Corporation created under the laws of the Province of Ontario by the registration under the Condominium Act, R.S.O. 1950, and amendments thereto (hereinafter referred to as the "Act"),

hereinafter called "the SETTLOR",

of the FIRST PART;

-and-

THE CANADA TRUST COMPANY,

hereinafter called "the TRUSTEE",

of the SECOND PART.

WHEREAS the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

AND WHEREAS the Settlor desires to make provision for the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the description registered pursuant to The Condominium Act, R.S.O. 1950, and amendments thereto, herein called "The Act".

IN CONSIDERATION of the mutual covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE I

Definitions

The terms used in this Agreement shall have ascribed to them the definitions contained in the Act.

ARTICLE II

Appointment of Trustee

The Settlor doth hereby appoint the Trustee to act as Trustee pursuant to the provisions of the declaration and by-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE III

Payment by Trustee

The Trustee hereby irrevocably authorizes and directs that all insurance proceeds from an insurance claim not exceeding \$10,000.00 shall be paid directly from the insurance to the Settlor. All insurance proceeds received by the Trustee, provided they exceed \$10,000.00 for any one loss, shall be received by the Trustee and shall be held by it in trust and paid in accordance with the following terms and conditions:

1. In the event of:
 - (a) Damage to the buildings, if the Trustee receives a certificate duly executed by the President (or Vice-President), and the Secretary of the Settlor, certifying:

- (i) that the board has determined that less than 25% of the buildings have been substantially damaged, or
 - (ii) that the board has determined that 25% or more of the buildings have been substantially damaged and the owners who own 80% of the units have not voted for termination within sixty (60) days of such determination by the board; or
- (b) Damage to the property, excluding the buildings and the units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor (specifying the persons and the amounts to be paid to such persons) accompanied by the following:

- (A) a certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:
 - (i) that the sum then requested has been paid by the Settlor or is justly due to contractors, sub-contractors, material men, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of such insurance proceeds then held by the Trustee or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of services and materials described in such certificate;
 - (ii) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which, if unpaid, might become the basis of a lien under the Construction Lien Act by reason of such repair, to the buildings of any part thereof.
- (b) an opinion of a solicitor acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any lien under the Construction Lien Act which has not been discharged except such as will be discharged by payment of the amount then requested.

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

2. If, upon the receipt of any certificate referred to in Paragraph 1 of this Article, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, and to which of the persons or companies set forth in the said certificate are to be paid by the Trustee,

3. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under obligation to take steps to enforce the payment thereof to it.

ARTICLE IV

Deficiency of Insurance Proceeds

The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments specified by this Agreement except out of the proceeds of insurance held in trust for the Settlor.

ARTICLE V

Provisions Relating to Trustee

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damage which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information herein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except to deposit same in the usual course and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

2. The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses, including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

ARTICLE VI

Termination of Condominium

Notwithstanding anything contained in this Agreement to the contrary, where a notice of termination in respect of the condominium is registered in accordance with the provisions of the Act, the Settlor shall forthwith notify the Trustee, in writing, of such registration, and upon receipt of such notice, the Trustee shall allocate the insurance proceeds then in its hands to each of the units in the condominium, based upon each unit's proportionate interest in the common elements (as set out in Schedule "D" of the Declaration of the Settlor), and shall, subject to the provisions of the Act, then disburse such allocated proceeds, on a par unit basis, in the following order of priority:

- (a) Firstly, to those Mortgages(s) and Encumbrance(s) having a registered charge or encumbrance against the unit, in order of priority of such outstanding charge(s) or encumbrance(s), to the extent of the amounts owing thereunder; and
- (b) Secondly, the balance, if any, to the Registered owner(s) of the unit.

ARTICLE VII

Termination of Agreement

1. The term of this Agreement shall commence upon the date of registration of the Settlor, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new board of directors of the Corporation has not been elected by the unit owners at a meeting called pursuant to Section 16 of the Act (the "Turnover meeting"), then this Agreement shall be renewed for a further twelve (12) month period upon written request of the Settlor to the Trustee requesting a renewal of same, and upon receipt by the Trustee of such request, a new contract, having the same terms and conditions as herein set forth, shall be deemed to have been entered into for the requisite twelve (12) month period, as effectively as if a separate agreement had been executed by the parties hereto.

2. In the event that a new board of directors has been elected at the Turnover meeting, then this Agreement, or any subsequent agreement entered or deemed to be entered into pursuant to the provisions of paragraph 1 of Article VII above (the "Subsequent Agreement"), shall terminate at the end of the twelve (12) month period during which the Turnover meeting was held, unless same is ratified by the new board of directors. The Settlor shall forthwith notify the Trustee in writing of any such ratification, and if ratified as aforesaid, this Agreement or the Subsequent Agreement (as the case may be) shall continue automatically from year to year, until sixty (60) days after the Settlor delivers written notice to the Trustee of its desire to terminate same. In the event that the new board of directors fails to ratify this Agreement or the Subsequent Agreement (as the case may be), then such new board shall forthwith cause the Settlor to enter into a new insurance trust agreement with another trust company or other firm qualified to act as a trustee, so that an insurance trust agreement will at all times be in existence and maintained by the Settlor.

3. Following termination of this Agreement or the Subsequent Agreement (as the case may be), and upon payment to the Trustee of all fees and charges due to the Trustee, the Trustee shall turn over all sums deposited with it and not yet distributed in accordance with the provisions hereof, to any new trustee appointed pursuant to the provisions of the Settlor's declaration, and thereupon, the Trustee's obligations hereunder shall cease.

4. The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another Trust Company registered under the Loan and Trust Corporations Act or a Chartered Bank, or such other person or firm qualified to act as a Trustee (pursuant to which such other Trust Company or other person or firm shall assume such duties of an Insurance Trustee in place of the Trustee herein) the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new trustee, and thereupon its obligations hereunder shall cease.

5. In the event that the Settlor fails to appoint a new trustee within thirty (30) days after notice to terminate has been given pursuant to paragraph 2 or 4 hereof, the Trustee shall be entitled to appoint such new trustee.

ARTICLE VIII

Declaration and By-Laws and Rights of Third Parties

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagees holding first mortgages on more than fifty (50%) percent of the units. Any amendments to the Declaration or by-laws shall be communicated to the Trustee by the Settlor.

2. Upon being advised of damage to the buildings or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settlor's register.

3. Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgage shown on the Settlor's register and may be enforced by such mortgagees.

ARTICLE IX

Address for Service

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at:

90 Eglinton Avenue, West
Suite 500
Toronto, Ontario
M4R 2K7

or at such other address designated in writing by the Settlor.

19

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to The Canada Trust Company, Personal Trust Department, 8th Floor, 10 Eglinton Avenue West, Toronto, Ontario, M4R 2E2. Such certificate, declaration and notices in writing shall be deemed to have been received on the business day following the date of such mailing.

ARTICLE I

Remuneration of Trustee

The Settlor shall pay the Trustee's fees and charges as set out in Schedule "E" annexed hereto.

ARTICLE XI

Assignment of Agreement

This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XII

Headings and Governing Law

The use of headings in this Agreement shall have no effect on the interpretation or meaning of this Agreement.

This Agreement shall be governed by the laws of Ontario.

ARTICLE XIII

Acceptance of Trust

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 954

Per: _____
Robert Donahue President
c/s

Per: _____
Kenneth Ferguson Secretary

THE CANADA TRUST COMPANY

Per: _____
A.S.D.
c/s

Per: _____
A.S.D.

SCHEDULE "A"
POLICIES OF INSURANCE

Company:

Policy Number:

Total Amount of
Insurance:

3

SCHEDULE "B"

TRUSTEE'S FEES AND CHARGES

THE Corporation shall pay the Trustee an initial fee of Three Hundred (\$300.00) Dollars upon the execution of this Agreement, being an initial "set up fee" and the per annum retainer fee in advance.

HEREAFTER, this per annum retainer fee of One Hundred and Fifty (\$150.00) Dollars shall be payable upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

- (a) minimum fee \$150.00 per claim processed;
- (b) one per cent (1%) of the first Twenty-Five Thousand (\$25,000.00) Dollars administered by it;
- (c) one-half of one per cent (1/2 of 1%) upon the balance of funds administered by it.

THE Corporation shall indemnify and save the Trustee harmless against any and all liabilities, costs and expenses, including legal fees, for anything done or omitted to be done by the Trustee in the performance of this Agreement, except as a result of negligence or bad faith.

THIS fee schedule may be amended from time to time by written notice from the Trustee to the Corporation at any time.

<p style="text-align: center; font-size: 1.2em;">D158569</p> <p style="text-align: center; font-size: 1.5em;">CERTIFICATE OF RECEIPT</p> <p style="text-align: center;">20 1989</p> <p style="text-align: center;"><i>[Signature]</i> LAND REGISTRATION LAND REGISTRATION ACT</p> <p>New Property Identifiers _____ Additional Fee Schedule <input type="checkbox"/></p> <p>Exemptions _____ Additional Fee Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 2 pages</p>
	<p>(3) Property Identified as _____ Block _____ Property _____ Additional Fee Schedule _____</p>
	<p>(4) Nature of Document BY-LAW NO. 4 (Condominium Act, Section 28)</p>
	<p>(5) Commission NIL Dollars \$ 0</p>
<p>(6) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 854, in the City of Toronto, Municipality of Metropolitan Toronto Land Titles Division of Toronto (No. 66)</p>	
<p>(7) This Document Complete <input type="checkbox"/> (8) Recipient New Element Plan/Block <input type="checkbox"/> (9) Schedule for Description <input type="checkbox"/> Additional Part <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(10) This Document pertains to another document:

SEE SCHEDULE FOR BY-LAW AND CERTIFICATE

Continued on Schedule

(10) This Document refers to another document:

<p>(18) Party(ies) (See out Status of Interest) Name(s): METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 by its solicitors, Bratty and Partners</p>	<p>Signature: <i>[Signature]</i> Brian B. Finlay</p>	<p>Date of Signature 1989</p>
--	---	--

(11) Address for Service: **10th Floor, 4950 Yonge St. Madison Centre, North York, Ont. M2N 6K1**

<p>(18) Party(ies) (See out Status of Interest) Name(s):</p>	<p>Signature(s):</p>	<p>Date of Signature Y M D</p>
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(12) Address for Service

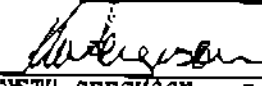
<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by Brian B. Finlay Bratty and Partners 4950 Yonge Street 10th Floor North York, Ontario M2N 6K1</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: right; font-size: 0.8em;">Fees and Tax</th> </tr> <tr> <td style="font-size: 0.8em;">Registration Fee</td> <td style="width: 50px;"></td> </tr> <tr> <td style="font-size: 0.8em;">Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee		Total	
Fees and Tax								
Registration Fee								
Total								

CONDOMINIUM ACT
C E R T I F I C A T E

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 254
hereby certifies that By-Law Number 4 attached hereto was made in
accordance with the Condominium Act, being Chapter 84 of the
Revised Statutes of Ontario, 1989, and any amendments thereto, the
Declaration and the By-Laws of the Corporation, and the said By-
Law Number 4 has not been amended and is in full force and effect.

DATED at the City of North York, the 14th day of
December, 1989.

METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 804
Part


KENNETH FERGUSON - Secretary

BY-LAW NO. 4

a By-law respecting the appointment
of a Property Manager.

BE IT ENACTED as a By-law of METROPOLITAN TORONTO
Condominium Corporation No. 854 (hereinafter referred to as "the
Corporation": as follows:

1. The corporation shall at all times employ a professional
Property Manager.
2. The Property Manager shall be entitled to such
compensation and shall perform such duties and services
as the Board of Directors of the Corporation shall, from
time to time, determine.
3. The corporation hereby employs Browell and Wallace to be the
Property Manager, on the terms and conditions and at the
compensation as more particularly set forth in the Management
Agreement, a copy of which is annexed hereto as Schedule
"A".
4. All prior by-laws, resolutions and proceedings of the
Corporation inconsistent herewith are hereby repealed,
revoked and rescinded in order to give full force and
effect to each and every provision of this By-law.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854
hereby enacts the foregoing by-law having been duly approved by
the directors of the Corporation and confirmed without variation
by the declarant which owns one hundred (100%) per cent of the
units pursuant to the provisions of the Condominium Act.

DATED at the City of North York this 14th day of
December, 1989.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 854

Per: [Signature]
Robert H. Daniels -
President

Per: [Signature]
Kenneth W. Ferguson -
Secretary

FOR OFFICE USE ONLY

0291922

91 11 15 51

New Property Identifiers

Additional See Schedule

Exemptions

Additional See Schedule

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

(3) Property Identifiers (a) Block Property Additional See Schedule

(4) Nature of Document
Application to register by-Law No. 5
(Subsection 3(7) of the Condominium Act)

(5) Consideration
Ontario \$

(6) Description
All units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 854, in the City of Toronto, in the Municipality of Metropolitan Toronto, Land Titles Division of Metropolitan Toronto (No. 66)

(7) This Document Contains (8) Resubmitter New Easement Plan/Grant (9) Schedule for Description Additional Parties Other

(1) This Document provides as follows:

See Schedule

Continued on Schedule

(2) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 (Applicant)
by its solicitors, Widman & Loeb

Audrey Loeb

1991 10 15

(11) Address for Service
c/o Wallace, McBain & Associates, 1063 McNicoll Avenue, Scarborough, Ontario, M1W 3W6

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by
A. Loeb
Widman & Loeb
123 Edward Street
Suite 600
Toronto, Ontario
M5G 1R2

Fee and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

CONDONINIUM ACT

R.S.O. 1980. CH. 84

CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854 hereby certifies that the By-Law No. 5 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law No. 5 has not been amended and is in full force and effect.

DATED at Toronto, this 15 day of October, 1991.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 854

per:


Gary Byrne - Secretary

*

BY LAW # 5

BE IT ENACTED AS A BY-LAW OF
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854

ARTICLE VI, SUBSECTION 2 and 4 OF BY-LAW # 1 is hereby
repealed and the following substituted.

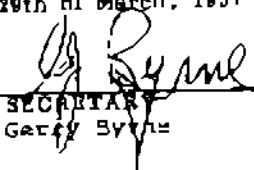
2. Number and Quorum: Until amended by by-law, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At each annual meeting thereafter, the number of directors equal to the number of directors whose term of office has been completed in such year shall be elected for a term of three (3) years.

Enacted and sealed on the 29th of March, 1991

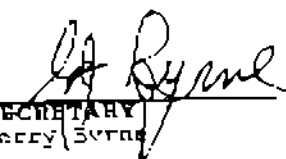

PRESIDENT

Peter Caldwell


SECRETARY

Gerry Byrne

Confirmed by the owners within Metro Toronto Condominium Corporation No. 854 in accordance with The Ontario Condominium Act, on the 10th of June, 1991.


SECRETARY
GERRY BYRNE