

# TAB 2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF Section 101 of the  
*Courts of Justice Act* and Section 243 of the *Bankruptcy and Insolvency Act*

B E T W E E N:

**TREZ CAPITAL LIMITED PARTNERSHIP and COMPUTERSHARE TRUST  
COMPANY OF CANADA**

Applicants

and

**WYNFORD PROFESSIONAL CENTRE LTD. and GLOBAL MILLS INC.**

Respondents

**AFFIDAVIT OF DALEECHAND NARAIN**

**I, DALEECHAND NARAIN**, also known as Suresh Narain, of the City of Markham,  
in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Financial Officer and Corporate Secretary for the Ontario Lung Association (“OLA”). OLA owns sixteen (16) units in Metro Toronto Condominium Corporation No. 1037 (“**MTCC 1037**”), municipally known as 18 Wynford Drive, Toronto, Ontario, M3C 0K8. I am also a Director of MTCC 1037 and as such I have knowledge, information and belief as to the facts to which I herein depose. Where information is based on other sources, I verily believe that information to be true.
2. MTCC 1037 is a commercial condominium corporation comprised of one hundred and nineteen (119) commercial units, three hundred and sixty-one (361) parking units and two (2) storage units. MTCC 1037 was created by the registration of its declaration and description on October 6, 1992, as Instrument No. A721241, pursuant to the

*Condominium Act*, R.S.O., 1990, Chapter c.26 as amended and the regulations made thereafter (the “**Declaration**”), to control, manage and administer the assets and common elements, among other things of the condominium premises located municipally at 18 Wynford Drive, Toronto, Ontario. Attached hereto and marked as **Exhibit “A”** is a true copy of the Declaration dated October 6, 1992.

### **WYNFORD MAJORITY CONTROL OF MTCC 1037**

3. On or around February 7, 2011, Wynford Professional Centre Ltd. (“**Wynford**”) purchased multiple units and parking spaces in MTCC 1037 (the “**Wynford Units**”). Wynford received financing in the amount of \$9,600,000 from 368230 Ontario Limited. Attached hereto and marked as **Exhibit “B”** are true copies of the Parcel Register dated January 9, 2015 and an excerpt of the Charge/Mortgage registered as Instrument No. AT2616231 dated February 7, 2011.
4. Since Wynford owned a majority of the units in MTCC 1037, they had control of the board of Directors of MTCC 1037 (the “**Board**”) and property management of MTCC 1037 (the “**Management**”).
5. Norma Walton (“**Norma**”), President of Wynford, was the Chairman of the Board, Ronauld Walton (“**Ronauld**”), Norma’s husband, was the Secretary of the Board and Dr. Stanley Bernstein (“**Stanley**”), Norma and Ronauld’s business partner in several ventures including Wynford, was a Director of MTCC 1037. I understand that Stanley subsequently took the position that Norma, unbeknownst to him, put his name forward to be appointed as a Director of MTCC 1037 and he never consented to this appointment. Stanley claimed to have never attended any of the Board meetings.

6. The Rose and Thistle Group Ltd. (“**Rose and Thistle**”) acted as the Management for MTCC 1037. Norma and Ronauld were the sole Officers and Directors of Rose and Thistle.
7. In or around December, 2011, OLA purchased thirteen (13) units in MTCC 1037, units 401 to 407 and 411 to 416. Norma executed the Statutory Declaration for these sales. A condition of the sale was that OLA would have a representative on the Board. Attached hereto and marked as **Exhibit “C”** is a true copy of the Statutory Declaration dated December 27, 2011.
8. Pursuant to By-Law 5.05 of the By-Law No. 2 of MTCC 1037 dated October 28, 1992 (the “**Bylaws**”):

Notice of any meeting shall be given to each Director either personally, not less than forty-eight (48) hours before the time when the meeting is to be held, or by ordinary mail, or by leaving the notice at the address of the Director not less than five (5) days before the day the meeting is to be held.
9. The only time no notice of a meeting is necessary is:

... if all the Directors are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting.
10. According to By-Law 5.06 of the Bylaws, the Board could appoint a time and a place for regular meetings through a resolution.
11. OLA was never officially notified that it had a representative on the Board. It was not until in or around July, 2012, when OLA purchased units 408, 409 and 410 in MTCC 1037 that it was indirectly informed that it had a representative on the Board. George

Habib (“**Habib**”), President and Chief Executive Officer of OLA, was listed as a Director of the Board on the status certificate related to OLA’s purchase. The other Board members were listed as follows:

- a. Norma (President)
- b. Ronauld (Secretary)
- c. Stanley (Director)
- d. Jonathan Griffiths (Director) (hereinafter referred to as the “**Norma Board**”)

Norma executed this status certificate. The status certificate also stated that there were no arrears in common expenses. Attached hereto and marked as **Exhibit “D”** is a true copy of the status certificate from OLA’s purchase of units 408, 409 and 410 in MTCC 1037 dated July 4, 2012.

12. Pursuant to Bylaw 5.02: “... after the election of five (5) Directors, a quorum for the transaction of business at any meeting of the board shall be three (3)”.
13. OLA was never notified, in any capacity, of any of the Norma Board meetings, whether they were regular or periodic meetings. OLA never waived notice or otherwise signified in writing its consent to the holding of any of the Norma Board meetings without having a representative present. Attached hereto and marked as **Exhibit “E”** is a true copy of the Bylaws dated October 28, 1992.
14. Since OLA has been an owner of units in MTCC 1037, no Annual General Meeting (“**AGM**”) has been held. Wynford monopolized the Norma Board, the Management and the overall operations of MTCC 1037. They did not include or inform the other unit owners and the minority Norma Board Directors about decisions that greatly affected the financial success and stability of MTCC 1037.

15. In or around January, 2013, I Vedha purchased seven (7) units in MTCC 1037, units 301 to 307. Norma executed the status certificates for this sale. The status certificates stated that there were no arrears in common expenses. Attached hereto and marked as **Exhibit “F”** is a true copy of the status certificates related to the sale of units 301 to 307 in MTCC 1037 dated January 18, 2013.

## **TREZ AND WYNFORD**

16. In or around February 19, 2013, Wynford discharged its mortgage from 368230 Ontario Limited and refinanced the Wynford Units for \$9,850,000.00 with Computershare Trust Company of Canada (“**Computershare**”), agents and custodian for Trez Capital Limited Partnership (“**Trez**”), a commercial mortgage lender. Computershare currently has the first mortgage registered on title for the Wynford Units.
17. In negotiating the terms of the mortgage, Norma sent Trez the status certificates for the Wynford Units. The status certificates stated that Wynford was not in default for any of its common expense payments. Two (2) years of financial statements from 2011 and 2012 that should have been attached were not included with the status certificates.
18. The status certificates were signed by the borrower, Norma, and were not further executed by any other Director of the Norma Board who was not associated with Wynford. To my knowledge, at no time did Trez conduct further due diligence or express any concern that financial statements were missing or that no one other than the borrower, Norma, executed the relevant status certificates.

## DISCOVERY OF WYNFORD'S ACTIONS

19. On November 5, 2013, Schonfeld Inc. Receivers and Trustees (the “**Manager**”) was appointed as manager of Wynford (the “**Manager Order**”). The Manager Order was granted in the context of a shareholders dispute between Stanley and Norma and Ronauld. Attached hereto and marked as **Exhibit “G”** is a true copy of the Manager Order dated November 5, 2013.
20. The Manager Order was obtained without any prior notice to Trez. According to Trez’s Application Record dated March 28, 2014 in respect of the within Application, Trez felt that the Manager Order did not protect its interests, so it negotiated its terms with the Manager and Stanley. On January 20, 2014, the Manager’s Order was amended. A provision of the amended Manager’s Order was that there was a stay on Trez enforcing its mortgage on the Wynford Units. However, the stay would be lifted if the Wynford Units were not sold by February 28, 2014 and if Wynford further defaulted on its mortgage payments to Trez. Attached hereto and marked as **Exhibit “H”** is a true copy of the amended Manager’s Order dated January 20, 2014.
21. In or around January, 2014, the minority owners of MTCC 1037 appointed counsel, Daniel McConville, a lawyer from Stevensons LLP, to help in taking control of the Norma Board from Wynford. Due to the above Court Orders and proceedings, the minority owners of MTCC 1037 were greatly concerned with the current and future stability of MTCC 1037. The minority owners of MTCC 1037 knew that they had to act quickly to try and rectify the problems that Norma and Ronauld had created.

22. On January 24, 2014, OLA issued a Notice of Application pursuant to the *Condominium Act* against MTCC 1037, Ronauld and Norma under the Oppression Remedy so that the minority owners of MTCC 1037 could regain control of the Norma Board and rectify the problems that Norma and Ronauld had created. The Notice of Application, amongst other things, asked for Stanley, Norma and Ronauld to be removed as Directors of MTCC 1037 and to allow the two remaining Directors to call an owner's meeting. Attached hereto and marked as **Exhibit "I"** are true copies of the Notice of Application dated January 24, 2014 and the accompanying affidavit of Habib dated January 3, 2014 (the "**Habib Affidavit**").
23. I have reviewed the Habib Affidavit and I agree with the contents as stated therein. The Habib Affidavit outlines when OLA and the minority owners of MTCC 1037 became aware of the issues surrounding Norma and Ronauld and the steps that were taken thereafter to try and rectify the damages that had been caused.
24. On January 24, 2014, Justice Newbould ordered that Stanley be removed as a Director of MTCC 1037. Norma attended the hearing and consented to being removed as a Director of MTCC 1037. Justice Newbould also ordered for an owners meeting to occur on February 13, 2014. Norma was ordered to attend the the owners meeting and bring a written resignation for Ronauld as a Director of MTCC 1037. Attached hereto and marked as **Exhibit "J"** is a true copy of the Order of Justice Newbould dated January 24, 2014.



## REACTION TO WYNFORD'S ACTIONS

25. On February 13, 2014, pursuant to Justice Newbould's Order of January 24, 2014, an AGM was held at MTCC 1037. I, along with other unit owners of MTCC 1037, attended this meeting. Norma was in attendance and it was her last meeting in which she acted as Chairman. At this meeting, Norma confirmed that the auditors had finished their review of the 2011 financial statements. The auditors completed draft statements for 2012, but were waiting for some outstanding items to be provided by Norma in order to finalize them. The auditors had begun to complete 2013 draft financial statements.
26. At the February 13, 2014 AGM it was also confirmed that Wynford owed MTCC 1037 approximately \$1.25 million for non-payment of its share of common expense fees (the "Arrears"). This was the first time that I had been made aware of the Arrears. The unit owners of MTCC 1037 were all notified that the Manager confirmed its intention to sell the Wynford Units. Upon the sale of the Wynford Units, it was expected that MTCC 1037 would be reimbursed accordingly for the Arrears.
27. At the February 13, 2014 AGM, a new Board was elected. I was elected as a Board member. The other new Board members elected were as follows:
  - a. Habib
  - b. Frances Kwong
  - c. Kumar Ratnam
  - d. Jonathan Griffiths (hereinafter referred to as the "Current Board")

Attached hereto and marked as **Exhibit "K"** is a true copy of the minutes of the AGM dated February 13, 2014.

28. Upon being elected, I closed down MTCC 1037's existing bank account and transferred all funds to a new bank account at the Royal Bank of Canada (the "**New Account**"). The New Account could be operated by any two Directors of the Current Board signing jointly. However, in order to avoid a similar situation that had occurred with Wynford, I and Habib could not be joint signatories on a single instrument related to MTCC 1037, as we are both from the same corporate owner, OLA. The Current Board wanted to ensure that no future Board members could deceive MTCC 1037 like Norma and Ronauld apparently did.
29. On March 3, 2014, the Current Board met. I along with all of the Directors of the Current Board were present. At this meeting, we elected Habib to be the Chairman of the Current Board, Frances Kwong to be the Secretary of the Current Board and I was elected to be the Treasurer of the Current Board.
30. At the March 3, 2014 Current Board meeting, I informed the Current Board that since the AGM on February 13, 2014, I reviewed the draft 2011 and 2012 financial statements, which I had never previously seen. I confirmed that Wynford had paid its 2011 common expenses, but did not pay the HST on the common element fees. I also confirmed that Wynford had not paid for the subsequent years. We discussed how the expenses incurred by MTCC 1037 due to Rose and Thistle were questionable, as Rose and Thistle was controlled by Norma and Ronauld. We agreed to withhold and investigate all payables of Rose and Thistle.
31. At the March 3, 2014 Current Board meeting, we also discussed how the Bylaws needed to be reviewed and amended to ensure that no single owner could have control of the

Board. Many other issues regarding how the Current Board could assess and correct the wrong doings of Norma, Ronauld and Rose and Thistle and their insufficient management of MTCC 1037 were discussed. Attached hereto and marked as **Exhibit “L”** is a true copy of the minutes of the Current Board meeting dated March 3, 2014.

32. The Board has investigated all actions of Norma and Ronauld and Rose and Thistle, trying to understand the significance of their apparent fraud and with the intention of remedying the mistakes that had been made. The Current Board has been proactive and has done whatever it can to rectify this unfortunate situation and further protect the unit owners of MTCC 1037. The minority owners had no control or knowledge of Norma and Ronauld’s previous actions, but it has and will continue to do whatever it can to remedy all that it has done to damage MTCC 1037.
33. On April 1, 2014 there was a meeting of the owners of MTCC 1037. At this meeting all minority unit owners, except for four (4), were present. This was the first meeting of the minority unit owners since the Current Board was reconstituted. At this meeting, Habib explained to the owners of MTCC 1037 what had happened with Wynford and the resulting status of MTCC 1037. Habib further explained that the Current Board was trying to mitigate the harm done by Norma and Ronauld and it was investigating legal and remedial steps that could be taken to rectify the position MTCC 1037 was left in by Norma and Ronauld. Attached hereto and marked as **Exhibit “M”** is a true copy of the minutes from the owners meeting dated April 1, 2014.

## TREZ'S APPLICATION

34. In or around March, 2014, Wynford further defaulted on its mortgage payments to Trez and the Manager had failed to put the Wynford Units for sale by February 28, 2014. Therefore, the January 20, 2014 Order was breached, so Trez was able to enforce its mortgage on the Wynford Units.
35. Pursuant to Trez's Application Record dated March 28, 2014 with respect to the within Application, on or around March 4, 2014, Trez became aware that Wynford owed \$1,135,121.24 in outstanding common element expense arrears to MTCC 1037. MTCC 1037 also informed Trez that its reserve fund had been completely depleted. Wynford did not have sufficient funds to support the ongoing mortgage payments to Trez. On April 2, 2014, the Court appointed Collins Barrow Toronto Limited ("**Collins Barrow**") as the Receiver for Trez to supervise the marketing and sale process of the Wynford Units.
36. On or around April 3, 2014 I had a telephone discussion with Bryan Tannenbaum from Collins Barrow. Due to our depleted reserve fund, I had asked Mr. Tannenbaum if he could inquire with Trez to see if it was willing to release some payment to MTCC 1037. Mr. Tannenbaum said he would inquire and let us know accordingly.
37. On April 22, 2014, the Current Board had a meeting. All Current Board members, including myself, were present and Mr. McConville was present as well. We discussed how we were unable to put a lien on the past Arrears of Wynford, as the three (3) month lien period under the *Condominium Act* had passed. Attached hereto and marked as **Exhibit "N"** is a true copy of the minutes of the Current Board meeting dated April 22, 2014.

38. In or around May, 2014, Collins Barrow began paying common element fees on behalf of Wynford and then issued a cheque for the past three (3) months of fees (February, March and April, 2014). These payments and future monthly payments were enough to enable MTCC 1037 to pay vendors that had long standing past due invoices and to start contributing to the reserve fund.
39. On July 23, 2014, the Current Board had a meeting. I, along with three (3) other Current Board Directors, were in attendance, but Mr. Griffiths could not attend. I explained to the Current Board that I did not recommend that the Current Board accept the financial statements of 2011, 2012 and 2013, as there was insufficient backup of the expenses as recorded by Norma. Norma had authorized invoices issued by Rose and Thistle without any knowledge of the Norma Board. Norma depleted the reserve of MTCC 1037. She along with Ronauld have apparently defrauded MTCC 1037 of millions of dollars by not contributing towards the required common expenses and using the reserve fund for unauthorized expenditures, in contravention of the *Condominium Act*. This has greatly affected the stability of MTCC 1037.
40. At the July 23, 2014 Current Board meeting, Mr. McConville updated the Board about his attendance at Court, where Collins Barrow applied for a Court Order to borrow up to \$2 million to pay operating costs including back taxes. He reported that Collins Barrow was interested in knowing when our financial statements would be ready and he asked what disclosures would be included in the status certificate for the sale of the Wynford Units. We discussed this matter further, as can be seen in the minutes of this meeting. Attached hereto and marked as **Exhibit "O"** is a true copy of the minutes of the Current Board meeting dated July 23, 2014.

41. On September 12, 2014, Justice Newbould amended the Manager's Order and replaced the Manager with Ira Smith Trustee & Receiver (the "**Receiver**"). Attached hereto and marked as **Exhibit "P"** is a true copy of Justice Newbould's Order dated September 12, 2014.
42. On December 4, 2014 there was a Current Board meeting. At this meeting we reviewed and discussed the 2011, 2012 and 2013 draft financial statements and a draft status certificate. Attached hereto and marked as **Exhibit "Q"** is a true copy of the draft minutes of the Current Board meeting dated December 4, 2014.
43. In or around December, 2014, we retained Macdonald Sager Manis LLP ("**MSM**") and Shawn Pulver as counsel for MTCC 1037.

#### **SALE OF WYNFORD UNITS**

44. On or around October 27, 2015, Colliers, Collins Barrow real estate agent, informed MTCC 1037 that it had a buyer who was interested in purchasing most of Wynford's units in MTCC 1037.
45. Since learning of the Arrears and Wynford's apparent fraud, I along with the Current Board, worked on completing the financial statements for 2011, 2012 and 2013. However, due to the delay in receiving bills and documents from Wynford and the inaccuracies in the accounting from Wynford and Rose and Thistle, it took a long time to prepare acceptable financial statements to send to a prospective buyer of the Wynford Units. Despite our issues, the Current Board managed to send out the necessary status

certificate and accompany documentation pursuant to the Declaration and the *Condominium Act*.

46. On December 10, 2014 the Current Board provided Collins Barrow with a status certificate and accompanying documentation (including relevant financial statements) with regards to the sale of unit 601 of MTCC 1037. Attached hereto and marked as **Exhibit “R”** is a true copy of the status certificate dated December 10, 2014.
47. On December 15, 2014, an amended status certificate and accompanying documentation (including relevant financial statements) was sent to Collins Barrow, as there was an inadvertent error in the original status certificate. The monthly common element fee for 2014 was inadvertently omitted on Schedule A. Attached hereto and marked as **Exhibit “S”** is a true copy of email correspondence between Brett Leahey and me dated December 15, 2014 and the attached amended status certificate dated December 10, 2014.
48. On December 16, 2014, Shawn Pulver, received a letter from Michael Cass, a lawyer at Steinberg Title Hope & Israel LLP, the solicitors for Collins Barrow. The letter included a list of issues that a prospective buyer of the Wynford Units had regarding the condominium governance. Attached hereto and marked as **Exhibit “T”** is a true copy of the letter from Mr. Cass to Mr. Pulver dated December 16, 2014.
49. On January 7, 2015, Mr. Pulver responded to Mr. Cass’s letter of December 16, 2014. Mr. Pulver stated that the Current Board had obliged with the requests of Collins Barrow with regards to the prospective sale. Mr. Pulver outlined how the Arrears of Wynford is in the amount of **\$1,284,508.23**. Mr. Pulver further explained why MTCC 1037 was

unable to register a lien pursuant to section 86(1) of the *Condominium Act*. Attached hereto and marked as **Exhibit “U”** is a true copy of the letter from Mr. Pulver to Mr. Cass dated January 7, 2015.

## **PRIORITY ISSUE**

50. As mentioned above, Wynford, specifically Norma and Ronauld, failed to fulfill their duties as Directors of MTCC 1037 pursuant to the *Condominium Act*, Declaration and the Bylaws. The minority owners (including Habib and Jonathan Griffiths) had no knowledge of Norma and Ronauld’s actions. Norma and Ronauld controlled the Norma Board without any input of the minority Norma Board members and owners of MTCC 1037. There was nothing that could have been done by the minority owners or the minority Norma Board Directors to ensure payment or lien for the Arrears. We were completely in the dark and unaware of all of Norma and Ronauld’s wrongdoings, since there were no meetings, and we had no access to MTCC 1037’s bank records.
  
51. The Current Board consists of volunteer members, who have now been saddled with the responsibility to pay for Norma and Ronauld’s apparent fraudulent actions. Had Norma and Ronauld been acting according to their prescribed duties as Directors of MTCC 1037, then AGMs and proper Board meetings would have been held and the minority owners of MTCC 1037 would have been apprised of Norma and Ronauld’s decisions and seen that the units were in significant common expenses arrears. However, this was not the case. The Current Board has discussed amending the Bylaws and has done what it can to rectify this situation and ensure that nothing like it can happen again.



52. Trez did not appear to exercise proper due diligence, and relied on old financial statements and a status certificate that was signed by the borrower. All of these things should have been “red flags” to Trez. Trez should have requested updated financial statements. If they did, then the Arrears would have been evident. Trez should have been suspicious when it received a status certificate signed by the borrower. A simple phone call or inquiry with the other minority owner Norma Board Directors would have confirmed that the minority owners were not involved in the operations or decision making of the Norma Board.
53. Due to Norma and Ronauld’s apparent fraud, MTCC 1037 asks that it be given priority to be reimbursed for the Arrears before Trez collects its mortgage proceeds. The Current Board understands that there are other creditors, such as Trez, who have also been wronged by Norma and Ronauld and it is not our intention to prevent them from getting any sort of compensation. We hope to come to a resolution that benefits all parties and remunerates MTCC 1037 accordingly. Had Norma and Ronauld exercised its rights to lien for the Arrears and not deceitfully withheld payments, those liens would have had priority pursuant to the *Condominium Act*.
54. We understand that there is a court appearance scheduled for January 21, 2015, where the lawyers for Collins Barrow will be asking to approve the sale of the Wynford Units. In the circumstances, we think it would be fair for the **\$1,284,508.23** to be “held” back and kept in trust at Collins Barrow’s law firm pending a hearing on this matter. Given the timing, we are prepared to move expeditiously to have this matter determined as soon as possible.

55. I swear this Affidavit in response to the within Application, in support of MTCC 1037 receiving super priority with regards to debt repayment from Wynford and for no other improper purpose.

SWORN BEFORE ME at the City of )  
Toronto, Province of Ontario, )  
this 14<sup>th</sup> day of January, 2015 )



\_\_\_\_\_)  
Debora Miller-Lichtenstein )  
A Commissioner, etc. )

  
\_\_\_\_\_)  
**DALEECHAND NARAIN**)

**TREZ CAPITAL LIMITED PARTNERSHIP** - and -  
**and COMPUTERSHARE TRUST COMPANY OF CANADA**  
Applicants

**WYNFORD PROFESSIONAL CENTRE LTD. and**  
**GLOBAL MILLS INC.**

Respondents  
Court File No. CV-14-10493-00CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceedings Commenced at Toronto

**AFFIDAVIT OF DALECHANG NARAINÉ**

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Lawyers for Metro Toronto  
Condominium Corporation No. 1037

# TAB A

This is Exhibit A referred to in the  
affidavit of Dalee Chand Navaine  
sworn before me, this 14<sup>th</sup>  
day of January 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

## DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT *original*

THIS DECLARATION is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1990, Chapter c.26, as amended and the regulations made thereunder.

BY: 618100 ONTARIO LIMITED

(hereinafter referred to as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands which are more particularly described in Schedule "A" hereto (the "Lands") and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

AND WHEREAS the Declarant has constructed upon the Lands, a Building containing 119 Commercial Units, 361 Parking Units and 2 Storage Units;

AND WHEREAS the Declarant intends that the Lands and interests appurtenant to the Lands, together with the Building shall be governed by the Act.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORYSection 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

- (a) "Act" means the Condominium Act, R.S.O. 1990, c.26, as amended and the regulations made thereunder;
- (b) "Article", "Section", "Subsection" or "Paragraph" means the specified article, section, subsection or paragraph in this Declaration;
- (c) "Building" means the buildings, structures, improvements, facilities, amenities and other improvements constructed on the Lands;
- (d) "Commercial Units" means a part or part of the land included in the description, being units 1-15, inclusive on level 1, units 1-16, inclusive on Level 2, units 1-16, inclusive on Level 3, units 1-16, inclusive on Level 4, units 1-16, inclusive on Level 5, units 1-20, inclusive on Level 6 and units 1-20, inclusive on Level 7;
- (e) "Corporation" means a corporation created by the Act;
- (f) "Declarant" means 618100 Ontario Limited, its successors and assigns;
- (g) "Declaration" means this Declaration and all amendments thereto and all Schedules referred to herein;
- (h) "Lands" has the meaning ascribed to it in the first recital hereof;
- (i) "Parking Units" means a part or parts of the land included in the description, being units 1-103, inclusive on Level A, units 16-141, inclusive on Level 1, units 17-69, inclusive on Level 2, and units 17-90, inclusive on Level 3;

- (j) "Prime Rate" means the annual rate of interest announced or stated by the Canadian Imperial Bank of Commerce from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;
- (k) "Property" means the Lands and Building;
- (l) "Rules" means the rules passed by the board of directors of the Corporation from time to time;
- (m) "Storage Units" means a part or parts of the land included in the description, being units 109 and 110 on Level A; and
- (n) "units" means collectively the Commercial Units, the Parking Units and the Storage Units, and "unit" shall mean any one of the Commercial Units, Parking Units or the Storage Units.

**Section 1.02 - Statement of Intention**

The Declarant intends that the Lands as described in Schedule "A" and in the description, together with all interests appurtenant to the Lands and Building be governed by the Act.

**Section 1.03 - Consent of Encumbrancers**

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

**Section 1.04 - Boundaries of Units and Monuments**

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

**Section 1.05 - Common Interests and Common Expenses**

Each owner shall have an undivided interest in the common elements as tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred per cent (100%).

**Section 1.06 - Address for Service and Mailing**

The Corporation's address for service and mailing address shall be:

849 Don Mills Road  
Don Mills, Ontario  
M3C 1W1

or such other address as may be determined by a resolution of the board.

**ARTICLE 2 - COMMON EXPENSES**

**Section 2.01 - Specification of Common Expenses**

Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

**Section 2.02 - Payment of Common Expenses**

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the board pursuant to the by-laws.

Section 2.03 - 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 repair and replacement of common elements and assets of the Corporation; and

(b) No part of the reserve fund shall be used except for the purpose for which the funds were established. 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 2.04 - Certificate of Common Expenses

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

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the owner of certain units shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

Section 3.02 - General Use

Each owner may make full use of, and has the right to occupy and enjoy the whole or any part of the common elements, subject to any provisions, conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws and Rules.

Section 3.03 - Restrictive Access

- (a) Without the consent in writing of the board, no owner (other than the Declarant) shall have any right of access to those parts of the common elements used from time to time for a management office, utility areas, building maintenance, mechanical, electrical and telephone rooms on each level and on the roof, janitor closets, building maintenance, storage areas, managers' offices, operating machinery, hydro and water metres, sprinkler systems or any other parts of the common elements used for the care, maintenance or operation of the Property, or any part thereof. Provided, however, that this Section shall not apply to any mortgagee holding mortgages on at least thirty per cent (30%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its agent.
- (b) 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.
- (c) Save as otherwise provided in this Declaration, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which it has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act and the Declaration.
- (d) In the event, that at any time or times, title to all of the units on any level or levels of the Condominium (an



"Entire Floor") are held by one owner, such owner may, upon obtaining the written consent of the board, such consent not to be unreasonably withheld, but subject to the provisions of Article 8 herein and subject to any other rights of access by the Declarant, the Corporation, any insurer or mortgagee as provided for in this Declaration, the Act or any by-laws or Rules, have the right, upon written notice to the Corporation, to prohibit access to other owners, their tenants, sub-tenants and customers and invitees to that portion of the common elements comprising the corridor used for the purpose of facilitating access to and egress from such Entire Floor (provided that nothing contained herein shall prohibit access to any utility area, mechanical, electrical and telephone rooms, sprinkler systems or any other parts of the common elements forming part of such Entire Floor used for the care, maintenance or operation of the Property or any part thereof). In the event the rights provided for herein are exercised by any owner the portions of the common elements so restricted shall, for the purposes of Section 5.01, and only Section 5.01, be treated as exclusive use common elements to the owner of the units on the level where access is so restricted. Any rights provided herein shall cease to exist immediately when an owner no longer retains or holds title to an Entire Floor.

**Section 3.04 - Prohibited Activities**

No owner shall carry on any activity or do any act upon or within the common elements, which would lead to a contravention by the Corporation or by other owners of any terms or provisions of any governmental statute, by-law, regulation or rule or of any subdivision, development, site plan or other agreement dealing with the development, construction, use and occupancy of the Building or the Property or which would require obtaining the consent or approval of any person pursuant to the terms of the aforesaid agreements.

**Section 3.05 - Sales Office**

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, until such time that the Declarant has sold and transferred title to all units in this Condominium the Declarant shall have free and uninterrupted access and egress over the common elements and shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements and within or outside any unsold units, pursuant to the Declarant's ongoing marketing and/or sales program in respect of the Corporation, at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant, its sales staff, or its authorized personnel or agents shall, at their option, have the right to use any unsold Parking Units, which right shall cease forthwith upon the sale of all units owned by the Declarant in the Corporation.

**Section 3.06 - Parking Units and Storage Units**

Any owner of a Parking Unit, or Storage Unit or any tenant, assignee, subtenant or other permitted occupant, invitee or user thereof, who is not also coincidentally the Declarant or the Corporation or an owner, tenant, assignee, subtenant or other permitted occupant or invitee of a Commercial Unit owner shall only have the right to use and enjoy those parts of the common elements as comprise the underground level common element areas, the vehicular ramps and pedestrian stair cases leading to the street level and other common element areas as are necessary to gain access to and egress from such Parking Unit or Storage Unit which such person owns and/or enjoys and shall not have the right to use and enjoy any other common element areas of the Corporation.

**Section 3.07 - Additions, Alterations and Improvements**

- (a) The Corporation may, by a vote of owners who own eighty per cent (80%) of the units, make any substantial addition, alteration or improvement to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.

- (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 changes in the assets of the Corporation.
- (c) For the purposes of this Section 3.07 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) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by this Declaration, the by-laws or Rules.
- (e) For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of the Corporation and the Corporation's compliance with any provisions of the Act, the following shall not be considered additions, alterations, improvements to, or renovations of the common elements of the Corporation, namely:
  - (i) the removal of a demising or partition wall in accordance with Section 4.06 of this Declaration;
  - (ii) any alteration, addition, change, improvement or renovation made within any unit, or any removal or replacement of partitions between units or between units and common elements (provided the provisions of this Declaration and the Act are complied with) or the alteration or removal of non-structural or non-load bearing walls, or any change within a unit which affects any servicing system which services any other unit owned by the same owner (provided the provisions of this Declaration and the Act are complied with).
- (f) Any owner may make or effect any minor installation, alteration or improvement to his unit, by way of the making of any repairs and replacement to any part of his unit, including to or by way of an installation or improvement to any servicing system serving his unit alone and which forms part of such unit, which to a minor degree encroaches, protrudes onto, encompasses any part of or otherwise touches upon the common elements provided that any such owner (except in the case of the Declarant who need not obtain the consent of the board, nor shall the Declarant be bound by the provisions of subsections 3.07 (i), (iii), (iv), (v), (vi), (vii), (viii) and (ix)) obtains the prior written consent of the board before undertaking any such construction, work or related activity and any such construction, work or related activity undertaken by any owner (except in the case of the Declarant as aforesaid) is carried out in full compliance with the reasonable requirements imposed by the board in connection therewith, including, without restricting the generality of the foregoing, the following requirements:
  - (i) that copies of all plans and specifications are first delivered to it from a qualified architect or engineer licensed to practice in the Province of Ontario, showing in complete detail the proposed construction in the unit and illustrating in sufficient detail, the manner in which the common elements of the Corporation may be affected and the manner in which if so affected, they are to be repaired, or alternatively that the common elements of the Corporation are not affected;
  - (ii) that the owner in making the minor encroachment onto the common elements, complies with the provisions of all statutes, by-laws, Rules, regulations and

ordinances of any applicable governmental authority having jurisdiction;

- (iii) that the board, acting reasonably, is satisfied that the use made by other unit owners and/or the Corporation of the units and common elements will not be unduly or unreasonably altered, disturbed or interfered with by such minor encroachment onto the common elements and that such construction in the unit will not unduly affect the structural integrity of any unit or of the common elements nor will adversely interfere with the electrical, heating, or other mechanical fixtures, equipment or systems servicing other units or the common elements and in this regard the board may require the payment of a cash deposit or the posting of a letter of credit or other sufficient or satisfactory security to it, to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, interference or vibration caused to any other owner arising from the construction in the unit is minimized to the greatest extent possible;
- (v) that such owner seeking to effect the construction in the unit agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, liabilities or liens which the Corporation may incur or suffer as a result of or in connection with such minor encroachment onto the common elements and agrees to execute such further assurances as the board may reasonably require in connection therewith;
- (vi) prior to the commencement of any construction, work or related activity, the owner shall take out and keep in full force and effect in the name of the owner and the Corporation, as and to the extent their respective interests may appear, public liability and property damage insurance including personal injury liability, contractual liability, products and completed operation liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the unit and the owner's use of the common elements, such coverage to include the activities and operations conducted by the owner and any other person on or within the unit and by the owner and any other person performing work on behalf of the owner and those for whom the owner is in law responsible in the Property or any part thereof. Such policies shall (i) be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 for bodily injury to any one or more persons, and property damage and (ii) contain a severability of interest clause and a cross liability clause. The owner shall prior to the commencement of any construction, work or related activity, deliver to the Corporation a certificate of such insurance;
- (vii) prior to the commencement of any construction, work or related activity, the owner shall provide the board with evidence satisfactory to the board that the said owner has obtained, at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction;
- (viii) such owner shall pay to the Corporation, on demand, all fees or expenses charged or incurred by the Corporation, or any architect, surveyor, engineer or other consultant or professional it retains in order to review any of the aforesaid plans and specifications as referred to in this section 3.07(f);

- (ix) all of the said construction, work or related activity shall be performed at the sole cost and expense of such owner, by competent workmen, in a good and workmanlike manner, in accordance with the aforesaid plans and specifications.

Section 3.08 - Pets

No animal, livestock, fowl or any pet shall be kept upon any of the common elements, including those parts thereof of which any owner has the exclusive use.

ARTICLE 4 - UNITS

Section 4.01 - Occupation and Use

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

- (a) Each unit shall be occupied and used only in accordance with and as permitted by the by-laws of the City of North York including compliance with any by-laws or regulations pertaining to the parking or storage of motor vehicles and otherwise in accordance with and as permitted by any statutes, regulations and rules of any governmental authority having jurisdiction and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the Building, maintaining units as models for display and sale purposes in the said development only and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
- (c) If an owner other than the Declarant shall do or permit anything to be done or bring or keep anything upon or in the unit, or the common elements, including the exclusive use common elements so as to result in an increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, then after receipt of notice by the Corporation, such owner shall pay to the Corporation with his next monthly contribution towards common expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this Section 4.01 are deemed to be additional contributions towards common expenses and are recoverable as such.
- (d) The owner of each unit shall comply and shall require all tenants, employees, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (e) Without the written consent of the board, no owner other than the Declarant shall make any structural change or structural alteration in or to any unit, and without limiting the generality of the foregoing, no change shall be made to any boundary wall, windows and doors forming part of the unit, load-bearing partition wall, beams and columns, floor, heating, air-conditioning, plumbing or electrical installations or facilities nor shall any change be made within any unit which affects any servicing system (whether to such owners unit or any other unit) or which interferes with the external or aesthetic appearances of the Building or make any change to an installation upon the common elements or make any change or alteration in or to any door, window, toilet, washbasin or sink, if any, forming part of or within a unit, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain. Any changes whether or not of a

nature requiring the approval of the board shall be made in accordance with the provisions of all relevant municipal and other governmental statutes, by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board, including without restricting the generality of the foregoing, with the following requirements:

- (i) that copies of all plans and specifications are first delivered to it from a qualified architect or engineer licensed to practice in the Province of Ontario showing in complete detail the proposed alteration, change or removal work and illustrating in sufficient detail, the manner in which any servicing equipment, apparatus or systems and any other unit and/or any portion of the common elements may be affected;
- (ii) that the owner in effecting such alteration, change or removal complies with the provisions of all statutes, by-laws, rules, regulations and ordinances of any applicable governmental authority having jurisdiction;
- (iii) that the board, acting reasonably, is satisfied that the use made by other unit owners and/or the Corporation of the units and common elements will not be unduly or unreasonably altered, disturbed or interfered with by such alteration or removal work, and that such work will not unduly affect the structural integrity of any unit or the common elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other units or the common elements and, in this regard, the board may require the payment of a cash deposit or that posting of a letter of credit or other sufficient or satisfactory security be made to it, to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, vibration or interference caused to any other unit owners arising from the proposed alteration or removal work is minimized to the greatest extent possible;
- (v) that such owner seeking to effect such alteration or removal work agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, liabilities or liens which the Corporation may suffer or incur as a result of or in connection with such alteration or removal work and to execute such other and further assurances as the board may reasonably require in connection therewith;
- (vi) prior to the commencement of any alteration, or removal, work or related activity, the owner shall take out and keep in full force and effect in the name of the owner and the Corporation, as and to the extent their respective interests may appear public liability and property damage insurance including personal injury liability, contractual liability, products and completed operation liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the unit and the owner's use of the common elements, such coverage to include the activities and operations conducted by the owner and any other person on or within the unit and by the owner and any other person performing work on behalf of the owner and those for whom the owner is in law responsible in the Property or any part thereof.

Such policies shall (i) be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 for bodily injury to any one or more persons, and property damage and (ii) contain a severability of interest clause and a cross liability clause. The owner shall prior to the commencement of any alteration, or removal, work or related activity, deliver to the Corporation a certificate of such insurance;

- (vi) that in the event the approval of the board is being sought to the installation of a partition or demising wall separating two units, that the wall or part thereof so constructed, is located in conformity to the location of boundaries between such unit or units and common elements as set forth in the description and such location and siting is verified in writing by an Ontario Land Surveyor and approved by the board with all cost or expense of same being borne by such owner or owners affecting such installation;
  - (vii) prior to the commencement of any such alteration or removal, work or related activity, the owner shall provide the board with evidence satisfactory to the board that the said owner has obtained, at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction;
  - (ix) such owner shall pay to the Corporation, on demand, all fees or expenses charged or incurred by the Corporation, or any architect, surveyor, engineer or other consultant or professional it retains in order to review any of the aforesaid plans and specifications as referred to in this section 4.01(e);
  - (x) all of the said alteration or removal, work or related activity shall be performed at the sole cost and expense of such owner, by competent workmen, in a good and workmanlike manner, in accordance with the aforesaid plans and specifications; and
  - (xi) upon completion of any such alteration or removal, work or related activity, the owner, if requested by the Corporation, shall, at his sole cost and expense, deliver to the Corporation a certificate by a licensed architect or engineer certifying that the said alteration or removal, work or related activity has been completed in accordance with all plans and specifications approved by the Corporation pursuant to subsection 4(e)(i) herein.
- (f) No animal, livestock or fowl, shall be kept or allowed in any unit.
  - (g) All glass door and window coverings, including without limitation blinds, shades and draperies, visible from the exterior and the lobby at the ground floor level must be one (1) inch brush aluminium, stainless steel, aluminium or pewter in colour and of standard material and design and shall comply with any further requirements established by the board from time to time. No change shall be made in the colour of any exterior glass, window, door or screen of any unit except with the prior written consent of the board.
  - (h) The owners shall be responsible at their own expense for the cleaning of their units provided that only the Corporation's contractors, agents or employees shall be allowed to perform such cleaning services at the time and in the manner designated by the board.
  - (i) All unit owners shall be restricted from using their unit as a restaurant or fast food facility other than the owners of Units 5, 6, 7 and 8 on Level 1 (the "Restaurant

Units"). Access to the Restaurant Units, will be made available at all reasonable times to the owners, their tenants, occupants, guests, invitees, employees and visitors and to the general public at large, however, hours of operation will be at the discretion of the owners of the Restaurant Units. Notwithstanding anything contained to the contrary herein, access after 6:00 p.m. to and from the Restaurant Units from the lobby of the Building may be restricted by the Corporation. Notwithstanding anything contained herein, in the event that the owner or owners of the Restaurant Units obtain title to or enter into a lease or agreement to lease any units on Level 1 contiguous to or adjacent to any of the Restaurant Units for the purposes of expanding or enlarging the use of such Restaurant Units as a restaurant or fast food facility (the "Acquired Restaurant Units") such Acquired Restaurant Units may also be used as a restaurant or fast food facility in conjunction with the other Restaurant Units as long as such Restaurant Units are used as a restaurant or fast food facility. If the Restaurant Units (including any Acquired Restaurant Units) are used mainly for any purpose other than as a restaurant or fast food facility then in such event any unit or units on Level 1 may then be used as a restaurant or fast food facility by the owners thereof provided that the owner of the Restaurant Units or Acquired Restaurant Units consents in writing to such use, which consent may be unreasonably or arbitrarily withheld.

(j) The following units shall be restricted from being used as a Medical Laboratory:

Units 5, 6, 7, 8, 9, 11 and 12 on Level 1;

Units 1, 3, 4, 5, 8, 11, 13 and 16 on Level 2;

Units 3, 4, 5, 11, 13 and 16 on Level 3;

Units 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13 and 16 on Level 4;

Units 1, 2, 3, 4, 5, 13, 14, 15 and 16 on Level 5;

Units 1, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 20 on Level 6;

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Level 7.

(k) The following units shall be restricted from being used for the purposes of Diagnostic Imaging or as an X-Ray Laboratory:

Units 5, 6, 7 and 8 on Level 1;

Units 1, 4, 5, 8, 11 and 13 on Level 2;

Units 3, 4, 5, 11, 13 and 16 on Level 3;

Units 3, 4, 5, 7, 10, 11, 12 and 13 on Level 4;

Units 1, 2, 3, 4, 5, 12, 13, 14 and 15 on Level 5;

Units 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 on Level 6;

Units 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17 and 19 on Level 7.

(l) The following units shall be restricted from being used for health-related services:

Unit 6, Level 2;

Unit 1, Level 3;

Unit 8, Level 3;

Unit 9, Level 3;

Unit 10, Level 3;

Unit 16, Level 3;

Unit 2, Level 6;

Unit 18, Level 6;

Unit 10, Level 7;  
Unit 11, Level 7.

(m) The following units shall be restricted from being used as a Medical Office:

Unit 6, Level 2;  
Unit 1, Level 3;  
Unit 8, Level 3;  
Unit 9, Level 3;  
Unit 10, Level 3;  
Unit 16, Level 3;  
Unit 2, Level 5;  
Unit 1, Level 6;  
Unit 2, Level 6;  
Unit 18, Level 6;  
Unit 2, Level 7;  
Unit 10, Level 7;  
Unit 11, Level 7.

Section 4.02 - Requirements for Leasing

- (a) Where the owner of a unit leases his unit, the owner shall forthwith notify the Corporation that the unit has been leased, and shall provide the Corporation with the lessee's name and the owner's address;
- (b) Where an owner leases his unit he shall cause his tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I, \_\_\_\_\_, covenant and agree that I, and my guests, employees, agents and our respective invitees, licensees and customers, from time to time, will, in using the unit leased, subleased or licensed by me and the common elements, comply with the Condominium Act, the Declaration, By-laws and Rules and Regulations of the Condominium Corporation, during the term of my tenancy.

In the event that I am notified in writing by the Condominium Corporation that the landlord/owner of the unit which I am leasing, subleasing or licensing is in default of payment of common expenses with respect to such unit, and said notice requires me, as tenant, to pay same to the Condominium Corporation. I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation the said outstanding amounts owing for common expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration".

- (c) The owner shall forthwith further furnish the board with an executed copy of the lease, sublease or license in question and with his own forwarding address and telephone number from time to time and the name and telephone number of the tenant.
- (d) Any owner leasing, or licensing his unit shall not be relieved thereby from any of his obligations with respect to the unit or pursuant to the Act, which shall be joint and several with his tenant, or licensee.

Section 4.03 - Sale or Lease of Parking Units and Storage Units

Any of the Parking Units or Storage Units may, at any time, be sold, transferred, leased, licensed or otherwise conveyed by the Declarant either separately or in combination with other units. Any such sale, transfer, lease, licence or other conveyance made by the Declarant can be made to any person, firm or corporation who need not coincidentally be an owner or tenant of a unit.

Section 4.04 - Occupation and Use of Parking Units and Storage Units

- (a) (i) Notwithstanding anything contained to the contrary in this Declaration, each Parking Unit shall be

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occupied and used only for motor vehicle parking purposes, in strict accordance with the Rules of the Corporation in force from time to time, and without restricting any wider definition of motor vehicle as may be hereafter imposed by the board, "Motor Vehicle" shall include a private passenger automobile, a station wagon, a motorcycle or a van. Each owner of a Parking Unit shall maintain its Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units.

- (ii) The Parking Units are subject to a right of access over, along and upon such Parking Units at all times when necessary in favour of the Corporation, its servants, agents and employees for purposes of ingress to and egress from mechanical, sprinklers, electrical, storage and service areas and equipment and for the carrying out of any maintenance or repair work.
- (iii) The provisions of this section 4.04(a) shall apply ~~mutatis mutandis~~ to those exclusive use portions of the common elements relating to parking spaces shown on Schedule "F" hereto.
- (b) Notwithstanding anything contained to the contrary in this Declaration, no Storage Unit shall be used or occupied for the storage of inflammable oils or other inflammable, toxic, dangerous or explosive materials by the owner thereof and shall otherwise be subject to such Rules as the board may from time to time enact. The board may from time to time restrict the categories of material that may be stored in each Storage Unit. Each owner of a Storage Unit shall maintain the Storage Unit in a clean and slightly condition. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Unit which right shall continue until such time as all Commercial Units and Storage Units have been transferred by the Declarant.

#### Section 4.05 - Signs

- (a) No sign or signs shall be permitted to be erected by any unit owner advertising or indicating to the public the trade or business name of the owner or occupant of the unit unless such signs are in the location and are of a size and type as permitted by the by-laws and Rules of the Corporation and the municipal by-laws and municipal agreements applicable to the Property and are erected within the location approved, in writing, by the board, which approval may be unreasonably and arbitrarily withheld. No sign or signs advertising the unit for sale or lease shall be permitted to be erected by any unit owner anywhere within the unit or on the common elements.
- (b) All signs must be installed and maintained in conformity with any applicable provisions of this Declaration, the by-laws or Rules of the Corporation.
- (c) Notwithstanding the provisions of Section 4.05 (a), any existing signs on the Property, as of the date hereof, advertising or indicating to the public the trade or business name of occupants of Commercial Units shall be deemed to have been approved by the board and shall be allowed to remain in their present location during the tenure of such occupant, its successors and assigns in such Commercial Units.
- (d) Notwithstanding the provisions of Section 4.05 (a), the Declarant shall be permitted, without the approval of the board, to authorize the erection or affixation of a "building signature" sign, including all sign boxes, facings and lighting, or pylon sign, of such size and dimensions and in such location, all on the exterior of the Building, and any other interior signs, as the Declarant

deems appropriate, or anywhere on the Property, being part of the common elements, advertising or indicating to the public the trade or business name of any owner or occupant.

Section 4.06 - Removal of Partition Walls

Notwithstanding any provision in the Declaration to the contrary, and provided all pertinent provisions of the Act are complied with, any owner may remove all or any portion of any demising or partition wall which is not a load bearing or structural wall, and which separates and forms part of two adjoining units which are or will be owned by the same party or parties, and provided that any provisions or conditions imposed by the board are fully complied with by such owner, including without restricting the generality of the foregoing all of the provisions of Section 3.07(f)(1)-(ix). In removing all or any portion of any such demising or partition wall as aforesaid no owner shall remove any fire protection around any steel columns in the building.

Section 4.07 - Payment of Costs being the Unit Owner's Responsibility

Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, each of the owners shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the following:

- (i) the cost of maintaining and repairing all mechanical, electrical, heating, cooling and refrigeration equipment, fixtures and systems, and all appurtenances thereto, which provide or monitor heat, air conditioning or refrigeration service exclusively to his unit (regardless of whether such equipment, fixtures or systems lie within or beyond the boundaries of such unit, as monumented in Schedule "C" of this Declaration); and
- (ii) the cost of all water, hydro, electric and/or gas consumption to his unit.

It is understood that the foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which an owner is directly responsible and is given without restricting or limiting in any manner the various costs or expenses for which an owner will be directly responsible pursuant to the Act or other provisions of this Declaration. Forthwith following the Corporation's receipt of any bulk utility bill, the Corporation shall issue and submit its own separate invoice to each of the owners, reflecting each owners proportionate share of the bulk utility bill consumed by such owner determined or established pursuant to the reading taken by or on behalf of the Corporation. Each owner shall be obliged to pay to the Corporation his proportionate share of the bulk utility bill with his next monthly contribution towards common expenses. All payments pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

The Corporation may issue and submit its own separate invoice to the owner or owners of Units 5, 6, 7 and 8 on Level 1, reflecting the owners' proportionate share or, as the case may be, the aggregate share of any bulk utility bill for any utility consumed by each such unit or units determined or established pursuant to the reading taken by or on behalf of the Corporation by check or consumption meters appurtenant to each such unit or units. Each owner shall be obliged to pay to the Corporation its proportionate share of the bulk utility bill with its next monthly contribution towards common expenses. All payments pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

In the event the Corporation, acting reasonably, determines that any owner's consumption of any utility under a bulk utility is disproportionate to the consumption of any such utility by other unit owners, the Corporation may request that such owner, at such owner's sole cost and expense, install a consumption or check meter appurtenant to its unit and the Corporation shall invoice such owner

for the utility consumed by such owner based on the reading taken by or on behalf of the Corporation of the consumption or check meter so installed. In the event any owner after being requested by the Corporation to install such consumption or check meter fails or refuses to do so, the Corporation shall have the right to estimate the amount of any such utility disproportionately consumed by such owner and invoice such owner for such amount accordingly. All payments pursuant to this paragraph are deemed to be additional contributions towards the common expenses and are recoverable as such.

#### ARTICLE 5 - MAINTENANCE AND REPAIRS

##### Section 5.01 - Maintenance of Unit by Owner

Each owner shall maintain his unit, and the exclusive use areas of the common elements, and subject to the provisions of the Act and of this Declaration, each owner shall repair his unit and the exclusive use areas of the common elements after damage, all at his own expense. Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit. Notwithstanding that they may be part of the common elements, each owner shall maintain the interior surfaces of doors which provide means of ingress and egress from the unit owned by such owner and interior surfaces of all windows.

##### Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with this Declaration; and in such an event or events, an owner shall be deemed to have consented to have repairs done to his unit by the Corporation, and shall also consent to any enforcement of this Declaration by the Corporation. All payments incurred by the Corporation pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

##### Section 5.03 - Repairs and Maintenance of Common Elements by the Corporation

Subject to the provisions of the Act, the Corporation shall repair and maintain the common elements, including repairs and maintenance to all windows and all doors which provide the means of ingress to and egress from a unit, but the Corporation shall not be responsible for the maintenance of those parts of the common elements which are required to be maintained by an owner pursuant to Section 5.01 hereof. Furthermore, where there is any default by any unit owner pursuant to the terms of Section 3.07(d) hereof, then the Corporation may reinstate the common elements to the same condition as the common elements existed prior to the unauthorized alteration, work, repair, decoration, painting, or maintenance and all costs of reinstatement including any legal costs shall be reimbursed by the defaulting unit owner forthwith upon demand and if not so done may be collected in the same fashion as provided for in Section 5.02 hereof together with interest as therein provided for.

##### Section 5.04 - Further Maintenance

The Corporation shall further maintain, repair, replace and regulate or adjust the heating, air-conditioning and ventilation equipment, including without limitation all thermostatic controls (notwithstanding that such equipment has been installed for the sole benefit of a unit or is situate wholly within a unit), such maintenance to also include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections, to be determined by the board and for the purposes of this subsection the Corporation shall have access to any unit.

ARTICLE 6 - INSURANCE

Section 6.01 - By the Corporation - The Corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the board may from time to time deem advisable, insuring the Property but excluding improvements and betterments made or acquired by an owner. Insurance on the Property shall be in an amount equal to the full replacement cost thereof, without deduction for depreciation but otherwise may be subject to a loss deductible clause as determined by the board from time to time, which deductible shall be the responsibility of the Corporation in the event of a claim.
- (b) Personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners in an amount equal to the replacement cost of such personal property, without deduction for depreciation but otherwise may be subject to a loss deductible clause as determined by the board from time to time, which deductible shall be the responsibility of the Corporation in the event of a claim. Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:
  - (i) waivers of subrogation against the Corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
  - (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
  - (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than TWO MILLION DOLLARS (\$2,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use of occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required, as the board may from time to time deem advisable.

6.02 - General Provisions

By the Owner - It is acknowledged that the foregoing insurance as described in Section 6.01 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, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and

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chattels of the owner contained within his unit and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

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

#### ARTICLE 7 - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

##### Section 7.01 - Insurance Trust Agreement

The Corporation shall enter into an agreement (the "Insurance Trust Agreement") with an insurance trustee (the "Insurance Trustee") which shall be a Trust Company registered under the Loan and Trust Corporation Act, or shall be a Chartered Bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of TEN THOUSAND (\$10,000.00) DOLLARS payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

#### ARTICLE 8 - RIGHTS OF ENTRY

##### Section 8.01 - Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs and replacements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, for the purpose of complying with any governmental statutes, regulations, by-laws, rules or ordinances, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of

repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.

- (c) If an owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

**ARTICLE 9 - RECOVERIES**

**Section 9.01 - Recovery of Costs**

An owner shall reimburse the Corporation in full for the cost of enforcement of or compliance with any provision of this Declaration or the Act against any particular owner, including any legal or collection costs incurred by the Corporation and all such sums of money shall bear interest at the Prime Rate plus 5%, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions toward the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

**Section 9.02 - Liability of Unit Owner**

Each owner of a unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent that such expense is not met by the proceeds of any policy of insurance carried by the Corporation. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

**Section 9.03 - Rights are Cumulative**

All rights, remedies and privileges granted to the Corporation, or its agents, or any owner of a unit, pursuant to any terms, provisions, covenants or conditions of the Act, the Declaration, the by-laws or Rules of the Corporation shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party hereunder or under the Act, the by-laws or Rules or at law or in equity.

**ARTICLE 10 - INDEMNIFICATION**

**Section 10.01**

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his

tenants, customers, guests, invitees or licensees to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and are recoverable as such.

#### ARTICLE 11 - MISCELLANEOUS

##### Section 11.01 - Notice of Future Sale Provided by Unit Owners

Every owner (save and except for the Declarant) shall at least 15 days prior to marketing his unit or offering same for sale to the public (other than to a member of his family or to a party who is designated under the Income Tax Act (Canada) as being a related person to such owner), notify the Corporation in writing of his intention to sell his unit as aforesaid.

##### Section 11.02 - Invalidity

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

##### Section 11.03 - Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws or any other Rules and regulations 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 11.04 - Construction of Declaration

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

##### Section 11.05 - Headings

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

##### Section 11.06 - Notice

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

- (a) to an owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the owner) either personally or by ordinary mail, postage prepaid, addressed to the owner at the address for service given by the owner to the Corporation for the purposes of notice, 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, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by delivery or ordinary mail, postage prepaid; and
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally or by

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ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out.

IF such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 5th business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by giving notice to the Corporation in the manner as aforesaid.

**Section 11.07 - Schedules**

The following are the schedules attached to and incorporated in this Declaration by reference and are deemed to be a part hereof:

- Schedule "A" - Legal Description of Lands
- Schedule "B" - Consent of Mortgagees
- Schedule "C" - Unit Boundaries
- Schedule "D" - Common Interest Proportions
- Schedule "E" - Specification of Common Expenses
- Schedule "F" - Exclusive Use Portions of the Common Elements

DATED at Toronto, this 6th day of October, 1992.

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

618100 ONTARIO LIMITED

Per: *[Signature]*  
Name: Y. Eren  
Title: Secretary

I have authority to bind the Corporation.





Phase 1

## SCHEDULE 'A'

In the City of North York, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of Part of Block J, according to a plan registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Plan M-864, designated as PARTS 1, 2, 3, 4, 5, 15, 17, 22 and 24 upon a plan of survey of record deposited in the said Land Registry Office as Plan 66R-16437.

The boundary of the west limit of Garvais Drive has been confirmed under the Boundaries Act by Plan BA-1365, registered as Plan D-538, Instrument No. A721241.

TOGETHER WITH a right-of-way, or right in the nature of an easement, over, along and upon that part of Block J, upon the said Registered Plan M-864, designated as PART 23 upon the said Plan 66R-16437, necessary for the purposes of vehicular and pedestrian ingress and egress,

TOGETHER WITH a temporary right-of-way, or right in the nature of a temporary easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PARTS 6 and 7 upon said Plan 66R-16437, necessary for the purposes of providing pedestrian ingress and egress.

TOGETHER WITH a right of support in and through all structural members, load bearing walls, columns, footings, foundations and floor slabs constructed within that part of the said Block J, upon Registered Plan M-864, designated as PART 6 upon said Plan 66R-16437.

TOGETHER WITH a right-of-way, or right in the nature of an easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PARTS 9, 18, 23 and 25 upon said Plan 66R-16437, for the access of persons, vehicles, materials and equipment which is necessary for the maintenance, repair, inspection and reconstruction of the building constructed within the hereinbefore described lands, being designated as PARTS 1, 2, 3, 4, 5, 15, 17, 22 and 24 upon Plan 66R-16437.

TOGETHER WITH a right-of-way, or right in the nature of an easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PART 5 upon said Plan 66R-16437, for the access of persons, vehicles, materials and equipment for the purposes of maintaining, repairing, operating and inspecting any mechanical or electrical service or utility installation, including gas mains, water mains, electrical wires, cables, conduits, telephone and cable television cables, wires and conduits, and storm and sanitary sewers, all of which are necessary to the operation of the building constructed within the hereinbefore described lands, being said PARTS 1, 2, 3, 4, 5, 15, 17, 22 and 24 upon Plan 66R-16437.

SUBJECT TO an easement in favour of The Corporation of The Township of North York over that part of the said Block J, upon Registered Plan M-864, designated as PART 17 upon said Plan 66R-16437, for the purposes as set out in Instrument No. A66700.

RESERVING rights-of-way, or rights in the nature of easements, in favour of the owners, their successors and assigns, of Part of Blocks J and K upon said Registered Plan M-864, designated as PARTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 23 and 25, upon said Plan 66R-16437 which are as follows:

Phase 1

- (a) a right-of-way, or right in the nature of an easement, in and through the common elements on Levels 1, 2, 3 and A of this condominium for access of persons, vehicles, materials and equipment for the purposes of maintaining, constructing, repairing and operating any mechanical or electrical service or utility installation and equipment, including gas mains, water mains, electrical wires, cables and conduits, telephone and cable television cables, wires and conduits, fire alarm systems, sumps and storm and sanitary sewers, all of which are necessary to the operation of the building or buildings, constructed, or to be constructed, within the hereinbefore described lands, being designated as PARTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 23 and 25 upon said Plan 66R-16437.
- (b) a right-of-way, or right in the nature of an easement, in and through the common elements on Levels 1 and A of this condominium, for the purposes of emergency pedestrian egress.
- (c) a right-of-way, or right in the nature of an easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PARTS 2, 3, 4, 5 and 24 upon said Plan 66R-16437, for the access of persons, vehicles, materials and equipment for the purposes of maintaining, repairing and constructing the building, or buildings, constructed, or to be constructed, within the hereinbefore described lands, designated as PARTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 23 and 25 upon said Plan 66R-16437.
- (d) a right-of-way, or right in the nature of an easement, in and through that part of the said Block J, upon Registered Plan M-864, designated as PART 5 upon said Plan 66R-16437, for the purposes of pedestrian ingress and egress.
- (e) a right-of-way, or right in the nature of an easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PARTS 3, 4 and 24 upon said Plan 66R-16437, for the purposes of vehicular and pedestrian ingress and egress.
- (f) a right-of-way, or right in the nature of an easement, in, over, along and through that part of the said Block J, upon Registered Plan M-864, designated as PART 3 upon said Plan 66R-16437, for the purposes of loading and off-loading.
- (g) a right-of-support in and through all structural members, columns, footings, foundations, floor slabs and load bearing walls constructed within the common elements on Levels 1, 2, 3 and A of this condominium, which is necessary for the support of the building, or buildings, constructed, or to be constructed, within the hereinbefore described lands, being designated as PARTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 23 and 25 upon said Plan 66R-16437.

Being Part of Pin 10133-0003 (LT).

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A-3

Page 1

"In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the easements described exist in law and the declarant is the registered owner of the land and appurtenant easements."

Dated at Toronto, this 6th day of October, 1992

Macaulay, Chusick & Friedman

  
\_\_\_\_\_  
Jeffrey M. Silver  
Barrister and Solicitor

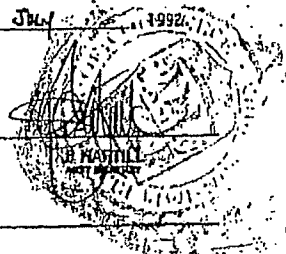
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SCHEDULE "B"

23  
CONSENT OF MORTGAGEE UNDER CLAUSE b OF  
SUBSECTION 1 OF SECTION 3 OF THE CONDOMINIUM ACT

CANADIAN IMPERIAL BANK OF COMMERCE, having a registered mortgage within the meaning of Clause b, of Subsection 1 of Section 3 of the Condominium Act, R.S.O. 1990, c. 26 registered as number C598974 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), hereby consents to the registration of this Declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the description:

DATED at Toronto, the ~~2ND~~ day of JULY, 1992.



Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Bank.

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SCHEDULE "B"  
CONSENT OF MORTGAGEE UNDER CLAUSE b OF  
SUBSECTION 1 OF SECTION 3 OF THE CONDOMINIUM ACT

CANADIAN IMPERIAL BANK OF COMMERCE, having a registered mortgage within the meaning of Clause b, of Subsection 1 of Section 3 of the Condominium Act, R.S.O. 1990, c. 26 registered as number C491116 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), hereby consents to the registration of this Declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the description.

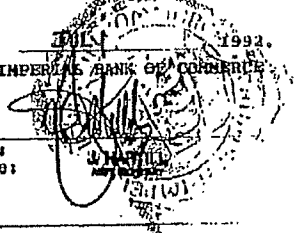
DATED at Toronto, the 22<sup>ND</sup> day of JULY, 1992.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the Bank.



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SCHEDULE 'C'

Each Commercial Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines shown on Part 2, Sheets 1 to 6 inclusive 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 2, Sheets 1 to 6 inclusive of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF COMMERCIAL UNITS  
 (being Units 1 to 15 inclusive on Level 1, Units 1 to 15 inclusive on Levels 2, 3, 4 and 5, Units 1 to 20 inclusive on Level 6, and Units 1 to 20 inclusive on Level 7).

Horizontally

- (a) The upper surfaces and plane of the concrete floor slab.
- (b) The lower surfaces and planes of the suspended T-Bar ceiling and production.

Vertically

- (a) The backside surface and plane of the drywall sheathing on walls separating the unit from the common element.
- (b) The unit side surfaces of all exterior doors, door frames and window frames, said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
- (c) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosed said ducts, pipe spaces and columns.
- (d) The plane established by measurement.

Notwithstanding the above, a Commercial Unit shall include all pipes, wires, cables, conduits and ducts or similar apparatus that supply any service to that particular unit only.

Notwithstanding anything hereinbefore provided to the contrary, each Unit shall exclude:

- (a) All concrete, concrete block or masonry portions of load bearing walls or columns located within the unit as hereinbefore defined.
- (b) All pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any particular unit as hereinbefore set out, but which do not service that particular unit.

2. BOUNDARIES OF PARKING UNITS  
 (being Units 16 to 141 inclusive on Level 1, Units 17 to 69 inclusive on Level 2, Units 17 to 90 inclusive on Level 3, and Units 1 to 108 inclusive on Level A.)

Horizontally

- (a) The upper surface and plane of the concrete garage floor slab.
- (b) The upper surface of the concrete garage roof slab and production for Units 111 to 129 inclusive on Level 1.
- (c) The upper limit for all units shall be the plane 1.90 metres perpendicularly distant from and parallel to the upper unfinished surface of the concrete floor slab, excepting Units 111 to 129 inclusive on Level 1, where said plane is 2.50 metres above the concrete garage roof slab, and excepting Units 90 to 110 and Units 130 to 141 inclusive on Level 1 where there are no upper and lower limits.

Vertically

- (a) The face and plane of the concrete curb and production thereof for Units 111 to 141 inclusive on Level 1.
- (b) The unit side surface of the concrete or concrete block walls or unfinished walls.
- (c) The plane established by measurement.
- (d) The plane defined by the line and face of the concrete columns and production thereof.
- (e) The plane defined by the centre-line of the concrete columns and production thereof.

Provided that each Parking Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same as well as any concrete curbs, concrete columns, fire hose cabinets and steel guard rails abutting such columns, concrete walls or load bearing walls which may be located within any such Parking Unit(s).

3. BOUNDARIES OF STORAGE UNITS  
(being Units 109 and 110 on Level A.)

Horizontally

- (a) The upper surface and plane of the concrete floor slab.
- (b) The lower surface and plane of the steel plate.

Vertically

- (a) The unit side surface of the concrete or block masonry walls on unfinished walls.
- (b) The backside surface and plane of drywall sheathing on finished walls.
- (c) The unit side surface and plane of the door and door frame, said door being in a closed position.

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Provided that the Storage Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any unit or to the common elements, and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same.

August 31, 1992  
DATED

R. Avis  
R. Avis, Ontario Land Surveyor

August 31, 1992  
Ref: 569-0  
File: 058B



SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
1	1	0.6844509157
2	1	0.6811323572
3	1	1.2293656487
4	1	1.0289966683
5	1	1.2469455411
6	1	0.7481531691
7	1	0.7461090347
8	1	0.7508026204
9	1	0.5781428697
10	1	0.7450793842
11	1	1.2534191949
12	1	1.0606874913
13	1	1.4861682407
14	1	0.6889423659
15	1	0.6922996838
1	2	0.6811323572
2	2	0.6820718501
3	2	1.2551752418
4	2	1.0334935953
5	2	1.2532898353
6	2	0.7641198271
7	2	0.7481582246
8	2	0.7543159055
9	2	0.7420005438
10	2	0.7440531040
11	2	1.2533408336
12	2	1.0590288394
13	2	1.1617238446
14	2	0.6867693146
15	2	0.6880306786
16	2	0.6941288694
1	3	0.6975127291
2	3	0.6883255867
3	3	1.2387235036
4	3	1.0294550397
5	3	1.2558644042
6	3	0.7528809670
7	3	0.7528809670
8	3	0.7528809670
9	3	0.7616577658
10	3	0.7616577658
11	3	1.2529515549
12	3	1.0568418899
13	3	1.0464358474
14	3	0.6883255867
15	3	0.6883255867
16	3	0.6679073275
1	4	0.6984522220
2	4	0.6975127291
3	4	1.2426833831
4	4	1.0313382385
5	4	1.2564702297
6	4	0.7534985088
7	4	0.7518538443
8	4	0.7528809670
9	4	0.7518538443
10	4	0.7518538443
11	4	1.2529818883
12	4	1.0585869032
13	4	1.1659132247
14	4	0.6886483004
15	4	0.6892659222
16	4	0.6539834528

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SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
1	5	0.6984522220
2	5	0.6975127291
3	5	1.2426853831
4	5	1.031382305
5	5	1.2564702297
6	5	0.7534985888
7	5	0.7518538443
8	5	0.7528809670
9	5	0.7518538443
10	5	0.7518538443
11	5	1.2529818883
12	5	1.0545069032
13	5	1.1659132247
14	5	0.6886483004
15	5	0.6892659222
16	5 ✓	0.6361504479
1	6	0.6975127291
2	6	0.6877088075
3	6	0.6173959788
4	6	0.7330210138
5	6	0.7020463961
6	6	0.7332645236
7	6	0.6196322246
8	6	0.7518538443
9	6	0.7528809670
10	6	0.7528809670
11	6	0.7518538443
12	6	0.7518538443
13	6	0.6159366050
14	6	0.7340253865
15	6	0.7253390794
16	6	0.6458259610
17	6	0.6238713170
18	6	0.6987462875
19	6	0.6877088075
20	6	0.6450864971
1	7	0.6880306786
2	7	0.4968959499
3	7	0.6196322246
4	7	0.7749611568
5	7	0.6918543726
6	7	0.7336538023
7	7	0.6196322246
8	7	0.7518538443
9	7	0.7626848886
10	7	0.7626848886
11	7	0.7637120113
12	7	0.7528809670
13	7	0.6167791996
14	7	0.7319458632
15	7	0.7255657374
16	7	0.6483562723
17	7	0.6251048762
18	7	0.6898835440
19	7	0.6980223302
20	7 ✓	0.6461350217



31

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
75	A	0.0049019608
76	A	0.0049019608
77	A	0.0049019608
78	A	0.0049019608
79	A	0.0049019608
80	A	0.0049019608
81	A	0.0049019608
82	A	0.0049019608
83	A	0.0049019608
84	A	0.0049019608
85	A	0.0049019608
86	A	0.0049019608
87	A	0.0049019608
88	A	0.0049019608
89	A	0.0049019608
90	A	0.0049019608
91	A	0.0049019608
92	A	0.0049019608
93	A	0.0049019608
94	A	0.0049019608
95	A	0.0049019608
96	A	0.0049019608
97	A	0.0049019608
98	A	0.0049019608
99	A	0.0049019608
100	A	0.0049019608
101	A	0.0049019608
102	A	0.0049019608
103	A	0.0049019608
104	A	0.0049019608
105	A	0.0049019608
106	A	0.0049019608
107	A	0.0049019608
108	A	0.0049019608

16	1	0.0049019608
17	1	0.0049019608
18	1	0.0049019608
19	1	0.0049019608
20	1	0.0049019608
21	1	0.0049019608
22	1	0.0049019608
23	1	0.0049019608
24	1	0.0049019608
25	1	0.0049019608
26	1	0.0049019608
27	1	0.0049019608
28	1	0.0049019608
29	1	0.0049019608
30	1	0.0049019608
31	1	0.0049019608
32	1	0.0049019608
33	1	0.0049019608
34	1	0.0049019608
35	1	0.0049019608
36	1	0.0049019608
37	1	0.0049019608
38	1	0.0049019608

31

SCHEDULE "D" TO THE DECLARATION

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
39	1	0.0049019608
40	1	0.0049019608
41	1	0.0049019608
42	1	0.0049019608
43	1	0.0049019608
44	1	0.0049019608
45	1	0.0049019608
46	1	0.0049019608
47	1	0.0049019608
48	1	0.0049019608
49	1	0.0049019608
50	1	0.0049019608
51	1	0.0049019608
52	1	0.0049019608
53	1	0.0049019608
54	1	0.0049019608
55	1	0.0049019608
56	1	0.0049019608
57	1	0.0049019608
58	1	0.0049019608
59	1	0.0049019608
60	1	0.0049019608
61	1	0.0049019608
62	1	0.0049019608
63	1	0.0049019608

SCHEDULE "D" TO THE DECLARATION

UNIT LEVEL

PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)

33

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
64	1	0.0049019608
65	1	0.0049019608
66	1	0.0049019608
67	1	0.0049019608
68	1	0.0049019608
69	1	0.0049019608
70	1	0.0049019608
71	1	0.0049019608
72	1	0.0049019608
73	1	0.0049019608
74	1	0.0049019608
75	1	0.0049019608
76	1	0.0049019608
77	1	0.0049019608
78	1	0.0049019608
79	1	0.0049019608
80	1	0.0049019608
81	1	0.0049019608
82	1	0.0049019608
83	1	0.0049019608
84	1	0.0049019608
85	1	0.0049019608
86	1	0.0049019608
87	1	0.0049019608
88	1	0.0049019608
89	1	0.0049019608
90	1	0.0049019608
91	1	0.0049019608
92	1	0.0049019608
93	1	0.0049019608
94	1	0.0049019608
95	1	0.0049019608
96	1	0.0049019608
97	1	0.0049019608
98	1	0.0049019608
99	1	0.0049019608
100	1	0.0049019608
101	1	0.0049019608
102	1	0.0049019608
103	1	0.0049019608
104	1	0.0049019608
105	1	0.0049019608
106	1	0.0049019608
107	1	0.0049019608
108	1	0.0049019608
109	1	0.0049019608
110	1	0.0049019608
111	1	0.0049019608
112	1	0.0049019608
113	1	0.0049019608
114	1	0.0049019608
115	1	0.0049019608
116	1	0.0049019608
117	1	0.0049019608
118	1	0.0049019608
119	1	0.0049019608
120	1	0.0049019608
121	1	0.0049019608
122	1	0.0049019608
123	1	0.0049019608
124	1	0.0049019608
125	1	0.0049019608
126	1	0.0049019608
127	1	0.0049019608
128	1	0.0049019608
129	1	0.0049019608
130	1	0.0049019608
131	1	0.0049019608
132	1	0.0049019608
133	1	0.0049019608
134	1	0.0049019608

33

SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTEREST  
AND OF CONTRIBUTION TO COMMON  
EXPENSES (EXPRESSED AS  
PERCENTAGES TO EACH UNIT)

34

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
135	1	0.0049019608
136	1	0.0049019608
137	1	0.0049019608
138	1	0.0049019608
139	1	0.0049019608
140	1	0.0049019608
141	1	0.0049019608
17	2	0.0049019608
18	2	0.0049019608
19	2	0.0049019608
20	2	0.0049019608
21	2	0.0049019608
22	2	0.0049019608
23	2	0.0049019608
24	2	0.0049019608
25	2	0.0049019608
26	2	0.0049019608
27	2	0.0049019608
28	2	0.0049019608
29	2	0.0049019608
30	2	0.0049019608
31	2	0.0049019608
32	2	0.0049019608
33	2	0.0049019608
34	2	0.0049019608
35	2	0.0049019608
36	2	0.0049019608
37	2	0.0049019608
38	2	0.0049019608
39	2	0.0049019608
40	2	0.0049019608
41	2	0.0049019608
42	2	0.0049019608
43	2	0.0049019608
44	2	0.0049019608
45	2	0.0049019608
46	2	0.0049019608
47	2	0.0049019608
48	2	0.0049019608
49	2	0.0049019608
50	2	0.0049019608
51	2	0.0049019608
52	2	0.0049019608
53	2	0.0049019608
54	2	0.0049019608
55	2	0.0049019608
56	2	0.0049019608
57	2	0.0049019608
58	2	0.0049019608
59	2	0.0049019608
60	2	0.0049019608
61	2	0.0049019608
62	2	0.0049019608
63	2	0.0049019608
64	2	0.0049019608
65	2	0.0049019608
66	2	0.0049019608
67	2	0.0049019608
68	2	0.0049019608
69	2	0.0049019608
17	3	0.0049019608
18	3	0.0049019608
19	3	0.0049019608
20	3	0.0049019608
21	3	0.0049019608

34

SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTEREST  
AND OF CONTRIBUTION TO COMMON  
EXPENSES (EXPRESSED AS  
PERCENTAGES TO EACH UNIT)

35

UNIT NUMBER	LEVEL	PROPORTION OF COMMON INTEREST AND OF CONTRIBUTION TO COMMON EXPENSES (EXPRESSED AS PERCENTAGES TO EACH UNIT)
22	3	0.0049019608
23	3	0.0049019608
24	3	0.0049019608
25	3	0.0049019608
26	3	0.0049019608
27	3	0.0049019608
28	3	0.0049019608
29	3	0.0049019608
30	3	0.0049019608
31	3	0.0049019608
32	3	0.0049019608
33	3	0.0049019608
34	3	0.0049019608
35	3	0.0049019608
36	3	0.0049019608
37	3	0.0049019608
38	3	0.0049019608
39	3	0.0049019608
40	3	0.0049019608
41	3	0.0049019608
42	3	0.0049019608
43	3	0.0049019608
44	3	0.0049019608
45	3	0.0049019608
46	3	0.0049019608
47	3	0.0049019608
48	3	0.0049019608
49	3	0.0049019608
50	3	0.0049019608
51	3	0.0049019608
52	3	0.0049019608
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62	3	0.0049019608
63	3	0.0049019608
64	3	0.0049019608
65	3	0.0049019608
66	3	0.0049019608
67	3	0.0049019608
68	3	0.0049019608
69	3	0.0049019608
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71	3	0.0049019608
72	3	0.0049019608
73	3	0.0049019608
74	3	0.0049019608
75	3	0.0049019608
76	3	0.0049019608
77	3	0.0049019608
78	3	0.0049019608
79	3	0.0049019608
80	3	0.0049019608
81	3	0.0049019608
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83	3	0.0049019608
84	3	0.0049019608
85	3	0.0049019608
86	3	0.0049019608
87	3	0.0049019608
88	3	0.0049019608
89	3	0.0049019608
90	3	0.0049019608

35



SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTEREST  
AND OF CONTRIBUTION TO COMMON  
EXPENSES (EXPRESSED AS  
PERCENTAGES TO EACH UNIT)

UNIT  
NUMBER      LEVEL

STORAGE UNITS

109    A  
110    A ✓

0.0049019608  
0.0049019608

TOTAL

100.0000000000

The undersigned confirms that the above-noted  
figures have been checked

DATE: October 6, 1992

618100 ONTARIO LIMITED

per:

[Signature]  
Y. Lopez (Secretary)



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SCHEDULE "E"  
SPECIFICATION OF COMMON EXPENSES

37

Common expenses shall include the following:

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the by-laws or Rules of the Corporation.

(b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:

- garbage collection, cleaning and janitorial services,
- insurance premiums,
- electricity respecting common elements,
- water respecting common elements,
- waste disposal,
- maintenance materials, tools and supplies,
- water and sewage, unless separately metered for each unit,
- electricity unless, separately metered for each unit,
- fuel including gas and oil, unless separately metered for each unit,
- snow removal and landscaping,
- realty taxes (including local improvement charges) levied against the entire Property until such time as taxes are levied against each unit
- exterior window washing
- parking enforcement

(c) 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 in or about the common elements.

(d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.

(e) All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

(f) Remuneration and benefits payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the Property.

(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 the common elements and assets of the Corporation.

(h) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections 3, 4 and 5 of Section 38 of the Act.

(i) The fees and disbursements of the Insurance Trustee, if any and the cost of insurance appraisals.

(j) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws.

(k) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

37

(l) 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), and against those parts of the common elements that are leased for business purposes upon which the lessee carried on an undertaking for gain.

(m) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all unit owners and their respective tenants, residents, licensees or invitees.

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SCHEDULE 'F'

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

- (a) the owners of Commercial Units 5 to 8, both inclusive, on Level 1 shall have the exclusive use in common of that portion of the common element designated as "C1", and as illustrated on Part 3, Sheet 1 of the Description.
- (b) the owner, or owners, of certain Commercial Units shall have the exclusive use of a parking space and/or parking spaces, as illustrated on Part 3, Sheets 1 and 2 of the Description, and are as designated and assigned below.

<u>UNIT NO.</u>	<u>LEVEL</u>	<u>PARKING SPACE NO.</u>	<u>LEVEL</u>
3	2	P12, P13, P14	A
6	2	P20, P21	2
16	2	P8, P9	A
1	3	P1, P2	2
8	3	P3, P4	2
9	3	P15, P16	A
10	3	P17, P18	A
16	3	P5, P6	2
1	4	P19, P20	A
2	4	P21, P22	A
16	4	P7, P8	2
1	5	P1	A
1	5	P13	2
2	5	P9, P10	2
1	6	P6, P7	A
18	6	P4, P5	A
20	6	P23, P24	A
2	7	P2, P3	A
9	7	P18, P19	2
10	7	P16, P17	2
11	7	P14, P15	2
19	7	P11, P12	2
20	7	P10, P11	A

August 31, 1992  
 Ref: 569-0  
 File: 033B

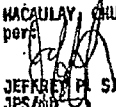
39

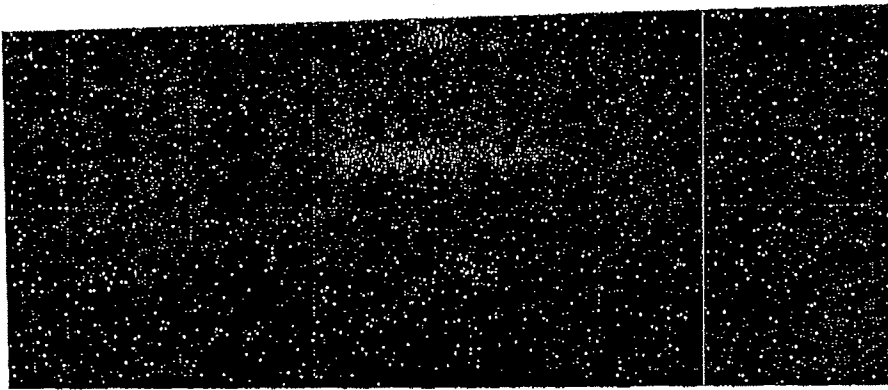
Page 2

We trust the above is in order and we would appreciate your assistance in registering the Declaration as soon as possible. In the event that you have any further questions or comments please do not hesitate to contact us.

Yours very truly,

MACAULAY, CHUSID & FRIEDMAN  
per:

  
JEFFREY P. SILVER  
JPS/mb  
encl.



*Macaulay, Chusid & Friedman*

40

BARRISTERS AND SOLICITORS

WILLIAM P. FRIEDMAN  
PETER R. O'DONOGHUE  
ISHTY E. B. PECK  
OTYEN P. WESTFENT  
PUTTI M. RAMPOFORT  
MICHAEL R. KASIKARD  
STEVEN G. CLOUTIER  
\* MEMBER OF THE BAR OF ONTARIO

MILES D. O'NEILL, O.C.  
ARTHUR L. SHAPIRO  
RONALD R. BIDDALL  
BARBARA A. P. SUDZIL  
THOMAS J. DORSEY  
JEFFREY H. CITROW

MURVEY JOSEPH  
GARY E. ABLEMAN  
EDL A. RAUJMAN  
CLAY M. CALAMARA  
PAUL D. JAMES  
JOEL S. ERCHIN

J. JOHN O'DONOGHUE  
JACK O'DONOGHUE  
JEFFREY A. BISHOP  
AND DEWITT THIEL P  
GARY GOTTLEBER  
ROSE M. BRIDGEMAN

BURK DOG  
30 ST. CLAIR AVENUE WEST  
TORONTO, ONTARIO  
M4V 3A1

TELEPHONE (416) 593-4890  
FACSIMILE (416) 323-7925

COUNSELL: ROBERT W. MACAULAY, O.C. RICHARD P. COOPER, O.C.  
LARRY CHORSEMER, O.C. PHILIP R. EPSTEIN, O.C.

DIRECT LINE (416)

October 6, 1992

DELIVERED BY HAND

Land Registry Office for the  
Land Titles Division of Metropolitan  
Toronto (No. 65)  
20 Dundas Street West  
Suite 420  
4th Floor  
Toronto, Ontario  
M5G 2C2

Dear Sirs:

Re: 618100 Ontario Limited  
Condominium Project M.C.C.R. File No. X-9216  
~~889 Don Mills Road (now 18 Wynford Drive), Don Mills, Ontario~~

Further to our discussions we are enclosing the following:

1. Two (2) executed copies of the Declaration for registration;
2. Certified cheque payable to the Treasurer of Ontario in the amount of \$2,437.00 to cover your fees for registration;
3. Architectural and Structural Crossflexes; and
4. The draft Declaration earlier submitted to you with your comments thereon.

As also requested, please note the following particulars of the Declarant:

- (1) Developer - 618100 Ontario Limited;
- (11) Trade Name - same as above; and
- (111) Municipal Address of Condominium -- 18 Wynford Drive, Don Mills, Ontario, M3C 3S2.

40

0349755

CERTIFICATE OF RECEIPT  
RECEIVED  
METRO. TOWER (166)  
CENTRAL BANK OF CANADA  
DE TORONTO

'92 10 15 25

Deputy Clerk  
LAND REGISTRATION STRATER

original

DECLARATION

THE CONDOMINIUM ACT

METROPOLITAN TORONTO CONDOMINIUM PLAN No. 1537

NEW PROPERTY IDENTIFIERS 12037

RECENTLY : 10133 0003

DECLARANT : 618000 Ontario Limited

SOLICITOR :  
McCaully, Chama & Freedman  
Suite 1900, 30 St. Clair Ave. W.  
Toronto, Ont.  
Jeffrey Silverman 965 8990

NO. OF UNITS : 482

FEES : X5 = 2437

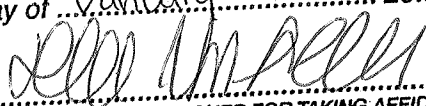
PAGE 42 OF 42 PAGES

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#2437.00  
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42

TAB B



This is Exhibit B referred to in the  
affidavit of Dalechand Narain  
sworn before me, this 14<sup>th</sup>  
day of January 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein



LAND REGISTRY OFFICE #66

12037-0001 (LPT)

PAGE 1 OF 4  
PREPARED FOR JMcohen1  
ON 2015/01/09 AT 16:22:54

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION: UNIT 1, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTS AND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755, CITY OF TORONTO

PROPERTY REMARKS:  
RECENTLY:  
CONDOMINIUM FROM 10133-0066  
PIN CREATION DATE:  
1992/10/07

OWNERS' NAMES  
WYNFORD PROFESSIONAL CENTRE LTD.  
CAPACITY SHARE  
RORR

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1992/10/06 ON THIS PIN**						
**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1992/10/07**						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 1992/10/07 **						
A65993	1961/01/19	NOTICE		*** DELETED AGAINST THIS PROPERTY *** WHITEHAVEN REALTY LIMITED	THE CORPORATION OF THE TOWNSHIP OF NORTH YORK	
C374819	1987/05/01	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
REMARKS: ASSIGNMENT OF RENTS (C373450)						
C491116	1988/07/29	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	CANADIAN IMPERIAL BANK OF COMMERCE	
C598974	1989/09/27	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	CANADIAN IMPERIAL BANK OF COMMERCE	
CT17178	1991/06/26	CERT PENDING LIT		*** DELETED AGAINST THIS PROPERTY *** HILLSIDE MEDICAL BUILDING LIMITED		
CT65717	1992/03/23	NOTICE		*** DELETED AGAINST THIS PROPERTY *** HER MAJESTY THE QUEEN (ONTARIO)		
REMARKS: LIEN UNDER CORPORATION TAX ACT.						
D349755	1992/10/06	DECLARATION CONDO	618100	ONTARIO LIMITED		C
WTCE1037	1992/10/06	PLAN CONDOMINIUM				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



12037-0001 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REQ. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
D365218	1993/03/27	APL (GENERAL) REMARKS: C374819		*** COMPLETELY DELETED *** 618100 ONTARIO LIMITED		
D371043	1993/03/16	BYLAW REMARKS: BYLAW # 1		METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037		C
D371044	1993/03/16	BYLAW REMARKS: BYLAW # 2		METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037		C
D371045	1993/03/16	BYLAW REMARKS: BY-LAW # 3		METROPOLITAN TORONTO CONDOMINIUM CORPORATION PLAN NO. 1037		C
D371046	1993/03/16	BYLAW REMARKS: BYLAW # 4		METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037		C
D375217	1993/04/23	APL (GENERAL) REMARKS: C717178		*** COMPLETELY DELETED *** 618100 ONTARIO LIMITED		
D439608	1994/10/03	TRANS POWER SALE		*** COMPLETELY DELETED *** COOPERS & LYBRAND LIMITED RECEIVER AND MANAGER OF 618100 ONTARIO LIMITED	1069180 ONTARIO LIMITED	
D439691	1994/10/03	CHARGE REMARKS: C598974 DELETED		*** COMPLETELY DELETED *** 1069180 ONTARIO LIMITED	INCOME LINE LTD.	
D439736	1994/10/04	DISCH OF CHARGE REMARKS: RE: C491116		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
D439737	1994/10/04	DISCHARGE INTEREST REMARKS: C765717		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN (ONTARIO)		
D444011	1994/11/17	NOTICE REMARKS: RENTS: D439691		*** DELETED AGAINST THIS PROPERTY *** 1069180 ONTARIO LIMITED	INCOME LINE LTD.	
D682460	1999/10/26	CERT PENDING LIT		*** COMPLETELY DELETED ***		

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LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
 12037-0001 (LT)  
 PREPARED FOR JMCohen1  
 ON 2015/01/09 AT 16:22:54

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
DB31421	2002/02/18	APL (GENERAL) REMARKS: DELETES A65993		BULMAN, MARINA *** DELETED AGAINST THIS PROPERTY *** CITY OF TORONTO		
AT1821834	2008/07/02	LR'S ORDER REMARKS: TO DELETE A65993		*** COMPLETELY DELETED *** LAND REGISTRAR		
AT2613578	2011/02/02	LR'S ORDER REMARKS: DELETE D831421		*** COMPLETELY DELETED *** LAND REGISTRAR, LRO NO 66		
AT2615932	2011/02/07	TRANSFER	\$71,548	1069180 ONTARIO LIMITED	WYNFORD PROFESSIONAL CENTRE LTD.,	C
AT2616213	2011/02/07	CHARGE		*** COMPLETELY DELETED *** WYNFORD PROFESSIONAL CENTRE LTD.	368230 ONTARIO LIMITED	
AT2616350	2011/02/07	DISCH OF CHARGE REMARKS: D4396591		*** COMPLETELY DELETED *** INCOME LINE LTD.		
AT2616818	2011/02/08	APL AMEND ORDER REMARKS: DELETE D682460 & AT2020001		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	1069180 ONTARIO LIMITED	
AT2617047	2011/02/08	NO ASSGN RENT GEN REMARKS: AT2616211 & AT2616213		*** COMPLETELY DELETED *** WYNFORD PROFESSIONAL CENTRE LTD., WYNFORD PROFESSIONAL CENTRE LTD.	368230 ONTARIO LIMITED	
AT2678061	2011/04/29	APL CH NAME OWNER		WYNFORD PROFESSIONAL CENTRE LTD.,	WYNFORD PROFESSIONAL CENTRE LTD.	C
AT2944157	2012/02/13	CONDO AMENDMENT REMARKS: D349755, AMENDMENT TO THE DECLARATION UNDER SECTION 107 OF THE CONDOMINIUM ACT, 1998.		METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.1037 SECTION 107 OF THE CONDOMINIUM ACT, 1998.		
AT3251575	2013/03/07	CHARGE	\$9,850,000	WYNFORD PROFESSIONAL CENTRE LTD.	COMPUTERSHARE TRUST COMPANY OF CANADA	C
AT3251636	2013/03/07	NO ASSGN RENT GEN REMARKS: RE, AT3251575		WYNFORD PROFESSIONAL CENTRE LTD.	COMPUTERSHARE TRUST COMPANY OF CANADA	C

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LAND REGISTRY OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
 PAGE 4 OF 4  
 PREPARED FOR JMcMahon  
 ON 2015/01/09 AT 16:22:54

12037-0001 (LT)

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
AT3251841	2013/03/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** 368230 ONTARIO LIMITED		
		REMARKS: AT2616213.				
AT3481843	2013/12/17	CONSTRUCTION LIEN	\$9,354	LASER HEATING & AIR CONDITIONING INC.		C
AT3487284	2013/12/24	CERTIFICATE		LASER HEATING & AIR CONDITIONING INC.		C
		REMARKS: AT3481843				
AT3557742	2014/04/14	CONSTRUCTION LIEN	\$18,518	LASER HEATING & AIR CONDITIONING INC.		C
AT3585403	2014/05/21	CERTIFICATE		LASER HEATING & AIR CONDITIONING INC.		C
		REMARKS: CCA RE. AT3557779 & AT3557742				

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**Properties**

LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT  
BY  
PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO  
EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK,  
OVER  
PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO  
RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 ,  
CITY OF TORONTO

Address TORONTO

PIN 12037 - 0475 LT Interest/Estate Fee Simple

Description UNIT 103, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS  
APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY  
IS :  
PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1,  
2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST  
LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT  
BY  
PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO  
EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK,  
OVER  
PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO  
RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 ,  
CITY OF TORONTO

Address TORONTO

PIN 12037 - 0476 LT Interest/Estate Fee Simple

Description UNIT 104, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS  
APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY  
IS :  
PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1,  
2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST  
LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT  
BY  
PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO  
EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK,  
OVER  
PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO  
RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 ,  
CITY OF TORONTO

Address TORONTO

**Chargor(s)**

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name WYNFORD PROFESSIONAL CENTRE LTD.

Address for Service 30 Hazelton Avenue  
Toronto, Ontario  
M5R 2E2

I, Norma Walton, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Chargee(s)**

Capacity

Share

Name 368230 ONTARIO LIMITED

Address for Service 60 Post Road  
Toronto, Ontario  
M3B 1H8

**Provisions**

Principal \$9,600,000.00 Currency CDN

Calculation Period monthly, not in advance

Balance Due Date 2013/08/01

Interest Rate 8.29%

**Provisions**

Payments	\$66,320.00
Interest Adjustment Date	2011 03 01
Payment Date	1st day of each month
First Payment Date	2011 04 01
Last Payment Date	2013 08 01
Standard Charge Terms	200033
Insurance Amount	See standard charge terms
Guarantor	Norma Walton, Ronald Walton

**Additional Provisions**

See Schedules

**Signed By**

Lois McEwen	101-45 St. Clair Av. W. Toronto M4V 1K9	acting for Chargor (s)	Signed	2011 02 07
-------------	---	---------------------------	--------	------------

Tel 416-961-1177

Fax 4169611251

I have the authority to sign and register the document on behalf of the Chargor(s).

**Submitted By**

HORWITZ FINDER	101-45 St. Clair Av. W. Toronto M4V 1K9	2011 02 07
----------------	---	------------

Tel 416-961-1177

Fax 4169611251

**Fees/Taxes/Payment**

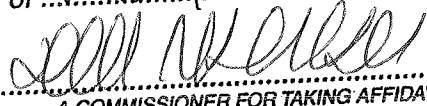
Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number**

Chargor Client File Number : 20-11

# TAB C



This is Exhibit 6 referred to in the  
affidavit of Rajeechand Narain  
sworn before me, this 14<sup>th</sup>  
day of January 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

**STATUTORY DECLARATION**

**CANADA** ) **IN THE MATTER OF TITLE TO** the lands and premises legally  
**Province of Ontario** ) described as Units 1 to 7 (both inclusive) Level 4, Units 11 to 16 (both  
 ) inclusive) Level 4, Units 65 to 89 (both inclusive) Level 1, Metropolitan  
 ) Toronto Condominium Plan No. 1037, and their appurtenant common  
 ) interests and municipally known as 18 Wynford Drive, Suite 401, Toronto,  
 ) Ontario (collectively the "Property")  
 )  
 ) **AND IN THE MATTER OF** a sale thereof from WYNFORD  
 ) **PROFESSIONAL CENTRE LTD.** (the "Vendor"), as vendor, to  
 ) **ONTARIO LUNG ASSOCIATION**, as purchaser pursuant to an  
 ) agreement of purchase of sale dated October 18, 2011 as amended.

**TO WIT :** )

I, Norma Walton, the President of the Vendor, to the best of my knowledge and belief, **DO SOLEMNLY DECLARE THAT:**


1. The Vendor is the absolute owner of the Property and either personally or by its tenants has been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof throughout its period of ownership of the Property.
2. There are no charges, mortgages, encumbrances, liens, rights-of-way or easements whatsoever affecting the Property during the time of ownership by the Vendor, except which the records of the Land Registry Office disclose.
3. I am not aware of any person or corporation having any claim or interest in the Property or any part thereof adverse to or inconsistent with registered title, whether by virtue of possession, improvement, or otherwise, and I am positive that none such exists.
4. Possession and occupation of the Property by the Vendor has been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the Vendor, or, so far as I know, by anyone else, to any person in respect of any right, title, interest or claim upon the Property.
5. There is no dispute as to the boundaries of the Property. Except as may be registered on title, I have never heard of any claim of easement affecting the Property, either for light, drainage, or right of way or otherwise.
6. The building at 18 Wynford Drive and the Property do comply with all applicable building and zoning requirements and regulations, with the possible exception that the size of the total building which is to be measured may be insubstantially less than required and with the exception of inspections referred to in the amending agreement between the Purchaser and Vendor dated December 12, 2011. There are no outstanding notices of violations or orders of noncompliance with respect to same.
7. All instalments of realty taxes exigible by the City of Toronto and any other municipal taxing authority in connection with the Property and building are paid to.
8. There is nothing owing in respect of the Property to any corporation or commission owning or operating a public utility for water, gas, electric power or energy, steam or hot water, nor for the use of such services, except as to current rates, which the Vendor shall cause to be paid up to the date of the completion of this transaction. There is nothing owing in respect of the Property to such corporation or commission for fittings, machines, apparatus, meters or other things leased, nor for any work or service performed by such corporation or commission in connection with such public utilities.
9. I am not aware of any proceeding by way of expropriation, judgment, execution or otherwise by which the title to the Property or any part thereof may be affected, save and except as disclosed by registered title to the Property.
10. There are no actions, pending or existing, nor any judgments outstanding against the Vendor or the Property, which could result in a writ of execution being filed with the Sheriff on, before or

after completion which may be binding upon the Property. There are no actions, litigation or similar proceedings, pending or existing, related to the Property.

11. There are no agreements to lease, leases, tenancies, rights of use or occupation or licences of any nature whatsoever, written or otherwise, affecting the Property, other than as being assumed by the purchaser.
12. There are no outstanding common expense payments owing against the herein units to date. There are no damages to the herein units nor any special assessments for which the above noted condominium corporation makes claim.
13. No unauthorized repairs or renovations have been carried out to the units or to any exclusive use common element of the said units.
14. During the time the Seller has owned the Property, the Seller has not caused any building on the Property to be insulated with insulation containing ureaformaldehyde, and that to the best of the Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde.
15. The use of the Property has never been for the growth or manufacture of illegal substances.
16. There are no works whatsoever of Hydro One located on the Property.
17. There are no construction liens affecting the Property. All accounts or charges for work and services performed, and materials placed or furnished upon or in respect of the Property or any building or erection thereon, at the request of or on behalf of the Vendor, have been fully paid and satisfied, and no one is entitled to claim a lien under the *Construction Lien Act* (Ontario), or otherwise against the Property or any part thereof.
18. The Vendor has not made any assignment for the benefit of creditors nor has any petition been filed or made against the Vendor under the provisions of the *Bankruptcy and Insolvency Act* (Canada).
19. The Property has never been occupied by any of the shareholders, officers or directors of the Vendor or their spouses as a matrimonial home or family residence within the meaning of the *Family Law Act* (Ontario) (the "FLA") and the Property does not constitute family assets within the meaning of the FLA and is not held for the benefit of a spouse by the Vendor within the meaning of the FLA.
20. The Vendor is not a non-resident corporation of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada), as amended, and nor will it be a non-resident corporation of Canada at the time of closing.
21. The deeds, evidences of title and other papers which have been produced by the Vendor and I, are all of the title deeds, evidences of title and other papers relating to the title to the Property of the Vendor that are in my possession or under my control or in the possession of or under the control of the Vendor. The title deeds and papers produced and this declaration and the registered title fully and fairly disclose all facts material to the title claimed by the Vendor.
22. The Vendor does not have in its possession or knowledge of any work orders, notices of deficiency, or notices from any Authority having jurisdiction with respect to the Property.
23. The approximate cost of the Improvements to the Property, including HST, is \$600,000.00 and therefore the Construction Lien Holdback in the amount of \$60,000.00 has been correctly calculated.
24. The Certificate of Officer dated October 25, 2011, certifying that all of the delivery materials have been delivered in accordance with Section 4(a) to (i) of Schedule "A" of the Agreement of Purchase and Sale dated October 14, 2011, and which certificate was signed on my behalf and contains a signature other than my own, is true and accurate and I hereby adopt such signature as my own.



# TAB D

This is Exhibit 0 referred to in the  
affidavit of Dalechand Navaine  
sworn before me, this 14<sup>th</sup>  
day of January 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

Form 13

Condominium Act, 1998

STATUS CERTIFICATE

(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
---------	--

General Information Concerning the Corporation

1. Mailing address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
2. Address for service: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
3. Name of property manager: Rose and Thistle Group Ltd.  
Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2  
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

Name	Position	Address for service	Telephone Number
Norma Walton	President/ Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Ronald Walton	Secretary/Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Dr. Stanley Bernstein	Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
George Habib	Director	18 Wynford Drive, Suite 401, Toronto, Ontario M3C 0K8	
Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
6. A payment on account of common expenses for the unit in the amount of See Schedule excluding HST is due on July 1, 2012 for the period July 1, 2012 to July 31, 2012. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of SNIL in prepaid common expenses for the units.
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

13. The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
14. A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
15. The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
16. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the Condominium Act, 1998, for the future funding of the reserve.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the Condominium Act, 1998 to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order, except that all restrictions regarding use are being removed from the Declaration.

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

**Agreements with owners relating to changes to the common elements**

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

**Leasing of Units**

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

**Substantial changes to the common elements, assets or services**

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

**Insurance**

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

**Attachments**

33. The following documents are attached to this status certificate and form part of it:
- (a) a copy of the current declaration, by-laws and rules;
  - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
  - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
  - (d) a certificate or memorandum of insurance for each of the current insurance policies.

**Rights of person requesting certificate**

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:

1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 4<sup>th</sup> day of July 2012.

Metropolitan Toronto Condominium Corporation

No. 1037

Nuzha Walton

I have the authority to bind the Corporation.

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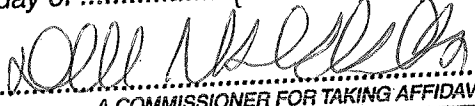
24

25



Unit #	Common Expenses Payment	Condo Fees from June 1 through to June 30, 12 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
408	Not in default	\$452.54	\$452.54	Nil
409	Not in default	\$446.11	\$446.11	Nil
410	Not in default	\$446.11	\$446.11	Nil

# TAB E

This is Exhibit 6 referred to in the  
affidavit of Dalee Chand Navaine  
sworn before me, this 14<sup>th</sup>  
day of January 2015  
  
A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 1

BE IT ENACTED AS By-law No. 1 of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037 (hereinafter referred to as the "corporation") as follows:

ARTICLE I

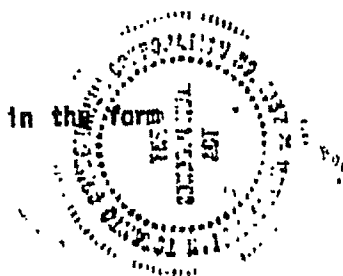
DEFINITIONS

1.01 All words used herein which are defined in the Condominium Act, R.S.O. 1990, Chapter 26, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II

SEAL

2.01 The corporate seal of the corporation shall be in the form impressed hereon.



ARTICLE III

MEETINGS OF OWNERS

3.01 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 and the spouses of such owners, and any others entitled to vote thereat and the auditor and accountants of the corporation, the directors and officers of the corporation, the solicitors of the corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the declaration and 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 the meeting.

3.02 Right to vote - Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record 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. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

3.03 Conduct of meetings and method of voting - At any general or special meeting, the President of the corporation or failing him, the Vice-President, or, failing him, some person elected at the meeting, shall act as Chairman of the meeting, and the secretary of the corporation shall act as Secretary of the meeting or, failing him, the Chairman, shall appoint a Secretary. Any questions shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or

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not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

3.04 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 a proxy for such corporation) upon filing with the Secretary sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.

3.05 Adjournment of meeting - The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE IV

THE CORPORATION

4.01 Duties of the corporation - The duties of the corporation shall include but shall not be limited to the following:

- (a) controlling, managing and administration of the units and of the common elements and assets of the corporation;
- (b) collection of common expense contributions;
- (c) arranging for the supply of heat, electricity, water, and other utilities to the property except where 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 heat, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act and by-laws;
- (e) repairing and restoring of the common elements;
- (f) 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;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;
- (h) preparation of an estimated budget in accordance with Article X hereof;
- (i) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;

- (j) establishing and maintaining one or more reserve funds;
- (k) effective compliance with the Act, the declaration, the by-laws and the rules from time to time.

4.02 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 rules concerning the operation and use of the property;
- (c) employing a manager at a 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 a manner as the board may deem reasonable;
- (e) investing reserve funds, provided that such investment shall be 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 or the courts 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 ensure that due and continued operation, of the property in accordance with the declaration and by-laws and to secure any such loan by mortgage, pledge or charge of any assets of the corporation, and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan in excess of FIVE THOUSAND DOLLARS (\$5,000.00) by the owners at a meeting duly called for that purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, in the form received, 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.

ARTICLE V

BOARD OF DIRECTORS

5.01 The affairs of the Corporation shall be managed by a board of directors.

5.02 Quorum - The number of directors elected by the declarant shall be three (3), who shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting

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of owners, the number of directors to be elected shall be five (5) and, thereafter, the number of directors of the corporation shall be five (5). until the owners elect their directors at the meeting called after the declarant ceases to be the registered owner of a majority of the units, a quorum for the transaction of business at any meeting of the board shall be two (2) and, after the election of five (5) directors, a quorum for the transaction of business at any meeting of the board shall be three (3). Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

5.03 Qualifications - A director shall be deemed to have tendered his resignation, when his unit is in default of payment of common expenses for a period of sixty (60) days or more.

5.04 Election and Term - The three (3) directors elected by the declarant shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting of owners, in accordance with the number of votes cast for each director, one director shall be elected to hold office until the first annual meeting following the date of his election; two directors shall be elected to hold office until the second annual meeting following the date of their election; and two directors shall be elected to hold office until the third annual meeting following the date of their election. Where the board is elected by acclamation, the members at the meeting shall determine the distribution of terms.

Directors may continue to act until removed or until their successors are elected and, at each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term expiring at the time of the third annual meeting following the date of their election; provided that any director elected to fill a vacancy created by the resignation or other removal of a director shall be elected at the next annual meeting of the owners to complete the unexpired term of the director whom they are replacing.

5.05 Calling of Meetings - Meetings of the board shall be held when called by the President or any two directors. Notice of any meeting shall be given to each director either personally, not less than forty-eight (48) hours before the time when the meeting is to be held, or by ordinary mail, or by leaving the notice at the address of the director not less than five (5) days before the day the meeting is to be held. No notice of a meeting shall be necessary if all the directors are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting.

5.06 Regular Meetings - The board may appoint a time and a place for regular meetings. A copy of any resolution of the board fixing such time and place shall be sent to each director and no further notice shall be required for any such meetings.

5.07 Indemnity of Directors and Officers - Every director and officer of the corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the corporation from and against:

- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the corporation;

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

A BY-LAW RESPECTING THE BORROWING OF MONEY, THE ISSUE OF SECURITIES AND THE SECURING OF LIABILITIES BY THE CORPORATION

Be it enacted as a by-law of the Corporation as follows:


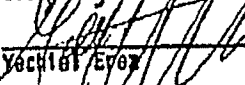
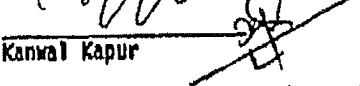
The directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, to secure any obligation of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation.

Provided that any borrowing of money in an amount in excess of ten (10) per cent of the annual common expenses in any one year or for any one occurrence shall require the approval of owners that own a majority of the units, at a meeting duly called for such purpose.

The foregoing By-Law No. 2 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

DATED at Toronto, this 28th day of October, 1992.


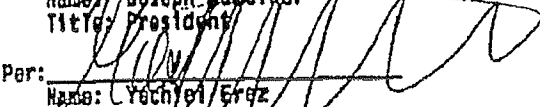
  
 \_\_\_\_\_  
 Joseph Gabelner  
  
 \_\_\_\_\_  
 Yechiel Erez  
  
 \_\_\_\_\_  
 Kanwal Kapur



The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 2 of the said Corporation and signed by all of the directors of the said Corporation, as By-law No. 2 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

DATED the 28th day of October, 1992.

618100 ONTARIO LIMITED

Per:   
 Name: Joseph Gabelner  
 Title: President  
 Per:   
 Name: Yechiel Erez  
 Title: Secretary

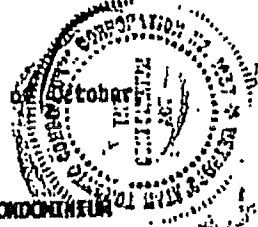
We have authority to bind the Corporation.



CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037 hereby certifies that the By-law No. 2 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c. 26, and any amendments thereto, the Declaration and the By-laws of the corporation, and that the said By-law No. 1 has not been amended and is in full force and effect.

DATED at the City of Toronto, this 28th day of October 1992.



METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

Per: *J. Germain*  
Joseph Germain - President  
Per: *Yochidi Erez*  
Yochidi Erez - Secretary

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 3

BE IT ENACTED AS By-Law No. 3 of Metropolitan Toronto Condominium Corporation No. 1037 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into an Insurance Trust Agreement in the form of Agreement annexed hereto as Schedule "A".
2. That all terms, provisions and conditions set out in the Insurance Trust Agreement including, without limitation, all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Insurance Trust Agreement together with all other documents or instruments which are ancillary to the Insurance Trust Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

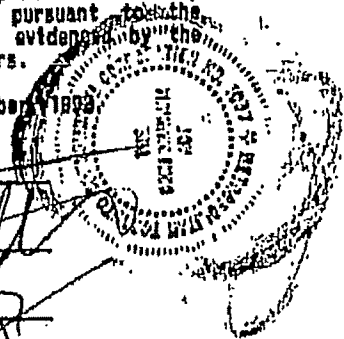
The foregoing By-Law No. 3 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

DATED at Toronto, this 28th day of October, 1992.

Joseph Geminer

Yechiel Erez

Kanwal Kapur



The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 3 of the said Corporation and signed by all of the directors of the said Corporation, as By-law No. 3 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

DATED the 28th day of October, 1992.

616160 ONTARIO LIMITED

Per: [Signature]  
Name: Joseph Geminer  
Title: President

Per: [Signature]  
Name: Yechiel Erez  
Title: Secretary

We have authority to bind the Corporation.

CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037 hereby certifies that the By-Law No. 3 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c. 26, and any amendments thereto, the Declaration and the By-laws of the corporation, and that the said By-Law No. 3 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 28th day of October, 1992.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037



Per: [Signature]  
Name: Joseph Gemainer  
Title: President

Per: [Signature]  
Name: Yehuda Erez  
Title: Secretary

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 4

BE IT ENACTED AS By-Law No. 4 of Metropolitan Toronto Condominium Corporation No. 1037 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into a Management Agreement in the form of Agreement annexed hereto as Schedule "A".
2. That all terms, provisions and conditions set out in the Management Agreement including, without limitation, all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Management Agreement together with all other documents or instruments which are ancillary to the Management Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law No. 4 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

DATED at Toronto, this 28th day of October, 1992.

  
Joseph Gemainer

  
Yechiel Eliaz

  
Kanwal Kapur

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 4 of the said Corporation and signed by all of the directors of the said Corporation, as By-Law No. 4 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

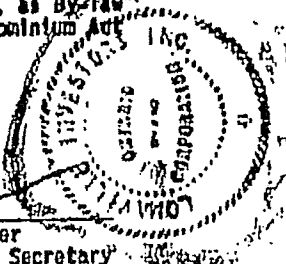
DATED the 28th day of October, 1992.

LOMVILLE INVESTORS INC.

Per: 

Name: Joseph Gemainer  
Title: President and Secretary

I have authority to bind the Corporation.

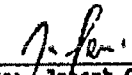


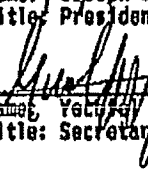
**CERTIFICATE**


METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037 hereby certifies that the By-Law No. 4 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c. 26, and any amendments thereto, the declaration and the by-laws of the corporation, and that the said By-Law No. 4 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 28th day of October, 1992.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

Per:   
 Name: Joseph Gaimar  
 Title: President

Per:   
 Name: Yehuda Erez  
 Title: Secretary



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MANAGEMENT AGREEMENT

THIS AGREEMENT made this 28th day of October, 1992

B E T W E E N :

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

(hereinafter called the "Corporation")

OF THE FIRST PART;

- and -

LOMAVILLE INVESTORS INC.

(hereinafter called the "Manager")

OF THE SECOND PART.

IN CONSIDERATION of the sum of Two Dollars (\$2.00) and of the representations and of the mutual covenants and agreements herein, and the appointment by the Corporation of the Manager to manage and the acceptance to manage by the Manager, the Manager and Corporation agree that:

**DEFINED TERMS**

1. The terms herein shall have ascribed to them the definitions and meanings contained in the Condominium Act, R.S.O. 1990, and the Regulations made thereunder, and amended from time to time, (hereinafter called the "Act").

**TERM OF AGREEMENT**

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control and instructions of the Corporation and subject to the specific provisions of this Agreement), to manage the property for a period of two (2) years, commencing on the 6th day of October, 1992, for the purpose thereof, in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties.

**ACCEPTANCE OF APPOINTMENT**

3. The Manager hereby accepts such appointment and agrees to manage the property of the Corporation on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the board of directors of the Corporation (hereinafter called the "Board").

4. The Manager acknowledges that it is familiar with the terms of the declaration and by-laws of the Corporation registered pursuant to the Act and all other rules and regulations presently in force.

**MANAGER COVENANTS**

5. The Manager in the performance of its duties hereunder shall:

**ENFORCEMENT**

(a) Upon specific written and lawful instructions and directions from the Board, enforce the terms of the declaration, by-laws, and all rules and regulations and any amendments thereto which presently exist or which may hereafter be made and of which the Manager has been notified;

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**INFORM OWNERS**

(b) Forthwith communicate to all Owners the text and import of any further by-laws or rules and regulations;

**ADVISE BOARD**

(c) Advise and consult with the Board with respect to any further by-laws, rules and regulations which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the property of the Corporation, for the common benefit of the Owners;

**OWNERS REGISTER**

(d) Prepare and keep current the Corporation's register of Owners from information supplied by the Board;

**COLLECTION OF MAINTENANCE FEES**

(e) Request, demand, collect and receive all monies payable from time to time by the Owners pursuant to the provisions of the declaration and by-laws, in trust for the Corporation and deposit the same in a separate trust account with a Canadian Chartered Bank, loan or trust company, to be opened and maintained by the Manager or as the Board may otherwise from time to time direct in writing. All such monies shall thereafter be held in trust by the Manager and be used to:

- (i) make payments of all accounts properly incurred by or on behalf of the Corporation;
- (ii) maintain insurance policies in accordance with the provisions of the declaration and by-laws, which insurance shall be effected and maintained at the expense of the Corporation. The Manager shall co-operate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements; supply evidence of payments of insurance policies to the Corporation and/or any mortgagees upon written request;
- (iii) repair and maintain or cause to be repaired and maintained at the Corporation's expense the common elements according to the appropriate standards of the condominium, and in accordance with the provisions of the declaration and the by-laws, including, without limiting the generality of the foregoing:
  - (A) maintenance of outside painted surfaces, outside surfaces of exterior doors leading to common elements, roofs and eavestroughs;
  - (B) maintain all conduits, ducts, plumbing, sewers, wiring (excluding television cable system and appurtenances thereto) and other facilities for the furnishing of utility services which service more than one unit;
  - (C) maintain all lawns and landscaped areas, fences, sidewalks, walkways, recreational equipment, driveways and parking spaces;
  - (D) maintain all electric wires, circuits and lighting fixtures and lighting bulbs sewer and water pipes in the common elements;
  - (E) provide for removal of snow; and

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- (F) maintain such staff as may be required to, at all times, promptly and efficiently carry out its duties hereunder.

For greater certainty, it is understood and agreed that the Manager shall have no responsibility for the maintenance of or repair to units, which are the responsibility of the Owners. The Manager shall not be responsible for ensuring that work has been completed in units, for preparing, checking or confirming construction deficiency lists or for otherwise acting as a liaison between Owners and the developer of the condominium;

#### BOOKKEEPING

(f) Open and keep proper and accurate books of account of all the financial transactions involved in the management of the property of the Corporation and entries shall be made therein of all matters as are usually written and entered in books of accounts kept by persons engaged in concerns of a similar nature to that carried on by the Corporation. All books, securities, letters and other things belonging to or concerning the Corporation, and its property, as managed by the Manager, as manager, shall be kept at such office or offices of the Manager, where the management of the property of the Corporation is carried on. All books and documents connected with the management of the property of the Corporation shall be accessible to the Board and/or the officers of the Corporation, who shall have free and clear access at all reasonable times to inspect, examine and copy them;

#### ATTEND MEETINGS

(g) The Manager shall, upon notice thereof, delivered not later than forty-eight (48) hours prior to the time of the meeting, attend all meetings of the Board, at which it is proposed to discuss this Agreement or any of the obligations contained herein; provided, however, that if the Manager is required to attend more than two meetings per month of the Board, the Corporation shall pay the Manager as a fee for its attendance at such meetings the sum of Twenty Dollars (\$20.00) per hour for each hour of each meeting in which the Manager is in attendance;

#### FINANCIAL TRANSACTIONS

(h) Open and keep accurate accounts of the financial transactions involved in the management of the property.

6. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the by-laws, except as specifically otherwise provided in this Agreement.

#### AFFILIATED COMPANIES

7. The Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation.

#### BUDGET STATEMENT

8. Upon the registration of the declaration and thereafter at the beginning of each fiscal year of the Corporation during the term of this Agreement, the Manager shall furnish to the Board, in writing, an estimated budget for the following year setting forth, by categories, the Manager's best estimate of any expenses of the operation of the property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electric rates, and costs of all repairs, renewals maintenance and supervision of the property. Upon request of the Board or whenever in the opinion of the Manager any change from expenditures forecast in the annual



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budget makes it desirable to do so, the Manager will submit to the Board, a supplementary budget for the remaining portion of the current fiscal year of the Corporation. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provisions of the declaration and by-laws. If the Manager is unable to prepare an estimated budget because of the absence of information necessary for such preparation which is to be supplied by the Corporation or by some third person, the Manager shall not be obligated to furnish the estimated budget until thirty (30) days after the receipt of such information. The Manager may authorize expenditures in excess of an amount allotted for a specific matter in the budget approved by the Board if, in the opinion of the Manager, there exists an emergency and insufficient time to obtain the consent of the Board, provided the Manager delivers written notice to the Board of such expenditures within five (5) days of the date on which the particular expenditure was made.

**INFRACTIONS AND EMERGENCIES**

9. The Manager will at all times keep the Board and all Owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the declaration, by-laws or rules and regulations or at any time during the day or night in respect of any emergency at the property, and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the declaration, by-laws or rules or regulations. It is understood and agreed by the parties hereto that the Manager shall, in its sole discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

**MANAGER'S FEES**

10. The Corporation shall pay to the Manager, for its managerial services hereunder during the term of this Agreement, a fee equal to fifteen (15%) per cent of the annual common expenses (as that term is defined in the Act) of the Corporation. This fee shall be clear of all costs incurred for services provided by third parties in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it. The aforesaid fee may be estimated by the Manager based upon the budget to be provided pursuant to paragraph 8 hereof, provided the Manager is in receipt of sufficient information necessary to prepare the said budget, otherwise in the discretion of the Manager. Within a reasonable period of time after the end of each 365 day period, the Manager shall provide the Corporation with a statement certified by the Manager of the yearly common expenses of the Corporation and in either case, if necessary, an adjustment shall be made between the Manager and the Corporation in the following manner. If the Corporation paid in excess of the amounts due, the excess shall be refunded to the Corporation within a reasonable period of time after delivery of the aforesaid statement. If the amount the Corporation has paid is less than the amounts due, the Corporation agrees to pay such additional amounts due with the next monthly payment of the Manager's fee.

**INDEMNIFICATION**

11. The Corporation shall:

(a) Except in the case of negligence or wrongful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, indemnify and save harmless the Manager from and against any and all loss, claims, damages,

costs, expenses and liabilities due to or arising out of damage or injury to any person or persons or property in or about or in any way connected with the property of the Corporation, or as a result of any act done, or any failure to do any act in carrying out the management of property of the Corporation or in following the terms and conditions in this Agreement or any specific instruction or instructions hereafter given, and to defend at the expense of the Corporation, all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this subclause (a) of clause 11 hereof shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants contained in this Agreement; and

(b) Deliver to the Manager copies of all by-laws and rules and regulations made by the Corporation or the Owners; and

(c) Direct the address of service for the Corporation be at the office of the Manager.

#### EXPENDITURE OF MONIES

12.(a) The Manager shall not be required to perform any act or duty hereunder involving the expenditure of money unless the Manager shall have in its possession sufficient funds available therefor; if at any time the funds in the possession of the Manager are not sufficient to pay the charges incident to this Agreement, the Manager, though not obligated to, may advance such sums as it deems necessary, and the Corporation agrees in such cases, that upon notice thereof by the Manager, the Corporation shall either pay to the Manager the sums necessary to cover such advances together with interest at fifteen per cent (15%) per annum from and after ten (10) days from the date of payment by the Manager or levy a further common expense and authorize the Manager to collect the same from the Owners;

(b) The Corporation hereby authorizes the Manager to receive all monies payable under paragraph 5(a) hereof and hereby directs all owners of units within the property from time to time, until otherwise directed by the Corporation through its Board, in writing, to pay all monies herein to and in the name of the Manager.

#### RIGHT OF ENTRY

13. The Corporation hereby permits the Manager, its servants, agents and independent contractors, to exercise the Corporation's right of entry upon the units. Such entry shall be made at reasonable times and upon reasonable notice to the Owner, provided that in the event there shall be in the opinion of the Manager, an emergency or imminent danger of damage to the common elements (or to a unit in the case of any repairs to be done by the Manager), then the Manager, its servants, agents and independent contractors shall have immediate right of entry to any unit or units without notice.

#### TERMINATION

14. The Manager may, at its option, terminate this Agreement on giving sixty (60) days written notice to the Corporation, and upon such termination of this Agreement, all obligations of the Manager shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination of this Agreement.

The Corporation may terminate this Agreement for cause upon giving sixty (60) days notice in writing to the Manager to such effect, provided that fifty per cent (50%) of the members of the Corporation have voted to authorize such termination by resolution passed at a general meeting of the Corporation duly called and held for that purpose. Without limiting the generality of the foregoing, cause shall be deemed to include: the failure of the Manager to observe and perform its covenants and agreements therein contained within ten (10) days after receiving notice in writing from the Corporation of such failure, or if the Manager becomes bankrupt or is declared insolvent or makes an authorized assignment for the benefit of creditors or petition for its winding up.

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15. The Manager agrees that it will do no act nor fail to carry out any of its obligations so as to hinder or restrict it in performing its obligations hereunder, nor shall it do anything whatsoever which may encumber it, or cause it to become bankrupt or insolvent.

**NOTICES**

16. All notices required or permitted to be given hereunder shall be sufficiently given:

(a) to the Corporation, if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Corporation at the address for service set out in the declaration or at such other address as the Corporation may from time to time designate by written notice pursuant hereto;

(b) to the Manager, if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Manager at 849 Don Mills Road, Don Mills, Ontario, M3C 1M1.

or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the business day next following the date of such mailing.

**FURTHER ASSURANCES**

17. Each of the parties hereto shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.

**SUCCESSORS AND ASSIGNS**

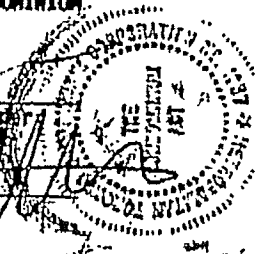
18. This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed, attested by the hands of their proper officers in that capacity duly authorized.

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**

Per: [Signature]  
Name: Joseph Gamsiner  
Title: President

Per: [Signature]  
Name: Yechiel Erax  
Title: Secretary



**LOMAYVILLE INVESTORS INC.**

Per: [Signature]  
Name: Joseph Gamsiner  
Title: President and Secretary

I have authority to bind the Corporation.

