

DECLARATION

B768269 Received at the Land
 Registry Office for The Land Titles Division
 of Metropolitan Toronto (No. 60) at 3:27
 P.M. **FEB 8 1983**
 and entered in
 Property Parcel Register
 Common Elements and General
 Index and Constitution Index
 Metropolitan Toronto Condominium
 Plan No. 600

JARVIS ONE INC.

M. White *Condo 600*
 Asst. D.L.R.

DECLARATION

Recently:
 Parcel 4-1
 Section A-10-A

Metro Toronto Cond. Plan No.

256 JARVIS STREET
 Toronto, ONTARIO

FOGLER, RUBINOFF
 Barristers and Solicitors
 150 York Street
 Suite 1400
 Toronto, Ontario
 M5H 3T1

SNC

105.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereafter called the “Declaration”) is made and executed pursuant to the provisions of The Condominium Act, R.S.O., 1980. Chapter 84, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the “Act”).

BY: JARVIS ONE. INC., a corporation incorporated
under the laws of the Province of Ontario

(hereinafter called the “Declarant”)

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule “A” and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act, and,

WHEREAS the Declarant has constructed upon the said lands a building containing fifty-four (54) residential units and one (1) commercial unit, and,

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I. INTRODUCTORY

1. Definitions

The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (c) common elements means all the property, except the units;
- (b) common interest means the interest in the common elements appurtenant to a unit;
- (c) owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;
- (d) property means the land and interest appurtenant to the land described in the description and Schedule “A” annexed hereto and includes any land and interest appurtenant to the lands that are added to the common elements;

- (e) units means a part or parts off the land located in the description and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the declaration and description;
- (f) the definition of “unit” for the purposes of the duties to repair and maintain under Sections 41 and 42 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration.
- (g) commercial unit means unit 1, Level 1, as described in Part 1, Sheet 1 of the description;
- (h) residential units means the dwelling units on Levels 2 to 15 inclusive as described in Part 1, Sheets 2 and 5 of the description; and
- (i) other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

2. Statement of Intention

The Declarant intends the lands and premises and interests appurtenant to the lands described in Schedule “A” to be governed by the Act, any amendments thereto.

3. Consent of Mortgagees

The consent, in the prescribed form, of every person having a registered charge or mortgage against the land or interests appurtenant to the land with the owner of the land described in Schedule “A” or with any predecessor in title of the owner, is contained in Schedule “B” attached hereto.

4. Boundaries of Units and Monuments

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

5. Common Interests and Common Expenses

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

6. Address of Corporation

The Corporation's address for service and mailing address shall be 150 York Street, Suite 1400, Toronto, Ontario M5H 3T1, or such other address as may be determined by Resolution of the Board of Directors of the Corporation. The notice thereof shall be registered in this prescribed form.

II. COMMON EXPENSES

1. Specification of Common Expenses

(a) Common Expense 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.

(b) Notwithstanding subparagraph (a) above and Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or large indebtedness without the specific consent of the owners, common expenses exclude moneys required to be raised:

- (i) to pay for any undertaking which costs more than \$10,000.00 and is not required by law, or
- (ii) to repay or pay the costs of any borrowing of money which is in excess of \$5,000.00 or raises the outstanding indebtedness of the Corporation to more than \$10,000.00, unless the undertaking and its cost or the borrowing and its cost, respectively, as the case may be, have received separate approval by a majority of the owners at a meeting duly called for obtaining such approval.

2. Payment of Common Expenses

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

III. COMMON ELEMENTS

1. Use of Common Elements

Subject to the provisions of the Act, this declaration and the by-laws, any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

2. Exclusive Use of Common Elements

Subject to the provisions of the Act, this declaration, the by-laws and the rules and regulations passed pursuant thereto, the owners of each unit shall have the exclusive use of those parts of the elements as set out in Schedule "F" attached hereto.

3. Restrictive Access

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance, storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property and, without the consent in writing of the Board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. Without the consent in writing of the Board, no owner of the commercial unit shall have any right of access to those parts of the common elements situated above Level 1 on Sheets 2 and 3 of the description or to any parking spaces, save as otherwise hereafter provided. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4. Additions, Alterations and Improvements

(a) For the purposes of Subsection 1 of Section 38 of the Act, the Board shall initially 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. In the absence of a prompt application to an appropriate Court to set aside the Board's decision, that decision shall be conclusive.

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen or hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

(c) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

5. Pets

No animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Any owner receiving a written notice from the Board requesting removal of such pet by reason thereof shall permanently remove such pet from the property within two (2) weeks of receipt of the notice.

6. Parking on Garage Floors Level A and Level B

The owners of forty-five (45) residential units shall each have the sole use of one (1) parking space to be designated by the Board, on garage floor Level A or garage floor Level B, and once so designated, no such designation shall be changed without the written consent of the unit owner affected.

The Board shall designate on the garage floor Level A nine (9) visitors' parking spaces which shall be used exclusively by visitors and guests of the unit owners for the purposes of parking thereon one vehicle and which shall be individually so designated by means of clearly visible signs and such spaces shall not be assigned, leased or sold to any unit owner or otherwise. Such visitors' parking spaces may be relocated from time to time on garage floor Level A by the Board, provided that at all times there shall be a total of nine (9) visitors' parking spaces provided and designated as hereinbefore contemplated.

7. Recreational Portion

Only owners of a residential unit, their household and invited guests shall be entitled to the use and enjoyment of the part of the common elements used for recreational purposes subject to the rules and regulations passed pursuant to the Act.

IV. UNITS

1. Occupation and Use

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

- (a) Each residential unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property and maintaining construction offices for that purpose, subject to the specific restriction that no construction offices, displays and signs can be used for any other development.
- (b) Notwithstanding subparagraph (a) hereof, the Declarant while owning and seeking to sell any of the units, and anyone else while owning and seeking to sell ten percent (10%) or more of the units, and in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but no so as to interfere with the reasonable use and enjoyment of the common elements or other units.
- (c) No unit shall be occupied or used by any one in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in the premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increases in premium cost shall be added to the owner's contribution towards the common expense.
- (d) The owner of each unit shall comply and shall require all residents of and visitors to his unit to comply with the Act, this declaration and the by-laws and the rules and regulations passed pursuant thereto.
- (e) No owner of a residential unit shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, 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, without the consent of the Board.

(f) The owner of the commercial unit shall be entitled to install one or more air conditioning units and to erect one or more signs on the common elements, immediately surrounding the street entrance to the said commercial unit and the windows fronting the street, provided that the number, size, location and type of sign(s) is in accordance with the requirements of the relevant municipal by-law and does not detract from the character of the property as a luxury condominium building.

(g) No unit owner shall by any act or omission hinder the owner of the commercial unit from carrying on his day-to-day business; provided same is carried on in accordance with all applicable by-laws and regulations.

(h) No animal, livestock or fowl other than a pet shall be kept or allowed in any unit. No animal that is deemed by the Board in its absolute discretion to be a nuisance shall be kept by any owner in any unit. Any owner receiving written notice from the Board requesting removal of such pet by reason thereof, shall permanently remove such pet from the property within two (2) weeks of receipt of the notice. Breeding of pets shall not be carried on in or around any unit.

2. Requirements for Leasing

(a) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.

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

V. BY-LAWS

The Board may pass by-laws, not contrary to the Act or to any other part of this declaration:

(a) to govern the number, qualification, nomination, election, term of office and remuneration of the directors.

(b) to regulate the meeting, quorum and functions of the Board;

(c) to govern the appointment, remuneration, functions, duties and removal of agents, officers and employees of the Corporation and the security, if any, to be given by them to it;

(d) to govern the management of the property;

(e) to govern the maintenance of the units and common elements;

(f) to govern the use and managements of the asset of the corporation;

(g) specifying duties of the Corporation;

- (h) to govern the assessment and collection of contributions towards the common expenses;
- (i) authorizing the borrowing of money to carry out the objects and duties of the Corporation; and
- (j) respecting the conduct generally of the affairs of the Corporation.

VI. RULES GOVERNING USE OF COMMON ELEMENTS

1. The Board may make rules respecting the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.
2. The rules shall be reasonable and consistent with the Act, the other parts of this declaration and the by-laws.
3. The rules shall be complied with and enforced in the same manner as the by-laws.

VII. MAINTENANCE AND REPAIRS

1. Each owner shall maintain his unit and, subject to the provisions of the Act and this declaration, each owner shall repair his unit after damage, 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 maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the Corporation.

The corporation shall make any repairs that an owner is obliged to make and that he does not make within a reasonable time; and in such event, an owner shall be deemed to have consented to having repairs done in his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, and all such sums of money shall bear interest at the rate of twenty-four (24%) per annum. The Corporation may collect all such sums of money in such installments as the Board may decide upon. To the extent that they represent the cost of repair to the owner's unit and legal and collection costs therefor, such instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt from the Corporation thereof, and such payment are deemed to be additional contributions towards the common expenses and recoverable as such.

2. Repairs and Maintenance of Common Elements by the Corporation

Subject to the Act, the Corporation shall repair and maintain common elements which includes repair and maintenance to all doors of residential units and to all residential unit windows, save and except maintenance of interior surfaces of windows, all at its own expense.

VIII. DAMAGE

1. Procedure Where Damage Occur

Where damage to the building occurs, the Board shall determine within thirty (30) days of the occurrence whether there has been substantial damage to twenty-five (25%) of the building, and where there has been a determination that there has been substantial damage to twenty-five (25%), the Corporation shall within twenty (20) days after such determination give to all owners and mortgagees notice of the determination and of a meeting of owners to be held within fifty (50) days after the determination for the purpose of allowing the owners to vote for termination.

2. Where owners own eighty percent (80%) of the units vote for termination within sixty (60) days of the determination, the Corporation shall within ten (10) days of the vote, register a notice of termination.

3. Where on a vote, the owners do not vote for termination, the Corporation shall repair the damage.

4. Plans and Specifications

A complete set of all the original and "as built" architectural and structural plans and specifications for the building, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the building and for the use of any owner or mortgagee.

IX. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

1. Insurance Trustee

The Corporation may enter into an agreement with an 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 its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed Five Thousand Dollars (\$5,000.00);
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of this declaration and the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

In the event that the Corporation is unable to enter into such agreement with such trust company, or such chartered bank, by reason of their 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 of 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.

X. INSURANCE

1. By the Corporation

Subject to the requirements for insurance under the Act, the Corporation shall obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

(a) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:

- (i) the property, excluding the units; and
- (ii) 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 full replacement cost of such real and personal property, without deduction for appreciation which policy may be subject to a loss deductible clause;

(b) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements which shall be subject to the provisions of this declaration and the Insurance Trust Agreement and shall contain the following provisions:

- (i) that loss shall be payable to the Insurance Trustee where such proceeds exceed Five Thousand Dollars (\$5,000.00), otherwise to the Corporation and mortgagees as their interests may appear;
- (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any member of the household, or guest of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to the Corporation and any mortgagees noted in the record of owners and mortgagees maintained by the Corporation, and to the Insurance Trustee;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any person;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner; and
- (vi) 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 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 One Million Dollars (\$1,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, servants and employees and as against the owners, and any member of the household or guest or any owner or occupant of a unit; and

(d) boiler and machinery insurance to the extent required as the Board may from time to time deem advisable.

2. General Provisions

(a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause X, or any renewal or renewals thereof, and if any first mortgagee holding mortgages on at least ten percent (10%) of the units so requires, and at such other times as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to sub-clause (1) of the Clause X and the cost of such appraisal shall be a common expense.

(b) The Corporation shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settlement claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustments. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit.

(c) Every mortgagee shall be deemed to have agreed to waive any rights to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

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

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation.

(f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment of distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

3. By the Owner

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

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

XI. INDEMNIFICATION

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 family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units except for any loss, cost, damage, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

XII. FIRST MEETING

As soon as possible after registration of this declaration, the owners may, without notice, hold their first meeting for the purpose of electing directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present.

XIII. GENERAL MATTERS AND ADMINISTRATION

1. Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their representative 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, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any

condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

(b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements or parts of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

(c) If an owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.

(d) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

2. Units Subject to Declaration, By-Laws, Common Element Rules and Rules and Regulations

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees shall be subject to and shall comply with the provisions of the Act, this declaration, the by-laws and any other rules and regulations of the Corporation.

The acceptance of a deed or transfer, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of the Act, this declaration, the by-laws and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

3. 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.

4. 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.

5. Acknowledgement of Noise

In view of the increasing traffic volumes in this area, noise levels in the balcony areas may be of concern, occasionally interfering with some activities of the dwelling occupants.

6. Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its

address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee who has notified his interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed in Ontario. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

7. Construction of Declaration

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

8. 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.

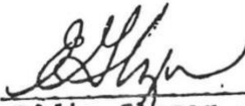
XIV.


The present and future owners, tenants and residents of Unit 2, Level 2 and their families shall not paint the balcony to which they have exclusive use as stated in Schedule "F" hereto.


DATED at Toronto in the Province of Ontario this 18th day of January 1983.

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

JARVIS ONE INC.

Per: 
 Eddie Glazer - President

Per: 
 Michael Appleton - Secretary



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto, and being composed of that part of Lot 4 on the west side of Jarvis Street on Plan 10A (City of Toronto) and that part of Lot 250 and that part of the Private Lane on Plan D-274 (City of Toronto) registered in the Land Registry Office for the Registry Division of Toronto (No. 63), designated as PART 1 on a plan of survey deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) at Toronto as Plan 66R-12978.

TOGETHER WITH a right of way over part of said Lot 4 on said Plan 10A, designated as PART 2 on said Plan 66R-12978 as set out in Instrument Number CT 425252. See A-968809.

TOGETHER WITH a right of passage in, over and along that part of Lot 250 on said Plan D-274 and that part of said Lot 4 on said Plan 10A designated as PART 3 on said Plan 66R-12978 in favour of JARVIS ONE INC. and the owners and occupants from time to time of said PART 1 on said Plan 66R-12978 until such time as said PART 3 on said Plan 66R-12978 is dedicated as a public highway as set out in A-986945.

Being the remainder of Parcel 4-1 in the Register for Section A-10-A.

SCHEDULE "B" – CONSENT OF MORTGAGEE

Investors Group Trust Co. Ltd. having a registered encumbrance within the meaning of clause b of subsection 1 of Section 3 of the Condominium Act, registered as Number CT 458008 in the Registry Division of Toronto (No. 63), filed for reference as No. A-968812 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 lands described in the description

DATED at Winnipeg, Manitoba, this 11th day of May 1982.

INVESTORS GROUP TRUST CO. LTD.,

Per: _____

Assistant Treasurer

Per: _____

Assistant Secretary

SCHEDULE "C" – UNIT DEFINITION

1. The monuments controlling the extent and location of the dwelling units on Levels 2 to 15 inclusive and Commercial Unit 1, Level 1, as described and numbered in the Description, are the physical surfaces mentioned below. Each unit shall comprise the area measured:

1. A. HORIZONTALLY

From the unit side of the concrete, masonry or block surface of the exterior walls of the building to the unit side of the concrete masonry, or the plane of the metal stud surface of the walls and partitions separating such unit from other units, corridors, stairs, elevators and other mechanical equipment spaces and extension of the planes and such surfaces across the interior face of doors leading out of such unit and the interior face of windows in all units with the exception of Unit 1, Level 1.

In respect to Unit 1, Level 1, the monuments controlling the extent and location of the unit shall be as above with the exception of exterior doors and windows. In which case the unit boundary shall be the exterior face of the plate glass windows and exterior face of all doors bounding the said unit.

1. B. VERTICALLY

From the upper surface of the concrete floor to the underside of the concrete ceiling in all units with the exception of Unit 1, Level 1 and Units 1, 2, 3 & 4, Level 15.

In respect to Unit 1, Level 1, the upper limitation shall be a horizontal plane 3.50 M above the upper surface of the concrete floor of the said unit as shown on Part 1, Sheet 1 of the description.

In respect to Units 1, 2, 3 & 4, Level 15, the upper limitation shall be the upper surface of the drywall or plaster of the suspended ceiling as shown on Part 1, Sheet 3 of the description. Notwithstanding

NOTE: Notwithstanding the foregoing, the unit shall not include:

A. Any concrete slab floors, load-bearing columns, structural members or any load-bearing partitions contained within the unit.

B. The exterior surfaces of the windows and the window frames and the exterior face of exterior doors with the exception of all exterior windows and doors bounding Unit 1, Level 1.

C. All insulation and vapour barriers.

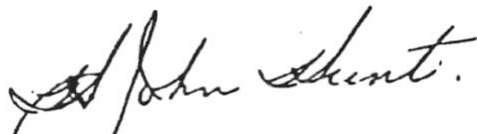
D. Such pipes, wires, cables, conduits, ducts, flues, shafts or public utility lines used for power, cable television, water, heating, air-conditioning or drainage which are within any wall or floor and provides services to more than one unit:

But the unit shall include the fixtures, outlets and other facilities with respect to such service facilities which are within the boundaries of the unit and which service the unit only.

E. All enclosures and spaces are reserved for the use of items set out in Paragraph D hereof and shown on Architectural Plans.

UNWIN, MURPHY & ESTEN LIMITED

Ontario Land Surveyors



H. John Hunt, O.L.S.

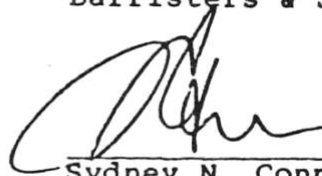
SCHEDULE “D” – COMMON INTEREST & CONTRIBUTIONS

UNIT NO.	LEVEL NO.	PROPORTION OF COMMON INTEREST AND CONTRIBUTIONS TO COMMON EXPENSES EXPRESSED IN PERCENTAGES
1	1	2.0000
1	2	1.8147
2	2	1.8147
1	3	1.8147
2	3	1.8147
3	3	1.8147
4	3	1.8147
1	4	1.8147
2	4	1.8147
3	4	1.8147
4	4	1.8147
1	5	1.8147
2	5	1.8147
3	5	1.8147
4	5	1.8147
1	6	1.8147
2	6	1.8147
3	6	1.8147
4	6	1.8147
1	7	1.8147
2	7	1.8147
3	7	1.8147
4	7	1.8147
1	8	1.8147
2	8	1.8147
3	8	1.8147
4	8	1.8147
1	9	1.8147
2	9	1.8147
3	9	1.8147
4	9	1.8147

1	10	1.8147
2	10	1.8147
3	10	1.8147
4	10	1.8147
1	11	1.8147
2	11	1.8147
3	11	1.8147
4	11	1.8147
1	12	1.8147
2	12	1.8147
3	12	1.8147
4	12	1.8147
1	13	1.8147
2	13	1.8147
3	13	1.8147
4	13	1.8147
1	14	1.8147
2	14	1.8147
3	14	1.8147
4	14	1.8147
1	15	1.8147
2	15	1.8147
3	15	1.8147
4	15	1.8147

100.0000

FOGLER, RUBINOFF,
Barristers & Solicitors.



Sydney N. Conn.

SCHEDULE “E” – COMMON EXPENSES

Common Expenses shall include the following:

(a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation;

(b) all sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:

- garbage collection;
- insurance premiums;
- water and sewage, unless separately metered for each unit
- electricity, unless separately metered for each unit
- waste disposal;
- fuel, including gas, oil, electricity and coal, unless separately metered for each unit
- maintenance materials, tools and supplies;
- snow removal and landscaping; and
- realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit

(c) remuneration payable by the corporation to any employees deemed necessary for the proper operations and maintenance of the property;

(d) the cost of maintaining fidelity bonds as provided in the by-laws;

(e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

- (f) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) all sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 3B of the Act, as amended;
- (h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) the cost of appraisals;
- (j) the fees of the Insurance Trustee; and
- (k) the cost of maintenance, repair and operation of the recreational facilities.

SCHEDULE "F" – EXCLUSIVE USE OF PARTS OF COMMON ELEMENT

The owner of Unit 2, Level 2, shall have the exclusive use, subject to the provisions of this Declaration, the By-Laws of the Corporation and the rules and regulations passed pursuant thereto, of the balcony to which the unit shall have direct and sole access as shown in Part 1, Sheet 2, of the Description.

