

***Provided Only as a Research Tool for MTCC 1170's
Owners. Not Acceptable as Part of a Status or Estoppel
Certificate. Excludes By-Laws Rescinded at AGM 2004.***

DECLARATION

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the Condominium Act, R.S.O. 1990, c.C-26, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

7 KING STREET DEVELOPMENTS LIMITED, 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, being more particularly described in Schedule A, and in the Description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has converted an existing building upon the said lands into a building containing 314 residential dwelling units 6 commercial units and 254 parking units, all as shown on the Description;

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

CAUTION: That portion of the condominium building shown hatched-in on Part 1, Sheet 1 of the description, encroaches upon the adjoining lands, and is not covered by the Act.

NOW THEREFORE the Declarant declares as follows:

PART 1 - INTRODUCTION

Section 1. - Statement of Intention

The Declarant intends that the lands and interests appurtenant to the lands described in the description and in Schedule A be governed by the Act, and that the terms used herein have the same meaning as set out in the Act, as amended from time to time, unless otherwise specified.

Section 2. - Consent of Encumbrancers

The consents of all persons who have registered mortgages against the lands or interests appurtenant to the lands are attached as Schedule B.

Section 3. - Boundaries of Unit and Monuments

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

Section 4. - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set out in Schedule D-1 attached hereto and shall contribute to the common expenses in the proportions set out in Schedule D-2 attached hereto. The total of the proportions of the common interests and contributions to the common expenses shall be one hundred percent (100%).

Section 5. - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, and the By-Laws and the rules and regulations passed pursuant thereto, the owners of certain units, shall have the exclusive use of those parts of the Common Elements as set out in Schedule F attached hereto.

Section 6. - Mailing Address and Address for Service

Until changed the Corporation's address for service and mailing address shall be:

3625 Dufferin Street
Suite 500
Downsview, Ontario
M3K 1N4

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PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 7. - Meaning 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, costs and sums of money set forth in Schedule E attached hereto.

Section 8. - Payment of Common Expenses

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

Section 9. - Reserve Fund

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

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

Section 10. - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statements and information in accordance with Section 32(8) of the Act, and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall deliver to the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 11. - General Use

(a) Each owner of a residential dwelling unit may make reasonable use of and have the right to make reasonable use of the whole or any part of the common elements, subject to any conditions or restrictions set out in the Act, the declaration, the by-laws and the rules; however, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners of the common elements and the other units.

(b) Every owner of a parking unit (as permitted by this declaration) who does not also own a residential dwelling unit shall have access only to those parts of the common elements that are required to provide ingress and egress to and from his parking unit.

(c) Other than as specifically set forth in this Declaration, each owner of a commercial unit shall not have access to any part of the common elements. The owner of Units 9, 11 and 12, Level 1 will have access to that part of the common elements being an access corridor to the rear of his commercial unit and to the right-of-way designated as Parts 2 and 4, Plan 66R-15400, each owner of a commercial unit, other than those having direct access to an exclusive use patio, will have access to that part of the common elements immediately outside his front door and the owner of Unit 9, Level 1 will have access to that part of the common elements immediately outside his rear door. The owner of Unit 9, Level 1 will also have access to that part of the common elements required for him to access the equipment room to which he has the exclusive use as set out in Schedule F attached hereto.

(d) No owner shall make any change or alteration to 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 he has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act.

Section 12. - Restricted Access

(a) Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as a management office, utility, service, building maintenance or storage area, or any other parts of the common elements used for the care, maintenance or operation of the property. This section shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's building manager.

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(b) Only owners of a residential dwelling unit, their tenants and their invitees shall be entitled to use any part of the common elements that may from time to time be designated for recreational purposes subject to the rules and regulations passed pursuant to the Act.

Section 13. - Modification of Common Elements and Assets

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

(b) The Corporation may, by a vote of the owners, make any other addition, alteration, or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.

(c) For the purposes of this section, the board shall decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change in the assets of the Corporation, is substantial.

(d) The Corporation shall not alter those areas for which licences and easements have been granted unless the terms of such licences and easements otherwise permit.

PART 4 - OCCUPATION AND USE OF UNITS

Section 14. - General Use

(a) No unit shall be occupied or used by anyone in such a manner as to result in the increase of any premium paid on any policy of insurance referred to in the declaration or as to result in the cancellation, or threat of cancellation of any policy of insurance referred to in the declaration.

(b) The owner of each unit shall comply, and shall require all residents, tenants, invitees, and licensees of his unit to comply with the Act, the declaration, the by-laws, and the rules.

(c) No owner shall make any structural changes to his unit, or make any other alteration or decoration visible from the exterior of his unit without the prior written consent of the board of directors.

(d) No less than 50% of the floor area of each of the residential dwelling units shall be covered with broadloom or rug at all times.

(e) With respect to any unit in which services or equipment serving the common elements are located, the owner of such unit shall:

- (i) refrain from obstructing access to the unit by the Corporation or its agents, employees or authorized representatives for the purposes of installing, repairing, replacing or maintaining such services or equipment;
- (ii) at all times maintain the unit at such temperatures as may be required in order to prevent freezing of or any other damage to such services or equipment; and
- (iii) refrain from damaging or in any way tampering with any such services or equipment.

(f) Notwithstanding anything else herein contained, so long as any units remain unsold in the building, the Declarant shall be entitled to erect and maintain signs for marketing/sales purposes upon the common elements and within or outside any unsold unit pursuant to the Declarant's ongoing marketing process at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant shall also be permitted to complete the building and all improvements to the Property, to maintain units as models for display and sales purposes and construction and sale offices until all units have been sold and conveyed by the Declarant. The Declarant, its sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model suites and construction and sales offices as the case may be.

Section 15. - Use of Residential Dwelling Units

Each residential dwelling unit shall be used only for those uses permitted from time to time by the by-laws or statutes of the City of Toronto or any other governmental authority with jurisdiction.

Section 16. - Use of Parking Units

(a) Each parking unit shall be used for the parking of one private passenger automobile or station wagon, trailer, boat, snowmobile or mechanical toboggan and for no other purpose.

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(b) The parking units are subject to a right of access over, along and upon such units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas of the common elements and for garage maintenance and repairs.

(c) The owners of parking units shall have a right of access over those parts of the common elements necessary for access to and from such parking unit.

(d) Each owner shall maintain his parking unit in a clean and sightly condition, notwithstanding that the Corporation shall have the right to, and may make provision in its annual budget for maintenance of the parking units.

Section 17. - Use of Commercial Units

(a) Each commercial unit and any common elements over which the owners of any of the commercial units have exclusive use may be used and occupied for such commercial or retail purpose as may be permitted by the by-laws of the City of Toronto or any other governmental authority having jurisdiction; provided however that no commercial unit may be used as a billiard or pool hall, bowling alley, commercial bath house, video arcade, auctioneer's premises, massage establishment or undertaker's establishment unless such use is permitted by the board of directors of the Corporation from time to time, which permission may be arbitrarily withheld.

(b) The owner of a commercial unit shall be permitted to erect signs on the interior of his unit or exterior to his unit provided that:

- (i) such signs comply with all by-laws of the City of Toronto and any other governmental authority with jurisdiction thereon; and
- (ii) exterior signs shall only be erected on the signband designated for the unit on the Description and in Schedule F hereof and in addition thereto, in the case of Units 9 and 10, Level 1 on canopies that conform in position, style, colour and quality to the other canopies erected for the balance of the commercial units by the Declarant or the Condominium Corporation from time to time.

Section 18. - Ownership of Parking Units

(a) Subject to paragraph 18(e), no owner of a parking unit who also owns a residential dwelling unit or a commercial unit shall sell, give, lease, mortgage, convey or otherwise dispose of his parking unit unless such sale, gift, lease, mortgage or conveyance also includes his residential dwelling unit or commercial unit, as the case may be, except where the purchaser, donee, tenant, mortgagee or recipient thereof is the Condominium Corporation or the owner or the tenant (in respect of a lease) of a residential dwelling unit or a commercial unit within the condominium.

(b) No owner of a parking unit who also owns a residential dwelling unit or a commercial unit shall sell, give, lease, mortgage, convey or otherwise dispose of his residential dwelling unit or commercial unit, as the case may be, unless such sale, gift, lease, mortgage or conveyance also includes his parking unit.

(c) For the purposes of paragraph 18(b), if the owner of a parking unit also owns two or more units in the condominium which are not parking units, he has the sole discretion in determining with which of the said non-parking units he will sell, give, lease, mortgage, convey or otherwise dispose of his parking unit.

(d) For the purposes of paragraph 18(a), the term of any lease of a parking unit to a tenant of a residential dwelling unit or a commercial unit shall not extend beyond the term of the tenancy of such residential dwelling unit or commercial unit.

(e) Notwithstanding anything else herein contained, the Declarant shall have the right to lease to any persons and/or entities those parking unit(s) not otherwise transferred to owners of residential dwelling units, commercial units or the Condominium Corporation regardless of whether the lessee is also the owner or tenant of a residential dwelling unit or commercial unit within the Condominium.

PART 5 - LEASING OF UNITS

Section 19. - Notification of Lease

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

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

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the

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common elements, comply with the Condominium Act, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act.*

Section 20. - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 21. - Owner's Liability

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

PART 6 - MAINTENANCE AND REPAIRS

Section 22. - Maintenance and Repairs to Units

(a) Each owner shall maintain and repair, at his own expense, his unit and any part of the common elements of which he has exclusive use (including, without limitation, all ducts and services within the unit) with the exception of planting (including the planting of the patios adjoining commercial units and the planters in front of the townhouses fronting on Victoria Street being Units 1 to 8 inclusive, Level 1) which will be the responsibility of the Corporation to maintain and repair.

(b) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such owner to so maintain and repair his unit and any common elements of which he has exclusive use, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

(c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions toward the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

Section 23. - Maintenance and Repairs to Common Elements

(a) The Corporation shall maintain and repair the common elements after damage. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except maintenance to the interior surface thereof, the responsibility for which shall be left to the affected unit owner), but shall not extend to exclusive use portions of the common elements except as provided for in paragraph 22(a).

(b) The Corporation shall further maintain, repair and replace the heating, air-conditioning and ventilation equipment, if any, including thermostatic controls and air filters, notwithstanding that such equipment has been installed for the sole benefit of a dwelling unit, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board. Each owner shall be liable for any damage due to the malfunction of any equipment which services his unit and is contained within his unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an owner, his servants, agents, tenants, family, invitees or licensees. No owner shall make any change, alteration or addition in or to such equipment without the prior consent of the Board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the Board or its Agent.

(c) Every owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving his unit and any services or equipment serving the common elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

PART 7 - INSURANCE

Section 24. - Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damages by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

- (i) the common elements;
- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, for a minimum amount of One Million Dollars (\$1,000,000.00) or such higher limits that may be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provision re Policies of Insurance

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

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed ten thousand dollars (\$10,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;
- (ii) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the owners, and their servants, agents, tenants, family, invitees, or licensees, except for damage arising out of arson and fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect of any other insurance carried by the owner; and
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act.

Section 25. - General Provisions Regarding the Condominium Insurance

(a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.

(b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit,

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shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee no later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration.

Section 26. - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of s.24(1) of the Act.

Section 27. - Insurance Maintained by the Individual Unit Owners

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

- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees, and servants, and against the other owners and their servants, agents, tenants, family, invitees or licensees, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above;
- (b) Public liability insurance covering any liability of owners and their servants, agents, tenants, family, invitees or licensees, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

Section 28. - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or his servants, agents, tenants, family, invitees or licensees to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such.

Section 29. - Insurance Trust Agreement

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

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement.

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PART 8 - GENERAL MATTERS

Section 30. - Rights of Entry

(a) The Corporation, the City of Toronto, the Municipality of Metropolitan Toronto, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives 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 purposes 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, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exists.

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

(d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

Section 31. - 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 effect in any manner the validity or enforceability of the remainder of this declaration.

Section 32. - Waiver

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

Section 33. - Notice

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

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

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

Section 34. - Architectural and Structural Plans

A complete set of all the original as built architectural and structural 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, and for the use of any owner or mortgagee.

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Section 35. - Units Subject to Declaration, By-Laws and Rules and Regulations

All present and future owners and their servants, agents tenants, families, invitees and licensees shall be subject to and shall comply with the rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of 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.

Section 36. - Construction of Declaration

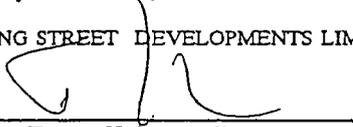
This Declaration shall be read with all changes of number and gender required by the context.

Section 37. - Headings

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

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf this 25th day of November, 1997.

7 KING STREET DEVELOPMENTS LIMITED

Per: 
Thomas Hofstedter, Treasurer

I have authority to bind the Corporation

SCHEDULE "A"

In the City of Toronto (formerly County of York), in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of:

FIRSTLY:

Part of Town Lot 1, South Side of King Street East, according to a plan registered in the Land Registry Office for the Registry Division of Metropolitan Toronto (No. 63) as Town of York Plan, designated as PARTS 2 and 3 on a plan of survey of record deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Plan 66R-16969.

TOGETHER WITH a right-of-way over part of the said Town Lot 1, designated as PARTS 2 and 4 on a plan of survey of record deposited in the said Land Registry Office as Plan 66R-15400, as set out in Instrument CT 473793.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of the owners, their successors and assigns, of Part of the said Town Lot 1 as more particularly described in Schedule 'A' of Instrument C960867, to enter upon part of the said Town Lot 1, designated as PART 2 on said Plan 66R-16969, for the purposes of constructing, erecting, maintaining, replacing and repairing the easterly wall of the building situate on the lands described in Schedule 'A' of Instrument C960867, and signage thereon.

SECONDLY:

Part of Old Toronto Street (closed by Act of Parliament 1810), and Part of Town Lot 1, South Side of King Street East, and Part of Town Lot 3, East Side of Old Toronto Street (Closed), on said Registered Town of York Plan, designated as PART 4 on said Plan 66R-16969.

Firstly and Secondly above are subject to a right of unimpeded access in favour of Rogers Cablesystems Limited, for the purposes as set out in Instrument E-32336.

The boundaries of the north limit of Colborne Street, the west limit of Victoria Street and the south limit of King Street East have been confirmed under the Boundaries Act by Plan BA-2190, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) as Instrument C-194337.

Being the Remainder of Parcel 1-1, Section Y-1.

In our opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct.

Messrs. Minden, Gross, Graftstein and Greenstein, solicitors and duly authorized agents for:
7 King Street Developments Limited

November 26, 1997
Dated

Per: 
David M. Kutner, Esq.

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SCHEDULE B TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

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

THE GREAT-WEST LIFE ASSURANCE COMPANY AND NORTH AMERICAN
LIFE ASSURANCE COMPANY (NOW THE MANUFACTURERS LIFE
INSURANCE COMPANY), having registered a Charge/Mortgage within the meaning
of Clause B of Subsection 1 of Subsection 3 of the Condominium Act, registered as
Charge No. C825552 in the Land Registry Office for the Land Titles Division of
Metropolitan Toronto (No. 66) , hereby consent to the registration of this Declaration
pursuant to the Condominium Act, against the land or interest appurtenant to the land
described in the description.

WHEREAS on January 1, 1996, North American Life Assurance Company was
amalgamated with The Manufacturers Life Insurance Company and continued as The
Manufacturers Life Insurance Company. The Letters Patent of Amalgamation were
registered on January 31, 1996 as instrument No. C988575.

DATED this 10th day of November, 1997.

THE GREAT-WEST LIFE ASSURANCE COMPANY



Per: R. Bachalo
Name: Rick Bachalo - Manager, Mortgage Investments

Per: Ale Stair I. Stewart
Name: ~~TRIX~~ Ale Stair I. Stewart - Regional Director,
Mortgage Investments

we khave authority to bind the Corporation

THE MANUFACTURERS LIFE INSURANCE
COMPANY

Per: [Signature]
Name: Manuel Sauter
Title:

Per: [Signature]
Name: Assistant Vice-President
Title:

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SCHEDULE B TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

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

CANADIAN IMPERIAL BANK OF COMMERCE, having registered a Charge/Mortgage within the meaning of Clause B of Subsection 1 of Subsection 3 of the Condominium Act, registered as Charge No. C972673 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 interest appurtenant to the land described in the description.

DATED this 26 day of Sept, 1997.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: Joyce Da Silva
Name: Joyce Da Silva
Title: Manager

Per: Victoria Villani
Name: VICTORIA VILLANI
Title: Contracts Analyst

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SCHEDULE "C"

Each Residential, Commercial and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 14, both 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 1, Sheets 1 to 14, both inclusive, of the Description and all dimensions shall have reference to them.

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

1(a) BOUNDARIES OF RESIDENTIAL UNITS

(being Units 1 to 8, both inclusive, on Level 1, Units 1 to 13, both inclusive, on Level 5, Units 1 to 16, both inclusive, on Level 6, Units 1 to 17, both inclusive, on Levels 7 to 18, both inclusive, Units 1 to 14, both inclusive, on Levels 19 and 21, and Units 1 to 15, both inclusive, on Levels 20, 22 and 23.)

1(b) BOUNDARIES OF COMMERCIAL UNITS

(being Units 9 to 14, both inclusive on Level 1.)

a) Each Residential and Commercial Units is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab and production.
- ii) the lower surface and plane of the concrete ceiling slab and production.
- iii) for Residential Units 1 to 8, both inclusive, on Level 1, in addition to i) and ii) above, the upper and lower surfaces and planes of the concrete floor slab which separates the ground floor and second floor within said units.

b) Each Residential and Commercial Unit is bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing separating one unit from another unit or from the common element and production.
- ii) the unit side surface and plane of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of any glass panels contained therein excepting exterior doors, door frames, window and window frames which front King Street East for Commercial Units 10 to 14 inclusive on Level 1, where the boundaries shall be the outer surfaces and planes of said doors, door frames, windows and window frames, including the door and door frame at the rear of Unit 9 on Level 1.
- iii) the exterior or outer surfaces and planes of exterior doors, door frames, windows and window frames, said doors and windows being in a closed position, and the exterior surfaces of all glass panels contained therein for doors and windows within Commercial Units 10 to 14 inclusive on Level 1, where said doors and windows front King Street East.

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- iv) in the vicinity of ducts, pipe spaces and concrete columns; the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
- v) the vertical plane defining the centre line of the demising wall which separates one unit from another such unit for the Commercial Units on Level 1.
- vi) for Commercial Units on Level 1, the exterior surface and plane of the metal sign band.
- vii) for Commercial Units on Level 1, the exterior surface and plane of the exterior non-structural walls which front King Street East only.
- viii) the exterior surface and plane of the rear door and door frames, said door being in a closed position and the exterior surfaces of any glass panels contained therein for Commercial Unit 9 on Level 1 and the vertical plane defined by measurement across the openings at the front of said unit, as illustrated on Part 1, Sheet 1 of the Description.

Notwithstanding the above, each Residential and Commercial Unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus including the heating, air-conditioning and ventilation installations and appurtenant equipment attached thereto that supply any service or utility to that particular unit only, and any gas fireplace and appurtenant fixtures attached thereto, save and excepting that portion of the flue which is situate above the upper boundary of the unit being the lower surface and plane of the concrete ceiling slab.

Notwithstanding anything hereinbefore provided to the contrary, each Residential Unit and Commercial Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls or columns, concrete floor slabs in Residential Units 1 to 8, both inclusive, on Level 1, exterior doors, door frames, windows and window frames (excepting Commercial Units on Level 1), and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus including any sound attenuation barrier which provides a service to another such unit or the common element, and all of which are located within the unit as hereinbefore described.

2. BOUNDARIES OF PARKING UNITS

(being Units 1 to 47, both inclusive, on Level 3,
Units 1 to 50, both inclusive, on Level 4,
Units 1 to 50, both inclusive, on Level A,
Units 1 to 53, both inclusive, on Level B and
Units 1 to 54, both inclusive, on Level C.)

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab.
 - ii) the plane 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.

- b) Each Parking Unit is bounded horizontally by:
 - i) the vertical plane established by measurement.
 - ii) the plane defined by the line and face of concrete columns and the production thereof.
 - iii) the plane defined by the centre-line of columns and the production thereof.
 - iv) the plane defined by the face of concrete or concrete block walls and the 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 or shear walls, fire hose cabinets and steel guard rails abutting such columns, concrete walls or load bearing walls as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit(s).

OCTOBER 14 1997
Dated


R. Avis, Ontario Land Surveyor

October 14, 1997
Ref: 7.1001-0.doc

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SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT	UNITS	% INTEREST IN COMMON ELEMENTS PER UNIT TYPE
RESIDENTIAL				
1	1	0.5214	1	0.5214
2	1	0.4600	1	0.4600
3	1	0.5270	1	0.5270
4	1	0.4852	1	0.4852
5	1	0.4518	1	0.4518
6	1	0.4825	1	0.4825
7	1	0.5294	1	0.5294
8	1	0.5290	1	0.5290
1	5-18	0.3190	14	4.4660
1	19	0.7382	1	0.7382
1	20-23	0.3190	4	1.2760
2	5-23	0.1310	19	2.4890
3	5-23	0.3673	19	6.9787
4	5-23	0.2966	19	5.6354
5	5	0.1276	1	0.1276
5	6-23	0.4345	18	7.8210
6	5	0.3311	1	0.3311
6	6	0.2380	1	0.2380
6	7-23	0.3311	17	5.6287
7	5	0.2604	1	0.2604
7	6	0.2362	1	0.2362
7	7-23	0.2380	17	4.0460
8	5	0.2604	1	0.2604
8	6	0.1276	1	0.1276
8	7-18	0.2362	12	2.8344
8	19-23	0.2414	5	1.2070
9	5-6	0.3311	2	0.6622
9	7-18	0.1276	12	1.5312
9	19-20	0.3983	2	0.7966
9	21	0.6898	1	0.6898
9	22-23	0.3983	2	0.7966
10	5	0.1276	1	0.1276
10	6	0.2604	1	0.2604
10	7-18	0.3311	12	3.9732
10	19-20	0.2914	2	0.5828
10	22-23	0.2914	2	0.5828
11	5	0.2104	1	0.2104
11	6-18	0.2597	13	3.3761
11	19-23	0.2914	5	1.4570
12	5	0.2155	1	0.2155
12	6	0.3311	1	0.3311
12	7-18	0.2604	12	3.1248
12	19-23	0.3983	5	1.9915
13	5	0.4190	1	0.4190
13	6	0.1276	1	0.1276
13	7-18	0.3311	12	3.9732
13	19-23	0.2190	5	1.0950
14	6	0.2104	1	0.2104
14	7-18	0.1276	12	1.5312
14	19-23	0.2155	5	1.0775
15	6	0.2155	1	0.2155
15	7-18	0.2104	12	2.5248
15	20-22	0.4190	3	1.2570
15	23	0.3897	1	0.3897
16	6	0.4190	1	0.4190
16	7-18	0.2155	12	2.5860
17	7-18	0.4190	12	5.0280

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SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT	UNITS PER UNIT TYPE	% INTEREST IN COMMON ELEMENTS
COMMERCIAL				
9	1	0.9932	1	0.9932
10	1	0.4104	1	0.4104
11	1	0.6621	1	0.6621
12	1	0.5656	1	0.5656
13	1	0.2138	1	0.2138
14	1	0.1724	1	0.1724
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

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SCHEDULE D-2 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
RESIDENTIAL				
1	1	0.5334	1	0.5334
2	1	0.4706	1	0.4706
3	1	0.5390	1	0.5390
4	1	0.4963	1	0.4963
5	1	0.4621	1	0.4621
6	1	0.4935	1	0.4935
7	1	0.5415	1	0.5415
8	1	0.5411	1	0.5411
1	5-18	0.3263	14	4.5682
1	19	0.7551	1	0.7551
1	20-23	0.3264	4	1.3056
2	5-23	0.1341	19	2.5479
3	5-23	0.3757	19	7.1383
4	5-23	0.3034	19	5.7646
5	5	0.1305	1	0.1305
5	6-23	0.4445	18	8.0010
6	5	0.3387	1	0.3387
6	6	0.2434	1	0.2434
6	7-23	0.3375	17	5.7375
7	5	0.2663	1	0.2663
7	6	0.2416	1	0.2416
7	7-23	0.2434	17	4.1378
8	5	0.2663	1	0.2663
8	6	0.1305	1	0.1305
8	7-18	0.2416	12	2.8992
8	19-23	0.2469	5	1.2345
9	5-6	0.3387	2	0.6774
9	7-18	0.1305	12	1.5660
9	19-20	0.4074	2	0.8148
9	21	0.7055	1	0.7055
9	22-23	0.4074	2	0.8148
10	5	0.1305	1	0.1305
10	6	0.2663	1	0.2663
10	7-18	0.3387	12	4.0644
10	19-20	0.2981	2	0.5962
10	22-23	0.2981	2	0.5962
11	5	0.2152	1	0.2152
11	6-18	0.2663	13	3.4619
11	19-23	0.2981	5	1.4905
12	5	0.2205	1	0.2205
12	6	0.3387	1	0.3387
12	7-18	0.2663	12	3.1956
12	19-23	0.4076	5	2.0380
13	5	0.4286	1	0.4286
13	6	0.1305	1	0.1305
13	7-18	0.3387	12	4.0644
13	19-23	0.2240	5	1.1200
14	6	0.2152	1	0.2152
14	7-18	0.1305	12	1.5660
14	19-23	0.2205	5	1.1025
15	6	0.2205	1	0.2205
15	7-18	0.2152	12	2.5824
15	20-22	0.4286	3	1.2858
15	23	0.3986	1	0.3986
16	6	0.4286	1	0.4286
16	7-18	0.2205	12	2.6460
17	7-18	0.4294	12	5.1528

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SCHEDULE D-2 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
COMMERCIAL				
9	1	0.3127	1	0.3127
10	1	0.1292	1	0.1292
11	1	0.2085	1	0.2085
12	1	0.1781	1	0.1781
13	1	0.0673	1	0.0673
14	1	0.0543	1	0.0543
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

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SCHEDULE E TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

COMMON EXPENSES

Common Expenses shall include the following:

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

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the declaration as well as the cost of obtaining from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.

(c) All sums of money payable for utilities and services serving the units or common elements from time to time including, without limiting the generality of the foregoing, monies payable on account of the following, if applicable:

- elevators
- insurance premiums
- electricity, unless separately metered for each unit
- water and sewage, 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
- concierge/security personnel.

(d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements or the costs of borrowing money for the purposes herein set out.

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

(f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation including without limiting the generality of the foregoing remuneration payable pursuant to a management contract.

(g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation.

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

(i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units) and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.

(j) The fees and disbursements of the Insurance Trustee and the cost of maintaining any fidelity bonds provided for in the by-laws.

(k) All maintenance, operating and improvement costs related to that portion of the recreational facilities, if any, in operation and available for use by the unit owners. These costs shall include, without limitation:

- (i) the provision of heat, hydro, water, and all other utilities servicing the recreational facilities;
- (ii) the provision of any recreational programmes;
- (iii) the provision, replacement and maintenance of any equipment, used in connection with the recreational facilities; and
- (iv) municipal taxes, insurance, and common expense assessments;

(l) The cost of maintaining and repairing any laneway or other access to moving room, garbage room and management office, if any.

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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 9 and 10 on Level 1 shall have the exclusive use of a patio to which said units provide direct access, designated as T1 and T2 respectively on Part 2, Sheet 1 of the Description.
- b) the owners of Residential Units 1 to 8 both inclusive on Level 1 shall each have the exclusive use of a doorway and planter, being numbered the same number as the unit with the prefix letter "D" and "P" respectively on Part 2, Sheet 1 of the Description.
- c) the owners of Residential Units 1, 2, 3, 9, 10, 11, 12 and 13 on Level 5, Units 3 and 5 on Level 6, Units 3, 5, and 6 on Levels 7 to 18 both inclusive, and Units 3, 5, 6, 9 and 12 on Levels 19 to 23 both inclusive, shall have the exclusive use of a balcony or balconies to which said units provide direct and sole access.
- d) the owners of Residential Units shall each have the exclusive use of a locker space designated by the letter "L" on Part 2, Sheets 2, 3 and 4 of the Description and are as assigned below.

<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	1	L39	C
2	1	L16	A
3	1	L89	2
4	1	L40	C
5	1	L17	A
6	1	L41	C
7	1	L19	A
8	1	L18	A
1	5	L4	C
2	5	L42	2
3	5	L72	2
4	5	L39	3
5	5	L40	3
5	5	L62	2
6	5	L41	3
7	5	L42	3
8	5	L43	3
9	5	L44	3
10	5	L45	3
11	5	L46	3
12	5	L47	3
13	5	L48	3
1	6	L2	3
2	6	L3	3
3	6	L4	3
4	6	L5	3
5	6	L6	3
6	6	L7	3
7	6	L8	3
8	6	L9	3
9	6	L10	3
10	6	L11	3
11	6	L12	3
12	6	L13	3
13	6	L14	3
14	6	L15	3
15	6	L16	3
16	6	L17	3

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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	7	L18	3
2	7	L19	3
3	7	L20	3
4	7	L21	3
5	7	L22	3
6	7	L23	3
7	7	L24	3
8	7	L25	3
9	7	L26	3
10	7	L27	3
11	7	L28	3
12	7	L29	3
13	7	L30	3
14	7	L31	3
15	7	L32	3
16	7	L33	3
17	7	L34	3
1	8	L1	4
2	8	L2	4
3	8	L3	4
4	8	L4	4
5	8	L5	4
6	8	L6	4
7	8	L7	4
8	8	L8	4
9	8	L9	4
10	8	L10	4
11	8	L11	4
12	8	L12	4
13	8	L13	4
14	8	L14	4
15	8	L15	4
16	8	L16	4
17	8	L17	4
1	9	L18	4
2	9	L19	4
3	9	L20	4
4	9	L21	4
5	9	L22	4
6	9	L23	4
7	9	L24	4
8	9	L25	4
9	9	L26	4
10	9	L27	4
11	9	L28	4
12	9	L29	4
13	9	L30	4
14	9	L31	4
15	9	L32	4
16	9	L33	4
17	9	L34	4

*Provided Only as a Research Tool for MTCC 1170's
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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	10	L35	4
2	10	L36	4
3	10	L37	4
4	10	L38	4
5	10	L39	4
6	10	L40	4
7	10	L41	4
8	10	L42	4
9	10	L43	4
10	10	L44	4
11	10	L45	4
12	10	L46	4
13	10	L47	4
14	10	L48	4
15	10	L49	4
16	10	L50	4
17	10	L51	4
1	11	L52	4
2	11	L53	4
3	11	L54	4
4	11	L55	4
5	11	L56	4
6	11	L57	4
7	11	L58	4
8	11	L59	4
9	11	L60	4
10	11	L1	2
11	11	L2	2
12	11	L3	2
13	11	L4	2
14	11	L5	2
15	11	L6	2
16	11	L7	2
17	11	L8	2
1	12	L9	2
2	12	L10	2
3	12	L11	2
4	12	L12	2
5	12	L13	2
6	12	L14	2
7	12	L15	2
8	12	L16	2
9	12	L17	2
10	12	L18	2
11	12	L19	2
12	12	L20	2
13	12	L21	2
14	12	L22	2
15	12	L23	2
16	12	L24	2
17	12	L25	2

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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	13	L26	2
2	13	L27	2
3	13	L28	2
4	13	L29	2
5	13	L30	2
6	13	L31	2
7	13	L4	A
8	13	L33	2
9	13	L34	2
10	13	L35	2
11	13	L36	2
12	13	L37	2
13	13	L38	2
14	13	L39	2
15	13	L40	2
16	13	L41	2
17	13	L43	2
1	14	L44	2
2	14	L45	2
3	14	L46	2
4	14	L47	2
5	14	L48	2
6	14	L49	2
7	14	L50	2
8	14	L51	2
9	14	L52	2
10	14	L53	2
11	14	L54	2
12	14	L55	2
13	14	L56	2
14	14	L57	2
15	14	L58	2
16	14	L59	2
17	14	L60	2
1	15	L61	2
2	15	L63	2
3	15	L64	2
4	15	L65	2
5	15	L66	2
6	15	L67	2
7	15	L68	2
8	15	L69	2
9	15	L70	2
10	15	L71	2
11	15	L73	2
12	15	L74	2
13	15	L75	2
14	15	L76	2
15	15	L77	2
16	15	L78	2
17	15	L79	2

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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	16	L80	2
2	16	L81	2
3	16	L82	2
4	16	L83	2
5	16	L84	2
6	16	L62	3
7	16	L85	2
8	16	L86	2
9	16	L87	2
10	16	L88	2
11	16	L1	3
12	16	L35	3
13	16	L36	3
14	16	L37	3
15	16	L38	3
16	16	L49	3
17	16	L50	3
1	17	L51	3
2	17	L52	3
3	17	L53	3
4	17	L54	3
5	17	L55	3
6	17	L56	3
7	17	L57	3
8	17	L58	3
9	17	L59	3
10	17	L60	3
11	17	L61	3
12	17	L1	C
13	17	L2	C
14	17	L3	C
15	17	L5	C
16	17	L6	C
17	17	L7	C
1	18	L8	C
2	18	L9	C
3	18	L10	C
4	18	L11	C
5	18	L12	C
6	18	L13	C
7	18	L14	C
8	18	L15	C
9	18	L16	C
10	18	L17	C
11	18	L18	C
12	18	L19	C
13	18	L20	C
14	18	L21	C
15	18	L22	C
16	18	L23	C
17	18	L24	C

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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	19	L24	B
1	19	L25	C
2	19	L26	C
3	19	L27	C
4	19	L28	C
5	19	L29	C
6	19	L30	C
7	19	L31	C
8	19	L32	C
9	19	L33	C
10	19	L34	C
11	19	L35	C
12	19	L36	C
13	19	L37	C
14	19	L38	C
1	20	L1	B
2	20	L2	B
3	20	L3	B
4	20	L4	B
5	20	L5	B
6	20	L6	B
7	20	L7	B
8	20	L8	B
9	20	L9	B
10	20	L10	B
11	20	L11	B
12	20	L12	B
13	20	L13	B
14	20	L14	B
15	20	L15	B
1	21	L17	B
2	21	L18	B
3	21	L19	B
4	21	L20	B
5	21	L21	B
6	21	L16	B
7	21	L22	B
8	21	L23	B
9	21	L1	A
9	21	L2	A
10	21	L3	A
11	21	L25	B
12	21	L26	B
13	21	L27	B
14	21	L28	B
1	22	L32	2
2	22	L29	B
3	22	L30	B
4	22	L31	B
5	22	L32	B
6	22	L33	B
7	22	L34	B
8	22	L35	B
9	22	L36	B
10	22	L37	B
11	22	L38	B
12	22	L39	B
13	22	L40	B
14	22	L41	B
15	22	L42	B

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<u>Unit No.</u>	<u>Level</u>	<u>Locker No.</u>	<u>Level</u>
1	23	L43	B
2	23	L44	B
3	23	L45	B
4	23	L46	B
5	23	L5	A
6	23	L6	A
7	23	L7	A
8	23	L8	A
9	23	L9	A
10	23	L10	A
11	23	L11	A
12	23	L12	A
13	23	L13	A
14	23	L14	A
15	23	L15	A

- e) the owners of Commercial Units on Level 1 shall each have the exclusive use of a sign band designated by the letter "S" on Part 2, Sheet 1 of the Description, and are as assigned below.

<u>Unit No.</u>	<u>Level</u>	<u>Sign Band No.</u>	<u>Level</u>
9	1	S1,S2,	1
10	1	S3	1
11	1	S4,S5,S6	1
12	1	S7,S8	1
13	1	S9,S10	1
14	1	S11,S12,S13,S14	1

- f) the owner(s) of Commercial Unit 9 on Level 1 shall have the exclusive use of an Equipment Room designated as R1 on Level 3 as illustrated in heavy outline on Part 2 Sheet 3 of the Description.

Minden Gross Grafstein & Greenstein
Barristers and Solicitors
111 Richmond Street West, Suite 600
Toronto Ontario Canada M5H 2H5
Tel (416) 362-3711 Fax (416) 864-9223

MINDEN GROSS GRAFSTEIN & GREENSTEIN

TDX: 79
Direct Dial: 369-4113
Fax No.: 864-9223
E-Mail: dkutner@mggg.com
File No.: 4020184

November 25, 1997

Land Registry Office for the Land Titles
Division of Metropolitan Toronto (No. 66)
20 Dundas Street West, Box 177
Toronto, Ontario, M5G 2C2

Dear Sirs:

Re: 7 King Street Developments Limited
Condominium Project as more particularly
described in Schedule "A" of the Declaration hereto

We are the solicitors for the Declarant, 7 King Street Developments Limited, with respect to the above-noted Condominium Project.

We confirm that the municipal address of the Condominium Project will be known as follows:

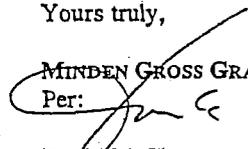
Highrise residential units:
7 King Street East
Toronto, Ontario, M5C 3C5

8 townhouse residential units:
2, 4, 6, 8, 10, 12, 14 and 16 Victoria Street
Toronto, Ontario, M5E 1L4

6 commercial units:
5A, 5B, 5C, 5D, 9 and 11 King Street East
Toronto, Ontario, M5C 3C6

Yours truly,

MINDEN GROSS GRAFSTEIN & GREENSTEIN

Per: 

David M. Kutner
DMK/m
#163976

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THE LAND TITLES ACT

E 131531

OFFICE OF THE REGISTRAR
METROPOLITAN TORONTO
CONDOMINIUM ACT

'97 11 27 15 06

John Duffell
LAND REGISTRAR/REGISTRATEUR

DECLARATION

THE
CONDOMINIUM
ACT

METROPOLITAN TORONTO CONDOMINIUM PLAN No. 1170

NEW PROPERTY IDENTIFIERS Block 12170

RECENTLY: REMAINDER OF PARCEL 1-1, SECTION 4-1

DECLARANT: 7 KING STREET DEVELOPMENTS LIMITED.

SOLICITOR: DAVID KUTNER

MINDEN, GROSS, GRAFSTEIN & GREENSTEIN

111 RICHMOND STREET WEST

SUITE 600

TORONTO, ONTARIO M5H 2H5

416 362-3711

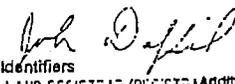
No. OF UNITS 574

FEES: 574 x \$5 = \$2,870 + \$50 = \$ 2,920.00

PAGE 29 OF 29 PAGES

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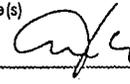
Provided Only as a Research Tool for MTCC 1170's
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D 5 8 4 9 2 9 CERTIFICATE OF RECEIPT RECEPISSE METRO TORONTO (66) COMMUNITE URBAINE DE TORONTO (66) '97 12 19 09 44  New Property Identifiers LAND REGISTRAR/REGISTRAR Additional: See Schedule <input type="checkbox"/>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 12 pages
	(3) Property Identifier(s) Block Property 12170 001 to 12170 0574 inclusive Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document AMENDMENT TO DECLARATION (Condominium Act, Section 3(4))
	(5) Consideration nil Dollars \$
	(6) Description All Units and Common Elements comprising the property included in METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 1170 City of Toronto Municipality of Metropolitan Toronto
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>
	Executions Additional: See Schedule <input type="checkbox"/>

(8) This Document provides as follows:
See Schedule annexed hereto.

Continued on Schedule

(9) This Document relates to instrument number(s) 0584928

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (Applicant) by its solicitors Minden, Gross, Grafstein & Greenstein	 David M. Kutner	1997 12 18

(11) Address for Service: 3625 Dufferin Street, Suite 500, Downsview, Ontario, M3K 1N4

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

(13) Address for Service:

(14) Municipal Address of Property Multiple	(15) Document Prepared by: David M. Kutner/EA MINDEN, GROSS, GRAFSTEIN & GREENSTEIN Barristers and Solicitors Suite 600, 111 Richmond Street West Toronto, Ontario M5H 2H5	Fees and Tax Registration Fee Total
--	--	---

2.

CONDOMINIUM ACT
AMENDMENT TO DECLARATION

PURSUANT to a special by-law registered as Number 0584928 in the Land Registry office for the Land Titles Division of Metropolitan Toronto (No. 66), Metropolitan Toronto Condominium Corporation No. 1170 HEREBY AMENDS its declaration registered as Number E131531 in the said Land Registry office as follows:

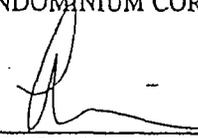
D-1 and D-2
by deleting Schedule D-1 and Schedule D-2 thereof and substituting the attached Schedules/in their place.

The names of all owners and all persons having registered charges against the units and common interests on the date the by-law was registered are as set out in Schedule "A" hereto.

The consents of all owners and all persons having registered charges against the units and common interests are included in Schedule "B" hereto.

WITNESS the seal of the Corporation duly affixed by the authorized officers of the Corporation at the City of North York, in the Municipality of Metropolitan Toronto, this 18th day of December, 1997.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: 

Alexandra Lewin
Authorized Signing Officer

I have authority to bind the Corporation

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SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT	UNITS	% INTEREST IN COMMON ELEMENTS PER UNIT TYPE
RESIDENTIAL				
1	1	0.5214	1	0.5214
2	1	0.4600	1	0.4600
3	1	0.5270	1	0.5270
4	1	0.4852	1	0.4852
5	1	0.4518	1	0.4518
6	1	0.4825	1	0.4825
7	1	0.5294	1	0.5294
8	1	0.5290	1	0.5290
1	5-18	0.3190	14	4.4660
1	19	0.7382	1	0.7382
1	20-23	0.3190	4	1.2760
2	5-23	0.1310	19	2.4890
3	5-23	0.3673	19	6.9787
4	5-23	0.2966	19	5.6354
5	5	0.1276	1	0.1276
5	6-23	0.4345	18	7.8210
6	5	0.3311	1	0.3311
6	6	0.2380	1	0.2380
6	7-23	0.3311	17	5.6287
7	5	0.2604	1	0.2604
7	6	0.2362	1	0.2362
7	7-23	0.2380	17	4.0460
8	5	0.2604	1	0.2604
8	6	0.1276	1	0.1276
8	7-18	0.2362	12	2.8344
8	19-23	0.2414	5	1.2070
9	5-6	0.3311	2	0.6622
9	7-18	0.1276	12	1.5312
9	19-20	0.3983	2	0.7966
9	21	0.6898	1	0.6898
9	22-23	0.3983	2	0.7966
10	5	0.1276	1	0.1276
10	6	0.2604	1	0.2604
10	7-18	0.3311	12	3.9732
10	19-23	0.2914	5	1.4570
11	5	0.2104	1	0.2104
11	6-18	0.2597	13	3.3761
11	19-20	0.2914	2	0.5828
11	21	0.3983	1	0.3983
11	22-23	0.2914	2	0.5828
12	5	0.2155	1	0.2155
12	6	0.3311	1	0.3311
12	7-18	0.2604	12	3.1248
12	19-20	0.3983	2	0.7966
12	21	0.2190	1	0.2190
12	22-23	0.3983	2	0.7966
13	5	0.4190	1	0.4190
13	6	0.1276	1	0.1276
13	7-18	0.3311	12	3.9732
13	19-20	0.2190	2	0.4380
13	21	0.2155	1	0.2155
13	22-23	0.2190	2	0.4380
14	6	0.2104	1	0.2104
14	7-18	0.1276	12	1.5312
14	19-20	0.2155	2	0.4310
14	21	0.4190	1	0.4190
14	22-23	0.2155	2	0.4310
15	6	0.2155	1	0.2155
15	7-18	0.2104	12	2.5248

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SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT	UNITS	% INTEREST IN COMMON ELEMENTS PER UNIT TYPE
15	20; 22	0.4190	2	0.8380
15	23	0.3897	1	0.3897
16	6	0.4190	1	0.4190
16	7-18	0.2155	12	2.5860
17	7-18	0.4190	12	5.0280
COMMERCIAL				
9	1	0.9932	1	0.9932
10	1	0.4104	1	0.4104
11	1	0.6621	1	0.6621
12	1	0.5656	1	0.5656
13	1	0.2138	1	0.2138
14	1	0.1724	1	0.1724
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

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SCHEDULE D-2 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
RESIDENTIAL				
1	1	0.5334	1	0.5334
2	1	0.4706	1	0.4706
3	1	0.5390	1	0.5390
4	1	0.4963	1	0.4963
5	1	0.4621	1	0.4621
6	1	0.4935	1	0.4935
7	1	0.5415	1	0.5415
8	1	0.5411	1	0.5411
1	5-18	0.3263	14	4.5682
1	19	0.7551	1	0.7551
1	20-23	0.3264	4	1.3056
2	5-23	0.1341	19	2.5479
3	5-23	0.3757	19	7.1383
4	5-23	0.3034	19	5.7646
5	5	0.1305	1	0.1305
5	6-23	0.4445	18	8.0010
6	5	0.3387	1	0.3387
6	6	0.2434	1	0.2434
6	7-23	0.3375	17	5.7375
7	5	0.2663	1	0.2663
7	6	0.2416	1	0.2416
7	7-23	0.2434	17	4.1378
8	5	0.2663	1	0.2663
8	6	0.1305	1	0.1305
8	7-18	0.2416	12	2.8992
8	19-23	0.2469	5	1.2345
9	5-6	0.3387	2	0.6774
9	7-18	0.1305	12	1.5660
9	19-20	0.4074	2	0.8148
9	21	0.7055	1	0.7055
9	22-23	0.4074	2	0.8148
10	5	0.1305	1	0.1305
10	6	0.2663	1	0.2663
10	7-18	0.3387	12	4.0644
10	19-23	0.2981	5	1.4905
11	5	0.2152	1	0.2152
11	6-18	0.2663	13	3.4619
11	19-20	0.2981	2	0.5962
11	21	0.4076	1	0.4076
11	22-23	0.2981	2	0.5962
12	5	0.2205	1	0.2205
12	6	0.3387	1	0.3387
12	7-18	0.2663	12	3.1956
12	19-20	0.4076	2	0.8152
12	21	0.2240	1	0.2240
12	22-23	0.4076	2	0.8152
13	5	0.4286	1	0.4286
13	6	0.1305	1	0.1305
13	7-18	0.3387	12	4.0644
13	19-20	0.2240	2	0.4480
13	21	0.2205	1	0.2205
13	22-23	0.2240	2	0.4480
14	6	0.2152	1	0.2152
14	7-18	0.1305	12	1.5660
14	19-20	0.2205	2	0.4410
14	21	0.4286	1	0.4286
14	22-23	0.2205	2	0.4410
15	6	0.2205	1	0.2205
15	7-18	0.2152	12	2.5824

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7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
15	20, 22	0.4286	2	0.8572
15	23	0.3986	1	0.3986
16	6	0.4286	1	0.4286
16	7-18	0.2205	12	2.6460
17	7-18	0.4294	12	5.1528
COMMERCIAL				
9	1	0.3127	1	0.3127
10	1	0.1292	1	0.1292
11	1	0.2085	1	0.2085
12	1	0.1781	1	0.1781
13	1	0.0673	1	0.0673
14	1	0.0543	1	0.0543
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

*Provided Only as a Research Tool for MTCC 1170's
Owners. Not Acceptable as Part of a Status or Estoppel
Certificate. Excludes By-Laws Rescinded at AGM 2004.*

CONDOMINIUM ACT
AMENDMENT TO DECLARATION
SCHEDULE "A"

***Provided Only as a Research Tool for MTCC 1170's
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Certificate. Excludes By-Laws Rescinded at AGM 2004.***

- 7 King Street Developments Limited (sole owner)
- The Great-West Life Assurance Company (chargee)
- The Manufacturers Life Insurance Company (chargee)
- Canadian Imperial Bank of Commerce (chargee)

SCHEDULE "B"

CONSENT TO AMENDMENT

7 King Street Developments Limited being, on the date of registration of Special By-Law No. 1 registered as Number 0584728, the registered owner of all units and common interests of Metropolitan Toronto Condominium Plan No. 1170, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consents to the amendment to the declaration of the Corporation set out in the said by-law of the Corporation registered as Number 0584728 in the said Land Registry Office.

Dated at North York, this 18th day of December, 1997.

7 KING STREET DEVELOPMENTS LIMITED

Per: 
A.S.O.

Per: 
A.S.O.

We have authority to bind the Corporation

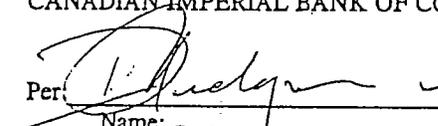
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Certificate. Excludes By-Laws Rescinded at AGM 2004.*

SCHEDULE B
CONSENT TO AMENDMENT

CANADIAN IMPERIAL BANK OF COMMERCE having, on the date of registration of Special By-Law No. 1 registered as Number 0584928, a registered Charge against all units and common interests of Metropolitan Toronto Condominium Plan No. 1170, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), hereby consents to the amendment to the declaration of the Corporation set out in the by-law of the Corporation registered as Number 0584928, in the said Land Registry Office.

DATED at Toronto, this 18th day of December, 1997.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: 

Name: D. J. HODGSON
Title: ASSISTANT GENERAL MANAGER

Per: 

Name: VICTORIA VILLANI
Title: Contracts Analyst

I have authority to bind the Corporation

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SCHEDULE B
CONSENT TO AMENDMENT

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THE GREAT-WEST LIFE ASSURANCE COMPANY having, on the date of registration of Special By-Law No. 1 registered as Number ~~0584928~~ , a registered Charge against all units and common interests of Metropolitan Toronto Condominium Plan No. 1170, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) , hereby consents to the registration of this amendment to the declaration of the Corporation set out in the by-law of the Corporation registered as Number ~~0584928~~ in the said Land Registry Office.

DATED this 18th day of December, 1997.

THE GREAT-WEST LIFE ASSURANCE COMPANY

Per: *Alastair Stewart*
Name: ALASTAIR I. STEWART
Title: REGIONAL DIRECTOR
MORTGAGE INVESTMENTS, ONTARIO

Per: *Antonio Merola*
Name: ANTONIO MEROLA
Title: ASSOCIATE MANAGER
MORTGAGE INVESTMENTS, ONTARIO

I have authority to bind the Corporation

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SCHEDULE B
CONSENT TO AMENDMENT

THE MANUFACTURERS LIFE INSURANCE COMPANY (formerly North American Life Assurance Company) having, on the date of registration of Special By-Law No. 1 registered as Number 0584928, a registered Charge against all units and common interests of Metropolitan Toronto Condominium Plan No. 1170, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66), hereby consents to the amendment to the declaration to the Corporation set out in the by-law of the Corporation registered as Number 0584928 in the said Land Registry Office.

DATED this 18th day of December, 1997.

THE MANUFACTURERS LIFE INSURANCE COMPANY

Per: 
Name: Michael Kaulitz
Title: Assistant Vice-President

Per: _____
Name: _____
Title: _____

I have authority to bind the Corporation

CONDOMINIUM ACT

SOLEMN DECLARATION IN RESPECT OF AMENDMENTS TO CONDOMINIUM DELCARATION
IN THE MATTER OF AN AMENDMENT TO THE DECLARATION OF METROPOLITAN TORONTO
CONDOMINIUM COPORATION NO. 1170

I, Alexandra Lewin, solemnly declare as follows:

1. I am a Director of Metropolitan Toronto Condominium Corporation No. 1170;
2. A by-law authorizing the attached amendment was registered on the 18th day of December, 1997 as No. 0534923, in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66);
3. The names of all owners and all persons having registered charges against the units and common interests on the date the said by-law was registered are set out in Schedule "A" to the amendment.
4. The consents of all owners and all persons having registered charges against the units and common interests are included in Schedule "B" to the amendment;
5. The persons whose consents are included in Schedule "B" are the persons whose names are set out in Schedule "A" except as follows:

~~The Great-West Life Assurance Company
The Manufacturers Life Insurance Company
Canadian Imperial Bank of Commerce~~

as the subject charges have since been discharged.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the)
City of North York, in the Municipality)
of Metropolitan Toronto)
this 18th day of December, 1997.)



Alexandra Lewin


A Commissioner, etc.

EVELYN MARIE ATKINS, a Commissioner, etc.,
Municipality of Metropolitan Toronto, for
Minden, Gross, Gratzkin & Greenstein,
Barristers and Solicitors.
Expires November 15, 2000.

*Provided Only as a Research Tool for MTCC 1170's
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D 5 8 4 9 2 8

CERTIFICATE OF RECEIPT
RÉCEPISSE
METRO TORONTO (66)
COMMUNAUTÉ URBAINE
DE TORONTO (66)

'97 12 19 09 44

John Duffell
LAND REGISTRAR/REGISTRATEUR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry Land Titles (2) Page 1 of 7 pages

(3) Property Identifier(s) Block Property
12170 0001 to 12170 0574 inclusive Additional:
See Schedule

(4) Nature of Document
SPECIAL BY-LAW No. 1 (Condominium Act, Section 28)

(5) Consideration
nil Dollars \$

(6) Description
All Units and Common Elements comprising the property included in METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 1170 City of Toronto Municipality of Metropolitan Toronto

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

(8) This Document provides as follows:

See Schedule annexed hereto.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (Applicant) by its solicitors Minden, Gross, Grafstein & Greenstein Per: *David M. Kutner* 1997 12 18

(11) Address for Service 3625 Dufferin Street, Suite 500, Downsview, Ontario, M3K 1N4

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
David M. Kutner/EA
MINDEN, GROSS,
GRAFSTEIN & GREENSTEIN
Barristers and Solicitors
Suite 600, 111 Richmond Street West
Toronto, Ontario M5H 2H5

Fees and Tax	
Registration Fee	
Total	

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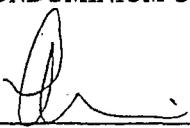
CONDOMINIUM ACT

CERTIFICATE

Metropolitan Toronto Condominium Corporation No. 1170 hereby certifies that the Special By-law Number 1 attached hereto was made in accordance with the Condominium Act, being Chapter C.26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said Special By-law Number 1 has not been amended and is in full force and effect.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, this 18th day of December, 1997.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: 
Alexandra Lewin
Authorized Signing Officer

I have authority to bind the Corporation

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METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

SPECIAL BY-LAW NO. 1

A Special by-law respecting the amending of the Declaration registered as Instrument No. E131531 (the "Declaration")

BE IT ENACTED as a Special by-law of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (hereinafter referred to as "the Corporation") as follows:

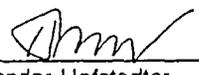
That the Corporation amends the Declaration by deleting Schedule D-1 and Schedule D-2 thereof and substituting the attached Schedules in their place.

The following are the names of all owners and all persons having registered charges against the units and common interests of the Condominium on the 18th day of December, 1997:

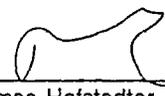
- 7 King Street Developments Limited (sole owner)
- The Great-West Life Assurance Company (chargee)
- The Manufacturers Life Insurance Company (chargee)
- Canadian Imperial Bank of Commerce (chargee)

The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

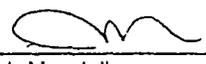
DATED this 18th day of December, 1997.



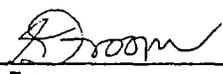
Sandor Hofstedter



Thomas Hofstedter



Mark Mandelbaum



Larry Froom

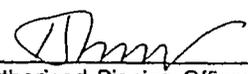


Alexandra Lewin

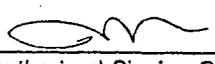
The foregoing by-law is hereby confirmed by all the members of the Corporation, as evidenced by their respective signatures hereto.

DATED this 18th day of December, 1997.

7 KING STREET DEVELOPMENTS LIMITED

Per: 

Authorized Signing Officer

Per: 

Authorized Signing Officer

We have authority to bind the Corporation.

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SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

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UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT	UNITS	% INTEREST IN COMMON ELEMENTS PER UNIT TYPE
RESIDENTIAL				
1	1	0.5214	1	0.5214
2	1	0.4600	1	0.4600
3	1	0.5270	1	0.5270
4	1	0.4852	1	0.4852
5	1	0.4518	1	0.4518
6	1	0.4825	1	0.4825
7	1	0.5294	1	0.5294
8	1	0.5290	1	0.5290
1	5-18	0.3190	14	4.4660
1	19	0.7382	1	0.7382
1	20-23	0.3190	4	1.2760
2	5-23	0.1310	19	2.4890
3	5-23	0.3673	19	6.9787
4	5-23	0.2966	19	5.6354
5	5	0.1276	1	0.1276
5	6-23	0.4345	18	7.8210
6	5	0.3311	1	0.3311
6	6	0.2380	1	0.2380
6	7-23	0.3311	17	5.6287
7	5	0.2604	1	0.2604
7	6	0.2362	1	0.2362
7	7-23	0.2380	17	4.0460
8	5	0.2604	1	0.2604
8	6	0.1276	1	0.1276
8	7-18	0.2362	12	2.8344
8	19-23	0.2414	5	1.2070
9	5-6	0.3311	2	0.6622
9	7-18	0.1276	12	1.5312
9	19-20	0.3983	2	0.7966
9	21	0.6898	1	0.6898
9	22-23	0.3983	2	0.7966
10	5	0.1276	1	0.1276
10	6	0.2604	1	0.2604
10	7-18	0.3311	12	3.9732
10	19-23	0.2914	5	1.4570
11	5	0.2104	1	0.2104
11	6-18	0.2597	13	3.3761
11	19-20	0.2914	2	0.5828
11	21	0.3983	1	0.3983
11	22-23	0.2914	2	0.5828
12	5	0.2155	1	0.2155
12	6	0.3311	1	0.3311
12	7-18	0.2604	12	3.1248
12	19-20	0.3983	2	0.7966
12	21	0.2190	1	0.2190
12	22-23	0.3983	2	0.7966
13	5	0.4190	1	0.4190
13	6	0.1276	1	0.1276
13	7-18	0.3311	12	3.9732
13	19-20	0.2190	2	0.4380
13	21	0.2155	1	0.2155
13	22-23	0.2190	2	0.4380
14	6	0.2104	1	0.2104
14	7-18	0.1276	12	1.5312
14	19-20	0.2155	2	0.4310
14	21	0.4190	1	0.4190
14	22-23	0.2155	2	0.4310
15	6	0.2155	1	0.2155
15	7-18	0.2104	12	2.5248

SCHEDULE D-1 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT
AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN COMMON ELEMENTS PER UNIT.	UNITS	% INTEREST IN COMMON ELEMENTS PER UNIT TYPE
15	20; 22	0.4190	2	0.8380
15	23	0.3897	1	0.3897
16	6	0.4190	1	0.4190
16	7-18	0.2155	12	2.5860
17	7-18	0.4190	12	5.0280
COMMERCIAL				
9	1	0.9932	1	0.9932
10	1	0.4104	1	0.4104
11	1	0.6621	1	0.6621
12	1	0.5656	1	0.5656
13	1	0.2138	1	0.2138
14	1	0.1724	1	0.1724
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

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SCHEDULE D-2 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

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UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
RESIDENTIAL				
1	1	0.5334	1	0.5334
2	1	0.4706	1	0.4706
3	1	0.5390	1	0.5390
4	1	0.4963	1	0.4963
5	1	0.4621	1	0.4621
6	1	0.4935	1	0.4935
7	1	0.5415	1	0.5415
8	1	0.5411	1	0.5411
1	5-18	0.3263	14	4.5682
1	19	0.7551	1	0.7551
1	20-23	0.3264	4	1.3056
2	5-23	0.1341	19	2.5479
3	5-23	0.3757	19	7.1383
4	5-23	0.3034	19	5.7646
5	5	0.1305	1	0.1305
5	6-23	0.4445	18	8.0010
6	5	0.3387	1	0.3387
6	6	0.2434	1	0.2434
6	7-23	0.3375	17	5.7375
7	5	0.2663	1	0.2663
7	6	0.2416	1	0.2416
7	7-23	0.2434	17	4.1378
8	5	0.2663	1	0.2663
8	6	0.1305	1	0.1305
8	7-18	0.2416	12	2.8992
8	19-23	0.2469	5	1.2345
9	5-6	0.3387	2	0.6774
9	7-18	0.1305	12	1.5660
9	19-20	0.4074	2	0.8148
9	21	0.7055	1	0.7055
9	22-23	0.4074	2	0.8148
10	5	0.1305	1	0.1305
10	6	0.2663	1	0.2663
10	7-18	0.3387	12	4.0644
10	19-23	0.2981	5	1.4905
11	5	0.2152	1	0.2152
11	6-18	0.2663	13	3.4619
11	19-20	0.2981	2	0.5962
11	21	0.4076	1	0.4076
11	22-23	0.2981	2	0.5962
12	5	0.2205	1	0.2205
12	6	0.3387	1	0.3387
12	7-18	0.2663	12	3.1956
12	19-20	0.4076	2	0.8152
12	21	0.2240	1	0.2240
12	22-23	0.4076	2	0.8152
13	5	0.4286	1	0.4286
13	6	0.1305	1	0.1305
13	7-18	0.3387	12	4.0644
13	19-20	0.2240	2	0.4480
13	21	0.2205	1	0.2205
13	22-23	0.2240	2	0.4480
14	6	0.2152	1	0.2152
14	7-18	0.1305	12	1.5660
14	19-20	0.2205	2	0.4410
14	21	0.4286	1	0.4286
14	22-23	0.2205	2	0.4410
15	6	0.2205	1	0.2205
15	7-18	0.2152	12	2.5824

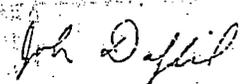
SCHEDULE D-2 TO THE DECLARATION OF
7 KING STREET DEVELOPMENTS LIMITED

PERCENTAGE CONTRIBUTION TO COMMON
EXPENSES BY UNIT AND LEVEL NUMBER

UNIT #	LEVEL #	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT	UNITS	% INTEREST IN CONTRIBUTION TO COMMON EXPENSES PER UNIT TYPE
15	20; 22	0.4286	2	0.8572
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16	6	0.4286	1	0.4286
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17	7-18	0.4294	12	5.1528
COMMERCIAL				
9	1	0.3127	1	0.3127
10	1	0.1292	1	0.1292
11	1	0.2085	1	0.2085
12	1	0.1781	1	0.1781
13	1	0.0673	1	0.0673
14	1	0.0543	1	0.0543
PARKING				
1-50	A	0.0265	50	1.3250
1-53	B	0.0265	53	1.4045
1-54	C	0.0265	54	1.4310
1-47	3	0.0265	47	1.2455
1-50	4	0.0265	50	1.3250
TOTAL				100.0000

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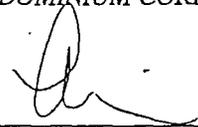
<p style="text-align: center; font-size: 1.2em;">D 5 8 4 9 3 0</p> <p style="text-align: center;"> CERTIFICATE OF RECEIPT RECEPISSE METRO TORONTO (66) COMMUNAUTÉ URBAINE DE TORONTO (66) </p> <p style="text-align: center;"> '97 12 19 09 44 </p> <p style="text-align: center;">  LAND REGISTRAR/REGISTRATEUR </p> <p> New Property Identifiers: _____ Additional: See Schedule <input type="checkbox"/> </p> <p> Executions: _____ Additional: See Schedule <input type="checkbox"/> </p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 3 pages</p> <p>(3) Property Identifier(s) Block Property 12170 001 to 12170 0574 inclusive Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document SPECIAL BY-LAW No. 2 (Condominium Act, Section 28)</p> <p>(5) Consideration nil Dollars \$</p> <p>(6) Description All Units and Common Elements comprising the property included in METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 1170 City of Toronto Municipality of Metropolitan Toronto</p> <p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>												
<p>(8) This Document provides as follows: See Schedule annexed hereto.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>													
<p>(9) This Document relates to instrument number(s)</p>													
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name(s)</td> <td style="width: 20%;">Signature(s)</td> <td style="width: 20%;">Date of Signature</td> </tr> <tr> <td>METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (Applicant) by its solicitors Minden, Gross, Grafstein & Greenstein</td> <td style="text-align: center;">  Per: David M. Kutner </td> <td style="text-align: center;"> Y M D 1997 12 </td> </tr> </table>		Name(s)	Signature(s)	Date of Signature	METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (Applicant) by its solicitors Minden, Gross, Grafstein & Greenstein	 Per: David M. Kutner	Y M D 1997 12						
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<p>(11) Address for Service: 3625 Dufferin Street, Suite 500, Downsview, Ontario, M3K 1N4</p>													
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<p>(13) Address for Service</p>													
<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by: David M. Kutner/EA MINDEN, GROSS, GRAFSTEIN & GREENSTEIN Barristers and Solicitors Suite 600, 111 Richmond Street West Toronto, Ontario M5H 2H5</p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: center;">Fees and Tax</td> </tr> <tr> <td>Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>			Fees and Tax	Registration Fee								Total	
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Registration Fee													
Total													

CONDOMINIUM ACT
CERTIFICATE

Metropolitan Toronto Condominium Corporation No. 1170 hereby certifies that the Special By-law Number 2 attached hereto was made in accordance with the Condominium Act, being Chapter C.26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said Special By-law Number 2 has not been amended and is in full force and effect.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, this 18th day of December, 1997.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: 
Alexandra Lewin
Authorized Signing Officer

I have authority to bind the Corporation

*Provided Only as a Research Tool for MTCC 1170's
Owners. Not Acceptable as Part of a Status or Estoppel
Certificate. Excludes By-Laws Rescinded at AGM 2004.*

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

SPECIAL BY-LAW NO. 2

A Special by-law respecting the amending of the Declaration registered as Instrument No. E131531 (the "Declaration")

BE IT ENACTED as a Special by-law of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (hereinafter referred to as "the Corporation") as follows:

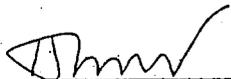
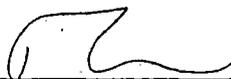
1. That subject to all appropriate approvals having been obtained and complied with, the Corporation hereby consents to the owner of unit 9, level 21, dividing its unit into two units within Metropolitan Toronto Condominium Corporation No. 1170.
2. That at the request and expense of the owner of said Unit 9, Level 21 the appropriate amendments to the Declaration and Description be made to effect the division of Unit 9, Level 21 thereof into two units as contemplated in paragraph 1 above.

The following are the names of all owners and all persons having registered charges against the units and common interests of the Condominium on the 18th day of December, 1997:

- 7 King Street Developments Limited (sole owner)
- The Great-West Life Assurance Company (chargee)
- The Manufacturers Life Insurance Company (chargee)
- Canadian Imperial Bank of Commerce (chargee)

The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

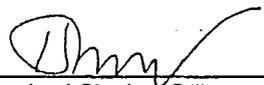
DATED this 18th day of December, 1997.

 _____ Sandor Hofstedter	 _____ Thomas Hofstedter
 _____ Mark Mandelbaum	 _____ Larry Froom
 _____ Alexandra Lewin	

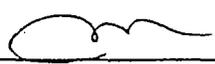
The foregoing by-law is hereby confirmed by all the members of the Corporation, as evidenced by their respective signatures hereto.

DATED this 18th day of December, 1997.

7 KING STREET DEVELOPMENTS LIMITED

Per: 

Authorized Signing Officer

Per: 

Authorized Signing Officer

We have authority to bind the Corporation

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