

11.06 Default in Payment of Assessment:

- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him or her for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis.
- c) The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs: The owner of a unit is responsible for any cost incurred to repair:

- a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation: The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board, shall give the board the right, in addition to any other rights set forth in these by-laws:

- a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to section 49.

12.3 Insurance Deductible: In accordance with subsection 105(3), where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit.

ARTICLE XIII - RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

13.01 The board may make, amend, and repeal rules respecting the use of the common elements, units, and assets of the Corporation, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units, and/or the assets of the Corporation. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider one or more of such rules, or unless the rule or an amendment to a rule has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or amendment is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

13.02 The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for

NOTARIAL CERTIFICATE

CANADA
PROVINCE OF ONTARIO

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TO ALL WHOM THESE
PRESENTS
MAY COME, BE SEEN, OR
KNOWN

I, **MARY GERALDINE CRITELLI**

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto

DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true photocopy of a document produced and shown to me and purporting to be:

**BY-LAW NO. 2
OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
REGISTERED AUGUST 2, 2005 AS INSTRUMENT NUMBER AT878050**

the said copy of the above-noted document having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office, at the City of Toronto

this 6th day of September, 2005.



Mary Geraldine Critelli
A Notary Public in and for
the Province of Ontario

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688

BY-LAW NUMBER 2

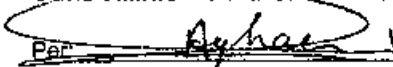
Be it enacted as a By-law of Toronto Standard Condominium Corporation No. 1688 (hereinafter referred to as this or the "Corporation" or "Condominium") as follows:

1. That the Corporation be and is hereby authorized to purchase the Guest Suite Unit from the Declarant, within 30 days of the registration of this Condominium, at a total purchase price of \$155,000.00. The purchase price shall be paid by the Corporation by the giving back to the Declarant of a vendor take back first mortgage for a ten year term, bearing interest at the rate of six (6%) per cent per annum, calculated semi-annually, not in advance, repayable monthly principal plus interest with a 10 year amortization period. The Corporation shall execute a land transfer tax affidavit to be attached to the transfer/deed of the Guest Suite Unit from the Declarant to the Condominium and shall cause to be registered on title such transfer/deed of land as well as a charge/mortgage of land reflecting the above payment terms. In the event that the Declarant arranges for a mortgage from a third party lender for the purposes of satisfying the purchase price of the Guest Suite Unit, the Corporation shall grant a charge/mortgage of land to such third party lender, (and shall be responsible for all costs associated with the granting of such charge/mortgage) in addition to or in substitution for the vendor take back mortgage hereinbefore described.
2. That the President or Secretary may, on behalf of the Corporation, execute mortgage(s), affidavit(s) and/or other documents that may be required to complete the transaction contemplated by this by-law.

Toronto Standard Condominium Corporation No. 1688 hereby enacts the foregoing By-law, having been duly approved by all the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 per cent of the units in the Corporation, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c-19*.

DATED this 11th day of July, 2005,

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. 1688**

Per: 
President - Saaid Aghaei

Per: 
Secretary - Behrouz Parsa

We have authority to bind the Corporation

NOTARIAL CERTIFICATE

CANADA
PROVINCE OF ONTARIO

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TO ALL WHOM THESE
PRESENTS
MAY COME, BE SEEN, OR
KNOWN

I, **MARY GERALDINE CRITELLI**

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto

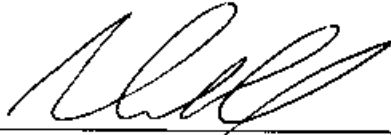
DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true photocopy of a document produced and shown to me and purporting to be:

**BY-LAW NO. 3
OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
REGISTERED AUGUST 2, 2005 AS INSTRUMENT NUMBER AT878085**

the said copy of the above-noted document having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office, at the City of Toronto

this 6th day of September, 2005.



Mary Geraldine Critelli
A Notary Public in and for
the Province of Ontario

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW

TORONTO STANDARD CONDOMINIUM CORPORATION NO.1688

BY-LAW NO. 3


BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1688 (hereinafter referred to as this or the "Corporation") as follows:

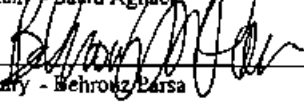
1. That the Corporation formally grant an easement to and in favour of Rogers Cable Communications Inc. (the "Cable Company") upon, over, under, across and through the common elements of the Corporation (hereinafter referred to as the "Transfer of Easement") for the purposes of facilitating the Cable Company's ability to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain the Cable Company's cable television lines and cables (and all equipment and appurtenances thereto) situate thereon and thereunder;
2. That the Transfer of Easement be drawn on the form prepared and approved by the Cable Company, with substantially the same content, substance and form as the sample or draft transfer of easement annexed hereto as Schedule "A"; and
3. That the President or Secretary of the Corporation be and he is hereby authorized to execute the Transfer of Easement on behalf of the Corporation, together with all other documents and instruments which are ancillary thereto (with or without the corporate seal of the Corporation affixed thereto), including without limitation, all instruments, applications and or affidavits which may be required in order to register the Transfer of Easement against the title to the common elements of the Corporation and/or each of the units in the Corporation. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing by-law is hereby enacted as By-law No. 3 of Toronto Standard Condominium Corporation No. 1688.

DATED at the City of Toronto this 11th day of July, 2005.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1688**

Per: 
President - Basid Aghae

Per: 
Secretary - Behrouz Parsa

We have authority to bind the Corporation

TRANSFER OF EASEMENT FOR COMMUNICATION SERVICES

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
(hereinafter called the "Transferor" or the "Condominium Corporation")

OF THE FIRST PART

-AND-

ROGERS CABLE COMMUNICATIONS INC.
(hereinafter called the "Transferee")

OF THE SECOND PART

IN CONSIDERATION OF the sum of \$2.00 of lawful money of Canada paid by the Transferee to the Transferor, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged) the Transferor hereby grants and transfers to the Transferee (and its successors and assigns) the rights and easement hereinafter described (subject to termination as hereinafter provided), namely:

- (1) The right, licence or right in the nature of an easement to enter upon, over, under, across and through all portions of the common elements of the Transferor (hereinafter called the "Common Elements" or the "Servient Tenement") in order to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain all cables and other equipment reasonably necessary in order to provide cable television, internet and other communication services which the Transferee may from time to time offer, to the Transferor and each of the unit owners thereof (and to each of their respective residents, tenants and invitees), and to the building(s) and other improvements constructed on the Common Elements, for the purpose of connecting the said cables and other equipment to (and/or for the purpose of providing cable television and other communication services to) each of the residential units in the Condominium Corporation (hereinafter referred to collectively as the "Units"), and to such other portions of the Common Elements as the Transferor and the Transferee may from time to time agree upon; and
- (2) The right and license in favour of the Transferee's agents, employees, contractors and workmen to enter upon the Common Elements with machinery, materials, vehicles and equipment necessary for the purposes set out in clause (1) above.

The foregoing rights and easement shall be used and enjoyed as appurtenant to the freehold interests of the Transferee in and to those lands and premises situate in the City of Toronto (formerly the City of North York) comprising that part of Lot 10, Concession 3, East of Yonge Street, more particularly designated as Parts 15 to 20 inclusive on Reference Plan 64R-14349, registered in the Land Registry Office for the Land Registry Division of Toronto (No. 64), and municipally known as 855 York Mills Road, Toronto, Ontario (hereinafter collectively referred to as the "Transferee's Lands" or the "Dominant Tenement"), and said easement is hereby declared to be appurtenant to (and for the benefit of) every portion of the Transferee's Lands.

In consideration of the grant of the above-noted rights and easement, and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree to the following:

1. The Transferee will, subject to the Condominium Corporation's reasonable rules and regulations, have access to, over, upon, under, across and through the Common Elements to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain the Transferee's signal distribution and processing equipment including inside wire (hereinafter called the "Distribution System") necessary to enable or facilitate the Transferee's provision of communication services to the Condominium Corporation and each of the Units. In this agreement the term "inside wire" shall mean the wiring from a point where the wiring is diverted for the exclusive use and benefit of a particular subscriber in a particular residential unit to the terminal devices inside each subscriber's unit, but excluding customer service enclosures, amplifiers, channel converters, decoders and remote controls. In connection with such access, a portion of the Distribution System is (or will be) located in a space designated by the Condominium Corporation (hereinafter called the "Equipment Space"), and the Transferee shall have access to the Equipment Space 24 hours a day, 7 days a week, subject however to any reasonable restrictions imposed on such access by any security staff or security concierge retained by or on behalf of the Condominium Corporation. Access to all other portions of the Common Elements shall be by appointment only, during normal business hours, except for emergencies.
2. The Transferee may connect the Distribution System to the Condominium Corporation's electrical power source situate within the Common Elements, and shall be responsible for the electrical power costs in connection with the operation of the Distribution System exceeding a 15 amp service. The Transferee shall obtain the Condominium Corporation's approval for the timing, method and location of all of the Transferee's installation work, and the Transferee agrees to use the access facilities designated by the Condominium Corporation from time to time.
3. The parties hereto hereby expressly acknowledge and agree that the easement and corresponding access rights granted by the Condominium Corporation to the Transferee by these presents are non-exclusive.
4. The Transferee agrees to perform all of its installation, maintenance and/or repair work with respect to the Distribution System (or any portion thereof) in a good and workmanlike manner, and further agrees to indemnify and save the Condominium Corporation harmless from and against any and all claims, costs, damages and/or liabilities which the

Condominium Corporation may hereafter suffer or incur as a result of any damage to persons and/or property caused by reason of the improper installation, operation, maintenance and/or repair of the Distribution System. Without limiting the generality of the foregoing, the Transferee shall maintain in good standing, throughout the duration of this agreement, a policy of general liability insurance in respect of personal injury and property damage arising from the installation, operation, maintenance and/or repair of the Distribution System, with not less than five million dollars (\$5,000,000.00) coverage per occurrence, and such insurance policy shall add the Condominium Corporation as an additional insured. The Transferee's installation, operation, maintenance and repair of the Distribution System shall comply with all government requirements, including fire, building code and federal CRTC/broadcasting regulations.

5. The parties hereto acknowledge and agree that the Transferee is (and shall at all times be) the owner of the Distribution System, and that same shall remain the property of the Transferee and will not be (or become) a fixture, despite any rule of law or equity to the contrary, subject to the provisions of subsections 22(11), (12) and (13) of the *Condominium Act*, c. 19, S.O. 1998 (the "Act").
6. The parties hereto further acknowledge and agree that this is not an agreement for the provision of communication services to the Condominium Corporation or the Units, but rather an easement/access agreement to enable or facilitate the provision of such services. The Transferee and any other service providers (using another distribution system and granted access to the Common Elements by the Condominium Corporation) shall have the non-exclusive right to provide communication services to the Condominium Corporation and/or the Units solely on a direct subscriber pay basis while this agreement is in effect. This agreement shall in no way restrict the Condominium Corporation from contracting with any other service provider(s) to provide communication services to the Condominium Corporation and/or the Units, provided that said alternative service provider(s) shall not be permitted to use any portion of the Distribution System installed and paid for by the Transferee, unless and until same has been abandoned (or deemed to have been abandoned) by the Transferee in accordance with the aforementioned provisions of the Act, and save and except for the inside wire subject to the following provision. In the event that the Condominium Corporation would like to permit another service provider to have access to the premises and to use the inside wire installed by Rogers, as a pre-condition, the Condominium Corporation will require the other service provider to purchase an indefeasible right to use ("IRU") the inside wire (as that term is defined by the CRTC) from Rogers based on its depreciated cost plus applicable taxes at the time of acquisition. The cost of installing the inside wire is hereby fixed at \$200.00 per residential unit which cost shall be depreciated on an interest free, straight line basis over fifteen (15) years, subject to adjustments for any verifiable costs of any upgrades or replacements of the inside wire made by the Transferee. The other service provider must, therefore, pay the Transferee 50% of the depreciated cost of the inside wire plus applicable taxes for the IRU and no access shall be granted until the Transferee acknowledges receipt of such payment.
7. The Condominium Corporation may terminate this agreement, and the corresponding rights and easement granted to the Transferee hereunder, on thirty (30) days notice to the Transferee, if, by no act of the Condominium Corporation, The Transferee hereafter ceases to provide communication services to the Condominium Corporation and/or the Units using the Distribution System. Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that this agreement may be terminated by the Condominium Corporation if at least ten (10) years have passed since the later of the date of execution of this agreement, and the date of registration of the declaration and description in respect of the Condominium Corporation, and:
 - (a) the board of directors of the Condominium Corporation has, by resolution, approved of the termination of this agreement;
 - (b) the owners of more than 50% of the Units, at the time that the board of directors of the Condominium Corporation passes the resolution described in subparagraph (a) above, consent in writing to the termination of this agreement; and
 - (c) the Condominium Corporation has given the Transferee one hundred and twenty (120) days written notice of the intended termination of this agreement.
8. If any provision of this agreement is declared by a court of competent jurisdiction to be invalid, then such provision shall be deemed severed and shall not affect the remaining provisions hereof. Delay in the performance by either party of their respective obligations under this agreement, for reasons or circumstances beyond their reasonable control, shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities, which shall prevail in the event of a conflict or inconsistency. Each of the parties hereto hereby confirms that it has the power and authority to enter into this agreement and to perform and fulfill its respective obligations hereunder.
9. Any notice or other communication relating to this agreement shall be in writing, and shall be delivered by personal delivery/courier or by telefax transmission to the intended party hereto at the following addresses/fax numbers:

To: Toronto Standard Condominium
Corporation No. 1688
c/o Times Property Management Inc.
330 Highway No. 7 East
PH3
Richmond Hill, Ontario
L4B 3P8
Facsimile (905) 882-1573

To: Rogers Cable Communications Inc.
855 York Mills Road
Don Mills, Ontario
M3B 1Z1
Facsimile: (416) 466-7416
Attention: Director, Major Accounts

All notices shall be delivered or telefaxed as aforesaid on a business day (excluding Saturdays, Sundays and statutory holidays). Any notice delivered or telefaxed after 4:30 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that no telefax

transmission shall be deemed to have been received unless a confirmation of such transmission has been received by the transmitting party at the time of such transmission. Any address for notice of telefax number set forth above may be changed by notice in writing delivered in accordance with this paragraph.

10. This agreement shall be registered on title to the Common Elements (or against the title to each of the Units, in the event that the Condominium Corporation has been abstracted under the Polaris System). Upon the termination of this agreement in accordance with the foregoing provisions hereof, the Condominium Corporation is hereby authorized to make and execute any requisite application(s) under The Land Titles Act R.S.O. 1990, as amended, to delete this agreement (or any notice thereof) from the respective parcel registers of each of the Units.
11. This agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.
12. This agreement shall be registered on title to the Common Elements (or against the title to each of the Units, in the event that the Condominium Corporation has been abstracted under the Polaris System). Upon the termination of this agreement in accordance with the foregoing provisions hereof, the Condominium Corporation is hereby authorized to make and execute any requisite application(s) under The Land Titles Act R.S.O. 1990, as amended, to delete this agreement (or any notice thereof) from the respective parcel registers of each of the Units.
13. This agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents this 11th day of July, 2005.

Toronto Standard
Condominium Corporation No. 1688

Per: _____
President - Saeid Aghaei

Per: _____
Secretary - Behrouz Parsa

We have the authority to bind the Corporation

Rogers Cable Communications Inc.

Per: _____

Per: _____

We have the authority to bind the Corporation

NOTARIAL CERTIFICATE

CANADA
PROVINCE OF ONTARIO

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TO ALL WHOM THESE
PRESENTS
MAY COME, BE SEEN, OR
KNOWN

I, MARY GERALDINE CRITELLI

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto


DO CERTIFY AND ATTEST that the paper-writing hereto annexed is a true photocopy of a document produced and shown to me and purporting to be:

**BY-LAW NO. 4
OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
REGISTERED AUGUST 2, 2005 AS INSTRUMENT NUMBER AT878115**

the said copy of the above-noted document having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name, and affixed my Notarial Seal of Office, at the City of Toronto

this 6th day of September, 2005.



Mary Geraldine Critelli
A Notary Public in and for
the Province of Ontario

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688

BY-LAW NUMBER 4

WHEREAS 1542123 Ontario Inc. (hereinafter referred to as the "Declarant") has entered into a site plan agreement with the City of Toronto (hereinafter referred to as the "City"), registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT359731, (which agreement is hereinafter referred to as the "Outstanding Municipal Agreement"), pertaining to various matters involving the development of the lands and premises encompassed within the condominium description plan of Toronto Standard Condominium Plan No. 1688 (hereinafter referred to as the "Lands");

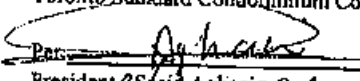
Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1688 (hereinafter referred to as this or the "Corporation" or this or the "Condominium") as follows:

1. That the Corporation enter into an agreement with the Declarant and/or the City having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Assumption Agreement"), for the purposes of evidencing the Corporation's formal assumption of all outstanding obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreement, insofar as the Lands are concerned, including without limitation, the maintenance of all works, services and/or facilities constructed or installed by the Declarant upon or within the Lands;
2. That all terms, provisions and conditions set out in the Outstanding Municipal Agreement, and in the Assumption Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein respectively set out), are hereby authorized, ratified, sanctioned, approved and confirmed; and
3. That any officer of the Corporation be and he or she is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Assumption Agreement on title to the Lands. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

Toronto Standard Condominium Corporation No. 1688 hereby enacts the foregoing By-law, having been duly approved by all the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 per cent of the units in the Corporation, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c-19*.

DATED at Toronto this 11th day of July, 2005.

Toronto Standard Condominium Corporation No. 1688

Per: 

President - Sheid Aghaei

Per: 

Secretary - Behrouz Parsa

We have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 4

ASSUMPTION AGREEMENT

THIS AGREEMENT made the 11th day of July, 2005.

AMONGST: 1542123 ONTARIO INC.
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
(hereinafter called the "Condominium Corporation")

OF THE SECOND PART

- and -

CITY OF TORONTO
(hereinafter called the "City")

OF THE THIRD PART

WHEREAS prior to the registration or creation of the Condominium Corporation pursuant to the provisions of The Condominium Act 1998, S.O. 1998, as amended (the "Act"), the Declarant entered into a site plan agreement with the City, registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT359731, (which agreement is hereinafter referred to as the "Outstanding Municipal Agreement"), pertaining to various matters involving or related to the development of the lands and premises encompassed within the condominium description plan of the Condominium Corporation (hereinafter referred to as the "Lands");

AND WHEREAS the Declarant has satisfied all of the financial obligations arising under (or referred to in) the Outstanding Municipal Agreement;

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume all outstanding or ongoing obligations and liabilities set forth in the Outstanding Municipal Agreement pertaining to Lands;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of \$10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, both in substance and in fact, and the Condominium Corporation hereby covenants and agrees, to and with the Declarant and the City, as follows, namely:

1. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions contained in the Outstanding Municipal Agreement insofar as the Lands are concerned, including without limitation, all obligations and liabilities pertaining to the maintenance of any works, services and/or facilities heretofore constructed or installed by or on behalf of the Declarant upon or within the Lands;
2. That the Condominium Corporation shall execute and give such further documents and/or assurances as the City and/or the Declarant may hereafter require, from time to time, in order to evidence and confirm the foregoing;
3. That if any claim or proceeding is made or pursued against the Declarant by the City (or if any security heretofore provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under the Outstanding Municipal Agreement has been drawn down by the City) as a result of (or arising from or in connection with) the breach of any term or provision of the Outstanding Municipal Agreement committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable at law or in equity), then the Condominium Corporation shall fully indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof or in connection therewith; and
4. That the City shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreement, insofar as the Lands are concerned, notwithstanding that the City is not a signatory to these presents.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

1542123 ONTARIO INC.

Per: _____

Saeid Aghaei - President

Per: _____

Behrouz Parsa - Secretary

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688

Per: _____

President - Saeid Aghaei

Per: _____

Secretary - Behrouz Parsa

We have authority to bind the Corporation

THE CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

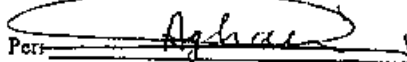
(under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1688 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of By-law Number 4, attached hereto as Schedule "A", is a true copy of the said by-law;
2. The said by-law was made in accordance with the provisions of *The Condominium Act, 1998*; and
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the said by-law.

Dated this 11th day of July, 2005.

TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 1688

Per: 
President - Saeid Aghaei

Per: 
Secretary - Behrouz Parsa

We have authority to bind the Corporation

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688

BY-LAW NUMBER 4

WHEREAS 1542123 Ontario Inc. (hereinafter referred to as the "Declarant") has entered into a site plan agreement with the City of Toronto (hereinafter referred to as the "City"), registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT359731, (which agreement is hereinafter referred to as the "Outstanding Municipal Agreement"), pertaining to various matters involving the development of the lands and premises encompassed within the condominium description plan of Toronto Standard Condominium Plan No. 1688 (hereinafter referred to as the "Lands");

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1688 (hereinafter referred to as this or the "Corporation" or this or the "Condominium") as follows:

1. That the Corporation enter into an agreement with the Declarant and/or the City having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Assumption Agreement"), for the purposes of evidencing the Corporation's formal assumption of all outstanding obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreement, insofar as the Lands are concerned, including without limitation, the maintenance of all works, services and/or facilities constructed or installed by the Declarant upon or within the Lands;
2. That all terms, provisions and conditions set out in the Outstanding Municipal Agreement, and in the Assumption Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein respectively set out), are hereby authorized, ratified, sanctioned, approved and confirmed; and
3. That any officer of the Corporation be and he or she is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Assumption Agreement on title to the Lands. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

Toronto Standard Condominium Corporation No. 1688 hereby enacts the foregoing By-law, having been duly approved by all the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 per cent of the units in the Corporation, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c-19*.

DATED at Toronto this 11th day of July, 2005.

Toronto Standard Condominium Corporation No. 1688

Per: 

President - Saied Aghaei

Per: 

Secretary - Behrouz Farza

We have authority to bind the Corporation

**SCHEDULE "A" TO BY-LAW NO. 4
ASSUMPTION AGREEMENT**

THIS AGREEMENT made the 1st day of July, 2005.

AMONGST: 1542123 ONTARIO INC.
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688
(hereinafter called the "Condominium Corporation")

OF THE SECOND PART

- and -

CITY OF TORONTO
(hereinafter called the "City")

OF THE THIRD PART

WHEREAS prior to the registration or creation of the Condominium Corporation pursuant to the provisions of The Condominium Act 1998, S.O. 1998, as amended (the "Act"), the Declarant entered into a site plan agreement with the City, registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT359731, (which agreement is hereinafter referred to as the "Outstanding Municipal Agreement"), pertaining to various matters involving or related to the development of the lands and premises encompassed within the condominium description plan of the Condominium Corporation (hereinafter referred to as the "Lands");

AND WHEREAS the Declarant has satisfied all of the financial obligations arising under (or referred to in) the Outstanding Municipal Agreement;

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume all outstanding or ongoing obligations and liabilities set forth in the Outstanding Municipal Agreement pertaining to Lands;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of \$10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, both in substance and in fact, and the Condominium Corporation hereby covenants and agrees, to and with the Declarant and the City, as follows, namely:

1. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions contained in the Outstanding Municipal Agreement insofar as the Lands are concerned, including without limitation, all obligations and liabilities pertaining to the maintenance of any works, services and/or facilities heretofore constructed or installed by or on behalf of the Declarant upon or within the Lands;
2. That the Condominium Corporation shall execute and give such further documents and/or assurances as the City and/or the Declarant may hereafter require, from time to time, in order to evidence and confirm the foregoing;
3. That if any claim or proceeding is made or pursued against the Declarant by the City (or if any security heretofore provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under the Outstanding Municipal Agreement has been drawn down by the City) as a result of (or arising from or in connection with) the breach of any term or provision of the Outstanding Municipal Agreement committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable at law or in equity), then the Condominium Corporation shall fully indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof or in connection therewith; and
4. That the City shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreement, insofar as the Lands are concerned, notwithstanding that the City is not a signatory to these presents.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

1542123 ONTARIO INC.

Per: _____

Saeid Aghaei - President

Per: _____

Behrouz Parsa - Secretary

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1688

Per: _____

President - Saeid Aghaei

Per: _____

Secretary - Behrouz Parsa

We have authority to bind the Corporation