

FOR OFFICE USE ONLY

**DUPLICATE**

B 890372

Number .....  
**CERTIFICATE OF RECEIPT**

JAN 20 1986

pm 3:20

AST. DEP. LAND REGISTRAR  
 L. I. METRO. TORONTO No. 66

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
(3) Property Identifier(s) Block Property		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document BY-LAW (CONDOMINIUM ACT)		
(5) Consideration Not Applicable Dollars \$		
(6) Description The Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 690 in the City of Toronto, in the Municipality of Metropolitan Toronto, Land Titles Division of Metropolitan Toronto (No. 66)		
(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 checked="" type="checkbox"/>

(8) This Document provides as follows:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690 hereby certifies that the By-Law Number 5 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 5 has not been amended and is in full force and effect.

Continued on Schedule

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

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

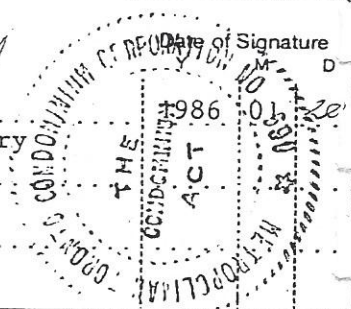
Name(s)

Signature(s)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 690 (Applicant)

per:

*Alan J. Frank*  
 Alan J. Frank - Secretary



(11) Address for Service

211 Queen's Quay West, Toronto, Ontario, M5J 2M6, Attention: Property Manager

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

Name(s)

Signature(s)

Date of Signature  
 Y M C

(13) Address for Service

(14) Municipal Address of Property

211 Queen's Quay West  
 Toronto, Ontario  
 M5J 2M6

(15) Document Prepared by:

Olympia & York Developments Limited  
 1 First Canadian Place  
 P.O. Box 20, 32nd Floor  
 Toronto, Ontario M5X 1B5  
 Attn: Law Department / AJF

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
<b>Total</b>	

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METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 690

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BY-LAW NO. 5

A by-law respecting the entering into of  
a Reciprocal Agreement.

WHEREAS the building (the "Building") within which the common elements of the Corporation and the units are situated contains, as well, premises, portions of which will be used for one or more commercial, retail, office, theatre and auditorium purposes (collectively, the "Commercial Premises"), which premises shall not form part of the units or common elements of the Corporation;

AND WHEREAS the Corporation shall be entering into an agreement (the "Reciprocal Agreement") with certain others having interests in the Commercial Premises or portions thereof which shall govern the rights and liabilities of the Corporation and the other parties to the Reciprocal Agreement, governing the procedures for the integrated use, operation, maintenance, repair, reconstruction, if necessary, and the sharing of costs for mutual services relating to the units or common elements of the Corporation;

BE IT ENACTED as a by-law of Metropolitan Toronto Condominium Corporation No. 690 (herein referred to as the "Corporation") as follows:

That the Corporation do enter into a Reciprocal Agreement with others having interests in the Commercial Premises or portions thereof which shall include, without limitation, provision that:

(a) realty taxes or similar governmental charges and assessments, shall be paid by each of the respective parties on an equitable basis in relation to their respective interests in the Building, and that the parties will endeavour to obtain separate assessment and tax billings for each of their respective interests;

(b) that insurance, utilities, and costs related to operation and maintenance in respect of facilities utilized by more than one of the parties shall be shared on an equitable basis with recognition to be given to respective use and benefit of the area affected;

(c) procedures proscribed therein shall be followed and formulae proscribed therein shall govern the carrying out and the sharing of cost of demolishing, restoring or replacing any part of the Building or any replacement thereof, whether the same shall be voluntary or shall be required by expropriation or casualty, including the disposition of any insurance or expropriation proceeds;

(d) each of the respective parties shall grant or consent to as the case may be, and from time to time, to any one or combination of the other parties, all such easements, rights of way and rights of support as may be required by any one or combination of the parties as the case may be to permit the full use, operation, maintenance, and repair of any portion of the Building including the provision for services and utilities;

(e) all construction or reconstruction of a structural nature, and all structural alterations as well as modifications to the exterior of the Building and the Commercial Premises shall be subject to the prior written approval of the owners of the Commercial Premises;

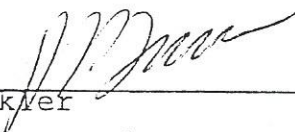
(f) a trustee may be appointed (who may also be the insurance trustee) to receive proceeds of insurance, to hold such proceeds in trust for the benefit of those persons entitled thereto and to disburse the proceeds, all in the manner to be set out in a trust agreement;


(g) the Corporation shall make payments from the monies collected on account of the common expenses of the Corporation's share of the financial obligations that may be required or payable under the Reciprocal Agreement;

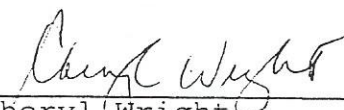
and all other terms as may be approved by the President or the Secretary of the Corporation; and the Corporation shall execute such other documents, agreements and transfers and pass such other special by-laws as may be requisite or desirable for the purpose of giving effect to the Reciprocal Agreement.

The foregoing By-law No. 5 is hereby passed by the directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the directors.

DATED this 20th day of December, 1985.

  
\_\_\_\_\_  
Bruce A. Finkler

  
\_\_\_\_\_  
Alan J. Frank

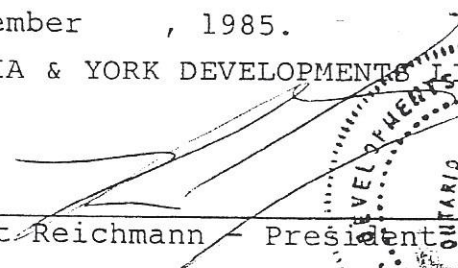
  
\_\_\_\_\_  
Cheryl Wright

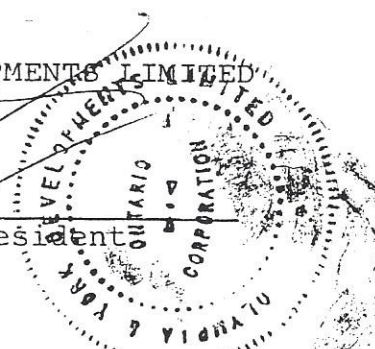
The undersigned, which owns 100% of the Units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 5 of the said Corporation, as By-law No. 5 hereto, pursuant to the provisions of the said Condominium Act on the 20th day of December, 1985.

DATED this 31st day of December, 1985.

OLYMPIA & YORK DEVELOPMENTS LIMITED

per:

  
\_\_\_\_\_  
Albert Reichmann - President



DATED December 1, 1985

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 690

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BY-LAW NO. 5

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OLYMPIA & YORK DEVELOPMENTS LIMITED  
1 First Canadian Place  
P.O. Box 20, 32nd Floor  
Toronto, Ontario M5X 1B5

AJF