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CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2011-01-07 13:52

(1) Registry Land Titles (2) Page 1 of 5 pages

(3) Property Identifier(s) 12952-0001 (LT) to 12952-0854 (LT) Block Property inclusive Additional: See Schedule

(4) Nature of Document By-law No. 6

(5) Consideration Dollars \$

(6) Description All units and levels and common elements in Toronto Standard Condominium Plan No. 1952, City of Toronto, Land Titles Division of Toronto (No. 66)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

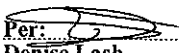
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Parties Other

(8) This Document provides as follows: See Schedule for By-law No. 6

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
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952 Per:  2011 01 05
by its solicitors, HEENAN BLAIKIE LLP Denise Lash

(11) Address for Service c/o Heenan Blaikie LLP, Bay Adelaide Centre, Suite 2900, 333 Bay Street, Toronto, ON M5H 2T4

(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

21 Carlton Street
TORONTO, Ontario
M5B 1L3

(15) Document Prepared by:

HEENAN BLAIKIE LLP
Bay Adelaide Centre
333 Bay Street, Suite 2900
TORONTO, ON M5H 2T4
(Denise Lash/Tina Flinders)

Fees and Tax	
Registration Fee	
Total	

CERTIFICATE IN RESPECT OF A BY-LAW
(Under subsection 56(9) of the Condominium Act, 1998)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 6, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the Condominium Act, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 17 day of September, 2010.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952

By:

Print Name: John M. DORRAN
President

John M. Dorran

By:

Print Name: RICHARD LISBANE
Secretary

Richard Lisbane

We have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952 (the "Corporation")

BY-LAW NO. 6 THE MET CONDOS

OCCUPANCY STANDARDS

WHEREAS the Corporation manages the property and assets of a mixed use residential/commercial condominium at 21 Carlton Street, Toronto, Ontario, M5B 1L3;

AND WHEREAS pursuant to section 57 of the Condominium Act, 1998, S.O. 1998, C.19 (Ontario) (the "Act") the Corporation's board of directors (the "Board") has decided that it is in the Corporation's best interest to enact a by-law that establishes standards for occupancy of the residential dwelling units;

NOW THEREFORE BE IT ENACTED that the following be a by-law of the Corporation:

1. OCCUPANCY STANDARDS

- 1.1. Standards: No more than two persons per Sleeping Room shall reside in a residential dwelling unit. This standard is the "occupant load" established under the Ontario Building Code (O. Reg. 350/06, Division B, Part 3, s. 3.1.17) (the "Occupancy Standard").
1.2. Duty: Owners have a duty to prohibit persons from residing in their units in excess of the Occupancy Standard. A person is deemed to reside in a unit if he or she occupies the unit for a period of one (1) month or more, unless he or she has evidence to contrary that is satisfactory to the Board in its discretion.
1.3. Sleeping Room: For the purpose of Section 1.1, the term "Sleeping Room" means a bedroom or other area in a residential dwelling unit designed for sleeping as established by the as-built building plans, architectural plans or the Corporation's registered description. For clarity, in a single-room studio or bachelor apartment unit, the term "Sleeping Room" refers to the living room.
1.4. Exclusions: A Sleeping Room shall not include a kitchen, living room (except in the case of single-room bachelor or studio apartments), dining room, solarium, bathroom, foyer, lobby, closet, laundry room, utility room, pantry or balcony.

2. HUMAN RIGHTS

- 2.1. Supremacy of Human Rights: The Occupancy Standard shall not apply, and the Corporation shall not enforce it, if its application and enforcement qualifies as a breach of Human Rights Code (Ontario). By way of example, the Corporation shall not enforce it if it will result in a breach of a resident's right to equal treatment

with respect to occupancy or accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability or receipt of public assistance under s. 2(1) of the *Human Rights Code*.

- 2.2. *Estoppel*: A failure to enforce under this article shall not estop the Corporation (by way of waiver, acquiescence or *laches* under the equitable doctrine of estoppel) from enforcing the Occupancy Standard where no breach of the *Human Rights Code* will occur.

3. ASSESSMENT

- 3.1. *Owner to Remedy Breach*: In the event that excess persons reside in the unit contrary to the Occupancy Standard, an Owner shall, within 15 days of receiving written notice of the breach, eject the excess people.

- 3.2. *Assessment*: Where the Owner fails to rectify the breach above, the Board may by resolution levy against the unit for the entire period during which the breach occurred:

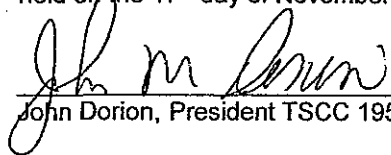
- (a) an assessment for the amount, as determined by the Board, that reasonably reflects the amount by which the contravention increases the cost of maintaining the common elements and repairing them after damage; and
- (b) an assessment for the amount, as determined by the Board, that reasonably reflects the amount by which the contravention increases the cost of using the utilities that form part of the common expenses.

- 3.3. *Prior Notice to Owner*: Before levying the assessment in Section 3.2, the Board shall:

- (a) obtain professional property management, accounting, engineering and legal advice and carefully review this advice before determining the amount; and
- (b) provide the Owner with 10 days prior written notice of its intention to levy the assessment. The notice will set out the proposed assessment amount.

- 3.4. *Common Expenses*: After it levies the assessment in Section 3.2, that assessment shall form part of the contribution to the common expenses payable for the unit. Upon receipt of written notice of this additional common expense payment, the Owner will have sixty (60) days to send the Corporation a notice of mediation to dispute the assessment under section 132(4) of the Act. Failing which, the assessment will be final and binding on the Owner, and the Owner will be deemed to have waived his or her right to mediate or arbitrate.

The foregoing by-law is hereby passed by the Board of TSCC 1952 (subject to approval by the owners) pursuant to the *Condominium Act, 1998 (Ontario)* at a meeting of directors duly called and held on the 17th day of November 2009.

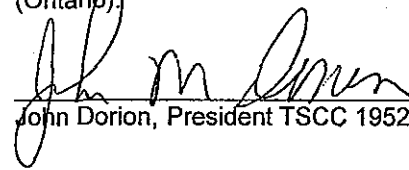


John Dorion, President TSCC 1952

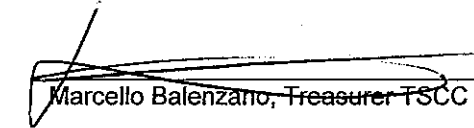


Marcello Balenzano, Treasurer TSCC 1952

The foregoing by-law was duly enacted by the owners of TSCC 1952 of a majority of the Corporation's units voting in favour of confirming it at a meeting of owners duly called and held on the 26th day of May 2010 in accordance with the requirements of the *Condominium Act, 1998 (Ontario)*.



John Dorion, President TSCC 1952



Marcello Balenzano, Treasurer TSCC 1952