



Document General

Form 4 — Land Registration Reform Act

D

AT 847095

CERTIFICATE OF RECEIPT
RÉCEPISSE
TORONTO (66)

2005-06-30

11:11

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 29 pages

(3) Property
Identifier(s)

Block

Property

12551-0001 to 12551-0691

Additional:
See
Schedule ☐

(4) Nature of Document

By-Law No. 5 (Condominium Act, 1998, S.O. 1998, c. 19, subsection 56(9))

(5) Consideration

Dollars \$

(6) Description

All units and common elements
comprising the property included in
Toronto Standard Condominium Plan No. 1551
City of Toronto
Land Titles Division of the Land Registry Office 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 ☐ Additional
Parties ☐ Other ☒

This Document provides as follows:

cc Schedule for By-Law and Certificate.

Continued on Schedule ☐

This Document relates to instrument number(s)

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

Name(s)

Signature(s)

Date of Signature
Y M D

Toronto Standard Condominium Corporation No. 1551

2005 06 23

by its solicitor, Richard A. Elia
I have authority to bind the Corporation

1) Address
for Service

c/o Elia Associates, Barristers and Solicitors, 15 Coldwater Road, Toronto, Ontario, M3B 1Y8

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

8 Beverly Street
Toronto, Ontario

15) Document Prepared by:

Elia Associates
Barristers and Solicitors
15 Coldwater Road
Toronto, Ontario
M3B 1Y8

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
1	1	12551-0001
2	1	12551-0002
3	1	12551-0003
4	1	12551-0004
5	1	12551-0005
6	1	12551-0006
7	1	12551-0007
8	1	12551-0008
9	1	12551-0009
10	1	12551-0010
11	1	12551-0011
12	1	12551-0012
13	1	12551-0013
14	1	12551-0014
15	1	12551-0015
16	1	12551-0016
17	1	12551-0017
18	1	12551-0018
19	1	12551-0019
20	1	12551-0020

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
21	1	12551-0021
22	1	12551-0022
23	1	12551-0023
24	1	12551-0024
25	1	12551-0025
26	1	12551-0026
27	1	12551-0027
28	1	12551-0028
29	1	12551-0029
30	1	12551-0030
31	1	12551-0031
32	1	12551-0032
33	1	12551-0033
34	1	12551-0034
35	1	12551-0035
36	1	12551-0036
37	1	12551-0037
38	1	12551-0038
39	1	12551-0039
40	1	12551-0040
41	1	12551-0041
42	1	12551-0042
43	1	12551-0043
44	1	12551-0044
45	1	12551-0045
46	1	12551-0046
47	1	12551-0047
48	1	12551-0048
49	1	12551-0049
50	1	12551-0050
51	1	12551-0051
52	1	12551-0052
53	1	12551-0053
54	1	12551-0054
55	1	12551-0055
56	1	12551-0056
57	1	12551-0057
58	1	12551-0058
59	1	12551-0059
60	1	12551-0060
61	1	12551-0061
62	1	12551-0062
63	1	12551-0063
64	1	12551-0064
65	1	12551-0065

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
66	1	12551-0066
67	1	12551-0067
68	1	12551-0068
69	1	12551-0069
70	1	12551-0070
71	1	12551-0071
72	1	12551-0072
73	1	12551-0073
74	1	12551-0074
75	1	12551-0075
76	1	12551-0076
77	1	12551-0077
78	1	12551-0078
79	1	12551-0079
80	1	12551-0080
81	1	12551-0081
82	1	12551-0082
83	1	12551-0083
84	1	12551-0084
85	1	12551-0085
86	1	12551-0086
87	1	12551-0087
88	1	12551-0088
89	1	12551-0089
90	1	12551-0090
91	1	12551-0091
92	1	12551-0092
93	1	12551-0093
94	1	12551-0094
95	1	12551-0095
96	1	12551-0096
97	1	12551-0097
98	1	12551-0098
99	1	12551-0099
100	1	12551-0100
101	1	12551-0101
102	1	12551-0102
103	1	12551-0103
104	1	12551-0104
105	1	12551-0105
106	1	12551-0106
107	1	12551-0107
108	1	12551-0108
109	1	12551-0109
110	1	12551-0110

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
111	1	12551-0111
112	1	12551-0112
113	1	12551-0113
114	1	12551-0114
115	1	12551-0115
116	1	12551-0116
117	1	12551-0117
118	1	12551-0118
119	1	12551-0119
120	1	12551-0120
121	1	12551-0121
122	1	12551-0122
123	1	12551-0123
124	1	12551-0124
125	1	12551-0125
126	1	12551-0126
127	1	12551-0127
128	1	12551-0128
129	1	12551-0129
130	1	12551-0130
131	1	12551-0131
132	1	12551-0132
133	1	12551-0133
134	1	12551-0134
135	1	12551-0135
136	1	12551-0136
137	1	12551-0137
138	1	12551-0138
139	1	12551-0139
140	1	12551-0140
141	1	12551-0141
142	1	12551-0142
143	1	12551-0143
144	1	12551-0144
145	1	12551-0145
146	1	12551-0146
147	1	12551-0147
148	1	12551-0148
149	1	12551-0149
150	1	12551-0150
151	1	12551-0151
152	1	12551-0152
153	1	12551-0153
154	1	12551-0154
155	1	12551-0155

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
156	1	12551-0156
157	1	12551-0157
158	1	12551-0158
159	1	12551-0159
160	1	12551-0160
161	1	12551-0161
162	1	12551-0162
163	1	12551-0163
164	1	12551-0164
165	1	12551-0165
166	1	12551-0166
167	1	12551-0167
168	1	12551-0168
169	1	12551-0169
170	1	12551-0170
171	1	12551-0171
172	1	12551-0172
173	1	12551-0173
174	1	12551-0174
175	1	12551-0175
176	1	12551-0176
177	1	12551-0177
1	2	12551-0178
2	2	12551-0179
3	2	12551-0180
4	2	12551-0181
5	2	12551-0182
6	2	12551-0183
7	2	12551-0184
8	2	12551-0185
9	2	12551-0186
10	2	12551-0187
11	2	12551-0188
12	2	12551-0189
13	2	12551-0190
14	2	12551-0191
15	2	12551-0192
16	2	12551-0193
17	2	12551-0194
18	2	12551-0195
19	2	12551-0196
20	2	12551-0197
21	2	12551-0198
22	2	12551-0199
23	2	12551-0200

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
24	2	12551-0201
25	2	12551-0202
26	2	12551-0203
27	2	12551-0204
28	2	12551-0205
29	2	12551-0206
30	2	12551-0207
31	2	12551-0208
32	2	12551-0209
33	2	12551-0210
34	2	12551-0211
35	2	12551-0212
36	2	12551-0213
37	2	12551-0214
38	2	12551-0215
39	2	12551-0216
40	2	12551-0217
41	2	12551-0218
42	2	12551-0219
43	2	12551-0220
44	2	12551-0221
45	2	12551-0222
46	2	12551-0223
1	3	12551-0224
2	3	12551-0225
3	3	12551-0226
4	3	12551-0227
5	3	12551-0228
6	3	12551-0229
7	3	12551-0230
8	3	12551-0231
9	3	12551-0232
10	3	12551-0233
11	3	12551-0234
12	3	12551-0235
13	3	12551-0236
14	3	12551-0237
15	3	12551-0238
16	3	12551-0239
17	3	12551-0240
18	3	12551-0241
19	3	12551-0242
20	3	12551-0243
21	3	12551-0244
22	3	12551-0245

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
23	3	12551-0246
24	3	12551-0247
25	3	12551-0248
26	3	12551-0249
27	3	12551-0250
28	3	12551-0251
29	3	12551-0252
30	3	12551-0253
31	3	12551-0254
32	3	12551-0255
33	3	12551-0256
34	3	12551-0257
35	3	12551-0258
1	4	12551-0259
2	4	12551-0260
3	4	12551-0261
4	4	12551-0262
5	4	12551-0263
6	4	12551-0264
7	4	12551-0265
8	4	12551-0266
9	4	12551-0267
10	4	12551-0268
11	4	12551-0269
12	4	12551-0270
13	4	12551-0271
14	4	12551-0272
15	4	12551-0273
16	4	12551-0274
17	4	12551-0275
18	4	12551-0276
19	4	12551-0277
20	4	12551-0278
21	4	12551-0279
22	4	12551-0280
23	4	12551-0281
24	4	12551-0282
25	4	12551-0283
26	4	12551-0284
27	4	12551-0285
28	4	12551-0286
29	4	12551-0287
30	4	12551-0288
31	4	12551-0289
32	4	12551-0290

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (t age)	PROPERTY ID. (Cote foncière)
33	4	12551-0291
34	4	12551-0292
35	4	12551-0293
36	4	12551-0294
37	4	12551-0295
38	4	12551-0296
39	4	12551-0297
40	4	12551-0298
41	4	12551-0299
42	4	12551-0300
43	4	12551-0301
44	4	12551-0302
45	4	12551-0303
46	4	12551-0304
47	4	12551-0305
48	4	12551-0306
49	4	12551-0307
50	4	12551-0308
1	5	12551-0309
2	5	12551-0310
3	5	12551-0311
4	5	12551-0312
5	5	12551-0313
6	5	12551-0314
7	5	12551-0315
8	5	12551-0316
9	5	12551-0317
10	5	12551-0318
11	5	12551-0319
12	5	12551-0320
13	5	12551-0321
14	5	12551-0322
15	5	12551-0323
16	5	12551-0324
17	5	12551-0325
18	5	12551-0326
19	5	12551-0327
20	5	12551-0328
21	5	12551-0329
22	5	12551-0330
23	5	12551-0331
24	5	12551-0332
25	5	12551-0333
26	5	12551-0334
27	5	12551-0335

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
28	5	12551-0336
29	5	12551-0337
30	5	12551-0338
1	6	12551-0339
2	6	12551-0340
3	6	12551-0341
4	6	12551-0342
5	6	12551-0343
6	6	12551-0344
7	6	12551-0345
8	6	12551-0346
9	6	12551-0347
10	6	12551-0348
11	6	12551-0349
12	6	12551-0350
13	6	12551-0351
14	6	12551-0352
15	6	12551-0353
16	6	12551-0354
17	6	12551-0355
18	6	12551-0356
19	6	12551-0357
20	6	12551-0358
21	6	12551-0359
22	6	12551-0360
1	7	12551-0361
2	7	12551-0362
3	7	12551-0363
4	7	12551-0364
5	7	12551-0365
6	7	12551-0366
7	7	12551-0367
8	7	12551-0368
9	7	12551-0369
10	7	12551-0370
11	7	12551-0371
12	7	12551-0372
13	7	12551-0373
14	7	12551-0374
15	7	12551-0375
16	7	12551-0376
17	7	12551-0377
18	7	12551-0378
19	7	12551-0379
1	8	12551-0380

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
2	8	12551-0381
3	8	12551-0382
4	8	12551-0383
5	8	12551-0384
6	8	12551-0385
7	8	12551-0386
8	8	12551-0387
9	8	12551-0388
10	8	12551-0389
11	8	12551-0390
12	8	12551-0391
13	8	12551-0392
14	8	12551-0393
1	9	12551-0394
2	9	12551-0395
3	9	12551-0396

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

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UNIT (Partie privative)	LEVEL (t age)	PROPERTY ID. (Cote foncière)
1	A	12551-0397
2	A	12551-0398
3	A	12551-0399
4	A	12551-0400
5	A	12551-0401
6	A	12551-0402
7	A	12551-0403
8	A	12551-0404
9	A	12551-0405
10	A	12551-0406
11	A	12551-0407
12	A	12551-0408
13	A	12551-0409
14	A	12551-0410
15	A	12551-0411
16	A	12551-0412
17	A	12551-0413
18	A	12551-0414
19	A	12551-0415
20	A	12551-0416
21	A	12551-0417
22	A	12551-0418
23	A	12551-0419
24	A	12551-0420
25	A	12551-0421
26	A	12551-0422
27	A	12551-0423
28	A	12551-0424
29	A	12551-0425
30	A	12551-0426
31	A	12551-0427
32	A	12551-0428
33	A	12551-0429
34	A	12551-0430
35	A	12551-0431
36	A	12551-0432
37	A	12551-0433
38	A	12551-0434
39	A	12551-0435
40	A	12551-0436
41	A	12551-0437
42	A	12551-0438
43	A	12551-0439
44	A	12551-0440
45	A	12551-0441

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

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UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
46	A	12551-0442
47	A	12551-0443
48	A	12551-0444
49	A	12551-0445
50	A	12551-0446
51	A	12551-0447
52	A	12551-0448
53	A	12551-0449
54	A	12551-0450
55	A	12551-0451
56	A	12551-0452
57	A	12551-0453
58	A	12551-0454
59	A	12551-0455
60	A	12551-0456
61	A	12551-0457
62	A	12551-0458
63	A	12551-0459
64	A	12551-0460
65	A	12551-0461
66	A	12551-0462
67	A	12551-0463
68	A	12551-0464
69	A	12551-0465
70	A	12551-0466
71	A	12551-0467
72	A	12551-0468
73	A	12551-0469
74	A	12551-0470
75	A	12551-0471
76	A	12551-0472
77	A	12551-0473
78	A	12551-0474
79	A	12551-0475
80	A	12551-0476
81	A	12551-0477
82	A	12551-0478
83	A	12551-0479
84	A	12551-0480
85	A	12551-0481
86	A	12551-0482
87	A	12551-0483
88	A	12551-0484
89	A	12551-0485
90	A	12551-0486

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
91	A	12551-0487
92	A	12551-0488
93	A	12551-0489
94	A	12551-0490
95	A	12551-0491
96	A	12551-0492
97	A	12551-0493
98	A	12551-0494
99	A	12551-0495
100	A	12551-0496
101	A	12551-0497
102	A	12551-0498
103	A	12551-0499
104	A	12551-0500
105	A	12551-0501
106	A	12551-0502
107	A	12551-0503
108	A	12551-0504
109	A	12551-0505
110	A	12551-0506
111	A	12551-0507
112	A	12551-0508
113	A	12551-0509
114	A	12551-0510
115	A	12551-0511
116	A	12551-0512
117	A	12551-0513
118	A	12551-0514
119	A	12551-0515
120	A	12551-0516
121	A	12551-0517
122	A	12551-0518
123	A	12551-0519
124	A	12551-0520
125	A	12551-0521
126	A	12551-0522
127	A	12551-0523
128	A	12551-0524
129	A	12551-0525
130	A	12551-0526
131	A	12551-0527
132	A	12551-0528
133	A	12551-0529
134	A	12551-0530
135	A	12551-0531

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (t age)	PROPERTY ID. (Cote foncière)
136	A	12551-0532
137	A	12551-0533
138	A	12551-0534
139	A	12551-0535
140	A	12551-0536
141	A	12551-0537
142	A	12551-0538
143	A	12551-0539
144	A	12551-0540
145	A	12551-0541
146	A	12551-0542
147	A	12551-0543
148	A	12551-0544
149	A	12551-0545
150	A	12551-0546
151	A	12551-0547
152	A	12551-0548
153	A	12551-0549
154	A	12551-0550
155	A	12551-0551
156	A	12551-0552
157	A	12551-0553
158	A	12551-0554
159	A	12551-0555
160	A	12551-0556
161	A	12551-0557
162	A	12551-0558
163	A	12551-0559
164	A	12551-0560
165	A	12551-0561
166	A	12551-0562
167	A	12551-0563
168	A	12551-0564
169	A	12551-0565
170	A	12551-0566
171	A	12551-0567
172	A	12551-0568
173	A	12551-0569
174	A	12551-0570
175	A	12551-0571
176	A	12551-0572
177	A	12551-0573
178	A	12551-0574
179	A	12551-0575
180	A	12551-0576

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO. DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (t age)	PROPERTY ID. (Cote foncière)
181	A	12551-0577
182	A	12551-0578
183	A	12551-0579
184	A	12551-0580
185	A	12551-0581
186	A	12551-0582
187	A	12551-0583
188	A	12551-0584
189	A	12551-0585
190	A	12551-0586
191	A	12551-0587
192	A	12551-0588
193	A	12551-0589
194	A	12551-0590
195	A	12551-0591
196	A	12551-0592
197	A	12551-0593
198	A	12551-0594
199	A	12551-0595
200	A	12551-0596
201	A	12551-0597
202	A	12551-0598
203	A	12551-0599
204	A	12551-0600
205	A	12551-0601
206	A	12551-0602
207	A	12551-0603
208	A	12551-0604
209	A	12551-0605
210	A	12551-0606
211	A	12551-0607
212	A	12551-0608
213	A	12551-0609
214	A	12551-0610
215	A	12551-0611
216	A	12551-0612
217	A	12551-0613
218	A	12551-0614
219	A	12551-0615
220	A	12551-0616
221	A	12551-0617
222	A	12551-0618
223	A	12551-0619
224	A	12551-0620
225	A	12551-0621

UNIT (Partie privative)	LEVEL (t age)	PROPERTY ID. (Cote foncière)
226	A	12551-0622
227	A	12551-0623
228	A	12551-0624
229	A	12551-0625
230	A	12551-0626
231	A	12551-0627
232	A	12551-0628
233	A	12551-0629
234	A	12551-0630
235	A	12551-0631
236	A	12551-0632
237	A	12551-0633
238	A	12551-0634
239	A	12551-0635
240	A	12551-0636
241	A	12551-0637
242	A	12551-0638
243	A	12551-0639
244	A	12551-0640
245	A	12551-0641
246	A	12551-0642
247	A	12551-0643
248	A	12551-0644
249	A	12551-0645
250	A	12551-0646
251	A	12551-0647
252	A	12551-0648
253	A	12551-0649
254	A	12551-0650
255	A	12551-0651
256	A	12551-0652
257	A	12551-0653
258	A	12551-0654
259	A	12551-0655
260	A	12551-0656
261	A	12551-0657
262	A	12551-0658
263	A	12551-0659
264	A	12551-0660
265	A	12551-0661
266	A	12551-0662
267	A	12551-0663
268	A	12551-0664
269	A	12551-0665
270	A	12551-0666

TORONTO STANDARD CONDOMINIUM PLAN NO. 1551
 (NUM RO'DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote foncière)
271	A	12551-0667
272	A	12551-0668
273	A	12551-0669
274	A	12551-0670
275	A	12551-0671
276	A	12551-0672
277	A	12551-0673
278	A	12551-0674
279	A	12551-0675
280	A	12551-0676
281	A	12551-0677
282	A	12551-0678
283	A	12551-0679
284	A	12551-0680
285	A	12551-0681
286	A	12551-0682
287	A	12551-0683
288	A	12551-0684
289	A	12551-0685
290	A	12551-0686
291	A	12551-0687
292	A	12551-0688
293	A	12551-0689
294	A	12551-0690
295	A	12551-0691

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1551 (known as the "Corporation") certifies that:

1. The Copy of By-law Number 5, 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.

IN WITNESS WHEREOF, the Corporation has affixed its corporate seal attested by the hand of its duly authorized officers this 15 day of June, 2005.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1551**

Per: _____

W. Tuck 15/06/05
Name: **WAYNE TUCK**

Title: President

Per: _____

[Signature]
Name: **Stacey Petersen**

Title: Secretary

I/we have authority to bind the Corporation

Schedule "A"

BY-LAW NO. 5
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1551
(hereinafter referred to as the "Corporation")

**A By-Law to Establish the Procedure with respect to
the Mediation and Arbitration of Disputes or Disagreements**

WHEREAS the *Condominium Act, S.O. 1998, c.19*, together with any regulations made thereunder and any amended or successor legislation (the "Act") requires that, where the mediation and arbitration processes described in sections 125 and 132 of the Act are available, such processes must be used to resolve disputes or disagreements as prescribed by the Act (hereinafter referred to as "Disputes");

AND WHEREAS it is within the power of the Corporation, and it is encouraged by the Act, to confirm and register a by-law to establish the procedure for mediation and arbitration of Disputes between the Parties for the purpose of section 125 or 132 of the Act;

AND WHEREAS the Corporation intends that the procedure in this by-law be employed in all mediation and arbitration proceedings contemplated in sections 125 and 132 of the Act.

NOW THEREFORE BE IT ENACTED as a by-law of the Corporation by resolution of the Board of Directors, as follows:

ARTICLE I - General

1. In the event of any Dispute arising in connection with sections 125 and 132 of the Act, the Dispute shall be addressed and resolved in accordance with the provisions of this By-Law, unless the Parties to the Dispute, by written agreement, change or make additions to the process outlined in this By-law.
2. Unless otherwise agreed in writing by the Parties, or unless otherwise provided for herein, the Parties, their counsel or representatives shall keep confidential all matters and documents disclosed, orally or in writing during the process outlined herein except where disclosure is necessary for implementation of any agreement or settlement reached or is required by law.
3. In this By-law, unless there is something in the subject matter or context inconsistent therewith, the terms used shall have the same meanings ascribed to them as set out in the Act.
4. The headings in this By-law are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
5. A "Party" to a Dispute to which this By-law applies may include the Declarant, the Corporation, an owner or a person for the management of the property.
6. Any notice, demand or other communication required or permitted to be given to any Party as contemplated herein shall be in writing and shall be delivered in accordance with section 47 of the Act. Notice shall be deemed to have been received the day of hand delivery and for registered post delivery forty-eight (48) hours after registration thereof.
7. Nothing contained herein shall prevent the parties from combining related disputes or from adding additional parties to these proceedings.
8. This By-law is to be read with all changes in gender or number as required by the context.

9. Each provision in this By-law is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder hereof.
10. All mediation, negotiation and arbitration shall be conducted in the English language.

ARTICLE II - Pre-Mediation Negotiation

1. Any Party may give to any other Party written notice of a Dispute (the "Mediation Notice"), which Mediation Notice shall include a copy of this By-law.
2. The Parties to any Dispute will make and participate in, good faith efforts to resolve such Dispute through negotiation and in a timely manner.
3. Upon receipt of the Mediation Notice by all Parties, the Parties shall use best efforts to meet ("Pre-Mediation Negotiations") as soon as possible, and as often as reasonably necessary in the course of trying to resolve the Dispute, in order to gather and furnish to the other Party(ies) all information with respect to the matters in issue which the Parties believe will assist with its resolution.
4. The format of Pre-Mediation Negotiations shall be at the discretion of the Parties involved and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other Party or Parties.
5. Pre-Mediation Negotiations shall end on the earlier of:
 - a. the date that any individual Party advises in writing that he/she/it is withdrawing from Pre-Mediation Negotiations;
 - b. ten (10) Days from receipt of the Mediation Notice.

ARTICLE III - Mediation Conference

Appointment of Mediator

1. A single Mediator shall be appointed by agreement of the Parties.
2. Following the end of the Pre-Mediation Negotiations, any Party may give written notice suggesting two individuals to act as Mediator. Within four (4) days after receiving such notice, the other Party(ies) shall each submit the names of two alternative individuals to act as mediator, or shall be deemed to accept the individuals suggested.
3. If the Parties are unable to reach unanimous agreement on the selection of a Mediator within five (5) days after the last Party has provided the names of its proposed mediators, then the Mediator shall be selected at random from among the mediators proposed by the Parties.
4. The Mediator must be impartial and independent of each of the Parties. The Mediator must be an experienced and skilled mediator, and have knowledge of relevant condominium related issues, whose practice is based in Southern Ontario.
5. Before accepting an appointment as Mediator, the proposed mediator shall provide the Parties with a written statement declaring that he or she does not have any interest in the outcome of the Dispute and does not know any of the Parties to the extent that it could raise a perspective of bias.

Documentation

6. Within ten (10) days of the Mediator being appointed, each Party shall submit to the Mediator and to the other Party(ies), without prejudice, a written mediation brief of not more than ten (10) pages in length (8 1/2" x 11") setting forth the Party's positions regarding the Dispute and desired solution to the Dispute (the "Mediation Brief").
7. In addition to the Mediation Brief, each Party is required to deliver to the Mediator a certified cheque made payable to the Mediator representing the Party's proportion of the Mediator's anticipated fees and expenses of the mediation.

Time, Place and Duration of Mediation

8. The Mediator shall set the date, time and venue within Southern Ontario, of the mediation conference as soon as possible after consultation with the Parties.
9. The mediation shall end on the earlier of:
 - a. the date that the Parties enter into a binding settlement agreement with respect to the Dispute;
 - b. the date that any Party or the Mediator withdraws from the mediation;
 - c. twenty (20) days following the end of the Pre-Mediation Negotiations if the parties have been unable to agree upon or accept the choice of Mediator; and
 - d. at 5:00 p.m. (local time) on the twenty-fifth (25th) day after the appointment of the Mediator (the "Mediated Negotiation Period").

Representation

10. Each Party shall either personally attend the mediation or shall be represented by an individual that has the authority to enter into a binding settlement agreement on behalf of the Party.
11. A Party may be accompanied at the mediation conference by legal counsel.
12. If the Mediator is a lawyer, the Mediator shall refrain from providing legal advice to any Party during the course of the mediation conference. The Mediator may recommend that a Party obtain independent legal advice before finalizing a settlement agreement. The Mediator may not recommend the name of any legal counsel.
13. The Parties shall act in good faith and make all reasonable efforts to resolve the Dispute in the course of the mediation conference. The Parties shall agree to provide complete, accurate and timely disclosure of all relevant facts and information, together with supporting documentation to facilitate the negotiations.

Procedure

14. At the mediation conference a representative for each Party shall make a brief oral statement outlining that Party's position and proposed remedy. The oral statement should last for a maximum of fifteen (15) minutes.
15. The Mediator may meet privately with any Party during the mediation conference if the Mediator believes that it will assist the process.

16. Any Party may request a private meeting with the Mediator at any time during the mediation conference.
17. The Mediator will assist by facilitating communication between the Parties to the Dispute, isolating points of agreement and disagreement between the Parties, and assisting the parties in reaching a mutually acceptable resolution.
18. The Parties may agree to extend the Mediated Negotiation Period outlined in paragraph 9 of this Article III. The Mediator shall record that agreement in writing.
19. Each Party is expected to participate in the negotiations with the active assistance of the Mediator.

Settlement Agreement

20. The Parties shall record in writing the terms and conditions of any settlement agreement reached, with sufficient details to ensure a clear understanding of:
 - a. the Dispute;
 - b. the issues resolved in the Dispute;
 - c. the resolution(s) to the Dispute;
 - d. any obligations assumed by each Party including when the obligations are to be met and the criteria to determine if and when these obligations have been met; and
 - e. the consequences of failure to comply with the agreement.
21. The Parties shall fulfill the terms and conditions of a settlement agreement within the time agreed to in the settlement agreement.

Termination of Mediation

22. Any Party and the Mediator is free to withdraw, without reason, from the mediation conference at any time prior to the last day of the Mediation Negotiation Period. In the case of withdrawal by the Mediator, the Mediator shall provide each Party with a written notice terminating the mediated negotiations and state the effective date of termination.
23. If the dispute has not been resolved within the Mediated Negotiation Period or within any extended period agreed to by the Parties under paragraph 18 of this Article III, the Mediator shall deliver notice to the parties stating that the mediation has failed, is terminated, and shall state the effective date of termination (the "Mediation Termination Date").
24. If the mediation is terminated without a settlement agreement, the Parties may agree to request the Mediator for a recommendation of settlement. If the Mediator agrees to provide such a recommendation, it is not binding on the Parties.
25. In the alternative to such non-binding recommendation, the Mediator and the Parties may, by written agreement, direct the Mediator to impose a final award upon the Parties on the same terms and conditions contained in paragraphs 40 to 51 of Article IV herein, and which award shall be deemed to have been determined through binding arbitration in accordance with Article IV herein.

Costs of the Mediation

26. Unless the Parties have agreed otherwise, the fees and reasonable expenses of the Mediator and any reasonable expenses associated with the conduct of the mediation shall be shared equally by the Parties;
27. Unless the Parties have agreed otherwise, the Parties will bear their own expenses of the mediation whether the Dispute is resolved or not.
28. The Parties shall each deposit with the Mediator, in advance, their equal share of any retainer requested by the Mediator, which retainer shall be applied against the fees and reasonable expenses of the Mediator and any reasonable expenses associated with the conduct of the mediation. The retainer amount shall be set by the Mediator in his/her discretion.

Subsequent Proceedings

29. Any award imposed under paragraph 25 above of this Article III may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if they were Orders of the Superior Court of Justice. Once filed, proceedings may be taken on the settlement agreement, the award and/or the Order for costs.
30. Except as (i) required by law, (ii) is reasonably necessary for the establishment of a Party's legal rights against a third Party; or (iii) to enforce any settlement agreement reached between the Parties, the Parties shall not rely upon or introduce into evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the issues that are the subject matter of the Dispute:
 - a. any documents or other Parties which are not otherwise producible in these proceedings;
 - b. any views expressed, or suggestions made, by any Party in respect of a possible settlement of the issues during the course of the Mediation;
 - c. any admissions made by any Party in the course of the mediation unless otherwise stipulated by the admitting Party;
 - d. any proposals, recommendations or written notes for settlement made in respect of the Dispute by the Mediator other than any award imposed in accordance with paragraph 25 of this Article III; or
 - e. the fact that any Party has indicated a willingness to make or accept a proposal or recommendation for settlement.

ARTICLE IV - Arbitration

General

1. If a Dispute is not resolved pursuant to the mediation procedure enumerated in Article III, the Dispute may be determined by binding arbitration in accordance with the procedures enumerated below.
2. Except as otherwise provided in this Article IV, the arbitration of the Dispute, including the procedures, decision and enforcement thereof, shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended, and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "*Arbitration Act*").

3. Unless there is something in the subject matter or context inconsistent therewith, the terms used in this Article IV shall have the meaning ascribed to them under the *Arbitration Act*.
4. Except as prescribed in the *Arbitration Act*, the Parties may, by written agreement, change or make additions to the arbitration process.
5. All written communications shall be delivered in the same manner as written notices under Article I herein. A copy of all written communications between the Arbitrator and a Party shall be delivered to the other Party(ies) concurrently.
6. There shall be no oral communications with respect to the Dispute between a Party and the Arbitrator unless it is made in the presence of all Parties or their legal representatives.
7. A Party shall state any objections to any aspect of the arbitral proceedings, or of the conduct of the other Party or the Arbitrator at the earliest possible time, failing which, the Arbitrator may refuse to consider the objection.
8. The Arbitrator shall determine the place of arbitration, within Southern Ontario, after considering recommendations of the Parties.
9. Subject to section 132(1)(b) of the Act, any Party may initiate the arbitration (the "Claimant"), following termination of mediation, by delivery of a written notice (the "Notice to Arbitrate") to each of the other Parties containing the following:
 - a. a statement of the Dispute;
 - b. a request that the Dispute be referred to arbitration;
 - c. a description of the claim being made; and
 - d. the name or names of proposed arbitrators.
10. Within three (3) days of receipt of the Notice to Arbitrate, the responding Party (the "Respondent") shall, by written notice, provide the Claimant with the name(s) of alternative arbitrators, or shall be deemed to have accepted any of the proposed arbitrators.
11. For the purposes of calculating time, the arbitration shall be deemed to have commenced on the date the respondent received the Notice to Arbitrate under paragraph 9 of this Article IV.
12. The arbitration shall be conducted in English.

Appointment of Arbitrator

13. The arbitration shall be conducted before a single arbitrator who shall be either:
 - a. a member of the Condominium Dispute Resolution Centre;
 - b. a member of the Arbitration and Mediation Institute of Ontario; or
 - c. a former Canadian Judge, based in Southern Ontario, who carries on business as a professional arbitrator.
14. The Arbitrator must be an experienced and skilled arbitrator and have knowledge of relevant condominium related issues.

15. The Arbitrator shall be chosen by mutual agreement of the Parties no later than ten (10) days after the issuance of the Notice to Arbitrate. If the Parties cannot agree, the Arbitrator shall be selected at random from among the arbitrators proposed by the Parties.
16. The selection of the Arbitrator may only be challenged pursuant to the provisions contained in the *Arbitration Act*.
17. The Arbitrator must be impartial and independent of the Parties.
18. Before accepting the position, an Arbitrator shall provide the Parties with a written statement stating that:
 - a. there are no circumstances likely to give rise to justifiable doubts as to the Arbitrator's independence or impartiality; and
 - b. the Arbitrator will disclose any such circumstances to the Parties if they should arise before the arbitration is concluded.
19. An Arbitrator who resigns, is unable or refuses to act, or is removed from office shall be replaced by another Arbitrator as soon as possible. Any oral hearings previously held shall be rescheduled and all time limitations contained herein shall be adjusted accordingly.

Proceedings

20. The Arbitrator shall be instructed that:
 - a. time is of the essence in the arbitration proceeding; and,
 - b. the arbitration award must be made within thirty (30) days of the conclusion of the hearing referred to in paragraph 27 of this Article IV.
21. The Parties shall exchange written statements of their respective positions in the Dispute in the following manner:
 - a. within five (5) days after the date of the appointment of the Arbitrator, the claimant shall deliver to the respondent(s) a statement outlining the Dispute, and the relief or remedy requested;
 - b. within five (5) days of receiving the claimant's statement, the respondent shall deliver to the claimant a statement outlining the response to the claimant's statement and any counterclaim that the respondent is making; and
 - c. within five (5) days of receiving the counterclaim, the respondent to the counterclaim shall deliver a statement outlining the defence to the counterclaim to the Party making the counterclaim.
22. The written statements shall include a statement of facts and law on which the Party intends to rely. The Party shall attach to the written statement copies of all relevant documents that are in the Party's possession or control and on which the Party intends to rely. The statement shall also include the statutory declaration of the Party presenting the brief declaring that the documents annexed to the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position.

23. The Parties shall provide the Arbitrator with copies of the written statements before the hearing commences.
24. During the proceedings, the Arbitrator may allow a Party to amend or add to any written statement, including the list of documents, unless the other Party(ies) would be prejudiced by the delay in making the amendment or addition.
25. Upon reviewing the Dispute, the Arbitrator may make a request of the Parties that another Party or Parties be joined in the arbitration. Such other Party or Parties may only be joined with the consent of the original Parties to the Dispute.
26. The Parties are entitled to be represented and assisted by legal counsel in all aspects of the arbitration process. A Party's legal counsel shall be permitted to attend and fully participate in all aspects of the arbitration.

The Hearing

27. The arbitration shall be conducted by an oral hearing, including examination in chief, cross examination and re-examination of witnesses. The hearing shall not last more than five (5) full days in duration.
28. The hearing must commence within thirty-five (35) days after the date of issuance of the Arbitration Notice.
29. Unless otherwise ruled by the Arbitrator, the hearing shall be conducted over five (5) consecutive days.
30. Each Party shall be given up to two (2) full consecutive days to present its case to the Arbitrator. The Arbitrator shall have the discretion to regulate, among other things, the length of a Party's cross examination of the other Party's witnesses so as to ensure the fair and equal treatment of all Parties with regard to the time limits of the hearing.
31. On the fifth day of the hearing, each Party shall be given the opportunity to present its closing or final argument to the Arbitrator.

Evidence

32. The Arbitrator shall not be required to apply the legal rules of evidence and shall determine the relevance and materiality of the evidence presented.
33. All oral evidence shall be taken in the presence of the Arbitrator and all of the Parties unless a Party is absent by default or has waived the right to be present.
34. The Arbitrator may order any individual to be examined by the Arbitrator under oath or on affirmation in relation to the issues in dispute and to produce before the Arbitrator all relevant documents within the individual's care, custody or control.
35. If the Arbitrator considers it just and reasonable to do so, the Arbitrator may permit a document to be introduced at the oral hearing that had not been previously produced as required. The Arbitrator may take the failure to produce such a document into account when fixing the costs to be awarded.
36. If the Arbitrator permits the evidence of a witness to be presented as a written statement, all other Parties may require that witness to be made available for cross examination at the oral hearing.

37. The Arbitrator may order a witness to appear and give evidence. The Parties at the hearing may cross examine that witness and call evidence in rebuttal.
38. After consultation with the Parties, the Arbitrator may retain one or more experts to give the Arbitrator a written report on specific issues and, for that purpose, may require a Party to make available relevant documents or other property for the expert's inspection. The Parties may cross-examine an expert on the report prepared and may call evidence, expert or otherwise, in rebuttal.

Default of Parties

39. The Arbitrator may continue the arbitration and make an award based upon the evidence before the Arbitrator if a Party, without sufficient cause:
- fails to appear at a scheduled hearing;
 - fails to abide by the time limitations contained herein; or
 - fails to produce any evidence.

Final Award

40. The Arbitrator may make whatever award he or she considers just having regard to the Dispute, the interest of the Parties, the Act, the regulations, and the Corporation's declaration, by-laws and rules, and may do one or more of the following:
- order a Party to perform an action or undertake a course of behaviour;
 - order a Party to refrain from doing something;
 - order a Party to pay money as damages; and
 - order anything else the Arbitrator deems appropriate.
41. The Arbitrator's award must be in writing, include reasons, and be signed by the Arbitrator.
42. Except for the costs of legal fees and legal expenses of the successful Party, and unless the Arbitrator considers it appropriate in the circumstances to apportion costs between the Parties, the costs of the arbitration shall be borne by the unsuccessful Party and, where applicable, payment of same may be enforced by the Corporation in the same manner as common expenses. Without limiting the generality of the foregoing, the Arbitrator may:
- decide which Party shall bear the costs of legal fees and legal expenses of the successful Party, if they were claimed during the arbitration;
 - apportion cost if the Arbitrator considers it reasonable and just to do so; and
 - specify the amounts of those costs or the manner of determining those costs.
43. The Arbitrator, in making a decision shall not be limited to awarding the legal fees and legal expenses, which a court may award to a successful Party in a civil judicial proceeding.
44. Payment of any costs awarded through these proceedings may be enforced in the same manner as common expenses.
45. If the Arbitrator does not make an order respecting costs, a Party may, within thirty (30) days of being

- notified of the award, apply to the Arbitrator for an order respecting costs.
46. The award of the Arbitrator shall be final and binding. The right of appeal provided under Section 45 of the *Arbitration Act* does not apply.
 47. An Arbitrator's award and Order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if they were Orders of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and the Order for costs.
 48. The arbitration shall be kept confidential. Its existence and any element of it (including pleadings and any evidence presented or exchanged) shall not be disclosed beyond the Arbitrator, the Parties, their legal counsel and any other person necessary to the conduct of the arbitration, except as required by law. Without in any way limiting the generality of the foregoing, the award of the Arbitrator and his or her Order for costs (if any), are not confidential and may be disclosed as public documents.
 49. Not later than fifteen (15) days after receiving the final award, a Party may apply to the Arbitrator for clarification of the award. The Arbitrator may amend the award if the Arbitrator believes that the amendment will assist in clarifying the award.
 50. Not later than thirty (30) days after receiving the final award, a Party may apply to the Arbitrator to make an additional award with respect to claims in the proceedings but inadvertently omitted from the award.
 51. Other than an action necessary to enforce the award of the Arbitrator, the provisions of this By-Law represent a complete defence to any suit, action or other proceeding instituted in any Court or before any administrative tribunal with respect to any Dispute. Nothing in this By-Law prevents the Parties from exercising any other rights they may have in the agreements described in Section 132(2) of the Act.

WITNESS the corporate seal of the Corporation this 15 day of June, 2005.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1551**

Per: W. Tuck 15/06/2005
Name: Wayne Tuck
Title: President

Per: [Signature]
Name: Stacey Petersen
Title: Secretary

I/we have authority to bind the Corporation