



CONDOMINIUM DOCUMENTATION

TRIBUTE (DANFORTH) LIMITED



**Greybrook
Realty Partners**
Asset Management & Advisory Services

September 17, 2019

DISCLOSURE

TRIBUTE (DANFORTH) LIMITED

The following documentation is being provided by Tribute (Danforth) Limited (“**Declarant**”) with respect to the proposed standard condominium to be known as Linx Condominiums (the “**Corporation**”) in accordance with the *Condominium Act, 1998*, S.O. 1998, c.19 as amended (the “**Act**”):

1. Disclosure Statement (including Table of Contents).
2. Budget Statement for the one (1) year period immediately following the registration of the proposed Declaration and Description, including the monthly common expense payment per type of unit.
3. The proposed Declaration.
4. the proposed By-law No. 1 (general organizational by-law);
5. the proposed By-law No. 2 (borrowing by-law);
6. the proposed By-law No. 3 (assumption of Tarion Agreement);
7. the proposed By-law No. 4 (assumption of Municipal Agreements);
8. the proposed By-law No. 5 (assumption of Shared Facilities Agreement);
9. the proposed By-law No. 6 (assumption of Smart Meter Agreement);
10. the proposed By-law No. 7 (standard unit by-law);
11. the proposed By-law No. 8 (assumption of Bulk Internet Agreement);
12. The proposed Rules.
13. The proposed Management Agreement.
14. The preliminary Plan of Condominium.

This Disclosure Statement contains various information about the above-noted proposed project as required to be provided to the Purchasers under Section 72 of the Act, including a general description of the Property. As the information contained in this Disclosure Statement may be sufficiently important to a prospective Purchaser when entering into an agreement of purchase and sale for the purchase of a unit in the proposed project, Purchasers are therefore advised to read all of the documents enclosed in their entirety and to review same with their legal and financial advisors.

It is strongly recommended that all of the accompanying documents be carefully reviewed by all prospective Purchasers.

September 16, 2019

**DISCLOSURE STATEMENT
TABLE OF CONTENTS**

(under subsection 72 (4) of the *Condominium Act, 1998*)

Declarant's name: **TRIBUTE (DANFORTH) LIMITED**

Declarant's municipal address: **1815 Ironstone Manor, Unit 1, Pickering, Ontario L1W 3W9**

Brief legal description of the property/proposed property: **Part of Lot 1, Plan 580 East Toronto (being part of PINS 21014-0707 (LT) to 21014-0710 (LT), both inclusive) in the City of Toronto**

Mailing address of the property/proposed property: **c/o Parcel Inc. 4496 Chesswood Drive, North York, Ontario M3J 2B9.**

Municipal address of the property/proposed property: **276-294 Main Street, Toronto, Ontario.**

Condominium corporation: **Toronto Standard Condominium Plan No. _____** (known as the "**Corporation**")

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

"**unit**" or "**units**" include proposed unit or units;

"**common elements**" includes proposed common elements;

"**common interest**" includes a proposed common interest; and

"**property**" includes proposed property.

This disclosure statement deals with significant matters, including the following:

Matter		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1. The Corporation is a freehold condominium corporation that is a standard condominium corporation.		Refer to: Article 2, Section 2.1, on page 1 of Disclosure Statement and Article 1, Section 1.03, on page 3 of the Declaration
2. The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 6, Sections 6.1 and 6.2 on page 17, of the Disclosure Statement
3. The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act. Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 6, Sections 6.1 and 6.2 on page 17, of the Disclosure Statement
4. A building on the property or a unit has been converted from a previous use.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Article 5, Section 5.1 on page 17, of the Disclosure Statement
5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 7, Section 7.1, on page 17, of the Disclosure Statement
6. A provision exists with respect to pets on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 3, Section 3.07 on page 10 of the Declaration and Article 4, Section 4.02 (b) on page 13 of the

		Declaration and Rule 1(c) on page 1 of the Rules
7. There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 4, Section 4.2 (b), (c), (d), (e), (i) and (p), on pages 2, 3, 4, 5, 6 and 7 of the Disclosure Statement, Article 4, Sections 4.4, 4.5, 4.6 and 4.7, 4.8, 4.9, 4.10 and 4.11 on pages 8, 9 and 10 of the Disclosure Statement, Article 4, Section 4.12(d) on page 11 of the Disclosure Statement, Article 26, Section 26.1 on page 31 of the Disclosure Statement, Article 3, Section 3.09 on page 11 of the Declaration, Article 4, 4.04, 4.05, 4.06, 4.07, 4.08 and 4.09 on pages 15, 16 and 17 of the Declaration, Article 5, Section 5.04 on page 18 of the Declaration and Rules 5, 6, 11, 12, 14, 15 and 16 on page 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of the Rules
8. The declarant intends to lease a portion of the units.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 9, Section 9.1 on page 18, of the Disclosure Statement and Article 4, Section 4.03 on pages 14 and 15 of the Declaration
The portion of units (or the common interests, as the case may be) to the nearest anticipated 25 per cent, that the declarant intends to lease is 25 per cent.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 9, Section 9.1 on page 18, of the Disclosure Statement
9. The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Budget and Schedule "D" of the Declaration
10. The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Budget and Schedule "D" of the Declaration
11. One or more units are exempt from a cost attributable to the rest of the units.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 13, Section 13.5 on pages 22 and 23 of the Disclosure Statement, the Budget and Schedule "D" of the Declaration
12. There is an existing or proposed by-law establishing what constitutes a standard unit. <i>If "No", add: Under clause 43 (5) (h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 24, on page 30 of the Disclosure Statement and By-law 7
13. Part or the whole of the common elements are subject to a lease or licence.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 4, Section 4.8 on page 9 of the Disclosure Statement, Article 13, Sections 13.5, 13.6 and 13.7 on pages 22, 23, 24, 25 and 26 of the Disclosure Statement
14. Parking for owners is allowed: (a) in or on a unit;	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Article 4, Section 4.5, on page 8, of the Disclosure Statement and Article 4, Section 4.04 on page 15 of the Declaration

<p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p>There are restrictions on parking.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Article 4, Section 4.5 on page 8 of the Disclosure Statement and Article 4, Section 4.04 on page 15 of the Declaration</p> <p>Refer to: Article 4, Section 4.5 on page 8 of the Disclosure Statement and Article 4, Section 4.04 on page 15 of the Declaration</p> <p>Refer to: Article 4, Section 4.5 on page 8 of the Disclosure Statement, Article 4, Sections 4.04, 4.06, 4.07 and 4.09, on pages 15, 16 and 17, of the Declaration and Rule 11 on pages 7 and 8 of the Rules</p>
<p>15. Visitors must pay for parking. The anticipated costs are the City of Toronto going rates for visitor parking in east Toronto.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Article 4, Section 4.10 on page 10 of the Disclosure Statement</p>
<p>There is visitor parking on the property.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Article 4, Section 4.10 on page 10 of the Disclosure Statement</p>
<p>16. The declarant may provide major assets and property, even though it is not required to do so.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Article 21 on page 29 of the Disclosure Statement</p>
<p>17. The corporation is required:</p> <p>(a) to purchase units or assets</p> <p>(b) to acquire services; Services of a utility meter reading company, bulk internet, computerized building integration, home automation and lifestyle management, management services, waste disposal and landscaping/snow removal</p> <p>(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. The agreements involved are: Shared Facilities Agreement – assumption Smart Meter Agreement – assumption or direct contract Bulk Internet Agreement – assumption or direct contract Municipal Agreement - assumption Tarion Agreement – no recourse</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Article 22, Section 22.1 on pages 29 and 30 of the Disclosure Statement</p> <p>Refer to: Article 22, Section 22.1 on pages 29 and 30 of the Disclosure Statement</p> <p>Refer to: Article 4, Section 4.2(i) on page 4 of the Disclosure Statement, Article 4, Section 4.13 on pages 11, 12, 13 and 14 of the Disclosure Statement, Article 4, Sections 4.16 and 4.17 on pages 16 and 17 of the Disclosure Statement, Article 13, Section 13.3, 13.5 and 13.6 on pages 22, 23, 24 and 25 of the Disclosure Statement and Article 8, Section 8.01 (a), (b), (c), (d), (k), (l), (m) and (n) on pages 22, 23 and 24 of the Declaration, Article 10, Section 10.01 on page 25 of the Declaration and By-law 3, By-law 4, By-law 5, By-law 6 and By-law 8.</p>

<p>18. The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.</p> <p>1. The current use of the land is for the development of the Retail/Commercial Area, Office Area and For Profit Parking Area, all of which is referred to in the Disclosure Statement.</p> <p>2. The Declarant has made representations respecting the future use of the land. The Disclosure Statement contains a statement of representations.</p> <p>3. Applications have been submitted to an approval authority respecting the use of the land. The Disclosure Statement contains a summary of the applications.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to: Article 23, Section 23.1 on page 30 of the Disclosure Statement</p> <p>Refer to: Article 4, Section 4.2(f) on page 3 of the Disclosure Statement and Article 23, Section 23.1 on page 30 of the Disclosure Statement</p> <p>Refer to: Article 4, Section 4.2(f) on page 3 of the Disclosure Statement and Article 23, Section 23.1 on page 30 of the Disclosure Statement</p>
<p>19. To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to: Article 14 on page 26 of the Disclosure Statement</p>

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Article 17 and Article 18, on pages 27, 28 and 29 of the Disclosure Statement (*indicate where, in the disclosure statement, sections 73 and 74 of the Act are reproduced*).

This disclosure statement is made this 16th day of September, 2019.

DISCLOSURE STATEMENT

(Under Section 72(3) of the *Condominium Act, 1998*, SO. 1998, c.19 as amended (the "Act"))

ARTICLE 1

DATE OF DISCLOSURE STATEMENT

Section 1.1 - Date

This Disclosure Statement is made the 16th day of September, 2019.

ARTICLE 2

TYPE OF CORPORATION

Section 2.1 - Type

The Corporation is a freehold condominium corporation that is a standard condominium corporation.

ARTICLE 3

NAME AND MUNICIPAL ADDRESS OF DECLARANT

Section 3.1 - Name of Declarant

The name of the declarant is Tribute (Danforth) Limited (the "**Declarant**").

Section 3.2 - Municipal Address of Declarant

The municipal address of the Declarant is: 1815 Ironstone Manor, Unit 1, Pickering, Ontario, L1W 3W9.

Section 3.3 - Mailing Address of the Property or the Proposed Property

The current mailing address of the property or the proposed property is: c/o Percel Inc. 4496 Chesswood Drive, Toronto, Ontario M3J 2B9.

Section 3.4 - Municipal Address of Property

The municipal address of the property is 276-294 Main Street, Toronto, Ontario. The exact municipal address is to be designated and assigned by the City of Toronto.

ARTICLE 4

GENERAL DESCRIPTION OF THE PROPERTY

Section 4.1 - Legal Description of the Property

- (a) The proposed condominium (herein referred to as the "**Corporation**" or the "**Condominium**") is to be located on the property legally described as Part of Lot 1, Plan 580 East Toronto (being part of PINs 21014-0707 (LT) to 21014-0710 (LT), both inclusive) in the City of Toronto, (the "**Property**").
- (b) The Condominium is to be located on the north side of Stephenson Avenue, west of Main Street, in the City of Toronto and is also located at the northeast corner of Stephenson Avenue and an unnamed laneway to the west of the Property accessible via Stephenson Avenue (the "**Westerly Laneway**") in the City of Toronto.
- (c) The general location of the Property and the Condominium is shown on the draft plan of condominium (the "**Draft Plan**") included in the disclosure package. The Draft Plan merely indicates the approximate location of the Property and the Condominium and may not be relied upon for actual

dimensions, location of partition walls, interior room location, room size, location of fixtures or other details which may be noted on the Draft Plan. The Draft Plan is only intended to give purchasers an overview of where the Property and the Condominium is located and a general overview as to the units contained within the Condominium. The actual location of structures on the Draft Plan may be altered or revised to comply with the final site plan and other approvals from the City of Toronto and other appropriate governmental authorities.

Section 4.2 - Description of the Project

- (a) The Property is to be developed as an integrated mixed use commercial, office and residential condominium, the components of which are the Condominium as described herein, a retail/commercial area (the "**Retail/Commercial Area**"), an office area (the "**Office Area**") and a for profit parking area (the "**For Profit Parking Area**"). The foregoing are collectively called the "**Project**".
- (b) The Project is more particularly described as follows:
 - (i) a twenty-seven (27) storey building (the "**Building**") (which includes an eleven (11) storey podium, of which the west side of the podium is stepped back from Level 1 to and including Level 12; Purchasers are advised to refer to the Draft Plan which has been provided by the Declarant and forms part of the disclosure materials for additional details); other appurtenant underground Parking Units and an adjacent dwelling currently located at 292 Main Street, Toronto (the "**292 House**");
 - (ii) contained within the Building will be the Condominium and certain elements of which, including but not limited to the 292 House and the bicycle storage spaces for owners/tenants of Residential Units (as hereinafter defined), will be located partially within floor 1 and otherwise the Condominium will be wholly within floors 2 to 27 (Levels 2 to 27, all inclusive), both inclusive. Please refer to Section 4.2(e) of the Disclosure Statement for additional details with respect to the 292 House and Section 4.11 of the Disclosure Statement for additional details with respect to bicycle storage;
 - (iii) the Retail/Commercial Area will be located on the ground level of the Building and will consist of approximately 49.3 square metres (531 square feet) of area to be used for all permitted uses allowed by City of Toronto zoning by-laws enacted or amended from time to time;
 - (iv) the Office Area will be located on the ground level of the Building and will consist of approximately 1,413.2 square metres (15,212 square feet) of area to be used for all permitted uses allowed by City of Toronto zoning by-laws enacted or amended from time to time;
 - (v) the For Profit Parking Area will be located on part of the first level at grade (Level 1) and part of the first below grade level (Level A) of the Building and may be operated as a for profit parking garage. The For Profit Parking Area may also include some electric vehicle charging stations for use by the public on a for profit basis.
- (c) The Project is intended to have two (2) underground levels, (with access from the Westerly Laneway) containing, inter alia, two (2) levels of residential parking (Levels A (contains both commercial and residential parking) and B) and various mechanical and electrical rooms. Part of the first underground level (Level A) will contain the For Profit Parking Area. The Condominium will have four (4) elevators. The Office Area will have its own elevators that will access the For Profit Parking Area separate and apart from the Condominium.
- (d) The Retail/Commercial Area, Office Area and For Profit Parking Area will not form part of the Condominium, but will remain freehold land, which may be owned by the Declarant, in whole or in part, or may be sold or transferred by

the Declarant to any other entity or entities at any time and from time to time, without any notice to the Condominium or the owners of Residential Units. The Declarant reserves the right to create any number of condominium corporations relating to the Retail/Commercial Area, Office Area and For Profit Parking Area.

- (e) The façade and certain elements of the existing structure of the 292 House may be of potential heritage value to the City of Toronto and as such, part or all of same will be conserved and relocated by the Declarant, at the Declarant's sole and absolute determination and without notice to the Purchasers, to the most northerly area of the Project. The 292 House is presently an office located within a two (2) floor detached house and Purchasers are advised that the internal floorplate, entrances/exits and facilities as currently situated may be altered, modified or removed by the Declarant, provided that same is approved by the City of Toronto, in order to create only one (1) floor of useable area with one or more entrances/exits that may differ from the location of the present entrances/exits. It is presently intended that the 292 House will form part of the common elements of the Condominium, however, Purchasers are advised that the Declarant, at its sole and absolute discretion and without notice to the Purchasers, may subsequently determine to unitize the 292 House as part of the Condominium for one or more potential office, commercial or retail areas/uses or the 292 House may instead form part of the Retail/Commercial Area or the Office Area. Since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act. Purchasers are also advised that at the sole and absolute discretion of the Declarant, the 292 House may be used for non-residential purposes as allowed by the City of Toronto zoning bylaws enacted or amended from time to time and in such regard since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act. Purchasers are advised that Residential Units (as hereinafter defined) that are located along the northerly face of the Building on Level 2 of the Condominium may have partial obstructions from any north facing window due to the existence of the 292 House and its roof. Purchasers are also advised that additional noise and vibrations may occur as part of ongoing maintenance and repair to the 292 House and that as a result of the potential heritage value of the 292 House, the costs and expenses incurred to maintain and repair the 292 House may considerably cost more than other similar components of the Condominium. Please refer to the Budget for all costs and expenses to be incurred by the Condominium with respect to the 292 House.
- (f) The Property has not been zoned as of the date of this Disclosure Statement (an application has been submitted) and has not received site plan approval for the construction of the Project. As at the date of this Disclosure Statement, the Declarant has not applied for draft plan approval pursuant to the Act. In connection with the foregoing, the Declarant may be obligated to enter into various development agreements, Section 37 Agreement, site plan and collateral agreements with the City of Toronto and other applicable governmental authorities, with respect to the Property. These agreements, if required, will be binding upon the Condominium.
- (g) Purchasers acknowledge and understand that: (A) the abutting lands or any adjacent lands can and may at any time in the future be redeveloped for uses that are different from those that exist today or that are proposed in this disclosure statement; and (B) actual views from the proposed Condominium may not be as shown or represented on any site plan, marketing plans, artist's renderings, videos, simulations or scale model and may be different or obstructed in the future. Any future or different redevelopment of adjacent lands from that which exists today and any different view or the obstruction of such existing views shall not be considered a material change to this Disclosure Statement.
- (h) The common elements of the Condominium will be subject to easements in favour of: (i) a local supplier of cable television and/or cable communication

services to be selected by the Declarant in order to obtain cable television or internet services for the Condominium; (ii) a local supplier of telephone and/or telecommunications services to be selected by the Declarant in order to obtain telephone and telecommunications services for the Condominium; (iii) a local supplier of hydro and gas services; (iv) easements in favour of the owner of the Retail/Commercial Area, Office Area and For Profit Parking Area over certain of the common elements of the Condominium for the purpose of accessing, using, inspecting, operating, maintaining, repairing, improving, replacing and administering all services and other improvements within any of the aforesaid areas, including reciprocal easements in favour of the Condominium, where required; (v) mutual easements for support; (vi) the City of Toronto for a pedestrian walkway easement in favour of the general public along Main Street, Stephenson Avenue and/or the Westerly Laneway; and (vii) such other easements and rights of way in the nature of easements required by the Declarant or any governmental authority, utility or quasi utility pursuant to any Municipal Agreement or any other private agreement with any service or quasi service provider.

- (i) A shared facilities agreement, cost sharing agreement, operating agreement or reciprocal agreement or similar type of agreement (collectively the "**Shared Facilities Agreement**") will be entered into between the Declarant and the owner/owners of the Retail/Commercial Area, Office Area and For Profit Parking Area (and assumed by the Condominium) in order to confirm the mutual use, management, operations, maintenance (including structural maintenance), repair, replacement and cost sharing of type G loading bay, shared emergency stairwells, the Service Units (as hereinafter defined) various mechanical and electrical rooms, shared structural components of the Project, including but not limited to the 292 House and the green roof, City of Toronto groundwater discharge fees, landscaping and snow removal, shared management fee, insurance, general office expenses, shared utilities, building repairs and maintenance, reserve fund and where applicable municipal and other internal services and shared facilities such as the heating, ventilation and air conditioning system for the Project (the "**HVAC System**") and shared driveway and drive aisles on part of Level 1 and part of Level A. Purchasers should review the shared facilities budget which sets out all of the various components that are shared and the method of computation of these costs. Shared Facilities (as hereinafter defined) may be unitized at the discretion of the Declarant, with ownership to be transferred to various components of the Project. By-Law No. 5 and the assumption agreement attached to it provides for the Condominium to assume the obligations and liabilities of the Declarant under the Shared Facilities Agreement and to release the Declarant and to indemnify the Declarant for all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur in connection with the Shared Facilities Agreement. See Section 4.13 of this Disclosure Statement for further disclosure.

- (j)
 - (i) The Declarant may provide either separate meters or sub-meters (commonly called a check meter) for water and/or heating/cooling services to each Residential Unit and therefore these costs are to be paid separately by each owner and are not included in the Budget and common expenses. Purchasers are advised that the Declarant may elect not to separately meter or sub-meter water and/or heating/cooling energy consumed by each Residential Unit (in the Declarant's sole discretion without notice to purchasers). In this event, the cost of water and/or heating/cooling energy consumed by each Residential Unit shall form part of the common expenses of the Condominium that shall be allocated among all units in accordance with the percentage allocation set out in Schedule "D" to the Declaration and the Budget will be revised accordingly. Purchasers are advised that, since this possibility has been fully and properly disclosed, such change shall not constitute a material change for the purpose of Section 74 of the Act. Purchasers are advised that this may be pleaded by the Declarant as a complete defense to any application or objection raised by purchasers in this regard. As there may be only one bulk water meter

for the Project, it may be that the water bill from the City of Toronto will be delivered only to the Condominium, who will then be responsible for billing the owner/owners of the Retail/Commercial Area, Office Area and For Profit Parking Area for their share based upon check meter readings. This scenario may be reversed or amended depending on the requirements of the City of Toronto or the service provider.

- (ii) There will be one bulk gas meter to the Condominium. The cost of the bulk gas service for the Condominium (which includes the Residential Units and the common areas) is included in the budget for the Condominium. Each Residential Unit will be separately BTU/Joule metered or check metered and the cost of thermal energy to the Residential Units will be the responsibility of the respective unit owner and such individual cost will be in addition to and will not form part of the common expenses. Although the natural gas service will be bulk billed to the Condominium, the check metering to the individual Residential Units will in turn result in a recovery or reduction in the ultimate common expense charges to the Condominium. The total cost of each Residential Unit's heating and cooling consumption, will be invoiced back to each unit owner based on their individual monthly BTU/Joule meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that for whatever reason, the Declarant is unable to install the BTU/Joule individual check metering, then there will be no recovery as a result of same and the entire cost of natural gas for both the common areas and Residential Units will be included in the Budget and the monthly common expenses for each Residential Unit shall be adjusted accordingly.
- (iii) Each unit owner will be responsible (and separately invoiced) for the cost of water, thermal energy, hydro (subject to Section 13.6), cable television, internet, telephone and other telecommunications services, attributable to their Residential Unit, in addition to their common expenses for their unit.
- (iv) Refuse pick up for garbage, recyclable and organic waste will be public pick up. In accordance with the site plan agreement to be entered into between the Declarant and the City of Toronto, the Declarant (and therefore the Condominium) may be required to provide one or more trained staff members to be present at all times during the collection of residential refuse including garbage, recyclable and organic waste by the City of Toronto to transfer the refuse from the residential storage room to the collection area, to maneuver the containers onto the collection vehicles, to act as a flag person when the City of Toronto's collection vehicle is reversing and to direct other vehicles around the City of Toronto's collection vehicle during collection activities to prevent vehicular traffic from queuing on the Westerly Laneway and to otherwise protect the general public.
- (k) There will not be any superintendent's unit and there will be a twenty-four (24) hour, seven (7) day a week one person concierge (the "**Concierge**"). Otherwise, there will be a full-time manager or superintendent on-site.
- (l) The Purchaser is advised that the Declarant shall have the right in its sole, absolute and arbitrary discretion or as required by any governmental authority, to do any one or more of the following: (i) reduce or increase the number of units in the Project and/or the Condominium including Residential Units, Parking Units, Storage Units, Communication Units, Sign Units and parking spaces in the For Profit Parking Area, which may be used by visitors (but which do not form parking of the Condominium) including by combining Residential Units or reducing or increasing the size of one or more of any of the foregoing units; (ii) change the style, configuration or design and the types of units contained in the Building; (iii) reduce or increase the number of floors within the Building, including the levels containing Parking Units and Storage Units, or levels containing Residential Units; provided however that a purchaser's unit that has been sold shall not be altered (except as may be permitted by the

agreement of purchase and sale and by this Disclosure Statement) and provided further that such a purchaser's proportionate share of common interests and common expenses as set out in the proposed Declaration and/or budget shall not be increased in a substantial or material way (except as may otherwise be provided for herein); (iv) change, vary, alter or modify, from time to time and at any time all plans and specifications (including colours) for or relating to any one or more of the Building, the common elements of the Condominium or any particular unit (and whether exterior and/or interior and whether relating to architectural, structural, engineering, landscaping, grading, mechanical, site servicing or other plans and whether illustrated on the sales material, brochures, models or otherwise); or (v) reduce indoor or outdoor amenity space.

- (m) The typical floor layouts and any other plans that may be delivered or shown to purchasers to illustrate the proposed location of the units and facilities and amenities in the Condominium, have been provided to indicate approximate locations only and may not be relied upon for actual location of the unit or of fixtures or amenities or other details which may be noted on such plans. These plans are intended to give purchasers an overview of the Condominium only.
- (n) The Declarant shall be entitled to install, erect, affix, use, operate, maintain, replace and remove signs for marketing and sales purposes (and use one or more units, offices and/or model suites for marketing, sales, construction and/or customer service purposes), upon any part of the common elements, and within or outside any units owned by the Declarant in such locations as the Declarant determines, in its sole, absolute and arbitrary discretion, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, nor for any utility services including gas, hydro and water supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone service to the said marketing, sales and/or construction office(s) of the Declarant. In addition, the Declarant or an associated or affiliated company thereof shall be entitled at all times to perform structural and non-structural work, alterations, replacements, removals and installations upon the common elements and any units owned by the Declarant or an associated or affiliated company thereof to service same without the oversight, consent or approval of the Condominium or Board. Purchasers are advised to review Section 3.04 (c) of the Declaration for an extensive list of works that may be conducted.
- (o) The Declarant shall be entitled to install, erect and affix to the common elements one or more permanent plaques, name plates, building signature signs or other similar type of signs, fixtures or architecture, including all sign boxes, facings and lighting, advertising or indicating to the public the trade or business name of the Declarant, any affiliated, associated or subsidiary entity of the Declarant and the Declarant's project, sales or marketing name for the Condominium. The Declarant or any affiliated, associated or subsidiary entity of the Declarant shall not under any circumstances be charged for the use of the common element space so occupied, nor for any utility services including gas, hydro and water supplied thereto. All costs and expenses for the maintenance, repair and operation of any such signs, fixtures or architecture on the common elements shall be the sole cost and expense of the Corporation and the Corporation shall not make any major repairs or alters or remove or relocate any such signs, fixture or architecture without the prior written consent of the Declarant. Provided further that the Declarant may elect at its sole discretion to install some or all of such signs, fixtures or architecture as part of a Sign Unit (as hereinafter defined). Purchasers are advised to review Sections 3.09 with respect to signs, fixtures or architecture forming part of the common elements and to also review Section 4.8 of this Disclosure with respect to Sign Units.
- (p) All or part of the Retail/Commercial Area and/or all or part of the Office Area may, at the sole and absolute Discretion of the Declarant and without notice to the Purchaser, have direct or indirect ingress and egress to part of the main lobby area of the Condominium, whereby employees, customers, visitors and invitees of the occupants of all or part of the Retail/Commercial Area and/or all or part of the Office Area may access part of the main lobby area for

primary, alternate or emergency ingress and egress purposes. If part of the main lobby is used for such ingress and egress purposes as aforesaid, then such part of the main lobby area utilized will be included as a Shared Facility (as hereinafter defined) and the common elements of the Condominium will be subject to easements in favour of the Retail/Commercial Area and/or the Office Area for such purpose. Purchasers are advised that, since this possibility has been fully and properly disclosed, such change shall not constitute a material change for the purpose of Section 74 of the Act.

Section 4.3 - Proposed Types and Number of Buildings and Units

- (a) It is currently anticipated that the Building will consist of approximately:
- (i) Three hundred and seventy-one (371) residential units (the "**Residential Units**") of various sizes of which two hundred and thirty-one (231) are intended to be one bedroom units, one hundred and four (104) are intended to be two bedroom units and thirty-six (36) are intended to be three bedroom units;
 - (ii) One hundred and fifteen (115) below grade indoor parking units (the "**Parking Units**") on part of the two (2) below-grade levels (part of Levels A and B);
 - (iii) Sixty-four (64) storage units (the "**Storage Units**") on part of the below-grade and above-grade levels (part of Levels B, 3, 4, 5 and 6);
 - (iv) Four hundred and one (406) long-term bicycle storage racks (the "**Bicycle Storage Racks**") on part of Level 1 of which four hundred and one (401) Bicycle Storage Racks are for the use of owners of the Residential Units and their tenants, one (1) of the Bicycle Storage Racks are for the use of the owner of the Retail/Commercial Area and its tenants and three (3) Bicycle Storage Racks are for the use of the owners of the Office Area and its tenants, plus forty-five (45) short-term bicycle storage racks for visitors to the Residential Units of the Condominium, four (4) short-term bicycle storage racks for visitors to the Retail/Commercial Area and six (6) short-term bicycle storage racks for visitors to the Office Area;
 - (v) Twenty-two (22) parking spaces within the For Profit Parking Area (Four (4) outdoor parking spaces on part of Level 1 and Eighteen (18) parking spaces on part of Level A) which may be used by owners, their tenants and guests for visitor parking;
 - (vi) Various sign units (the number of which shall be determined by the Declarant in its sole, absolute and unfettered discretion) (the "**Sign Units**") which are to be located in various locations within the Condominium or on the interior or exterior of the Building or at the sole, absolute and unfettered discretion of the Declarant may be installed on the common elements of the Condominium;
 - (vii) Various telecommunication units (the number of which shall be determined by the Declarant in its sole, absolute and unfettered discretion) (the "**Telecommunication Units**") which will be located on the roof and throughout the Building and which may be used for any purpose whatsoever allowed by applicable laws from time to time, which uses shall include without limitation, broadcasting, distributing, transmitting, receiving and retransmitting any form of communication transmission, signals or any other form of communication; and
 - (viii) One (1) or more service units which may include, without limitation, the central alarm control facility ("**CACF**"), the communication room, the fresh air intake room, the gas meter station room, the mechanical room, the storm water retention tank room, the sub-electrical room, the transformer vault and main electrical room and other servicing rooms (collectively, the "**Service Units**") to be located on part of the

two (2) below-grade levels (part of Levels A and B), part of the ground floor (part of Level 1) and elsewhere throughout the Building;

- (b) The ownership of the Parking Units and Storage Units will be restricted to owners of Residential Units, except for the Declarant who has no restrictions. Additional Parking Units and Storage Units may be purchased, subject to availability, under a separate contract from the Declarant, for additional consideration.

Section 4.4 - Residential Units

It is intended that the Condominium will have approximately three hundred and seventy-one (371) Residential Units that will be located within the Condominium, that is Levels 2 to 27, inclusive. Some Residential Units will have an exclusive use common area consisting of a terrace or balcony as described in Schedule "F" to the Declaration and as shown on the Draft Plan and Purchasers should ensure that they review the Draft Plan to determine if the Residential Unit will have an exclusive use common area. Purchasers are advised that the Declarant may determine, at the sole, absolute and unfettered discretion of the Declarant and without notice to the Purchasers, to have one or more Residential Units also have an exclusive use common area consisting of a Juliet balcony and since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act. Purchasers are advised that the location, dimensions, floor area and square footage for a terrace, Juliet balcony and balcony may differ on each Level and may not be the same. Each Residential Unit shall be occupied and used only as a private single family residential dwelling or otherwise in accordance with the zoning by-laws of the City or Toronto enacted from time to time and for no other purpose, except for the Declarant as set out in Section 4.02(a)(i) of the Declaration and other corporations, individuals and entities with respect to leasing of Residential Units as set out in Section 4.02(a)(ii) of the Declaration.

Section 4.5 - Parking Units

It is intended that the Condominium will have approximately one hundred and twenty-nine (129) Parking Units which will be located on part of Level A and Level B of the Condominium (although this number may increase or decrease in the sole and absolute discretion of the Declarant). Certain of the Parking Units may be designated for barrier free use by owners in the Condominium if required by the applicable governmental authorities. A number of the Parking Units may also be designated for motor vehicles smaller than full, standard or mid-size cars (commonly referred to as compact cars) (the "**Compact Parking Units**"). Any vehicle that exceeds the dimensions of the Compact Parking Units shall not be permitted to be parked in the Compact Parking Units. The purchaser is further advised that ownership of some of the Parking Units may be retained by the Declarant. Owners of the Residential Units may purchase, subject to availability, a Parking Unit on terms and conditions determined by the Declarant. Not all of the Residential Unit owners will be able to purchase a Parking Unit. The Declarant will install at its sole and absolute discretion and at its sole cost and expense in up to 3% of the Parking Units a rough in wall mounted electrical conduit running from the switchboard to the Parking Unit in question and otherwise with such specifications to be determined by the Declarant in its sole and absolute discretion. It will then be up to each individual purchaser to purchase either from the Declarant or a third party service provider an electric vehicle charging system and to enter into any service agreement required by such service provider in connection with the payment of hydro consumption. Each Owner will therefore be responsible to pay for its own hydro usage (including any administrative service fee or similar charge in connection therewith). All work shall be done by contactors approved or chosen by the Declarant and after registration by the Condominium. Arrears of usage may be collected in the same manner as arrears of common expenses. Each Owner of a parking unit with an electric vehicle charging system shall be required, at its sole cost and expense, to comply with the provisions of Ontario Regulation 48/01 as it applies to electric vehicles.

Section 4.6 - Storage Units

It is intended that the Condominium will have approximately sixty-four (64) Storage Units located on various Levels throughout the Condominium. Owners of Residential Units may purchase, subject to availability, a Storage Unit on terms and conditions to be determined

by the Declarant. The purchaser is further advised that ownership of some of these Storage Units may be retained by the Declarant. The Declarant also reserves the right to change the location of the Storage Units. To the extent that the ingress and egress to any Storage Units is only available through a Parking Unit, then such Parking Unit and Storage Unit may subsequently be designated by the Declarant as a combined Parking/Storage Unit or the Declarant may designate such Storage Unit as part of the common elements for the exclusive use of the Parking Unit and the Declarant may make such amendments to the Declaration and any related documents thereto as the Declarant may determine necessary to give proper effect to the foregoing without same constituting a material change.

Section 4.7 - Service Units

It is intended that the Condominium will have one or more Service Units which will be located on part of Level 1, Level A, Level B of the Condominium and may also be located elsewhere throughout the Building. The Service Units shall be used only for the purpose of housing the respective servicing installations or utility systems or communications equipment contained therein servicing and benefiting the Condominium, the Retail/Commercial Area, Office Area and For Profit Parking Area and for the purpose of operating, maintaining and repairing such installations, systems and equipment. The Service Units shall ultimately be shared and used by the Condominium, Retail/Commercial Area, Office Area and For Profit Parking Area in connection with the maintenance and operation of the Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area. access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of the Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area. Ownership of the Service Units shall ultimately be shared between the Corporation and the owner/owners of the Retail/Commercial Area, Office Area and For Profit Parking Area as tenants in common, each as to an 25% interest, as set out in the Shared Facilities Agreement. All Purchasers should refer to Section 4.13 of this Disclosure Statement for additional details as it relates to the Shared Facilities Agreement.

Section 4.8 - Sign Units

Purchasers are advised that the Declarant may determine, at the sole, absolute and unfettered discretion of the Declarant and without notice to the Purchasers, to have various Sign Units to be located in various locations within the Condominium or on the interior or exterior of the Building or at the sole, absolute and unfettered discretion of the Declarant may be installed on the common elements of the Condominium. Sign Units may be installed on the common elements of the Condominium and if so appropriate easements/licenses shall be granted to the Declarant or the owner of the Sign Units. The Sign Units shall have no common expenses charged to the owner thereof and the Sign Units shall be allowed to hook into and use utility services (i.e. hydro/power from any number of hydro sources) at no additional cost to the owner of the Sign Units. The Sign Units may be owned by the Declarant, or sold or leased to any other party, whether an owner within the Condominium, an owner or tenant of the Office Area, Retail/Commercial Area or the For Profit Parking Area. Since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act.

Section 4.9 - Telecommunication Units

Purchasers are advised that the Declarant may determine, at the sole, absolute and unfettered discretion of the Declarant and without notice to the Purchasers, to have one or more Telecommunication Units which will be located on the roof and throughout the Building and which may be used for any purpose whatsoever allowed by applicable laws from time to time, which uses shall include without limitation, broadcasting, distributing, transmitting, receiving and retransmitting any form of communication transmission, signals or any other form of communication. The Telecommunication Units may be owned by the Declarant or a related party thereto, or sold or leased to any other party and the Telecommunication Units shall have no common expenses charged to the owner thereof. The owner of the Telecommunication Units shall at all times have the unfettered right of access to the Telecommunication Units, the right to install, use, maintain, repair and replace all such equipment, installations and appurtenances as may be required for the

operation of the Telecommunication Units and the use thereof and the right to connect to any hydro source at no additional cost to the owner of the Telecommunication Units. The owner of the Telecommunication Units shall at all times also have the unfettered right of access to any rooms located in the Building that are designed or utilized, in whole or in part, for use by the Telecommunication Units. Since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act.

Section 4.10 - Visitor Parking Spaces

There is no visitor parking forming part of the Condominium. It is intended that the Project will have provision for approximately twenty-two (22) parking spaces forming part of the For Profit Parking Area which may be used by visitors. Four (4) parking spaces will be for short term parking and located outdoors on part of Level 1 of the Building and eighteen (18) parking spaces will be located underground on part of Level A of the Building. Visitors will be required to pay for parking at market rates for commercial parking lots in the East Danforth area of the City of Toronto and at all times subject to availability. Certain of the parking spaces forming part of the For Profit Parking Area may be designated for barrier free parking use if required by the applicable governmental authorities.

Section 4.11 - Bicycle Storage

It is presently intended that there will be long-term Bicycle Storage Racks located variously on Level 1 of the Condominium to accommodate a maximum of four hundred and one (401) bicycles for the use of Residential Unit Owners and their tenants (plus forty-five (45) short term visitor Bicycle Storage Racks) which bicycle storage racks will form part of the common elements of the Condominium. Use of the Bicycle Storage Racks will be governed by the rules of the Condominium and will generally be on a first come first served basis. The Declarant reserves the right to increase or decrease the number of Bicycle Storage Racks provided that same conforms with the by-laws of the City of Toronto. The Declarant also reserves the right to change the location of the Bicycle Storage Racks. Purchasers are advised that the Declarant, at its sole and absolute discretion and without notice to the Purchasers, may subsequently determine to unitize all or part of the Bicycle Storage Racks as part of the Condominium. Further, any Bicycle Storage Racks that are relocated and are subsequently attached to the rear wall of a Purchasers Parking Unit will be further restricted for the sole use of the owner of the Parking Unit for which the Bicycle Storage Racks have direct ingress and egress thereto and said owner of the Parking Unit will be responsible for all maintenance, repair and replacement costs for the Bicycle Storage Racks. Since these possibilities have been fully and properly disclosed, any amendments that may be required to the Declaration, the Rules or the Draft Plan in this regard shall not constitute a material change for the purpose of Section 74 of the Act.

Section 4.12 - Recreational and Other Amenities

- (a) The Condominium shall have the benefit of the following recreational and other amenities, namely:

LEVEL 1

- (a) 24 hour 7 day a week one person concierge;
- (b) main lobby; and
- (c) property management office;

LEVEL 2

- (a) outdoor amenity terrace;
- (b) washrooms;
- (c) a fitness centre;

- (d) a kids zone;
- (e) a tech lounge;
- (f) a business and study area;
- (g) a bar, dining area and catering kitchen; and
- (h) guest suite;

LEVEL 12

- (a) gender neutral washroom; and
 - (b) outdoor amenity terrace.
- (b) The Declarant shall determine the type of furnishings and equipment to be provided for the recreational facilities and other amenities and in connection with all or any other amenity areas of the Condominium and common elements in its sole discretion and same may be provided after registration of the Condominium pursuant to the Act. The tenants and occupants of the Retail/Commercial Area and Office Area will not have access to and use of all of the recreational and other amenities set out herein and otherwise in the Condominium.
- (c) Purchasers on Level 2 and Level 12 are advised that due to existence of recreational and other amenities on Level 2 and Level 12, there may be increased pedestrian traffic of the common areas on Level 2 and Level 12 and that the use of same by all of the Purchasers in the Condominium may occasionally cause noise and inconveniences for the dwelling occupants.
- (d) The City of Toronto's Municipal Code, c.492, as amended from time to time, requires one or more green roof installations to be installed above the roof structure. Purchasers are advised that the Declarant intends to install a self-sustaining green roof and that the said green roof installations will not be accessible to Purchasers and as such, same shall not constitute or form part of the recreational and other amenities. Please refer to the Budget for all costs and expenses to be incurred with respect to same.

Section 4.13 - Shared Facilities Agreement

- (a) There will be a Shared Facilities Agreement entered into between the Declarant and the owner/owners of the Retail/Commercial Area, Office Area and For Profit Parking Area. The Shared Facilities Agreement will provide for the sharing of costs associated with the operation of certain shared facilities and amenities such as type G loading bay, shared emergency stairwells, the Service Units, shared structural components of the Project, including but not limited to the 292 House and the green roof, City of Toronto groundwater discharge fees, landscaping and snow removal, shared management fee, insurance, general office expenses, shared utilities, building repairs and maintenance, reserve fund and where applicable municipal and other internal services and shared facilities such as the HVAC system and shared driveway and drive aisles on part of Levels 1 and A (collectively the "**Shared Facilities**" and individually a "**Shared Facility**"), all as described in the Shared Facilities Agreement. Purchasers should review the shared facilities budget which sets out all of the various components that are shared and the method of computation (which method is explained in Section 4.13 (b) hereof). The Shared Facilities Agreement shall take effect upon its execution and the Condominium shall assume the benefits and obligations of the Shared Facilities Agreement forthwith following registration as a condominium. The Declarant shall be released and forever discharged from any further obligations pursuant to the Shared Facilities Agreement upon the Condominium assuming the obligations thereunder. Upon the Condominium assuming the obligations thereunder. At the time of preparation of this Disclosure Statement, the final location of all components for the construction of the Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area have not yet been completed and the final

location therefore of the Shared Facilities may be altered to comply with construction requirements of the Project. Particulars as to the precise nature of the Shared Facilities and their location will evolve and develop through the development process leading up to the completion of the Project and the overall site, but may include, without limitation, various mechanical, electrical, utility, site servicing, telecommunications systems, emergency services and other similar services and equipment servicing the Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area.

- (b)
- (i) Pursuant to the terms of the Shared Facilities Agreement, various costs and expenses (the "**Shared Facilities Costs**") will be allocated variously between the Condominium, the Retail/Commercial Area, Office Area and For Profit Parking Area. These allocations are set out in the Shared Facilities budget. Purchaser will note that the Condominium Corporation's sharing percentage ranges from 70% to 94.2% depending upon the particular Shared Facility.
 - (ii) There are two such methods of computation. One is based upon the gross construction area (the "**GCA**") of each of the Condominium, Retail/Commercial Area, Office Area and For Profit Parking Area in proportion to the total GCA for the Project. Where a Shared Facility is at or above grade, the GCA is calculated only for the above grade GCA and the particular component that uses the applicable Shared Facility and excludes terraces, balconies and Juliet balconies. Where a Shared Facility is below grade, the GCA for the Condominium includes both above grade and below grade GCA. The Retail/Commercial Area does not share in below grade Shared Facilities Cost. The calculation of GCA is made by the Declarant's architects using normal industry standards and shall be final and binding on all parties. The other method of computation is based upon the percentage of the Shared Facility that each component utilizes. In the budget for the Shared Facilities, it is noted as "utilization percentage". This percentage has been calculated by the manager (who will also manage the Shared Facilities, see Section 4.13 (c) (ii) (B) below) based upon the manager's experience and expertise in managing projects of this nature in consultation with the architect of the Building..
 - (iii) The calculation of the aforesaid Shared Facilities Costs is subject to final determination in accordance with the actual as constructed Project (based on the various gross construction areas). The GCA utilization percentages have been calculated on a fair and reasonable basis, taking into account the initially estimated gross construction areas of the Condominium, Retail/Commercial Area, Office Area and the For Profit Parking Area.
 - (iv) The aforesaid costs and expenses relating to the Condominium will form part of the budget of the Condominium and will be paid for through the common expense contributions of the unit owners.
- (c) Some of the salient features of the Shared Facilities Agreement are as follows:
- (i) The use and maintenance of the Shared Facilities, as well as the preparation and submission of a separate budget outlining the cost of insuring, operating, maintaining, repairing and replacing the Shared Facilities will be governed by a shared facilities committee (the "**Shared Facilities Committee**").
 - (ii) The Shared Facilities Committee shall, inter alia, be responsible for the following:
 - (A) establishing rules and procedures with respect to the use, operation, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;

- (B) making arrangements for the operation, maintenance and/or repair of the Shared Facilities. It is intended that the manager of the Condominium (see section 13.1 hereof) will also manage the Shared Facilities. It is not intended that there will be a separate manager for the Shared Facilities;
 - (C) procuring and maintaining insurance with respect to the Shared Facilities and in the event of a claim, administering the proceeds thereof in accordance with the Shared Facilities Agreement;
 - (D) preparing and submitting the budget to each party not less than once annually and no later than March 31st of each year;
- (iii) Each of Condominium, Retail/Commercial Area, Office Area and For Profit Parking Area shall nominate and appoint two (2) members to sit on the Shared Facilities Committee. Each of Condominium, Retail/Commercial Area, Office Area and For Profit Parking Area agree to adopt and be bound by the budget prepared by the Shared Facilities Committee and the Condominium is to agree to adopt that budget as part of its overall annual budget.
 - (iv) The budget shall set out the amount and type of each expense incurred in relation to the Shared Facilities, the frequency and level of services to be provided thereto and a projected breakdown of such expenses on a monthly basis in respect to the period covered by the budget.
 - (v) In addition, the budget shall contain provision for the payment by Condominium, Retail/Commercial Area, Office Area and For Profit Parking Area of monies to be used for the purpose of major repair and replacement of the Shared Facilities. This payment is called the "**Shared Facilities Reserve Fund Payment**". The Shared Facilities Reserve Fund Payment shall be paid into a reserve fund to be administered by the Shared Facilities Committee and to be used towards the payment for the major repair and replacement of the Shared Facilities. In calculating the Shared Facilities Reserve Fund Payment, the Shared Facilities Committee shall take into account and calculate the Shared Facilities Reserve Fund Payment in the same manner, to the same extent and in accordance with the Act and in particular Sections 93 and 94 thereof and the regulations made pursuant to the Act relating to reserve fund studies.
 - (vi) The Shared Facilities Committee is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared in respect of the Shared Facilities and the auditor must present said financial statements before the Shared Facilities Committee, and submit a formal report on such statements to the Shared Facilities Committee in accordance with the provisions of the Act.
 - (vii) Each party's respective portions of the Shared Facilities Reserve Fund Payment and contribution to the shared facilities reserve fund shall be calculated in the same manner as set out in Section 4.13(b) with respect to Shared Facilities Costs.
 - (viii) The Shared Facilities Committee shall hold a meeting not less than annually. All decisions of the Shared Facilities Committee shall be determined, effected and evidenced by the unanimous vote of the members who share in and use a particular Shared Facility and are present (or represented by proxy) at any meetings of the Shared Facilities Committee and any chairman does not have a casting or deciding vote.
 - (ix) The Shared Facilities Agreement shall contain dispute resolution provisions dealing with both mediation and arbitration, provided however that the provisions of the Shared Facilities Agreement shall not permit the changing of percentage allocations of Shared Facilities

Costs, nor shall any mediation or arbitration allow for the change of any percentage allocations of Shared Facilities Costs.

- (d) Purchasers are also advised that as construction of all of the components of the Project have not yet started, it is anticipated that even once finalized, the Shared Facilities Agreement may be subsequently amended during and after construction of the components of the Project and both before, during and after the registration of the Condominium in order to deal with contingencies that arise during construction to meet requirements of governmental authorities or insurance underwriters, to redefine and/or redescribe rights and easements that could not be precisely defined or described prior to construction, or such other matters that were not foreseen at the time the Shared Facilities Agreement was originally entered into. No such amendments to the Shared Facilities Agreement will be construed as a material change for the purposes of this Disclosure Statement.
- (e) The Condominium will become bound by and will assume the obligations of the Declarant under the Shared Facilities Agreement immediately after the creation of the Condominium, at which time the Condominium will automatically release the Declarant from the Declarant's obligations thereunder and from and after assumption by the Condominium shall indemnify the Declarant from any claims, demands, actions, liabilities and costs made, asserted or claimed against the Declarant.
- (f) The Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area will enjoy and also be subject to certain easements. Without limiting the generality of the foregoing, these easements are required to provide access to and from the various components of the Project, including the underground levels, use of various Shared Facilities, access for maintenance and repair purposes and to provide and maintain utilities and other services to the various components of the Project including easements to allow or accommodate for the installation, maintenance, repair and/or replacement of underground storm and sanitary sewer pipes, gas pipes, waterlines, sprinkler system, hydro-electric wires, cables, emergency generators and transformer vaults and/or underground telephone and television cables and fire alarm conduits, all of which will service some or all of the components of the Project. The easements are described in this Disclosure Statement in a general nature, as the specific locations for the easements and the reference plans that are required to describe them have not, as yet, been finally determined.
- (g) By-Law No. 5 and assumption agreement attached to it provides for the Condominium to assume the obligations and liabilities of the Declarant under the Shared Facilities Agreement, to release the Declarant and to indemnify the Declarant and the Shared Facilities Agreement is subject to Section 113 of the Act.

Section 4.14 - Boundaries of Units

- (a) The boundaries of the units are more particularly described in Schedule "C" to the Declaration. However, purchasers are hereby advised that there is no actual monumentation for the units available at the time of preparing this Disclosure Statement, inasmuch as same have not yet been constructed and completed. Accordingly, the unit boundaries will be more particularly defined in the attached Schedule "C" at the time of the Declaration's registration, and will be available at the Land Registry Office, to all unit purchasers or their respective solicitors for their review prior to final closing of the unit sale transactions. Therefore, Schedule "C" to the Declaration is an approximation only of the proposed unit boundaries and same are accordingly subject to change.
- (b) The boundaries of the Retail/Commercial Area, Office Area and For Profit Parking Area are generally as follows:

(i) Horizontally

Wherever any of the Retail/Commercial Area, Office Area or For Profit Parking Area abuts the Condominium, the proposed boundary will be to the centreline of demising walls. Wherever any of the Retail/Commercial Area, Office Area and For Profit Parking Area abuts the street (Stephenson Avenue, Main Street or the Westerly Laneway) the proposed boundary will be taken to the inside face of the building portion of area so abutting, which includes the inside face of all glass (the outside wall and glass will be part of the Condominium).

(ii) Vertically

The proposed boundary above and below any of Retail/Commercial Area, Office Area and For Profit Parking Area will be the inside face of the floor slabs (the floor slabs will be part of the Condominium), wherever the abutting area abuts the Condominium.

Section 4.15 - Repairs and Maintenance of Units

(a) Each Owner shall:

- (i) maintain the Owner's units and exclusive use common elements;
- (ii) repair the Owner's units after damage at the Owner's own expense subject to the provisions of the Declaration and the Act;
- (iii) be responsible for damages to any and all other units, the common elements, including the exclusive use common elements, which are caused by the Owner or any of the Owner's guests, visitors or invitees or those for whom the Owner is responsible, or by the failure to maintain and repair the Owner's units;
- (iv) maintain the interior surfaces of windows and doors to the Residential Unit and exterior surfaces of windows to the Residential Unit that are accessible; and repair damage to those windows, and doors caused by the Owner, tenants, visitors or invitees to the Residential Unit;
- (v) maintain any terrace, Juliet balcony and balcony which has been designated as an exclusive use area in respect of such Residential Unit and to which the Residential Unit has direct access;
- (vi) maintain, repair and replace any system, appliance or fixture that solely serves the Owner's own Residential Unit including without limitation the heating, air conditioning and ventilation systems (including all thermostatic controls) and equipment servicing the Residential Unit and air filters which are located in the Residential Unit or in any exclusive use common element area; but no Owner shall make any replacement, change, alteration or addition to such equipment without the prior written consent of the board; and
- (vii) maintain the shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit.

(b) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make and that the Owner does not make within the time stipulated by the Corporation and if no such time is stipulated then within a reasonable time and the Corporation may charge the cost thereof to the Residential Unit Owner, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance or repairs, and all such sums of money shall bear interest at the rate as set out in the Declaration and that such amounts are deemed to be part of the common expenses attributable and payable by such Owner and are recoverable as such.

(c) The Declaration shall provide that the Board reserves the right, in its sole and absolute discretion to cause the Corporation to assume responsibility for the maintenance, repair and replacement of the heating, air conditioning and

ventilation equipment, including filters, coils, the heat pumps, if any and thermostatic controls, if any, in the Residential Units, in which case the cost of such maintenance, repair and replacement, as applicable, shall form part of the common expenses for the Residential Unit.

Section 4.16 - Warranty Limitation

Purchasers are referred to By-Law number 3, the agreement attached to By-Law number 3 and the provisions of Section 8.01(l) of the Declaration. These provisions provide, inter alia, that the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act and the *Ontario New Home Warranties Plan Act* or by Tarion Warranty Corporation; that the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property shall be through the process established for and administered by Tarion Warranty Corporation, who shall be appointed the sole and final arbiter of all such matters; the Corporation shall indemnify and save the Declarant harmless from all manner of actions which are brought by the Corporation in contravention of the warranty agreement attached to By-Law number 3 and that such warranty agreement shall not be terminated or terminable by the Corporation following the Condominium's turnover meeting.

Section 4.17 - City of Toronto Requirements in Connection With Discharge of Water

- (a) The City of Toronto's Municipal Code, c.681 as amended from time to time (the "**Municipal Code**") requires that any ground water that emanates from or through the Building (including its drainage system) and that is to ultimately be discharged directly into the City of Toronto's storm sewer system shall meet and not exceed certain acceptable chemical content limits as outlined in the Municipal Code. Accordingly, the Declarant may be required to enter into an agreement (the "**Drainage Agreement**") with the City of Toronto in order to ensure that the aforesaid discharge requirements are met by the Declarant and the Condominium.
- (b) This Drainage Agreement may provide for the installation, maintenance and repair of an appropriate ground water filtration system, all in order to ensure that clean filtered water (or water that meets the City of Toronto criteria) enters into the City of Toronto's storm sewer system.
- (c) In the event that for whatever reason no ground water filtration system has been installed by the Declarant, so that ground water emanating from or through the Condominium's building foundation (and appurtenant drainage system) is ultimately discharged directly into the City of Toronto's sanitary sewer system, then any such Drainage Agreement may provide for payment to the City of Toronto for ground water discharge fees, which as of the date hereof amounts to \$2.25 (subject to an 8% yearly escalation or such greater percentage as required by the City of Toronto) per cubic metre of water so discharged into the sanitary sewer. The exact discharge amount will be calculated by multiplying the volume of the private discharge ground water so discharged by the Condominium, directly or indirectly, to the City of Toronto's sewer by the rate established by the City of Toronto from time to time under chapters 441 and 681 of the City of Toronto's Municipal Code. In addition, the Drainage Agreement may provide for a limit on the amount of water that may be so discharged.
- (d) This Drainage Agreement shall further provide for a complete indemnity by the Condominium and all owners of Residential Units in favour of the City of Toronto from and against any and all actions, suits, proceedings, claims and demands (including cost and expenses) whatsoever which may be made or pursued against the City of Toronto in connection with any breach by the Declarant and Condominium of the Municipal Code, the Drainage Agreement or the discharge of ground water into the storm or sanitary system.
- (e) The Condominium will be required to assume the provisions of this Drainage Agreement and in addition to the indemnity referenced in Section 4.17 (d) shall be required to indemnify and save harmless the Declarant from and with respect to any and all actions, suits, proceedings, claims, demands, costs and

expenses which may be made against the Declarant arising out of any breach by the Condominium of the Municipal Code, Drainage Agreement or the discharge of ground water in to the storm or sanitary system from and after the registration of the Condominium and the Condominium shall release the Declarant from all the foregoing.

- (f) All costs and expenses incurred by the Condominium in connection with the aforesaid ground water discharge obligations, the Drainage Agreement and/or the Municipal Code shall comprise part of the common expenses and be included in the Condominium's operating budget.
- (g) It shall be a duty of the Condominium to comply with all of the provisions of this Section 4.17, including without limitation, the duty to fully indemnify and save harmless the City of Toronto and the Declarant as hereinbefore set out.

ARTICLE 5

NO CONVERSION OF RENTED RESIDENTIAL PREMISES

Section 5.1 - No Conversion

Buildings on the Property have not been converted from a previous residential use. Therefore, in respect to the Project, the Declarant has not made application pursuant to subsection 9(4) of the Act for approval in respect of a property that includes a building or related group of buildings containing one or more premises that is used as a rented residential premises or that has been used as a rented residential premises and is vacant.

ARTICLE 6

ONTARIO NEW HOME WARRANTIES PLAN ACT ("ONHWPA")

Section 6.1 - Applicability

The Building is subject to the ONHWPA.

Section 6.2 - Enrollment

As of the date of the Disclosure Statement, the proposed Residential Units and common elements have not been enrolled under ONHWPA. The Declarant intends to enroll the Residential Units and common elements in the Condominium pursuant to the ONHWPA in accordance with the regulations thereunder.

ARTICLE 7

NON-RESIDENTIAL USE

Section 7.1 - Commercial Use within Condominium

None of the units or the common elements are to be used for commercial uses or for any other purposes not ancillary to residential purposes, save as may be permitted by the City of Toronto and save for easements granted to any of the Retail/Commercial Area, Office Area and For Profit Parking Area necessary for their operation and save for the 292 House as set out in Section 4.2(e).

ARTICLE 8

UNITS TO BE MARKETED IN BLOCKS TO INVESTORS

Section 8.1 - Market in Blocks

The Declarant reserves the right to and may market a block or blocks of units or individual units to investors. No restriction is placed upon the number of units or individual units to be marketed in blocks to investors or the number of units that may be purchased by an individual, partnership, trust, corporation or other entity. With respect to the Residential Units sold to investors, the Declarant may lease those units for and on behalf of the investors.

Section 8.2 - Short Term Rentals

In addition, the Declarant also reserves the right to and may market one or more units to investors (individuals, partnerships, trusts, corporations or other entities) who intend or desire to lease same to tenants, on a short-term (but no less than 6 months) or long-term basis as furnished or unfurnished residential apartments. Provided however that the Declarant shall have no restriction with respect to the term of any lease.

ARTICLE 9

PORTION OF UNITS DECLARANT INTENDS TO LEASE

Section 9.1 - Leasing

The Declarant cannot and will not restrict the right of purchasers to lease units in the Condominium nor the term of a lease (provided that such lease shall not be less than six (6) months, save and except for the Declarant who shall have no restrictions) following registration of the proposed Condominium, however the Declarant may impose conditions on leasing or may prohibit leasing of units during the period such units are ready for occupancy but prior to title being transferred to purchasers. The portion of units, to the nearest anticipated 25% that the Declarant intends to lease is 25% percent. With respect to Residential Units which may be sold to investors, the Declarant (or its agent) may lease such Residential Units for and on behalf of the investors. The Declarant may also lease back such Residential Units from the investors and subsequently sublease such Residential Units to residential tenants.

ARTICLE 10

COMMENCEMENT AND COMPLETION DATE FOR CONSTRUCTION OF AMENITIES

Section 10.1 - Amenities

It is presently proposed that the construction of the amenities will commence on or before May 31, 2023 and that same will be completed and operational on or before November 1, 2023. The foregoing anticipated dates may, however, be delayed due to strikes or other labour disruptions, litigation, shortages of materials, men and equipment and inclement weather conditions or by other causes or events beyond the Declarant's control.

ARTICLE 11

INTERIM OCCUPANCY

Section 11.1 - Amenities to be Provided During Interim Occupancy

It is unlikely that any of the recreational amenities will be operational and available for use by the purchaser during the period of interim occupancy.

ARTICLE 12

DECLARATION, BY-LAWS AND RULES

Section 12.1 - Copies

Accompanying this Disclosure Statement is a copy of the proposed Declaration; the proposed By-law No. 1 (being a general organizational by-law); the proposed By-law No. 2 (being a by-law authorizing the Corporation to borrow monies); the proposed By-law No. 3 (being a by-law providing for the assumption of the Tarion Agreement); the proposed By-law No. 4 (being a by-law to assume various municipal agreement(s)); the proposed By-law No. 5 (being a by-law to assume the Shared Facilities Agreement); the proposed By-law No. 6 (being a by-law providing for the assumption of the smart meter agreement); the proposed By-law No. 7 (being the standard unit by-law); the proposed By-law No. 8 (being a by-law to assume the Bulk Internet Agreement (as hereinafter defined)) and the Rules.

ARTICLE 13

BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

Section 13.1 - Proposed Management Agreement (Section 111 of the Act)

- (a) The Corporation will enter into a management agreement (the "**Management Agreement**") with such manager as may be selected by the Declarant (the "**Manager**") pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation, for a period of up to three (3) years from the date of registration of the Declaration. The Manager shall also be appointed to manage the Shared Facilities. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the by-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation's duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets. The management fee will be payable monthly in advance and the fee is set out in the budget, as \$17,431.00 per month plus HST.
- (b) The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act or during the term of the Management Agreement on 60 days written Notice (save for the first year after registration).
- (c) The duties of the Manager include enforcing the terms of the Declaration, By-laws and Rules; advising the Board as to any additional by-laws or rules which should be established to assist in the operation of the Building; collecting and receiving monies payable by the owners and depositing same into the appropriate bank accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Building; and financial reporting.
- (d) The duties of the Manager shall also include enforcing the terms of the Shared Facilities Agreement, collecting and receiving monies payable in accordance with the Shared Facilities Agreement and depositing same in the appropriate bank accounts, utilizing such funds to make payment on account including insurance, repairs and maintenance, attempting to collect delinquent accounts, keeping accurate accounts and records of financial transactions involved with respect to the Shared Facilities Agreement, and financial reporting with respect to the Shared Facilities Agreement.
- (e) The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. The affiliates of the Manager may receive compensation for services rendered to the Condominium provided that the Condominium approves such services in accordance with such terms of the Management Agreement.
- (f) Upon registration of the Declaration and thereafter at least 45 days prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year. The Manager shall generally do and perform and where desirable contract as agent for and in the name of the Condominium for all things desirable or necessary for the Property and efficient management of the Building (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of the Management Agreement, provided however that the Manager shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 for any one item without first obtaining one member of

the Board's approval to proceed with such work except for monthly or recurring charges. Where there is any discretionary work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00, then the Manager shall obtain and submit to the Board for written approval 3 or more independent estimates, if possible, of the cost of such work. Any contractual commitment over 12 months shall be subject to approval by the Board prior to tendering.

- (g) The Manager shall, with approval by the Board, manage a special capital improvement project or other project that is exceptional and uncommon in the day-to-day operations of the Building (the "**Special Capital Project**"). The Manager shall be entitled to charge a fee of 3% unrelated to any management fees charged in the management agreement for any such Special Capital Project.
- (h) The Manager shall, during and after the term of the Management Agreement, indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, breach of the Management Agreement or the negligence, act or omission of the Manager or any of its employees and the Manager agrees to provide the Corporation (if requested with a certificate of insurance prior to the effective date of the Management Agreement and thereafter annually as evidence that it is maintaining liability insurance for the purpose of indemnifying the Corporation pursuant to this clause. The Manager will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material changes in the provisions of such insurance policy.
- (i) All employees of the Manager working at the Condominium will be covered under the Corporation Insurance Policy as a third party, by a fidelity bond in the amount not less than \$300,000.00 (if required). The Corporation shall provide evidence of said bond prior the Management Agreement becoming effective and annually thereafter as long as the Management Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Corporation unless sufficient prior notice of cancellation has been delivered via Registered Mail to the Manager.
- (j) The Corporation shall, during and after the termination of the Management Agreement, indemnify and save the Manager completely free and harmless from any and all claims, actions, obligations, liabilities, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Condominium or incurred by reason of carrying out the provisions of the Management Agreement or acting upon the directions of the Corporation except in the case of the Manager in complying with the provisions of the Management Agreement or any negligence, fraud, illegal or dishonest act or intentional harm on the part of the Manager, its employees or agents.
- (k) A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for a complete understanding of the provisions contained therein. This summary is qualified in all respects by the actual terms and provisions of the Management Agreement.

Section 13.2 - Other Agreements

Each of the following agreements may be terminated by the Corporation pursuant to the provisions of Section 112 of the Act:

- (a) **Reserve Fund Study**

Purchasers are advised that the Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In this regard, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provision of Section 94(4) of the Act. The reserve fund study will confirm,

among other things, the adequacy of the reserve fund and the annual contributions necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancies. The reserve fund study must be updated on a periodic basis at the times and in the manner prescribed by the Act.

The Budget makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study. Should the Condominium retain a consultant to complete the reserve fund study at a cost in excess of the amount specified in the Budget, the Declarant shall not be responsible for any costs to the Condominium in excess of the amount designated in the Budget for the purpose of calculating the Declarant's obligation to the Condominium (if any) pursuant to Section 75(2) of the Act.

(b) **Performance Audit**

The Corporation is obliged to engage an independent engineering consultant to prepare the Performance Audit required to be performed under section 44 of the Act within the four (4) month period commencing on the sixth month following registration of the Declaration and the Description of the Condominium. The Performance Audit shall be conducted by the professional consulting engineers who shall make a thorough examination of the Condominium and assess the as-constructed condition of the various systems and components of the Condominium in accordance with Section 44 of the Act in order to provide the Corporation with a report which will assist the Corporation in assessing repair and maintenance requirements. The Declarant will be subsidizing the cost of the Performance Audit, which is noted in the budget.

The person who conducts the performance audit is to determine whether there are any deficiencies in the performance of the common elements described in the description after construction has been completed on the common elements that may give rise to a claim for payment out of the guarantee fund under Section 14 of the *Ontario New Home Warranties Plan Act* to the Corporation. The person who conducts the performance audit is to inspect the major components of the buildings on the Property which include the foundations, parking garage, wall construction, air and vapor barriers, windows, doors, elevators, roofing, mechanical system, electrical system, fire protection system and telecommunication systems. The report is to be submitted to the Board before the end of the 11th month following the registration of the Condominium.

In the event that the Corporation retains its own consulting engineer to undertake the Performance Audit, at a higher cost than the Contract Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contract Price for the purposes of Section 75 of the Act and any expenditure in excess of this stated amount shall be the sole responsibility of the Condominium Corporation. Please see the budget for further details.

(c) **Financial Audit**

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. Said financial statements are obliged to be delivered by the Declarant to the board within 60 days after the turnover meeting, in accordance with section 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of sections 66 to 71 of the Act.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all

requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. In the event that the board of directors chooses to retain an accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year Budget Statement arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(d) **Miscellaneous Contracts**

The Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, pest control, window washing, garage sweeping and maintenance, garbage pick-up and disposal, provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation.

Section 13.3 - Mutual Use Agreements (Section 113 of the Act)

The Declarant does intend to enter into agreements for the mutual use, provision or maintenance or cost sharing of facilities or services. See Section 4.2(i) and 4.13 of this Disclosure Statement for description of the Shared Facilities Agreement. By-law No. 5 is also part of this Disclosure Statement.

Section 13.4 - Proposed Insurance Trust Agreement (Section 114 of the Act)

The Corporation will likely not enter into an Insurance Trust Agreement with a trust company registered under the *Loan and Trust Corporations Act* or a chartered Bank (the "Trustee"), but reserves the right to enter into one.

Section 13.5 - Proposed Agreement for Telephone, Cable Television and Telecommunication Services

The Corporation may enter into agreements with the Declarant (or which agreements may be required by the Declarant to be assumed by the Corporation) and with one or more third party corporations for telephone, internet, cable television, fiber optic and telecommunication services, such as but not limited to Bell Canada, Rogers Cable Communications Inc. ("**Rogers**") and any other corporations (the "**Service Providers**") for the provisions of the telephone, cable television, internet, fiber optic and telecommunication services to the Condominium units and common elements.

The communications system including the cable, internet, telephone, fiber optic and telecommunication lines, equipment, wires, attachments and appurtenances thereto may be owned by the applicable Service Provider which installed or constructed same.

The Property may be subject to an easement, easements or license in favour of the Service Providers for the purposes of allowing any of them continued access to the Property to install, upgrade, operate, remove, replace and supplement their respective distribution systems and equipment, including inside wiring, which may be necessary or desirable to provide their services to the Condominium.

Any of the Service Providers may be granted access to the Condominium during normal business hours to promote and market their particular telecommunication services to the owners and residents in the Condominium and these rights may be exclusive until the occurrence of the turnover meeting referred to in Section 43 of the Act. The agreements with the Service Providers may contain a provision that no alternative service provider will be entitled to use the communication system, wiring and equipment supplied and installed by any one particular Service Provider.

In the event that any of the agreements referred to herein are terminated pursuant to the Act or otherwise, the Service Providers may pursuant to their agreement, have the right to remove their equipment (or any part thereof) from the Residential Units, the Building and Property and/or recover from the Condominium, its investment and costs in and with respect to any service distribution system and all associated termination, disconnect and removal costs.

The Declarant may enter into a bulk internet service agreement (hereinafter referred to as the "**Bulk Internet Agreement**") with an internet supplier (the "**Internet Supplier**"), pursuant to which the Internet Supplier agrees to provide broadband internet services to the Residential Units and the common elements on a bulk basis to this Condominium on the following terms and conditions:

- (a) The Bulk Internet Agreement will provide for an initial term of seventy-two (72) months, commencing upon the first occupancy of any dwelling unit in this Condominium (the "**Initial Term**"), with an annual cost or rate for such bulk internet service equal to \$25.00 plus HST per dwelling unit per month, provided that the first occupancy of Residential Units takes place on or before December 31, 2024, otherwise the cost or rate shall be increased by 3% per calendar year. Included in the fee will be one (1) internet modem.
- (b) An option in favour of the Condominium (exercisable no later than thirty (30) days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional thirty-six (36) months thereafter (the "**Option Period**") at the same annual costs as set out for the Initial Term.
- (c) During the first ten (10) years of the Bulk Internet Agreement, the Corporation will not enter into any other Bulk Internet Agreement with another Internet Supplier.
- (d) Purchasers will be subject to compliance with the standard acceptable use policy and terms and conditions of service of the Internet Supplier.

All costs and expenses incurred for the Bulk Internet Agreement shall form part of the common expenses and Purchasers should refer to the Budget for additional information. Purchasers will note that their monthly common expenses set out in the budget schedule is comprised of their monthly common expense fee **PLUS** the bulk internet fee of \$25.00 (plus HST). Therefore, each Owner pays equally for bulk internet charges, regardless of the size of their Residential Unit or that the Purchaser may not use the service. Purchasers are advised that if the Purchaser elects to not utilize or is unable to utilize the services of the Internet Supplier, the Purchaser shall not receive any deduction, abatement or any other type of reduction of costs that are incurred pursuant to the Bulk Internet Agreement.

Purchasers are hereby advised that the Declarant makes no representations or warranties relating to: (1) the quality of the bulk internet service, as that internet speed may vary depending on internet traffic, server gateway/router, and user specific factors (such as computer quality, software and applications, home wiring/network, location of the Residential Unit); and (2) the features and/or availability of such hardware or software features provided by the Internet Supplier which are subject to periodic change.

The Corporation will assume the obligations and liabilities of the Declarant under the Bulk Internet Agreement in the form of assumption agreement attached to draft By-law No. 7 forming part of this disclosure and to release the Declarant and to indemnify the Declarant for all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur in connection with the Bulk Internet Agreement.

Section 13.6 - Proposed Agreement for Utility Metering and Reading

- (a) The Declarant reserves the right to install and supply separate meters or submeters for utilities such as electricity, gas, water and heating/cooling (each a "**Service**" and which term includes all of the foregoing services or any one, as the case may be) with respect to each individual unit, at the sole cost and expense of each purchaser, so that each owner or occupant shall be directly responsible for paying utility costs attributable to his particular Residential Units, rather than such costs being part of the common expenses for the Condominium.

- (b) Therefore, utility consumption in each owner's unit and in the common elements may be measured and invoiced by one or more submetering systems installed and operated by one or more third party suppliers or distributors (each called a "**Supplier**"). Each owner will be required to enter into a supply and services agreement with each Supplier and to pay all deposits and security required. The Supplier has made a contribution to the distribution system of the Building for each Service. All of the systems installed by the Supplier shall not form part of the common elements of the Building or part of any Residential Unit or other unit of the Building and shall be owned by the Supplier at all times.
- (c) Each unit owner shall receive and be responsible for payment of the invoice with respect to the supply of and consumption for each Service in respect of his/her unit, which invoice shall include an administrative and distribution fee. The unit owner shall remit payment to each Supplier for Service consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the Condominium.
- (d) Any monies owing with respect to invoices for Service consumption and administrative and distribution fee and not paid to the Supplier by the unit owner according to the terms of the invoice, may if required by the Supplier, be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the owner of the unit within which the Service was consumed and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility consumption at a rate equal to that for arrears of common expense payments as set out in the corporation's declaration and/or by-laws.
- (e) In the event a unit owner is in default of payment of invoices to a Supplier as a condition of being supplied or continuing to be supplied with the particular Service, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount as determined by the Board. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Supplier with respect to the supply of the particular Service to such Owner's Unit.
- (f) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to units and the common elements including exclusive use common elements, by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submetering systems, or check meters. Work that is required within a unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering systems or check meters is also permitted and authorized upon not less than twenty-four (24) hours notice to the owner of the unit if access to the unit is required, except in the case of urgency or emergency, whereupon no notice is required.
- (g) The Corporation or the Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the particular Service to any unit, where payments owing for same are in arrears and/or the Corporation may register a common expense lien against the unit. The Supplier shall in addition, have all rights available to it at law or in equity which may include the right to commence an action against the defaulting owner, or otherwise employ its normal collection practices, which may include terminating the supply of the Service to the unit or disconnecting the unit on the owners behalf for non-payment of bills.
- (h) The Corporation may be required to enter into a utility supply and services agreement with each Supplier or enter into an assignment and assumption agreement. In the event that this agreement is terminated pursuant to Section 112 of the Act or otherwise, the Supplier shall have the right to remove meters

installed by it (or any part thereof) from the Unit, Building and Property and/or recover its investment in any utility distribution system and all associated termination, disconnect and removal costs from the Corporation.

- (i) All costs associated with installing, reading, repairing and maintaining the Residential Unit meters, submeters and/or consumption meters for each particular Service shall be for the account of the owner of such Residential Units or any occupant or resident therein.
- (j) In the event that any of the agreements referred to in this Section 13.6 are terminated pursuant to Section 112 of the Act or otherwise, the Supplier may pursuant to its agreement have the right to remove meters and appurtenances installed by it (or any part thereof) from the Residential Units, Building and Property and/or recover from the Condominium, its investment in any service distribution system and all associated termination, disconnect and removal costs and the undepreciated costs and lost profits as set out in the agreement into with the Supplier. By-Law No. 6 and the assumption agreement attached to it provides for the Condominium to assume the obligations and liabilities of the Declarant under such agreement and to release the Declarant and to indemnify the Declarant for all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur in connection with the agreement. A similar by-law shall be prepared in respect of each agreement with a Supplier, if there is more than one Supplier.

Section 13.7 - Proposed Agreement for Building Integration, Home Automation and Lifestyle Management Services

The Declarant may enter into one or more agreements with one or more third party corporations (the "**Smart Home Service Providers**") (which agreements may be required by the Declarant to be assumed by the Corporation) to enable or facilitate, amongst other things, certain computerized building integration, home automation and/or lifestyle management services (the "**Smart Home System**") to owners that will automate and control some of the building's operations in designated portions of the common elements and/or the Residential Units.

The Smart Home System is only accessible from a smartphone application. Accordingly, Purchasers are advised that their smartphone must be compatible with the Smart Home Service Providers minimum specifications (which may include specifications as to the make and model of the smartphone and operating system installed thereon and which specifications may change from time to time) in order to be able to use the smartphone application and to control the Smart Home System. In order to use the Smart Home System, Purchasers may also have to register or enroll using their respective e-mail addresses (so associated with their smartphones) or other personal information with the manager, whereby the Smart Home Service Providers, the Smart Home System and/or the manager will be able to send notifications to the smartphone and/or e-mail address associated with the Smart Home System.

The systems of the Smart Home Service Providers may include the installation of certain equipment, wiring, attachments, computerized and integrated network infrastructure management system, computer chips, software and appurtenances thereto that may be owned by the applicable Smart Home Service Providers when installed or constructed within each Residential Unit and designated portions of the common elements that it will ultimately be connected to (and will ultimately control).

The Property may be subject to an easement, easements or license in favour of the Smart Home Service Providers for the purposes of allowing any of them continued access to the Property to install, upgrade, operate, remove, replace and supplement their respective systems and equipment, including inside wiring, which may be necessary or desirable to provide their services to the Condominium.

Any of the Smart Home Service Providers may be granted access to the Condominium during normal business hours to promote and market their particular services to the owners and residents in the Condominium and these rights may be exclusive until the occurrence of the turnover meeting referred to in Section 43 of the Act. The agreements with the Smart Home Service Providers may contain a provision that no alternative service

provider will be entitled to use the system, wiring and equipment supplied and installed by any one particular Smart Home Service Provider.

In the event that any of the agreements referred to herein are terminated pursuant to the Act or otherwise, the Smart Home Service Providers may pursuant to their agreement, have the right to remove their equipment (or any part thereof) from the Residential Units, the Building and Property and/or recover from the Condominium, its investment and costs in and with respect to any service system and all associated termination, disconnect and removal costs.

The Declarant may enter into an agreement (hereinafter referred to as the "**Smart Home Service Agreement**") with a Smart Home Service Provider, pursuant to which the Smart Home Service Provider agrees to provide the Smart Home System to this Condominium on the following terms and conditions:

- (a) The Smart Home Service Agreement will provide for an initial term of twelve (12) months, commencing upon the first occupancy of any dwelling unit of the Condominium with five (5) automatic one (1) year renewals on each anniversary date unless otherwise terminated, with an annual cost or rate of \$3,710.00 plus HST per month, subject to an annual price adjustment as set out in the Lifestyle Agreement which shall not exceed the Canadian Inflation Index in that given year. All costs incurred shall form part of the common expenses.
- (b) Purchasers will be subject to compliance with the standard acceptable use policy and terms and conditions of service of the Smart Home Service Provider.

Please refer to the Budget for all costs and expenses to be incurred by the Condominium with respect to the Smart Home Service Agreement. Purchasers are advised that if the Purchaser elects to not utilize or is unable to utilize the services of the Smart Home Service Provider, the Purchaser shall not receive any deduction, abatement or any other type of reduction of common expense payments.

Purchasers are also advised that the Declarant, at its sole and absolute discretion and without notice to the Purchasers, may subsequently determine to not enter into the Smart Home Service Agreement or agreements with any other third party corporations for a Smart Home System whereby the costs and expenses set out in the Budget shall decrease accordingly. Since this possibility has been fully and properly disclosed, any amendments that may be required to the Declaration in this regard shall not constitute a material change for the purpose of Section 74 of the Act.

ARTICLE 14

AMALGAMATION

Section 14.1 - Statement Regarding Amalgamation

The Declarant does not intend to cause the Corporation to amalgamate with another corporation within sixty (60) days of the date of registration of the Declaration and Description for the Corporation nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.

ARTICLE 15

BUDGET STATEMENT

Section 15.1 - Budget Statement

A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. Purchasers are advised to review the Budget Statement, including the notes to budget and in particular the notes relating to utilities, such as electricity, water and gas. As electricity, water and gas are subject to market variations, Purchasers will note that the Budget is based on comparable property requirements and the current rates for the particular utility. Prior to registration of the Condominium, the projected costs for such utilities may be increased to reflect the then current market conditions and Purchasers will note that in

the notes to budget, the basis for any increase is therein set out. Purchasers are advised that the Budget for the Condominium has been prepared on this basis. Purchasers are advised that the Budget Statement shall be increased at the rate of 7% per annum compounded annually after January 1, 2024.

ARTICLE 16

FEES OR CHARGES TO BE PAID TO THE DECLARANT

Section 16.1 - Fees

There are no fees or charges that the Corporation is required to pay to the Declarant. There are no fees or charges that the Condominium is required or intended to pay to any other person or persons, except as expressly provided or contemplated in the proposed first year budget statement of the Condominium and in the notes to the budget statement. Please therefore refer to the first year budget statement for all projects or anticipated expenses of the Condominium and the corresponding services being provided.

ARTICLE 17

RESCISSION RIGHTS (Section 73 of the Act)

Section 17.1 - Rescission Rights

The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit or common interest in the Condominium:

"73(1) A purchaser who receives a disclosure statement under subsection 72(1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

(a) the date that the purchaser receives the disclosure statement; and

(b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

ARTICLE 18

RESCISSION RIGHTS UPON MATERIAL CHANGE (Section 74 of the Act)

Section 18.1 - Rescission Rights

The following is a copy of Section 74 of the Act which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a unit or a common interest in the Condominium in the event of a material change:

"74(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72(1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

(2) In this section,

“material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under Section 73, if the disclosure statement had contained the change or series of changes, but does not include,

(a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;

(b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turnover meeting has been held under Section 43;

(c) a change in the portion of the units or proposed units that the declarant intends to lease;

(d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or

(e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality for the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Ontario Court (General Division) for a determination whether a change or a series of changes set out in the statement or notice is a material change.

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

(a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;

(b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser’s solicitor shall give a written notice of rescission to the declarant or to the declarant’s solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

(a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or

(b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8)."

ARTICLE 19

INTEREST ON DEPOSITS

Section 19.1 - Interest

Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

ARTICLE 20

USE OF COMMON ELEMENTS

Section 20.1 - Commercial Purposes

The Declarant does not intend to permit any part of the common elements to be used for retail or commercial or other purposes not ancillary to residential purposes, save for the use by the owners of the Retail/Commercial Area, Office Area and For Profit Parking Area in connection with their ingress, egress, maintenance, repair and easement rights as described in Sections 4.2(h), 4.2(i) and 23.1 hereof.

ARTICLE 21

MAJOR ASSETS TO BE PROVIDED BY DECLARANT

Section 21.1 - No Major Assets

The Declarant does not intend to provide any major assets or property to the Corporation.

ARTICLE 22

UNITS, ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT

Section 22.1 - Acquisitions

There are no units, property, assets or services that the Corporation is required to acquire from nor are there any agreements or leases that the corporation must enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant, save and except for agreements as set out in Section 13.5 (Service Providers Agreement), 13.6 (utility meter and reading agreements), 13.7 (computerized building integration, home automation and lifestyle management services), 26.3 (Municipal Agreements) and such other miscellaneous agreements such as waste

disposal, management and landscaping/snow removal, which payments and agreements are contemplated by the Budget.

ARTICLE 23

ADJOINING LANDS

Section 23.1 - Adjoining Lands

The Declarant or an affiliate of the Declarant or another arm's length entity owns or will own the Retail/Commercial Area, Office Area and For Profit Parking Area. These areas are not yet under construction and will be used for retail/commercial, office and for profit parking uses. Applications have been submitted to an approval authority respecting the use of the Retail/Commercial Area, Office Area and For Profit Parking Area. The owner of the Retail/Commercial Area, Office Area and For Profit Parking Area, its successors and assigns may have the following easements through, along, upon, on or under the Condominium:

- (a) ingress and egress (for both persons and vehicles) for servicing, maintenance and/or repair matters (including support easements);
- (b) garbage/recyclable storage and loading areas to be shared between the Condominium and the Retail/Commercial Area, Office Area and For Profit Parking Area;
- (c) venting and ducting areas for various retail/commercial uses, such as restaurants;
- (d) emergency stairwell areas;
- (e) driveways and ramps leading to the underground garage;
- (f) vehicular and pedestrian access and egress easements; and
- (g) such other construction and servicing easements as required, which without limitation, may include connecting to and the use of the Condominium's hydro, storm, sanitary and water services.

ARTICLE 24

STANDARD UNIT

Section 24.1 - Standard Unit

There is a by-law or proposed by-law of the Corporation establishing what constitutes a standard unit, which is included in this disclosure as by-law 7. The standard unit by-law sets out what constitutes a standard unit for each class of unit that the Declarant has specified for the purpose of determining the responsibility for the repairing of improvements after damage and insuring them. Each unit owner shall carefully review what constitutes a standard unit in order to ensure that such owner obtains proper insurance coverage. Therefore, any property, fixtures, chattels, equipment, furnishings and personal property not expressly mentioned or included within the standard unit definition will not be covered or insured by the Condominium's master insurance policy and must therefore be specifically insured by each unit owner under each unit owner's individual insurance policy and at each unit owner's sole cost and expense. Therefore, each unit owner should carefully review what constitutes a standard unit, as no floor coverings whatsoever, no flooring whatsoever (other than the concrete floor slab), no kitchen and bathroom countertops and no appliances whatsoever are included within the standard unit definition and therefore must be insured by a unit owner.

ARTICLE 25

INSURANCE

Section 25.1 - Insurance

- (a) Purchasers are advised that the Declarant's builders all risk/comprehensive insurance policy, which is effective prior to the registration of the Condominium and the

Condominium's master insurance policy, which is effective from and after registration of the Condominium, will not cover any betterments or improvements made to any units, nor any furnishings or personal property of any purchaser, owner or occupant of the Condominium or any unit therein and accordingly each unit owner shall be obligated to obtain and maintain the following insurance coverages, to be effective from and after the date that such person owns or occupies their respective unit, all at such owners sole cost and expense:

(i) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the owner. Each such policy of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or willful misconduct caused or contributed by any of the aforementioned parties.

(ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(iii) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

(b) Purchasers are advised that pursuant to the Declaration each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Condominium may suffer or incur, resulting from or caused by an act or omission of such owner, his family, guests, visitors or tenants, to or with respect to the common elements, except for any loss, damages, injury or liability caused by an insured and insured against by the Condominium and for which insurance proceeds are actually paid to the Condominium sufficient to cover the actual loss and damage. All costs and expenses (which will include legal costs of the Condominium and any insurance deductible amount) will be the responsibility of such Owner and will be collected as additional common expenses, with lien rights arising pursuant to the Act.

ARTICLE 26

MISCELLANEOUS MATTERS

Section 26.1 - Rules

The board of directors may make, amend or repeal rules respecting the use of common elements and Residential Units, Storage Units and Parking Units provided same do not contravene any agreements entered into by the Corporation or assumed by the Corporation in respect thereof to:

(a) promote the safety, security or welfare of the Owners and of the property and assets of the Condominium, or

(b) prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Condominium.

The rules shall be reasonable and consistent with the Act, the declaration and by-laws. Attached to this disclosure statement are the proposed rules which the Declarant intends to be adopted and approved by the board of directors after registration of the Condominium. Purchasers are advised that owners and residents are to comply with the *Smoke-Free Ontario Act* and *Electronic Cigarettes Act, 2015*, as they may be amended, restated and re-enacted from time to time. In addition, there is to be no smoking of tobacco of any kind, no smoking of electronic cigarettes, no vaping and no smoking of cannabis (save where required for properly authorized medical purposes and in compliance with all laws relating to cannabis) or growing of cannabis in any unit (whether dwelling, storage, parking or otherwise). Purchasers should review the rules in this regard.

Section 26.2 - Warning Clauses

The Warning Clauses set out in Schedule "A" hereto shall form part of this disclosure statement, as if set out in full herein.

Section 26.3 - Municipal Agreements

Purchasers are advised that the Declarant may be entering into agreements with the City of Toronto or other municipal authority, including without limitation Site Plan Agreements, Condominium Development Agreements, agreements pursuant to Section 37 of the *Planning Act* and City of Toronto Municipal Code Chapter 681 drainage agreement (collectively the "**Municipal Agreements**"), which will relate to the development of the Property, the use thereof and which may provide for the maintenance and repair of the Building and Property in accordance with the plans, drawings and elevations originally submitted by the Declarant to the City of Toronto and for which approval is given by the City of Toronto, all of which agreements may be amended or replaced, in whole or in part, by one or more subsequently registered agreements. The Condominium may be required to assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising under one or more of the Municipal Agreements and pursuant to which the Declarant shall be fully released and discharged from all of its obligations and liabilities arising under the Municipal Agreements. See by-law number 4 forming part of this disclosure setting out the assumption agreement.

SCHEDULE "A"

WARNING CLAUSES

In this Schedule, "**Declarant**" and "**Vendor**" shall have the same meaning.

SCHOOLS

(a) Toronto District School Board ("**TDSB**") has advised that there is insufficient space at local schools to accommodate students anticipated from the proposed development and others in the area. Some students may be accommodated in temporary facilities and/or bussed to a school outside of the area, according to the policy of the TDSB. Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.

(b) With regard to the Toronto Catholic District School Board ("**TCDSB**"), all prospective purchasers are advised that Catholic school accommodations may not be available for students residing in this area and that all purchasers are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area. The TCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the TCDSB.

STORM WATER MANAGEMENT

(c) Purchasers are advised that the City of Toronto has implemented storm water management policies intended to minimize the impact of development on the surrounding land areas, and that it may be necessary to implement on-site storm water management techniques in the design and construction of the site works and services, including but not limited to, below grade or rooftop storage and/or detention tanks in car parking and/or landscaped areas. Purchasers acknowledge that they will maintain any on-site storm water management facilities and that they will not alter or remove these facilities without the prior written consent of the City of Toronto.

(d) Purchasers are advised that the facilities and location of any storm water management facilities, including any landscaping associated with said facilities, have not been finalized.

NOISE ABATEMENT

(e) The Purchaser acknowledges that because of the construction of the Condominium, there will be a certain amount of noise and vibration inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees that it will not interfere with construction of the Condominium or the Declarant's trades, as they carry on their work, either with respect to the Condominium or the Unit.

(f) Purchasers are advised that sound levels from neighbouring uses and/or road traffic from Danforth Avenue, Main Street, Stephenson Avenue and the unnamed laneway accessible from Stephenson Avenue may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the Ministry of Environment, Conservation and Parks' and the City of Toronto's noise criteria.

(g) The Purchaser is hereby advised that noise levels caused by the Condominium's bank of elevators, garbage chutes, mechanical equipment, move-in, loading and garbage removal bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, and/or by any commercial businesses operated from retail and office premises in the Building or any adjacent condominium or freehold land, and by or from any commercial vehicles loading and unloading goods and materials to the retail stores and/or by the use of any publicly accessible open spaces or roadways may occasionally cause noise, vibration, odours and inconveniences to the dwelling occupants and as and when other dwelling units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconveniences to the dwelling occupants.

(h) All Purchasers of units on levels 2 and 12 of the Condominium are hereby advised of the existence of the recreational facilities and other amenities (including the guest suite on level 2 of the Condominium) and that the use of these recreational facilities and other amenities by all of the Purchasers in the Condominium may occasionally cause noise and inconveniences to the dwelling occupants.

(i) All Purchasers should carefully review the condominium plans to ascertain the existence of any amenity areas, mechanical/electrical rooms, garbage pickup area, loading bays and underground and entrance ramps, to which those units may be adjacent or above or in the vicinity of, as those particular uses may occasionally cause noise and inconvenience to the dwelling occupants.

(j) Purchasers of dwelling units in the vicinity of the retail/commercial/office areas are advised that noise, vibration, light and/or odours emanating from such areas may be perceptible by the owners and occupants of such dwelling units.

(k) Purchasers of dwelling units are advised that noise and odours from exhaust venting servicing retail/commercial/office areas may be perceptible by the owners and occupants from time to time.

(l) Purchasers are advised that noise and odours from the loading and garbage storage areas may be noticeable by owners and occupants from time to time.

(m) Purchasers of dwelling units with hardwood or laminate flooring agree to cover at least 60% of the flooring with area rugs in an effort to mitigate sound transmission if required by the Board or property manager of the Condominium.

(n) Purchasers are advised that, during high wind conditions, movement of the Building may be perceptible, which movement has been anticipated and accommodated in the design of the Building.

(o) Purchasers are advised that windy conditions caused by the interaction of prevailing winds with the Building creating downdrafts and channelling effects may occasionally interfere with some activities of the owners and occupants of dwelling units in the Condominium and users of the outdoor amenity areas.

(p) Purchasers may be inconvenienced by ongoing construction activities relating to the development of the Lands and/or other construction activities in the vicinity of the Lands.

TORONTO TRANSIT COMMISSION

(q) Purchasers/tenants acknowledge and agree that the proximity of the Condominium to Toronto Transit Commission transit operations may result in noise, vibration and transmissions (collectively in this paragraph the "**Interferences**") to the Condominium and despite the inclusion of control features within the Condominium, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Condominium. Notwithstanding the foregoing, the Purchasers/tenants acknowledge and agree to release and save harmless the City of Toronto and the Toronto Transit Commission from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Purchasers/tenants acknowledge and agree that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement and that this requirement shall be binding not only on the Declarant and any purchaser but also their respective successors and assigns and shall survive the closing of any transaction.

(r) Purchasers are advised that the existing location of any bus stop, street car stop, transit shelter or other ancillary items thereto may be altered or relocated at any time or times.

(s) Purchasers are advised that due to the proximity of the 506 Carlton streetcar route, noise, vibration, electro-magnetic interference ("**EMI**") and stray current may be transmitted by Toronto Transit Commission ("**TTC**") operations which may be of concern to potential purchasers. The TTC accepts no responsibility for any such effects on any building and/or its occupants.

METROLINX/GO TRANSIT

(t) The Purchaser acknowledges and agrees that:

(i) the proximity of the subject development, hereinafter referred to as the "**Development**" to the Metrolinx transit facilities and operations upon which expansions or alterations thereof may be constructed and upon which such construction and operation of the Metrolinx facilities do occur, may result in noise, vibration, electromagnetic interferences, stray current, smoke and particulate matter transmissions (collectively in this paragraph referred to as the "**Interferences**") to the Development; and

(ii) Metrolinx and/or its contractors will not be responsible or liable in any way for such Interferences on the Development or its occupants.

(u) Purchasers and/or Lessees specifically acknowledge and agree that the proximity of the Development to Metrolinx transit facilities and operations may result in Interferences (as hereinbefore defined) to the Development and despite the inclusion of control features with the Development, if any, Interferences from transit facilities and operations may be present and be of concern to Purchasers and Lessees, interfering with activities of the occupants in the Development. Notwithstanding the foregoing, the Purchaser and/or Lessee agrees to and release and saves harmless the City of Toronto, Metrolinx and those persons constructing and operating the transit infrastructure from all claims, losses, judgments and/or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser and/or Lessee acknowledge and agree that any electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease, agreement of purchase and sale, or other transfer or conveyance and that this requirement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns and shall not merge with the closing of the transaction.

RAIL WARNING CLAUSES

(v) Purchasers are advised of an existing railway corridor within the vicinity of the Property. There may be alterations, expansions, extensions, increases, enlargements, alterations and other changes of the railway, rail facilities or other operations on such rights of way in the future including the fact that the railway or its assigns or successors as aforesaid may extend, increase, enlarge, expand or alter its operations, which expansion, extension, increase, enlargement or alteration may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the Project and individual units.

(w) Purchasers are advised that the property may be subject to discharging, emitting and releasing and venting thereon or otherwise effecting the property at any time or times during the day or night with noise, vibrations and other sounds and light of every nature and kind whatsoever arising from, out of or in connection with any and all present and future facilities and operations including without limitation, all such facilities and operators presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increase, enlargement and other changes to such operations.

(x) Purchasers are advised that nearby railway operations may result in operations being conducted 24 hours a day, 7 days a week including the shunting of trains and the idling of locomotives.

(y) Purchasers are advised of the following warning: "Warning: Metrolinx, carrying on business as GO Transit and its assigns and successors in interest and Canadian National Railway Company ("**CN**") and the Canadian Pacific Railway Company ("**CP**") have or may have a right of way within three hundred (300) meters from the Property. There may be alterations to or expansions of the rail facilities on such right of way in the future including the possibility that GO Transit or its assigns or successors, as aforesaid and/or CN or their assigns or successors as aforesaid and/or CP and their successor and assigns, as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration and air quality attenuating measure in the design of the development and individual units. GO Transit, CP and CN and the City of Toronto will not be responsible for

any complaints or claims arising from use from such facilities and/or operations, on, over or under the aforesaid rights of way.

Warning to Solicitors: Solicitors are advised to stress the importance of the above noted warning clause when advising their clients on the rental/purchase of units in the subject development.”

(z) Purchasers are advised that title to the Property and therefore the dwelling units will be subject to a permanent and perpetual easement or right and interest in the nature of a permanent and perpetual easement in favour of CP and/or CN, over, under, along and upon the whole of the Property and every part thereof for the purposes of discharging, emitting and releasing and venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds and light of every nature and kind whatsoever arising from out of or in connection with any and all present and future railway facilities and operation of CN and/or CP upon the CP lands and/or the CN lands and including without limitation, all such facilities and operations presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increases, enlargement and other changes to such operations.

SERVICES AND PUBLIC/PRIVATE UTILITIES AND FACILITIES

(aa) Purchasers are advised that the wires, cables, fittings and/or fibre optics comprising the cable television system or any other communication services servicing the Condominium may be owned by the local cable television or telecommunications supplier and that wires, cables, meters, transformer or energizing boxes comprising the hydro system servicing the Condominium may be owned by a utility or private company supplying hydro.

(bb) Purchasers are advised that, as a result of uncertainty in the natural gas, electricity and water distribution markets, the Declarant's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date hereof and which are beyond the Declarant's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities shown in the Budget which accompany the Disclosure Statement shall be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs as provided in the Budget (in the Declarant's sole discretion). The Budget which accompanies the Disclosure Statement and the common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget which accompanies the Disclosure Statement shall not be the responsibility of the Declarant, despite Section 75 of the Condominium Act. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or such Budget. In addition, purchasers agree that this acknowledgement may be pleaded by the Declarant as complete defence to any application or objection raised by purchasers in this regard.

GENERAL

(cc) Purchasers are advised to review the disclosure statement for this project and in particular understand that the abutting lands can and may at any time in the future be redeveloped for uses that are different from those that exist today.

(dd) Purchasers are advised that actual views from the proposed Condominium may not be as shown or represented on any site plan, marketing plans, artist's renderings, video's, simulations or scale model and may be different or obstructed in the future. The obstruction of such views shall not be considered a material change to this Disclosure Statement and the Purchaser shall have absolutely no claim or cause of action against the Declarant, including without limitation, a claim for a refund, credit, reduction/abatement or setoff whatsoever against any portion of Purchase Price of their respective Units, or against any portion of the monthly occupancy fees so paid or payable, as a result of the obstruction of such views.

(ee) Purchasers are advised that the Declarant reserves the right to install a sign or signs on any part of the common elements (including, without limiting the generality of the foregoing, the roof, mechanical penthouse, residential lobby, ramp

leading to the parking garage, outdoor amenity areas and any window or wall of the amenity facilities). The Declarant, in its sole discretion, shall have the right to determine the design, message and locations of such signage. In addition to the Declarant's rights expressed above, the Declarant reserves the right to unitize any area in which a sign is located. In this event, the Declaration shall contain a provision which states that the owner of the sign unit (together with its employees, agents, contractors and invitees) shall at all times have the right to access the common elements of the Condominium for the purpose of inspecting, maintaining and repairing the sign unit. Only in event that the sign area is unitized and the Declarant retains ownership of such sign, the Declarant shall pay for all utilities consumed by the sign and the Declarant shall be responsible for maintaining and repairing the sign at its sole cost and expense. In no event shall the Condominium charge the Declarant for the use of the space which any sign occupies nor shall the Condominium disconnect any sign from the power supply of the Condominium, regardless of whether the sign is unitized or part of the common elements. The Declarant shall have the right to assign, license, transfer or otherwise convey its signage rights (in whole or in part) to any third party without notice to or consent from the Condominium. If any signage relates specifically to the Project, then such signage shall form part of the common elements and the Condominium shall be responsible for all costs associated with operating, maintaining and repairing such signage.

(ff) Purchasers of dwelling units overlooking any roof area are advised that mechanical equipment may be located on the roof. In addition, purchasers of dwelling units which are adjacent to a roof are advised that snow may accumulate on the roof adjacent to such dwelling units.

(gg) Purchasers are advised that there may be a system of lighting on the roofs, soffits, facades and/or mechanical penthouse of the Building which may spill light onto certain dwelling units located in the vicinity of these light sources from dusk until approximately 11:00 p.m.

(hh) The Condominium shall comply with the City of Toronto program for recycling organic and inorganic materials. Purchasers agree to comply with rules and regulations imposed by the Condominium from time to time regarding garbage and recycling disposal.

(ii) The Condominium shall comply with the maintenance program as required by the City relating to each green roof area of the Condominium in accordance with City By-Law No. 583-2009 (as amended from time to time) and the Toronto Green Development Standard.

(jj) Purchasers are advised that the Condominium is in proximity to a hydro corridor, hydro station and hydro transmission lines and that noise, vibrations, light, odours, electromagnetic and stray current may emanate from such area and may occasionally interfere with dwelling occupants and that operations may be conducted 24 hours a day, 7 days a week. There may be alterations to or expansions of the hydro corridor, hydro station and hydro transmission lines in the future including the possibility that the hydro authority or its assigns or successors may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration measures in the design of the development and individual units. The utility provider will not be responsible for any inconvenience or nuisance which may present itself as a result of the current or any future use.

(kk) Purchasers are advised that vehicular and bicycle access to the loading dock, bicycle storage spaces, at-grade parking and underground parking and other ancillary components of the Condominium are only accessible from the adjacent unnamed laneway to the west of the property accessible from Stephenson Avenue and that the boundaries of said laneway and the access thereto may be extended, expanded, enlarged, altered or relocated by the City of Toronto from time to time and that the existing location of said laneway as situated may not be the location of the laneway to be utilized by the Condominium. Purchasers are advised that increased road traffic on said laneway may result in increased sound levels that may exceed the applicable governmental authorities noise criteria and occasionally interfere with some activities of owners and their tenants and guests. The Corporation may also be granted the benefit of a right in the nature of a right-of-way or easement for the purpose of accessing, passing over or using any

extended, expanded, enlarged, altered or relocated laneway or any lands adjacent to or in proximity to the laneway owned at the time of such grant by the City of Toronto.

(II) Purchasers of Unit 18, Level 2 and Units 7 and 8, Level 12, are advised that the dwelling units are located near an outdoor amenity area with vegetation and as such, have been fitted with bird friendly treated glass windows having a frittered pattern. All Purchasers are advised that should the location of the outdoor amenity area with vegetation be expanded or relocated, then any dwelling unit in the general vicinity of such area may also be fitted with bird friendly treated glass having a frittered pattern.

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
First Year Operating Budget
RESIDENTIAL**

REVENUE

Common Element Fees	\$1,893,966	
Bulk Internet	\$125,769	
Guest Suite Revenues	\$2,500	
Party Room Revenues	\$2,500	
TOTAL REVENUE		<u>\$2,024,735</u>

EXPENSES

ADMINISTRATION

Management Fees	\$236,361	
Insurance (Including Appraisal)	\$60,000	
Legal	\$5,000	
Audit (60 day & 1st yr)	\$7,000	
Office Expenses	\$10,000	
Printing and Mailing	\$4,000	
Meeting Expenses	\$4,050	
Telephone and Communications	\$4,884	
Bulk Internet	\$125,769	
Bank Charges	\$900	
Guest Suite Maintenance Costs	\$4,000	
CAO Fees	\$4,452	
Contribution to Shared Facilities	\$282,418	
TOTAL ADMINISTRATIVE EXPENSES		\$748,834

UTILITIES

Hydro (common areas only)	\$227,000	
Gas	\$148,400	
Thermal Recovery	-\$111,300	
Water	\$180,000	
Water Recovery	-\$133,560	
TOTAL UTILITIES		\$310,540

CONSULTING

Consulting Fees - Performance Audit & Reserve Fund Study	\$55,000	
Declarant Subsidy - Performance Audit & Reserve Fund Study	-\$55,000	
TOTAL CONSULTING		\$0

CONTRACTS

Smart Home Automation Agreement	\$50,308	
Contract Cleaning	\$235,000	
Elevator Service	\$32,000	
Insuite HVAC - Fancoil Maint.	\$20,962	
Life Safety & Security System Maintenance	\$3,000	
Odour Control	\$1,200	
Pest Control	\$1,200	
Security/Concierge	\$232,000	
Roof Anchor Inspection	\$1,500	
Window Cleaning	\$15,000	
TOTAL SERVICE CONTRACTS		\$592,169

MAINTENANCE AND REPAIRS

Building Repairs and Maintenance	\$35,000	
Building Supplies	\$15,000	
Heritage House Repairs and Maintenance	\$15,000	
Signs	\$1,000	
Elevator Licence, TSSA & Non-Contract	\$3,000	
Occupational Health & Safety	\$2,000	
Carpet Cleaning & Rental	\$8,000	
TOTAL MAINTENANCE & REPAIRS		\$79,000

TOTAL OPERATING EXPENSES		<u>\$1,730,543</u>
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TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
First Year Operating Budget
RESIDENTIAL

RESERVE FUND

Reserve Fund Provision \$294,192

TOTAL RESERVE FUND **\$294,192**

TOTAL EXPENSES **\$2,024,735**

If the registration of the Declaration and Description occurs after January 1, 2024 then the budget statement shall be read as increased by an inflation rate of 7.0% per annum compounded annually.



TRIBUTE DANFORTH LIMITED
NOTES TO THE 1st YEAR OPERATING BUDGET
Residential Corporation

I. REVENUES

1. INDIVIDUAL UNIT ASSESSMENT:

The monthly common element charge for each unit is determined by dividing: (i) the total bulk internet charges attributed to the residential property (\$125,679) by twelve (12) to determine the monthly assessment for this charge; and (ii) by dividing the total of all other budgeted common element fees (\$1,893,966) attributed to the property by twelve (12) to determine the monthly assessment. These amounts are multiplied by the unit's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges. Both amounts are added together to determine the total monthly individual common element charges.

a. Total Monthly Common Element Assessment:

$$\$1,893,966 \text{ divided by } 12 = \$157,830.52$$

b. Bulk Internet

All Residential units will receive high-speed internet from Rogers Communications as per a 6-year agreement at the rate of \$25/suite per month, plus HST.

c. Monthly Individual Common Element Assessment:

Individual unit monthly common element assessments are determined by multiplying the total monthly common element assessment (\$157,830.52) in subparagraph 1.a. above by the percentage contribution to common expenses of each unit and adding the bulk internet charge for bulk internet service. Please see the Schedule at the back of this Budget Statement for the individual unit' monthly common element assessment.

d. Guest Suite Revenue

It is estimated the guest suite will rent out for \$50/night and be rented 50 nights per annum.

d. Party Room Rental Revenue

It is estimated the party room will rent out for \$100/night and be rented 25 nights per annum.

II. OPERATING EXPENSES

1. ADMINISTRATION \$748,834

a. Management Fees \$236,361

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation as detailed in the property management agreement included in the Disclosure Statement Package. The management company shall supply a full-time, Licenced, Senior Property and a full-time, Licenced, Administrator. The contract for the first year is set at \$17,430.75 per month excluding HST.

b. Insurance \$60,000

This amount covers all insurance costs, including fire (all risk), comprehensive general liability all major equipment and director's and officers' liability coverage, and the first-year insurance appraisal, as applicable. An allocation of 80% has been applied to the Residential Corporation and 20% has been applied to the Shared Facilities Budget.

c. Legal \$ 5,000

Consideration has been made for the appointment of independent legal counsel for the corporation at the discretion of the Board of Directors and to a maximum amount of \$5,000.

d.	Audit	\$ 7,000
	Section 43(7) of the Condominium Act requires an audit be performed for the period sixty (60) days after the turnover over meeting and Section 67 requires an audit for each fiscal year. This provision is the estimated cost.	
e.	Office Expenses	\$ 10,000
	The budgeted amount for this expense item provides for any office expenses directly related to the operation of the corporation, including an interactive website.	
f.	Printing & Mailing	\$ 4,000
	The budgeted amount for this expense item provides for the cost of postage and photocopying to provide communication to the unit owners, contractors and other suppliers.	
g.	Meeting Expenses	\$ 4,050
	The budgeted amount for this expense item provides for the cost of hiring a recording secretary for monthly meetings and the AGM.	
h.	Telephone/Communications	\$ 4,884
	The budgeted amount for this expense item includes the cost of the phone lines for the Enterphone system, security/concierge, property management office, elevators and life safety systems monitoring on the property. A GCA allocation of 73% has been applied.	
i.	Bulk Internet	\$125,769
	All Residential units will receive high-speed internet from Rogers Communications as per a 6-year agreement at the rate of \$25/suite per month. This is a direct charge to each unit and is not charged based on percentage contribution.	
j.	Bank Charges	\$ 900
	The budgeted amount for this item includes normal monthly bank charges on the operating bank account.	
k.	Guest Suite Maintenance Costs	\$ 4,000
	The budgeted amount includes the cost for cleaning the suite and doing laundry after each stay.	
l.	CAO Fees	\$ 4,452
	This fee represents the annual cost imposed by the Condominium Authority of Ontario for registration of the corporation. It is calculated at \$1 per unit per month.	
m.	Contribution to Shared Facilities	\$282,418
	This contribution is based on the established 4-way Shared Facilities Budget and is based on both GCA and shared-party usage of the noted Shared Facilities.	
2.	UTILITIES	\$310,540
a.	Hydro	\$227,000
	The budget is based on comparable property requirements and takes into consideration the current rates escalated by 6% and compounded annually. The budget includes electricity for the common elements only and excludes the electricity usage by individual suites, the commercial floors (units) or the retail area, as they are individually metered, and the unit owners shall be responsible for their own electricity consumption.	
b.	Gas	\$148,400
	The budget is based on comparable property requirements and the current rates which have been escalated by 6% and compounded annually. The budget includes natural gas costs for the non-shared common areas only and suites but there is a recovery from each unit (including HST).	

c.	<p>Thermal Recovery</p> <p>The budget is based on recovering the heating cost from each suite as generated by the in-suite HVAC units. Provident Energy Management will be reading all meters and calculating the recovery based on their systems. Each owner will pay for their insuite heating (including HST).</p>	-\$111,300
d.	<p>Water</p> <p>The budget is based on comparable property requirements and the current rates escalated by 6% and compounded annually. The budget includes water and sewage charges for the common elements and the dwelling units but there is a recovery from each unit.</p>	\$180,000
e.	<p>Water Recovery</p> <p>The budget is based on recovering the cost of water from each unit as they are individually metered. Provident Energy Management will be reading all meters and calculating the recovery based on their systems. Each owner will pay for their water.</p>	-\$133,560
2.	CONSULTING	\$ 0
a.	<p>Performance Audit & Reserve Fund Study</p> <p>The performance audit is an engineering study, which is to be commissioned by the Declarant Board of Directors, to examine the common element areas and is to be filed with the Tarion Warranty Corporation within 1 year of the date of registration of the Corporation. This is a one-time expense.</p> <p>The Declarant shall arrange for an Agreement on behalf of the Corporation with an Independent engineering consultant (firm) to prepare and complete a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first-year expense of the corporation.</p> <p>The Condominium Act of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The initial Reserve Fund Study (Class 1) is required to be completed before the end of the first fiscal year.</p>	\$ 55,000
b.	<p>Less Declarant Subsidy</p> <p>The initial cost of the Performance Audit and the Reserve Fund Study at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount of \$55,000 as stated in the Budget Notes and in the Disclosure Statement upon presentation of a valid invoice approved by the Condominium Corporation.</p>	\$ (55,000)
3.	CONTRACTS	\$ 592,169
a.	<p>Smart Home Automation Agreement</p> <p>The cost to maintain provide every suite with smart home technology has been included based on an agreement signed with City Link. Details about the specifications and inclusions can be found in the Appendix A of the agreement.</p>	\$ 50,308
b.	<p>Contract Cleaning</p> <p>This expense item provides for the cost of hiring a contract cleaning company at \$16 per hour per person assigned to the property. It is expected that there will be four (4) full-time cleaners to maintain the property, however one of the individuals will also be assigned to clean the Shared Facilities for about 80% of their shifts and that individual's contract cost is included in the Shared Facilities Budget . There is also a 10% allowance for statutory holidays plus HST on the overall contract.</p>	\$ 235,000

c.	Elevator Service	\$ 32,000
	The cost of an all-inclusive contract to maintain the four (4) passenger elevators. This cost does not include TSSA inspections or licenses.	
d.	Insuite HVAC - Fan-Coil Maintenance.	\$ 20,962
	The cost of a contract to clean the fan-coil units in each suite (including filter changes) once per year is included in this expense category.	
e.	Life Safety / Security System Maintenance	\$ 3,000
	This expense item represents the cost to inspect and maintain the life safety and security systems during the year as required by law and/or as may be required.	
f.	Odour Control	\$ 1,200
	This expense item represents the cost of providing and servicing odour control systems for each garbage room is included in the budget.	
g.	Pest Control	\$ 1,200
	This expense item represents the cost to spray the common area garbage and compactor rooms once per month and treat common areas as required.	
h.	Security/Concierge	\$ 232,000
	This expense item represents the negotiated cost to provide security/concierge service, 24 hours per day, 365 days per year for one guard per shift to man the security station in the lobby. The rate has been set at \$25.90 billing rate per hour including statutory holidays and administration and overhead plus HST.	
i.	Roof Anchor Inspection	\$ 1,500
	This expense item represents the cost to inspect and certify the roof anchors/or davit arms annually. As these devices service both the commercial and residential corporations the cost is not included in either individual budget.	
j.	Window Cleaning	\$ 15,000
	This expense item represents the cost to clean all exterior inaccessible windows twice per annum.	
4.	REPAIRS & MAINTENANCE	\$ 79,000
a.	Building Repairs & Maintenance	\$ 35,000
	This expense item represents the cost for minor day-to-day repairs and maintenance to the common elements.	
b.	Building Supplies	\$ 15,000
	This expense item represents the cost for tools, light bulbs, small equipment, etc.	
c.	Heritage House Repairs and Maintenance	\$ 15,000
	This expense item represents the cost to maintain the historical physical assets associated with the heritage building. Such items include the windows, brick, caulking, decorative moldings and the roof. This is a maintenance account and not dedicated to major repairs or replacement, which would be charged to the Reserve Fund.	
d.	Signs	\$ 1,000
	This is the estimated cost for the supply of additional signage not supplied by the Declarant.	
e.	Elevator Licence, TSSA & Non-Contract	\$ 3,000
	This expense item represents the cost for the annual elevator licenses, TSSA inspections and misc. non-contractual elevator repairs.	

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|----|---|----------|
| f. | Occupational Health & Safety | \$ 2,000 |
| | This expense item represents the cost for the development of a condominium program to fulfil the legal obligation and all required training. | |
| g. | Carpet Cleaning & Rental | \$ 8,000 |
| | This expense item represents the cost for the cleaning the corridor carpets twice per annum and for the rental of matting for the main lobby and elevator lobby parking levels. | |

III CONTRIBUTION TO THE RESERVE FUND \$ 294,192

- | | | |
|----|---|------------|
| a. | Reserve Fund Provision | \$ 294,192 |
| | The Condominium Act of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 17%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration. | |

IV. GENERAL NOTES TO THE BUDGET

1. The total common expenses of this proposed Condominium Corporation including the provision to the reserve fund is \$1,893,966 as shown on the Budget Statement.
2. The cost of each expense item is shown on the Budget Statement. The cost of the Corporation's percentage costs of Reserve Fund Study and the Performance Audit is \$55,000 including HST; the cost of both the turn over and year-end financial audits is \$7,000 including HST.
3. The cost, type, level and frequency of services are detailed in the notes.
4. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
5. As stated in the notes above, 17% of the operating expenses will be paid into the reserve fund account. The provision is \$294,192.
6. At the time of preparation of the Amended Budget Statement, Sept 2019, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
7. There are no services not included in the foregoing Budget that the Declarant provides or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting, except for the mortgage on the guest suite as specified above and in the Disclosure Statement.
8. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$294,192 in the reserve fund account. As at the date of the foregoing Budget, Sept 2019, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
9. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the Common elements or other facilities related to the property, except for the use of the guest suite at rates to be established by the Board of Directors, from time to time.

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
First Year Operating Budget
Shared Facility**

			Commercial Parking		Retail		Office		Residential		Method of Computation
			\$	%	\$	%	\$	%	\$	%	
REVENUE											
Common Element Fees	\$324,205										
TOTAL REVENUE	\$324,205										
ADMINISTRATION											
Management Fees	\$12,000	100%	\$168	1.40%	\$24	0.20%	\$504	4.20%	\$11,304	94.20%	GCA
Insurance (Including Appraisal)	\$15,000	100%	\$1,500	10.00%	\$30	0.20%	\$1,500	10.00%	\$11,970	79.80%	UTILIZATION PERCENTAGE
Audit (60 day & 1st yr)	\$5,000	100%	\$70	1.40%	\$10	0.20%	\$210	4.20%	\$4,710	94.20%	GCA
Office Expenses	\$500	100%	\$7	1.40%	\$0	0.00%	\$21	4.20%	\$472	94.40%	GCA
Printing and Mailing	\$500	100%	\$7	1.40%	\$0	0.00%	\$21	4.20%	\$472	94.40%	GCA
Meeting Expenses	\$1,000	100%	\$14	1.40%	\$0	0.00%	\$42	4.20%	\$944	94.40%	GCA
Telephone and Communications	\$1,800	100%	\$25	1.40%	\$0	0.00%	\$76	4.20%	\$1,699	94.40%	GCA
Bank Charges	\$850	100%	\$12	1.40%	\$0	0.00%	\$36	4.20%	\$802	94.40%	GCA
TOTAL ADMINISTRATIVE EXPENSES	\$36,650		\$1,803		\$64		\$2,409		\$32,374		
UTILITIES											
Hydro	\$34,000	100%	\$3,400	10.00%	\$68	0.20%	\$1,428	4.20%	\$29,104	85.60%	UTILIZATION PERCENTAGE
Gas	\$25,000	100%	\$250	1.00%	\$50	0.20%	\$2,500	10.00%	\$22,200	88.80%	UTILIZATION PERCENTAGE
Water	\$15,000	100%	\$210	1.40%	\$30	0.20%	\$1,500	10.00%	\$13,260	88.40%	UTILIZATION PERCENTAGE
Water Discharge Levy	\$30,000	100%	\$420	1.40%	\$60	0.20%	\$1,260	4.20%	\$28,260	94.20%	GCA
TOTAL UTILITIES	\$104,000		\$4,280		\$208		\$6,688		\$92,824		
CONSULTING											
Consulting Fees - Performance Audit & Reserve Fund Study	\$15,000	100%	\$210	1.40%	\$30	0.20%	\$630	4.20%	\$14,130	94.20%	GCA
Declarant Subsidy - Performance Audit & Reserve Fund Study	-\$15,000	100%	-\$210	1.40%	-\$30	0.20%	-\$630	4.20%	-\$14,130	94.20%	GCA
CONTRACTS											
Building Equipment Maintenance (HVAC)	\$40,000	100%	\$4,000	10.00%	\$80	0.20%	\$4,000	10.00%	\$31,920	79.80%	UTILIZATION PERCENTAGE
Contract Cleaning - Shared Areas	\$41,367	100%	\$4,137	10.00%	\$0	0.00%	\$4,137	10.00%	\$33,094	80.00%	UTILIZATION PERCENTAGE
Garage Cleaning	\$4,500	100%	\$675	15.00%	\$9	0.20%	\$189	4.20%	\$3,627	80.60%	UTILIZATION PERCENTAGE
Generator Maintenance	\$4,200	100%	\$59	1.40%	\$0	0.00%	\$176	4.20%	\$3,965	94.40%	GCA
Landscaping and Snow Removal	\$30,000	100%	\$420	1.40%	\$60	0.20%	\$1,260	4.20%	\$28,260	94.20%	GCA
Odor Control - Waste Staging area	\$1,200	100%	\$0	0.00%	\$0	0.00%	\$180	15.00%	\$1,020	85.00%	UTILIZATION PERCENTAGE
Life Safety & Security System Maintenance	\$4,000	100%	\$400	10.00%	\$0	0.00%	\$400	10.00%	\$3,200	80.00%	UTILIZATION PERCENTAGE
TOTAL SERVICE CONTRACTS	\$125,267		\$9,691		\$149		\$10,342		\$105,085		



TRIBUTE DANFORTH LIMITED
NOTES TO THE 1st YEAR OPERATING BUDGET
Shared Facilities

I. REVENUES

1. INDIVIDUAL CORPORATION ASSESSMENT:

The monthly contribution charge for each corporation is determined by dividing the total budgeted contributions attributed to the shared amenities and common elements within the property by twelve (12) to determine the monthly contribution. The actual contribution by each of the four entities included in the Shared Facilities Agreement is based on both the GCA and where the GCA would not represent a fair method for the cost distribution, a percentage has been established based on the usage of the shared area by the entity. This amount of each shared expense is multiplied by the entities' shared percentage contribution to common expenses as calculated by using the Gross Construction Area (GCA) or by using the established percentage as shown in the chart. The base GCA is as follows:

Residential Corporation: 94.2%
 Office Entity: 4.20%
 Commercial Parking: 1.40%
 Retail: 0.2%

a. Total Monthly Contribution :

Residential Corporation: \$282,418 divided by 12 = \$23,534.83
 Office Entity: \$ 23,415 divided by 12 = \$1,951.29
 Commercial Parking: \$ 17,866 divided by 12 = \$1,488.80
 Retail: \$ 506 divided by 12 = \$42.13
 Total: \$324,205 divided by 12 = \$27,017.08 Monthly

II. OPERATING EXPENSES

1.	ADMINISTRATION	\$ 36,650
	a. Management Fees	\$ 12,000
	This covers the cost of the services of a property management company to administer the affairs of the condominium corporation as detailed in the property management agreement included in the Disclosure Statement Package. The contract for the first year is set at \$12,000 per annum excluding HST.	
	b. Insurance	\$ 15,000
	This amount covers all insurance costs, including fire (all risk), comprehensive general liability all major equipment and director's and officers' liability coverage, and the first-year insurance appraisal, as applicable. A GCA of 20.00% has been applied to the estimated total building premium.	
	c. Audit	\$ 5,000
	Section 43(7) of the Condominium Act requires an audit be performed for the period sixty (60) days after the turnover over meeting and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits after both corporations are registered and turned over and after the first fiscal year.	
	d. Office Expenses	\$ 500
	The budgeted amount for this expense item provides for any office expenses directly related to the operation of the shared facilities.	
	e. Printing & Mailing	\$ 500
	The budgeted amount for this expense item provides for the cost of postage and photocopying as related to boards, contractors and suppliers.	

f.	Meeting Expenses	\$ 1,000
	The budgeted amount for this expense item provides for the cost of hiring a recording secretary for any Shared Facility meetings.	
g.	Telephone/Communications	\$ 1,800
	The budgeted amount for this expense item includes the cost of the phone lines for the office, alarm monitoring and other life safety systems on the property. A GCA percentage of 27% has been applied to the category.	
h.	Bank Charges	\$ 850
	The budgeted amount for this item includes normal monthly bank charges on the operating bank account.	
2.	UTILITIES	\$ 81,428
a.	Hydro	\$ 34,000
	The budget is based on comparable property requirements and takes into consideration the current rates escalated by 6% and compounded annually. The budget includes electricity for the shared common elements only, including the shared mechanical equipment on the roof which provides service to the entire building.	
b.	Gas	\$ 25,000
	The budget is based on comparable property requirements and the current rates which have been escalated by 6% and compounded annually. The budget includes natural gas costs for the shared common areas only.	
c.	Water	\$ 15,000
	The budget is based on comparable property requirements and the current rates escalated by 6% and compounded annually. The budget includes water and sewage charges for the shared common areas only.	
d.	Water Discharge Levy	\$ 30,000
	This levy is charged by the City of Toronto and is to be used to create a dedicated fund for the maintenance and expansion of the city's storm water infrastructure. The City bills this through the monthly water bill and is roughly based on the size of the roof area and terrace areas of the building.	
3.	CONSULTING	\$ 0
a.	Performance Audit & Reserve Fund Study	\$ 15,000
	The performance audit is an engineering study, which is to be commissioned by the Board of Directors, to examine the common element areas deficiencies. This is a one-time expense.	
	The Board of Directors shall arrange for an Agreement with an Independent engineering consultant (firm) to prepare and complete a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first-year expense of the corporation.	
	The Condominium Act of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The initial Reserve Fund Study (Class 1) is required to be completed before the end of the first fiscal year. All Shared Facilities must collect and segregate these funds for major repair and replacement of shared physical assets.	
b.	Less Declarant Subsidy	\$ (15,000)
	The initial cost of the Performance Audit and the Reserve Fund Study at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount of \$15,000 as stated in the Budget Notes and in the Disclosure Statement upon presentation of a valid invoice approved by the Condominium Corporation.	

4.	CONTRACTS	\$ 88,054
	a. Building Equipment Maintenance (HVAC)	\$ 40,000
	The cost to maintain the common area building equipment (HVAC) according to manufacturers' specifications. This includes HST.	
	b. Contract Cleaning	\$ 41,367
	This expense item provides for the cost of hiring a contract cleaning company at \$16 per hour per person assigned to the property. It is expected that 80% of one of the full-time contracted staff will be assigned to maintain the shared facilities. There is a 10% allowance for statutory holidays.	
	c. Garage Cleaning	\$ 4,500
	The cost of to clean the underground garage once per annum is included in this budget. It does not include the cost of finding alternate parking for residents or commercial/retail occupants during the garage clean.	
	d. Generator Maintenance	\$ 4,200
	There is one generator (on the roof) for the entire property. This budget includes general maintenance of the generator and two inspections per annum.	
	e. Landscaping and Snow Removal	\$ 30,000
	This expense item accounts for the annual cost to clear snow from the common area sidewalks around the building, the moving area and waste management staging areas, applying ice-melter and the cost to maintain exterior planter beds as required.	
	f. Odour Control – Waste Staging Area	\$ 1,200
	This expense item accounts for the cost to maintain the odour control system to be installed in the waste staging area serving the residential and office entities.	
	g. Life Safety / Security System Maintenance	\$ 4,000
	This expense item represents the cost to inspect and maintain the life safety and security systems associated with the shared common areas only, including any miscellaneous service calls or repairs.	
5.	REPAIRS & MAINTENANCE	\$ 16,000
	a. Building Repairs & Maintenance	\$ 10,000
	This expense item represents the cost for minor day-to-day repairs and maintenance to the shared common elements.	
	b. Cleaning Supplies – Waste Staging Area	\$ 3,000
	This expense item represents the cost for tools, light bulbs, small equipment, etc. required to service the waste staging area.	
	c. Occupational Health & Safety	\$ 1,000
	This expense item represents the cost for the development of a condominium program to fulfil the legal obligation and all required training as it relates to those shared areas.	
	e. Carpet Rental	\$ 2,000
	This expense item represents the cost for the rental of matting for the shared corridor areas, as required.	
III	CONTRIBUTION TO THE RESERVE FUND	\$ 42,288
	Reserve Fund Provision	\$ 42,288
	The Condominium Act of Ontario defines the reserve fund as a fund set up by the corporations in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 15%, including the cost of the reserve	

fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration. This budget relates only to the Reserve Fund for those shared assets.

IV. GENERAL NOTES TO THE BUDGET

1. The total contribution to common expenses of the proposed Shared Facilities Commercial including the provision to the reserve fund is \$324,205, as shown on the Budget Statement.
2. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study and the Performance Audit is \$15,000; the cost of both the turnover and year-end financial audits is \$5,000.
3. The cost, type, level and frequency of services are detailed in the notes.
4. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
5. As stated in the notes above, 15% of the operating expenses will be paid into the reserve fund account. The provision is \$42,268 for the first year.
6. At the time of preparation of the Amended Budget Statement, Sept. 2019, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
7. There are no services not included in the foregoing Budget that the Declarant provides or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
8. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$42,288 in the reserve fund account. As at the date of the foregoing Budget, Sept. 2019, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
9. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the Common elements or other facilities related to the property, except for the use of the guest suite at rates to be established by the Board of Directors, from time to time.

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE OF COMMON EXPENSES**

Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
Transformer	A	1	0.000000	\$0.00		
Sub Electrical Room	A	2	0.000000	\$0.00		
Gas Meter Station	A	3	0.000000	\$0.00		
Fresh Air Room	A	4	0.000000	\$0.00		
Mechanical Room	A	5	0.000000	\$0.00		
Communication Room	A	6	0.000000	\$0.00		
Storm Water Retention Tank	A	7	0.000000	\$0.00		
Parking	A	1	0.031673	\$49.99		
Parking	A	2	0.031673	\$49.99		
Parking	A	3	0.031673	\$49.99		
Parking	A	4	0.031673	\$49.99		
Parking	A	5	0.031673	\$49.99		
Parking	A	6	0.031673	\$49.99		
Parking	A	7	0.031673	\$49.99		
Parking	A	8	0.031673	\$49.99		
Parking	A	9	0.031673	\$49.99		
Parking	A	10	0.031673	\$49.99		
Parking	A	11	0.031673	\$49.99		
Parking	A	12	0.031673	\$49.99		
Parking	A	13	0.031673	\$49.99		
Parking	A	14	0.031673	\$49.99		
Parking	A	15	0.031673	\$49.99		
Parking	A	16	0.031673	\$49.99		
Parking	A	17	0.031673	\$49.99		
Parking	A	18	0.031673	\$49.99		
Parking	A	19	0.031673	\$49.99		
Parking	A	20	0.031673	\$49.99		
Parking	A	21	0.031673	\$49.99		
Parking	A	22	0.031673	\$49.99		
Parking	A	23	0.031673	\$49.99		
Parking	A	24	0.031673	\$49.99		
Parking	A	25	0.031673	\$49.99		
Parking	A	26	0.031673	\$49.99		
Parking	A	27	0.031673	\$49.99		
Parking	A	28	0.031673	\$49.99		
Parking	A	29	0.031673	\$49.99		
Parking	A	30	0.031673	\$49.99		
Parking	A	31	0.031673	\$49.99		
Parking	A	32	0.031673	\$49.99		
Parking	A	33	0.031673	\$49.99		
Parking	A	34	0.031673	\$49.99		
Parking	A	35	0.031673	\$49.99		
Parking	A	36	0.031673	\$49.99		
Parking	A	37	0.031673	\$49.99		
Parking	A	38	0.031673	\$49.99		
Parking	A	39	0.031673	\$49.99		
Parking	A	40	0.031673	\$49.99		
Parking	A	41	0.031673	\$49.99		
Parking	B	1	0.031673	\$49.99		
Parking	B	2	0.031673	\$49.99		
Parking	B	3	0.031673	\$49.99		
Parking	B	4	0.031673	\$49.99		
Parking	B	5	0.031673	\$49.99		
Parking	B	6	0.031673	\$49.99		
Parking	B	7	0.031673	\$49.99		
Parking	B	8	0.031673	\$49.99		
Parking	B	9	0.031673	\$49.99		
Parking	B	10	0.031673	\$49.99		
Parking	B	11	0.031673	\$49.99		
Parking	B	12	0.031673	\$49.99		
Parking	B	13	0.031673	\$49.99		
Parking	B	14	0.031673	\$49.99		
Parking	B	15	0.031673	\$49.99		
Parking	B	16	0.031673	\$49.99		
Parking	B	17	0.031673	\$49.99		
Parking	B	18	0.031673	\$49.99		
Parking	B	19	0.031673	\$49.99		
Parking	B	20	0.031673	\$49.99		
Parking	B	21	0.031673	\$49.99		
Parking	B	22	0.031673	\$49.99		
Parking	B	23	0.031673	\$49.99		
Parking	B	24	0.031673	\$49.99		
Parking	B	25	0.031673	\$49.99		
Parking	B	26	0.031673	\$49.99		
Parking	B	27	0.031673	\$49.99		
Parking	B	28	0.031673	\$49.99		
Parking	B	29	0.031673	\$49.99		
Parking	B	30	0.031673	\$49.99		
Parking	B	31	0.031673	\$49.99		
Parking	B	32	0.031673	\$49.99		
Parking	B	33	0.031673	\$49.99		
Parking	B	34	0.031673	\$49.99		
Parking	B	35	0.031673	\$49.99		
Parking	B	36	0.031673	\$49.99		
Parking	B	37	0.031673	\$49.99		
Parking	B	38	0.031673	\$49.99		
Parking	B	39	0.031673	\$49.99		
Parking	B	40	0.031673	\$49.99		
Parking	B	41	0.031673	\$49.99		
Parking	B	42	0.031673	\$49.99		
Parking	B	43	0.031673	\$49.99		
Parking	B	44	0.031673	\$49.99		
Parking	B	45	0.031673	\$49.99		
Parking	B	46	0.031673	\$49.99		
Parking	B	47	0.031673	\$49.99		
Parking	B	48	0.031673	\$49.99		
Parking	B	49	0.031673	\$49.99		
Parking	B	50	0.031673	\$49.99		
Parking	B	51	0.031673	\$49.99		

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
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Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
Parking	B	52	0.031673	\$49.99		
Parking	B	53	0.031673	\$49.99		
Parking	B	54	0.031673	\$49.99		
Parking	B	55	0.031673	\$49.99		
Parking	B	56	0.031673	\$49.99		
Parking	B	57	0.031673	\$49.99		
Parking	B	58	0.031673	\$49.99		
Parking	B	59	0.031673	\$49.99		
Parking	B	60	0.031673	\$49.99		
Parking	B	61	0.031673	\$49.99		
Parking	B	62	0.031673	\$49.99		
Parking	B	63	0.031673	\$49.99		
Parking	B	64	0.031673	\$49.99		
Parking	B	65	0.031673	\$49.99		
Parking	B	66	0.031673	\$49.99		
Parking	B	67	0.031673	\$49.99		
Parking	B	68	0.031673	\$49.99		
Parking	B	69	0.031673	\$49.99		
Parking	B	70	0.031673	\$49.99		
Parking	B	71	0.031673	\$49.99		
Parking	B	72	0.031673	\$49.99		
Parking	B	73	0.031673	\$49.99		
Locker	B	74	0.012665	\$19.99		
Locker	B	75	0.012665	\$19.99		
Locker	B	76	0.012665	\$19.99		
Locker	B	77	0.012665	\$19.99		
Locker	B	78	0.012665	\$19.99		
Locker	B	79	0.012665	\$19.99		
Locker	B	80	0.012665	\$19.99		
Locker	B	81	0.012665	\$19.99		
Locker	B	82	0.012665	\$19.99		
Locker	B	83	0.012665	\$19.99		
Locker	B	84	0.012665	\$19.99		
Locker	B	85	0.012665	\$19.99		
Locker	B	86	0.012665	\$19.99		
Locker	B	87	0.012665	\$19.99		
Locker	B	88	0.012665	\$19.99		
Locker	B	89	0.012665	\$19.99		
Locker	B	90	0.012665	\$19.99		
Locker	B	91	0.012665	\$19.99		
Locker	B	92	0.012665	\$19.99		
Locker	B	93	0.012665	\$19.99		
Locker	B	94	0.012665	\$19.99		
Locker	B	95	0.012665	\$19.99		
Locker	B	96	0.012665	\$19.99		
Locker	B	97	0.012665	\$19.99		
Locker	B	98	0.012665	\$19.99		
Locker	B	99	0.012665	\$19.99		
Locker	B	100	0.012665	\$19.99		
Locker	B	101	0.012665	\$19.99		
Locker	B	102	0.012665	\$19.99		
Locker	B	103	0.012665	\$19.99		
Locker	B	104	0.012665	\$19.99		
Locker	B	105	0.012665	\$19.99		
C.A.C.F.	1	1	0.000000	\$0.00		
201	2	1	0.455730	\$719.28	0.269542	28.25
202	2	3	0.254894	\$402.30	0.269542	28.25
203	2	4	0.245133	\$386.90	0.269542	28.25
204	2	5	0.283424	\$447.33	0.269542	28.25
205	2	6	0.255644	\$403.49	0.269542	28.25
206	2	7	0.297689	\$469.84	0.269542	28.25
207	2	8	0.249638	\$394.01	0.269542	28.25
208	2	9	0.287178	\$453.25	0.269542	28.25
209	2	10	0.432080	\$681.95	0.269542	28.25
210	2	11	0.298815	\$471.62	0.269542	28.25
211	2	12	0.282673	\$446.14	0.269542	28.25
212	2	13	0.266906	\$421.26	0.269542	28.25
213	2	14	0.412935	\$651.74	0.269542	28.25
214	2	15	0.255269	\$402.89	0.269542	28.25
215	2	16	0.266531	\$420.67	0.269542	28.25
216	2	17	0.238752	\$376.82	0.269542	28.25
217	2	18	0.301818	\$476.36	0.269542	28.25
301	3	1	0.238376	\$376.23	0.269542	28.25
302	3	2	0.255644	\$403.49	0.269542	28.25
303	3	3	0.427200	\$674.25	0.269542	28.25
304	3	4	0.343112	\$541.53	0.269542	28.25
305	3	5	0.241379	\$380.97	0.269542	28.25
306	3	6	0.283424	\$447.33	0.269542	28.25
307	3	7	0.255644	\$403.49	0.269542	28.25
308	3	8	0.296938	\$468.66	0.269542	28.25
309	3	9	0.329973	\$520.80	0.269542	28.25
310	3	10	0.438462	\$692.03	0.269542	28.25
311	3	11	0.421194	\$664.77	0.269542	28.25
312	3	12	0.296938	\$468.66	0.269542	28.25
313	3	13	0.279670	\$441.40	0.269542	28.25
314	3	14	0.305197	\$481.69	0.269542	28.25
315	3	15	0.410683	\$648.18	0.269542	28.25
316	3	16	0.302194	\$476.95	0.269542	28.25
317	3	17	0.343112	\$541.53	0.269542	28.25
318	3	18	0.331850	\$523.76	0.269542	28.25
319	3	19	0.273288	\$431.33	0.269542	28.25
320	3	20	0.239127	\$377.42	0.269542	28.25
321	3	21	0.246260	\$388.67	0.269542	28.25
322	3	22	0.235373	\$371.49	0.269542	28.25
Locker	3	23	0.012665	\$19.99		
Locker	3	24	0.012665	\$19.99		
Locker	3	25	0.012665	\$19.99		
Locker	3	26	0.012665	\$19.99		
Locker	3	27	0.012665	\$19.99		

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE OF COMMON EXPENSES**

Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
Locker	3	28	0.012665	\$19.99		
Locker	3	29	0.012665	\$19.99		
401	4	1	0.238376	\$376.23	0.269542	28.25
402	4	2	0.255644	\$403.49	0.269542	28.25
403	4	3	0.427200	\$674.25	0.269542	28.25
404	4	4	0.343112	\$541.53	0.269542	28.25
405	4	5	0.241379	\$380.97	0.269542	28.25
406	4	6	0.283424	\$447.33	0.269542	28.25
407	4	7	0.255644	\$403.49	0.269542	28.25
408	4	8	0.296938	\$468.66	0.269542	28.25
409	4	9	0.329973	\$520.80	0.269542	28.25
410	4	10	0.438462	\$692.03	0.269542	28.25
411	4	11	0.421194	\$664.77	0.269542	28.25
412	4	12	0.296938	\$468.66	0.269542	28.25
413	4	13	0.279670	\$441.40	0.269542	28.25
414	4	14	0.302194	\$476.95	0.269542	28.25
415	4	15	0.449724	\$709.80	0.269542	28.25
416	4	16	0.278168	\$439.03	0.269542	28.25
417	4	17	0.399796	\$631.00	0.269542	28.25
418	4	18	0.273288	\$431.33	0.269542	28.25
419	4	19	0.239127	\$377.42	0.269542	28.25
420	4	20	0.246260	\$388.67	0.269542	28.25
421	4	21	0.235373	\$371.49	0.269542	28.25
Locker	4	22	0.012665	\$19.99		
Locker	4	23	0.012665	\$19.99		
Locker	4	24	0.012665	\$19.99		
Locker	4	25	0.012665	\$19.99		
Locker	4	26	0.012665	\$19.99		
Locker	4	27	0.012665	\$19.99		
Locker	4	28	0.012665	\$19.99		
Locker	4	29	0.012665	\$19.99		
Locker	4	30	0.012665	\$19.99		
Locker	4	31	0.012665	\$19.99		
Locker	4	32	0.012665	\$19.99		
501	5	1	0.238376	\$376.23	0.269542	28.25
502	5	2	0.198209	\$312.83	0.269542	28.25
503	5	3	0.286052	\$451.48	0.269542	28.25
504	5	4	0.165174	\$260.70	0.269542	28.25
505	5	5	0.198584	\$313.43	0.269542	28.25
506	5	6	0.186947	\$295.06	0.269542	28.25
507	5	7	0.222610	\$351.35	0.269542	28.25
508	5	8	0.207969	\$328.24	0.269542	28.25
509	5	9	0.242881	\$383.34	0.269542	28.25
510	5	10	0.270660	\$427.18	0.269542	28.25
511	5	11	0.233121	\$367.94	0.269542	28.25
512	5	12	0.287553	\$453.85	0.269542	28.25
513	5	13	0.202714	\$319.94	0.269542	28.25
514	5	14	0.223736	\$353.12	0.269542	28.25
515	5	15	0.241379	\$380.97	0.269542	28.25
516	5	16	0.409181	\$645.81	0.269542	28.25
517	5	17	0.416689	\$657.66	0.269542	28.25
518	5	18	0.273288	\$431.33	0.269542	28.25
519	5	19	0.239127	\$377.42	0.269542	28.25
520	5	20	0.246260	\$388.67	0.269542	28.25
521	5	21	0.235373	\$371.49	0.269542	28.25
Locker	5	22	0.012666	\$19.99		
Locker	5	23	0.012666	\$19.99		
Locker	5	24	0.012666	\$19.99		
Locker	5	25	0.012666	\$19.99		
Locker	5	26	0.012666	\$19.99		
Locker	5	27	0.012666	\$19.99		
Locker	5	28	0.012666	\$19.99		
Locker	5	29	0.012666	\$19.99		
601	6	1	0.238376	\$376.23	0.269542	28.25
602	6	2	0.198209	\$312.83	0.269542	28.25
603	6	3	0.286427	\$452.07	0.269542	28.25
604	6	4	0.165174	\$260.70	0.269542	28.25
605	6	5	0.198584	\$313.43	0.269542	28.25
606	6	6	0.186947	\$295.06	0.269542	28.25
607	6	7	0.222610	\$351.35	0.269542	28.25
608	6	8	0.207969	\$328.24	0.269542	28.25
609	6	9	0.242881	\$383.34	0.269542	28.25
610	6	10	0.270660	\$427.18	0.269542	28.25
611	6	11	0.233121	\$367.94	0.269542	28.25
612	6	12	0.287553	\$453.85	0.269542	28.25
613	6	13	0.202714	\$319.94	0.269542	28.25
614	6	14	0.223736	\$353.12	0.269542	28.25
615	6	15	0.362632	\$572.34	0.269542	28.25
616	6	16	0.385531	\$608.49	0.269542	28.25
617	6	17	0.296187	\$467.47	0.269542	28.25
618	6	18	0.251515	\$396.97	0.269542	28.25
619	6	19	0.246260	\$388.67	0.269542	28.25
620	6	20	0.235373	\$371.49	0.269542	28.25
Locker	6	21	0.012665	\$19.99		
Locker	6	22	0.012665	\$19.99		
Locker	6	23	0.012665	\$19.99		
Locker	6	24	0.012665	\$19.99		
Locker	6	25	0.012665	\$19.99		
Locker	6	26	0.012665	\$19.99		
Locker	6	27	0.012665	\$19.99		
701	7	1	0.238376	\$376.23	0.269542	28.25
702	7	2	0.198209	\$312.83	0.269542	28.25
703	7	3	0.286427	\$452.07	0.269542	28.25
704	7	4	0.165174	\$260.70	0.269542	28.25
705	7	5	0.198584	\$313.43	0.269542	28.25
706	7	6	0.186947	\$295.06	0.269542	28.25
707	7	7	0.222610	\$351.35	0.269542	28.25
708	7	8	0.207969	\$328.24	0.269542	28.25

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE OF COMMON EXPENSES**

Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
709	7	9	0.242881	\$383.34	0.269542	28.25
710	7	10	0.270660	\$427.18	0.269542	28.25
711	7	11	0.233121	\$367.94	0.269542	28.25
712	7	12	0.287553	\$453.85	0.269542	28.25
713	7	13	0.202714	\$319.94	0.269542	28.25
714	7	14	0.223736	\$353.12	0.269542	28.25
715	7	15	0.358503	\$565.83	0.269542	28.25
716	7	16	0.290932	\$459.18	0.269542	28.25
717	7	17	0.293559	\$463.33	0.269542	28.25
718	7	18	0.251515	\$396.97	0.269542	28.25
719	7	19	0.246260	\$388.67	0.269542	28.25
720	7	20	0.235373	\$371.49	0.269542	28.25
801	8	1	0.238376	\$376.23	0.269542	28.25
802	8	2	0.198209	\$312.83	0.269542	28.25
803	8	3	0.286427	\$452.07	0.269542	28.25
804	8	4	0.165174	\$260.70	0.269542	28.25
805	8	5	0.198584	\$313.43	0.269542	28.25
806	8	6	0.186947	\$295.06	0.269542	28.25
807	8	7	0.222610	\$351.35	0.269542	28.25
808	8	8	0.207969	\$328.24	0.269542	28.25
809	8	9	0.242881	\$383.34	0.269542	28.25
810	8	10	0.270660	\$427.18	0.269542	28.25
811	8	11	0.233121	\$367.94	0.269542	28.25
812	8	12	0.287553	\$453.85	0.269542	28.25
813	8	13	0.202714	\$319.94	0.269542	28.25
814	8	14	0.224111	\$353.72	0.269542	28.25
815	8	15	0.421569	\$665.37	0.269542	28.25
816	8	16	0.332225	\$524.35	0.269542	28.25
817	8	17	0.251515	\$396.97	0.269542	28.25
818	8	18	0.246260	\$388.67	0.269542	28.25
819	8	19	0.235373	\$371.49	0.269542	28.25
901	9	1	0.238376	\$376.23	0.269542	28.25
902	9	2	0.198209	\$312.83	0.269542	28.25
903	9	3	0.286427	\$452.07	0.269542	28.25
904	9	4	0.165174	\$260.70	0.269542	28.25
905	9	5	0.198584	\$313.43	0.269542	28.25
906	9	6	0.186947	\$295.06	0.269542	28.25
907	9	7	0.222610	\$351.35	0.269542	28.25
908	9	8	0.207969	\$328.24	0.269542	28.25
909	9	9	0.242881	\$383.34	0.269542	28.25
910	9	10	0.270660	\$427.18	0.269542	28.25
911	9	11	0.233121	\$367.94	0.269542	28.25
912	9	12	0.287553	\$453.85	0.269542	28.25
913	9	13	0.202714	\$319.94	0.269542	28.25
914	9	14	0.289805	\$457.40	0.269542	28.25
915	9	15	0.206092	\$325.28	0.269542	28.25
916	9	16	0.337856	\$533.24	0.269542	28.25
917	9	17	0.251515	\$396.97	0.269542	28.25
918	9	18	0.246260	\$388.67	0.269542	28.25
919	9	19	0.235373	\$371.49	0.269542	28.25
1001	10	1	0.238376	\$376.23	0.269542	28.25
1002	10	2	0.198209	\$312.83	0.269542	28.25
1003	10	3	0.286427	\$452.07	0.269542	28.25
1004	10	4	0.165174	\$260.70	0.269542	28.25
1005	10	5	0.198584	\$313.43	0.269542	28.25
1006	10	6	0.186947	\$295.06	0.269542	28.25
1007	10	7	0.222610	\$351.35	0.269542	28.25
1008	10	8	0.207969	\$328.24	0.269542	28.25
1009	10	9	0.242881	\$383.34	0.269542	28.25
1010	10	10	0.270660	\$427.18	0.269542	28.25
1011	10	11	0.233121	\$367.94	0.269542	28.25
1012	10	12	0.287553	\$453.85	0.269542	28.25
1013	10	13	0.202714	\$319.94	0.269542	28.25
1014	10	14	0.353247	\$557.53	0.269542	28.25
1015	10	15	0.304071	\$479.92	0.269542	28.25
1016	10	16	0.251515	\$396.97	0.269542	28.25
1017	10	17	0.246260	\$388.67	0.269542	28.25
1018	10	18	0.235373	\$371.49	0.269542	28.25
1101	11	1	0.238376	\$376.23	0.269542	28.25
1102	11	2	0.198209	\$312.83	0.269542	28.25
1103	11	3	0.286427	\$452.07	0.269542	28.25
1104	11	4	0.165174	\$260.70	0.269542	28.25
1105	11	5	0.198584	\$313.43	0.269542	28.25
1106	11	6	0.186947	\$295.06	0.269542	28.25
1107	11	7	0.222610	\$351.35	0.269542	28.25
1108	11	8	0.207969	\$328.24	0.269542	28.25
1109	11	9	0.242881	\$383.34	0.269542	28.25
1110	11	10	0.270660	\$427.18	0.269542	28.25
1111	11	11	0.233121	\$367.94	0.269542	28.25
1112	11	12	0.287553	\$453.85	0.269542	28.25
1113	11	13	0.202714	\$319.94	0.269542	28.25
1114	11	14	0.254894	\$402.30	0.269542	28.25
1115	11	15	0.338232	\$533.83	0.269542	28.25
1116	11	16	0.190326	\$300.39	0.269542	28.25
1117	11	17	0.246260	\$388.67	0.269542	28.25
1118	11	18	0.235373	\$371.49	0.269542	28.25
1201	12	1	0.339358	\$535.61	0.269542	28.25
1202	12	2	0.194080	\$306.32	0.269542	28.25
1203	12	3	0.261651	\$412.96	0.269542	28.25
1204	12	4	0.222610	\$351.35	0.269542	28.25
1205	12	5	0.207969	\$328.24	0.269542	28.25
1206	12	6	0.241004	\$380.38	0.269542	28.25
1207	12	7	0.301443	\$475.77	0.269542	28.25
1208	12	8	0.247010	\$389.86	0.269542	28.25
1209	12	9	0.190326	\$300.39	0.269542	28.25
1210	12	10	0.246260	\$388.67	0.269542	28.25
1211	12	11	0.235373	\$371.49	0.269542	28.25

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
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Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
1401	13	1	0.339358	\$535.61	0.269542	28.25
1402	13	2	0.194080	\$306.32	0.269542	28.25
1403	13	3	0.261651	\$412.96	0.269542	28.25
1404	13	4	0.222610	\$351.35	0.269542	28.25
1405	13	5	0.207969	\$328.24	0.269542	28.25
1406	13	6	0.242881	\$383.34	0.269542	28.25
1407	13	7	0.301818	\$476.36	0.269542	28.25
1408	13	8	0.341610	\$539.17	0.269542	28.25
1409	13	9	0.190326	\$300.39	0.269542	28.25
1410	13	10	0.246260	\$388.67	0.269542	28.25
1411	13	11	0.235373	\$371.49	0.269542	28.25
1501	14	1	0.339358	\$535.61	0.269542	28.25
1502	14	2	0.194080	\$306.32	0.269542	28.25
1503	14	3	0.261651	\$412.96	0.269542	28.25
1504	14	4	0.222610	\$351.35	0.269542	28.25
1505	14	5	0.207969	\$328.24	0.269542	28.25
1506	14	6	0.242881	\$383.34	0.269542	28.25
1507	14	7	0.301818	\$476.36	0.269542	28.25
1508	14	8	0.341610	\$539.17	0.269542	28.25
1509	14	9	0.190326	\$300.39	0.269542	28.25
1510	14	10	0.246260	\$388.67	0.269542	28.25
1511	14	11	0.235373	\$371.49	0.269542	28.25
1601	15	1	0.339358	\$535.61	0.269542	28.25
1602	15	2	0.194080	\$306.32	0.269542	28.25
1603	15	3	0.261651	\$412.96	0.269542	28.25
1604	15	4	0.222610	\$351.35	0.269542	28.25
1605	15	5	0.207969	\$328.24	0.269542	28.25
1606	15	6	0.242881	\$383.34	0.269542	28.25
1607	15	7	0.301818	\$476.36	0.269542	28.25
1608	15	8	0.341610	\$539.17	0.269542	28.25
1609	15	9	0.190326	\$300.39	0.269542	28.25
1610	15	10	0.246260	\$388.67	0.269542	28.25
1611	15	11	0.235373	\$371.49	0.269542	28.25
1701	16	1	0.339358	\$535.61	0.269542	28.25
1702	16	2	0.194080	\$306.32	0.269542	28.25
1703	16	3	0.261651	\$412.96	0.269542	28.25
1704	16	4	0.222610	\$351.35	0.269542	28.25
1705	16	5	0.207969	\$328.24	0.269542	28.25
1706	16	6	0.242881	\$383.34	0.269542	28.25
1707	16	7	0.301818	\$476.36	0.269542	28.25
1708	16	8	0.341610	\$539.17	0.269542	28.25
1709	16	9	0.190326	\$300.39	0.269542	28.25
1710	16	10	0.246260	\$388.67	0.269542	28.25
1711	16	11	0.235373	\$371.49	0.269542	28.25
1801	17	1	0.339358	\$535.61	0.269542	28.25
1802	17	2	0.194080	\$306.32	0.269542	28.25
1803	17	3	0.261651	\$412.96	0.269542	28.25
1804	17	4	0.222610	\$351.35	0.269542	28.25
1805	17	5	0.207969	\$328.24	0.269542	28.25
1806	17	6	0.242881	\$383.34	0.269542	28.25
1807	17	7	0.301818	\$476.36	0.269542	28.25
1808	17	8	0.341610	\$539.17	0.269542	28.25
1809	17	9	0.190326	\$300.39	0.269542	28.25
1810	17	10	0.246260	\$388.67	0.269542	28.25
1811	17	11	0.235373	\$371.49	0.269542	28.25
1901	18	1	0.339358	\$535.61	0.269542	28.25
1902	18	2	0.194080	\$306.32	0.269542	28.25
1903	18	3	0.261651	\$412.96	0.269542	28.25
1904	18	4	0.222610	\$351.35	0.269542	28.25
1905	18	5	0.207969	\$328.24	0.269542	28.25
1906	18	6	0.242881	\$383.34	0.269542	28.25
1907	18	7	0.301818	\$476.36	0.269542	28.25
1908	18	8	0.341610	\$539.17	0.269542	28.25
1909	18	9	0.190326	\$300.39	0.269542	28.25
1910	18	10	0.246260	\$388.67	0.269542	28.25
1911	18	11	0.235373	\$371.49	0.269542	28.25
2001	19	1	0.339358	\$535.61	0.269542	28.25
2002	19	2	0.194080	\$306.32	0.269542	28.25
2003	19	3	0.261651	\$412.96	0.269542	28.25
2004	19	4	0.222610	\$351.35	0.269542	28.25
2005	19	5	0.207969	\$328.24	0.269542	28.25
2006	19	6	0.242881	\$383.34	0.269542	28.25
2007	19	7	0.301818	\$476.36	0.269542	28.25
2008	19	8	0.341610	\$539.17	0.269542	28.25
2009	19	9	0.190326	\$300.39	0.269542	28.25
2010	19	10	0.246260	\$388.67	0.269542	28.25
2011	19	11	0.235373	\$371.49	0.269542	28.25
2101	20	1	0.339358	\$535.61	0.269542	28.25
2102	20	2	0.194080	\$306.32	0.269542	28.25
2103	20	3	0.261651	\$412.96	0.269542	28.25
2104	20	4	0.222610	\$351.35	0.269542	28.25
2105	20	5	0.207969	\$328.24	0.269542	28.25
2106	20	6	0.242881	\$383.34	0.269542	28.25
2107	20	7	0.301818	\$476.36	0.269542	28.25
2108	20	8	0.341610	\$539.17	0.269542	28.25
2109	20	9	0.190326	\$300.39	0.269542	28.25
2110	20	10	0.246260	\$388.67	0.269542	28.25
2111	20	11	0.235373	\$371.49	0.269542	28.25
2201	21	1	0.339358	\$535.61	0.269542	28.25
2202	21	2	0.194080	\$306.32	0.269542	28.25
2203	21	3	0.261651	\$412.96	0.269542	28.25
2204	21	4	0.222610	\$351.35	0.269542	28.25
2205	21	5	0.207969	\$328.24	0.269542	28.25
2206	21	6	0.242881	\$383.34	0.269542	28.25
2207	21	7	0.301818	\$476.36	0.269542	28.25

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
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Municipal No.	Level No.	Unit No.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	MONTHLY COMMON ELEMENT FEE	PERCENTAGE CONTRIBUTION TO BULK INTERNET	MONTHLY EQUALIZED INTERNET FEE
2208	21	8	0.341610	\$539.17	0.269542	28.25
2209	21	9	0.190326	\$300.39	0.269542	28.25
2210	21	10	0.246260	\$388.67	0.269542	28.25
2211	21	11	0.235373	\$371.49	0.269542	28.25
2301	22	1	0.339358	\$535.61	0.269542	28.25
2302	22	2	0.194080	\$306.32	0.269542	28.25
2303	22	3	0.261651	\$412.96	0.269542	28.25
2304	22	4	0.222610	\$351.35	0.269542	28.25
2305	22	5	0.207969	\$328.24	0.269542	28.25
2306	22	6	0.242881	\$383.34	0.269542	28.25
2307	22	7	0.301818	\$476.36	0.269542	28.25
2308	22	8	0.341610	\$539.17	0.269542	28.25
2309	22	9	0.190326	\$300.39	0.269542	28.25
2310	22	10	0.246260	\$388.67	0.269542	28.25
2311	22	11	0.235373	\$371.49	0.269542	28.25
2401	23	1	0.339358	\$535.61	0.269542	28.25
2402	23	2	0.194080	\$306.32	0.269542	28.25
2403	23	3	0.261651	\$412.96	0.269542	28.25
2404	23	4	0.222610	\$351.35	0.269542	28.25
2405	23	5	0.207969	\$328.24	0.269542	28.25
2406	23	6	0.242881	\$383.34	0.269542	28.25
2407	23	7	0.301818	\$476.36	0.269542	28.25
2408	23	8	0.341610	\$539.17	0.269542	28.25
2409	23	9	0.190326	\$300.39	0.269542	28.25
2410	23	10	0.246260	\$388.67	0.269542	28.25
2411	23	11	0.235373	\$371.49	0.269542	28.25
2501	24	1	0.339358	\$535.61	0.269542	28.25
2502	24	2	0.194080	\$306.32	0.269542	28.25
2503	24	3	0.261651	\$412.96	0.269542	28.25
2504	24	4	0.222610	\$351.35	0.269542	28.25
2505	24	5	0.207969	\$328.24	0.269542	28.25
2506	24	6	0.242881	\$383.34	0.269542	28.25
2507	24	7	0.301818	\$476.36	0.269542	28.25
2508	24	8	0.341610	\$539.17	0.269542	28.25
2509	24	9	0.190326	\$300.39	0.269542	28.25
2510	24	10	0.246260	\$388.67	0.269542	28.25
2511	24	11	0.235373	\$371.49	0.269542	28.25
2601	25	1	0.339358	\$535.61	0.269542	28.25
2602	25	2	0.194080	\$306.32	0.269542	28.25
2603	25	3	0.261651	\$412.96	0.269542	28.25
2604	25	4	0.222610	\$351.35	0.269542	28.25
2605	25	5	0.207969	\$328.24	0.269542	28.25
2606	25	6	0.242881	\$383.34	0.269542	28.25
2607	25	7	0.301818	\$476.36	0.269542	28.25
2608	25	8	0.341610	\$539.17	0.269542	28.25
2609	25	9	0.190326	\$300.39	0.269542	28.25
2610	25	10	0.246260	\$388.67	0.269542	28.25
2611	25	11	0.235373	\$371.49	0.269542	28.25
2701	26	1	0.339358	\$535.61	0.269542	28.25
2702	26	2	0.194080	\$306.32	0.269542	28.25
2703	26	3	0.261651	\$412.96	0.269542	28.25
2704	26	4	0.222610	\$351.35	0.269542	28.25
2705	26	5	0.207969	\$328.24	0.269542	28.25
2706	26	6	0.242881	\$383.34	0.269542	28.25
2707	26	7	0.301818	\$476.36	0.269542	28.25
2708	26	8	0.341610	\$539.17	0.269542	28.25
2709	26	9	0.190326	\$300.39	0.269542	28.25
2710	26	10	0.246260	\$388.67	0.269542	28.25
2711	26	11	0.235373	\$371.49	0.269542	28.25
PH01	27	1	0.339358	\$535.61	0.269542	28.25
PH02	27	2	0.194080	\$306.32	0.269542	28.25
PH03	27	3	0.261651	\$412.96	0.269542	28.25
PH04	27	4	0.222610	\$351.35	0.269542	28.25
PH05	27	5	0.207969	\$328.24	0.269542	28.25
PH06	27	6	0.242881	\$383.34	0.269542	28.25
PH07	27	7	0.301818	\$476.36	0.269542	28.25
PH08	27	8	0.341610	\$539.17	0.269542	28.25
PH09	27	9	0.190326	\$300.39	0.269542	28.25
PH10	27	10	0.246260	\$388.67	0.269542	28.25
PH11	27	11	0.235373	\$371.49	0.269542	28.25
			100.000000	\$157,830.51	100.000000	10,480.75

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder.

BY: TRIBUTE (DANFORTH) LIMITED

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the Lands containing three hundred and seventy-one (371) Residential Units, one hundred and fifteen (115) Parking Units and sixty-four (64) Storage Units;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

"Act" means the *Condominium Act, 1998* S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"Adjacent Developments" means collectively the Commercial/Retail Area, Office Area and For Profit Parking Area;

"Adjoining Owners" has the meaning ascribed thereto in Section 8.01(g) hereof;

"Affiliated Company" has the meaning ascribed thereto in Section 3.04 hereof;

"Approval Authority" means the City of Toronto;

"Article", **"Section"**, **"Subsection"** or **"Paragraph"** means the specified article, section, subsection or paragraph in this Declaration;

"Barrier Free Parking Unit" has the meaning ascribed thereto in Section 4.07 hereof;

"Bicycle" has the meaning ascribed thereto in Section 3.05 hereof;

"Board" or **"board"** means the Corporation's board of directors from time to time;

"Building" means the building, structures, facilities, amenities and other improvements to be constructed on the Lands;

"CACF Room Unit" means units ● on Level ●;

"Cable System" means the signal distribution and processing equipment (which includes without limitation all cables, wires, conduits, structures, markers, amplifiers, taps, distribution boxes and modems) including inside wire necessary to provide communication services to the Building, which is owned by the appropriate telecommunications and service providers;

"Commercial/Retail Area" means the commercial/retail component of the project legally described as Parts ● on Plan 66R-●;

- “Common Elements”** or **“common elements”** means all the Property, except the units;
- “Common Expenses”** has the meaning ascribed thereto in the Act;
- “Communication Room Unit”** means units ● on Level ●;
- “Compact Parking Unit”** means units ● on Level ●. **“Compact Parking Units”** means all of such units;
- “Corporation”** means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;
- “Declarant”** means Tribute (Danforth) Limited, its successors and assigns;
- “Declarant Signature Sign”** collectively means any Signature Sign advertising or indicating to the public the trade or business name of the Declarant, any Affiliated Company and the Declarant’s project, sales or marketing name for the Corporation;
- “Declaration”** means this declaration and all amendments thereto and all schedules referred to herein;
- “Description”** has the meaning ascribed thereto in the first recital hereof;
- “Disabled Driver”** has the meaning ascribed thereto in Section 4.07 hereof;
- “Disabled Person”** has the meaning ascribed thereto in Section 4.07 hereof;
- “Electric Vehicle Parking Units”** has the meaning ascribed thereto in Section 4.09 hereof;
- “For Profit Parking Area”** means the for profit parking component of the project legally described as Part ● on Plan 66R-●;
- “Fresh Air Room Unit”** means units ● on Level ●;
- “Gas Meter Station Room Unit”** means units ● on Level ●;
- “Governmental Authorities”** means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;
- “HTA”** has the meaning ascribed thereto in Section 4.07 hereof;
- “Hydro Meters”** means the electricity consumption meters for revenue billing purposes and associated components installed in the Building to measure the consumption by each unit and the common elements, owned by the appropriate hydro utility;
- “Lands”** has the meaning ascribed thereto in the first recital hereof;
- “Mechanical Room Unit”** means units ● on Level ●;
- “Office Area”** means the office area component of the project legally described as Part ● on Plan 66R-●;
- “Owner”** means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;
- “Parking Unit”** means each of units 1 to ●, both inclusive on Level A; and units 1 to ●, both inclusive on Level B. **“Parking Units”** means all of such units;
- “Prime Rate”** means the annual rate of interest announced or stated by the Corporation’s banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;
- “Property”** means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule “A” annexed hereto) and includes any lands (and interests appurtenant to the Lands) that are added to the Common Elements;

"Reference Plan" means plan 66R-●;

"Residential Unit" means each of Units 1 to 17 inclusive on Level 2, Units 1 to 22 inclusive on Level 3, Units 1 to 21 inclusive on Levels 4 and 5, Units 1 to 20 inclusive on Levels 6 and 7, Units 1 to 19 inclusive on Levels 8 and 9, Units 1 to 18 inclusive on Levels 10 and 11, Units 1 to 11 inclusive on Levels 12 to 27 inclusive. **"Residential Units"** means all of such units;

"Rules" means the rules passed by the Board from time to time;

"Service" has the meaning ascribed thereto in Section 2.02(a)(i) hereof;

"Service Units" means collectively the CACF Room Unit, the Communication Room Unit, the Fresh Air Room Unit, the Gas Meter Station Room Unit, the Mechanical Room Unit, the Storm Water Retention Tank Room Unit, the Sub-electrical Room Unit and the Transformer Vault and Main Electrical Room Unit;

"Shared Facilities Agreement" means the shared facilities agreement, cost sharing agreement, reciprocal operating agreement or other similar type of agreement to be assumed by or entered into by or on behalf of the Corporation and by or on behalf of the Adjoining Owners providing for, inter alia, the mutual use, maintenance, repair, replacement, operation and cost sharing of the Shared Facilities;

"Shared Facilities" means the Shared Facilities as defined in the Shared Facilities Agreement;

"Shared Facility Costs" means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);

"Signature Sign" means any one or more installations of a plaque, name plate, building signature sign or other similar type of sign, fixture or architecture, including all sign boxes, facings, lighting and similar type of ancillary component;

"Storage Unit" means each of units ● to ●, both inclusive on Level ●. **"Storage Units"** means all of such units;

"Storm Water Retention Tank Room Unit" means units ● on Level ●;

"Sub-electrical Room Unit" means units ● on Level ●;

"Supplier" has the meaning ascribed thereto in Section 2.02(b)(ii) hereof;

"Transformer Vault and Main Electrical Room Unit" means units ● on Level ●;

"unit" or **"Unit"** means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and

"Works" has the meaning ascribe thereto in Section 3.04(c).

Section 1.02 - Act Governs the Property

The Lands described in Schedule "A" hereto and in the Description, together with all interests appurtenant thereto are governed by the Act.

Section 1.03 - Standard Condominium

The registration of this Declaration and the Description will create a freehold standard condominium corporation.

Section 1.04 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.05 - Boundaries of Units and Monuments

(a) Residential Units

(i) Each Residential Unit **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to the particular Units only, regardless of whether same are installed or located within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall specifically include;

- A. The complete individual mechanical heating and cooling system, including motor, valve, controls, high velocity fan coil, condenser, instant hot water equipment or hot water tank and the branch piping extending to the common pipe risers servicing the particular Units only, but excluding only the common pipe risers; and
- B. All electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to the particular Units only, regardless of whether same are installed or located within or beyond the boundaries of said Units;

(ii) Each Residential Unit **shall exclude:**

- A. All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
- B. All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of the particular Units but which do not service said Units;
- C. All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
- D. All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- E. all wooden load bearing walls located within any of the Units; and
- F. all exterior doors, windows, and any part of the roof assembly.

(b) Parking Units And Storage Units

(i) Each Parking Unit has **no inclusions**.

(ii) Each Parking Unit **shall exclude**, all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Parking Unit.

(c) **Storage Units**

- (i) Each Storage Unit has **no inclusions**.
- (ii) Each Parking Unit **shall exclude**, all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Storage Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Storage Unit, together with any fire hose cabinets abutting or affixed to, or hanging from any such columns or walls.

(d) **Service Unit**

- (i) Each Service Unit **shall include** any equipment, pipe, duct, shaft, wire, cable and conduit contained within or emanating from such Unit and extending beyond the boundaries of the Unit to and into the common elements and other units throughout the Building. The Service Units and Communication Control Units shall also include any branch conduits extending to and including the riser conduits and all junction or pull boxes, together with any wire, cable, receptacle, port, jack, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from or otherwise connected to the Unit that may now or hereafter be used in connection with the supply of the service for which the Unit was designed.
- (ii) Each Service Unit **shall exclude** the without limiting the aforementioned, all equipment or apparatus including any fire hose cabinet and attachment, sprinkler, light fixture, air-conditioning or heating equipment and control that provides service to the common elements or units for which it is not specifically designed, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) that may be located within any such Unit.

Section 1.06 - Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and Common Expenses shall be one hundred percent (100%).

Section 1.07 - Address for Service, Municipal Address & Corporation Mailing Address

The Corporation's address for service and mailing address shall be:

c/o Percel Inc.
4496 Chesswood Drive
Toronto, Ontario M3J 2B9

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal address is:

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Section 1.08 - Approval Authority Requirements

The following conditions imposed by the Approval Authority are included and form part of the Declaration:

- (a) Purchasers and owners should refer to Section 8.01(a)(ii) with respect to the obligations of the Condominium in respect to the discharge of water originating from a source other than Toronto's water supply ("**Private Water**") to a City of Toronto sewer pursuant to Toronto Municipal Code Chapter 681.

- (b) Owners/tenants are advised that the Parking Units that are also Compact Parking Units are designated for use by compact cars only.

As of the date of the preparation of this draft, there are no additional conditions imposed by the Approval Authority to be included in the Declaration. **If the Approval Authority requires the inclusion of any other conditions in this Declaration, such conditions will be added prior to registration.**

Section 1.09 - Architect/Engineer's Certificate

The certificate(s) of the architect(s) and/or engineer(s) that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" annexed hereto.

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - Specification of Common Expenses

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

Section 2.02 - Payment of Common Expenses

- (a) Each Owner, including the Declarant, shall pay to the Corporation the Owners proportionate share of the Common Expenses, as may be provided for by the by-laws and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the by-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any by-laws or Rules in force from time to time by any Owner, or by members of the Owners family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses;
- (b)
- (i) The Corporation may contract (or assume any existing contract) for the installation and supply of separate meters or submeters for utilities such as electricity, gas, water and heating/cooling (each a "**Service**" and which term includes all of the foregoing services or any one, as the case may be) with respect to each individual unit, so that each Owner or occupant shall be directly responsible for paying utility costs attributable to the Owners particular Residential Units, rather than such costs being part of the common expenses for the Condominium;
- (ii) Therefore, utility consumption in each Owner's unit and in the common elements may be measured and invoiced by one or more submetering systems installed and operated by one or more third party suppliers or distributors (each called a "**Supplier**"). Each Owner will be required to enter into a supply and services agreement with each Supplier and to pay all deposits and security required. All of the systems installed by the Supplier shall not form part of the common elements of the Building or part of any Residential Unit or other unit of the Building and shall be owned by the Supplier at all times;
- (iii) Each unit Owner shall receive and be responsible for payment of the invoice with respect to the supply of and consumption for each Service in respect of the Owners unit, which invoice shall include an administrative and distribution fee. The unit Owner shall remit payment to each Supplier for Service consumption, separate from any other obligations the unit Owner has with respect to payment of common expenses as an Owner within the Condominium;
- (iv) Any monies owing with respect to invoices for Service consumption and administrative and distribution fee and not paid to the Supplier by the unit Owner according to the terms of the invoice, may if required by the Supplier, be paid by the Corporation to the Supplier and shall thereupon be

a debt owed by the Owner of the unit within which the Service was consumed and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility consumption at a rate equal to that for arrears of common expense payments as set out in the corporation's declaration and/or by-laws;

- (v) In the event a unit Owner is in default of payment of invoices to a Supplier as a condition of being supplied or continuing to be supplied with the particular Service, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount as determined by the Board. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Supplier with respect to the supply of the particular Service to such Owner's unit;
- (vi) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to units and the common elements including exclusive use common elements, by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submetering systems, or check meters. Work that is required within a unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering systems or check meters is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the unit if access to the unit is required, except in the case of urgency or emergency, whereupon no notice is required;
- (vii) The Corporation or the Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the particular Service to any unit, where payments owing for same are in arrears and/or the Corporation may register a common expense lien against the unit. The Supplier shall in addition, have all rights available to it at law or in equity which may include the right to commence an action against the defaulting Owner, or otherwise employ its normal collection practices, which may include terminating the supply of the Service to the unit or disconnecting the unit on the Owners behalf for non-payment of bills;
- (viii) The Corporation may be required to enter into a utility supply and services agreement with each Supplier or enter into an assignment and assumption agreement. In the event that this agreement is terminated pursuant to Section 112 of the Act or otherwise, the Supplier shall have the right to remove meters installed by it (or any part thereof) from the Unit, Building and Property and/or recover its investment in any utility distribution system and all associated termination, disconnect and removal costs from the Corporation;
- (ix) All costs associated with installing, reading, repairing and maintaining the Residential Unit meters, submeters and/or consumption meters for each particular Service shall be for the account of the Owner of such Residential Units or any occupant or resident therein;
- (x) In the event that any of the agreements referred to in this Section 2.02(b) are terminated pursuant to Section 112 of the Act or otherwise, the Supplier may pursuant to its agreement have the right to remove meters and appurtenances installed by it (or any part thereof) from the Residential Units, Building and Property and/or recover from the Condominium, its investment in any service distribution system and all associated termination, disconnect and removal costs and the undepreciated costs and lost profits as set out in the agreement into with the Supplier.

Section 2.03 - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the Common

Expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and

- (b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

Section 2.04 - Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to the Owners unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and any agreement(s) authorized by any by-law. However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:
 - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and their respective units; or
 - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto or that results in the payment of a deductible amount, or an increase in a deductible amount.
 - (v) In the event that the use of the Common Elements by any Owner (and/or any of an Owner's visitors, tenants, employees, servants, agents, contactors, invitees, guests, licensees or any other person for whom such Owner is responsible for at law) contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom and/or the payment of a deductible amount or an increase in a deductible amount (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for all such costs and expenses so incurred, for any increased insurance premiums payable by the Corporation as a result of such Owner's use and for any deductible amount paid or any such increase deductible amount, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

Section 3.02 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.03 - Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, management offices, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, the rooftop of the Condominium (except as otherwise set out in this Declaration) or any other parts of the Common Elements used for the care, maintenance or operation of the Property, and without the consent, in writing, of the Board, no Owner shall have the right of access to the superintendent's suite, if any. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Residential Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 – Declarant Rights

Notwithstanding anything hereinafter provided to the contrary herein, and notwithstanding any Bylaw or Rules to the contrary, the Declarant (or any affiliated, associated or subsidiary entity of the Declarant (collectively the "**Affiliated Company**") or its or their servants, agents and contractors) shall be entitled and have the right:

- (a) to install, erect, affix, use, operate and maintain, repair and replace signs for marketing and/or sales purposes upon the Common Elements (whether interior or exterior) and within or outside any Units owned by the Declarant, pursuant to the Declarant's ongoing marketing and/or sales program in respect of the Corporation or the Adjacent Developments or parts thereof, at such location and having such dimensions as the Declarant may determine in its sole discretion, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, nor for any utilities including gas, hydro and water supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone service to the said marketing, sale and/or construction offices of the Declarant;
- (b) to access and use any Units owned by the Declarant and any amenity area or other common elements as a sales and marketing office and otherwise in order to implement and operate its marketing, sales, lease, construction and customer service program relating thereto, which right shall cease twelve (12) months after the sale and closing of all units or land owned by the Declarant in the Condominium or in the Adjacent Developments; and
- (c) at all times, but shall not be required or obliged, to perform structural or non-structural work, alterations, replacements, removals and installations to and within the Units owned by the Declarant or Affiliated Company and the common elements of the Condominium which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service the Units (collectively, the "**Works**") without the oversight, consent or approval of the Condominium or Board. The Works shall include, without limitation: puncturing and coring of the Unit-side portion of the ceiling or floor of a Unit and/or common element ceilings or floors which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service a Unit; and (ii) removing, replacing, installing and making changes to any of the following, whether same are within a Unit or within the common elements which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service an Unit: demising and perimeter walls including fire rating changes; partition walls; fire protection systems and equipment; domestic

hot and cold water systems and equipment; plumbing; sprinkler lines and heads; floor drains of any type and drain lines; sanitary services; bathroom locations; heating, ventilation and cooling equipment and supply delivery and distribution systems; gas lines; fresh air ventilation and exhaust; electrical service and feeds; under slab utilities; grease traps; backflow preventers; flooring; painting; drop ceiling; metal doors and frames; storefront windows; glazing and doors; and all appurtenances and connections to any of the foregoing.

Section 3.05 - Use of the Owner Bicycle Storage Racks

Each of the bicycle storage racks shall be used only by the Owners, residents of the Residential Units for the purposes of parking and storing Bicycles thereon. The bicycle storage racks will be maintained for the exclusive use of the Owners, residents and tenants of the Residential Units, subject to the Rules in force from time to time. None of the bicycle storage racks shall be sold to any Owner or to any other party, nor otherwise conveyed or encumbered and shall not be considered part of the exclusive use portions of the common elements. Access to and use of the bicycle storage racks shall be governed by the Rules. Without limiting any wider definition of "Bicycle" as may hereafter be imposed by the Board, the term "**Bicycle**", when used in the context of owner Bicycle parking and storage, shall be restricted to bicycles that can be easily accommodated in the bicycle racks and shall exclude any type of commercial bicycle (and such other bicycles as the Board may wish to exclude from the Property from time to time).

Section 3.06 - Modification of Common Elements, Assets and Services

(a) **General Prohibition**

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) **Non-Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may make an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) **Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the units make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

Section 3.07 - Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a unit. All dogs and cats must be kept under personal supervision and control and held by leash or in a cage at all times during ingress and egress from a unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

Section 3.08 - Recycling and Waste Disposal Room

The Corporation shall designate and maintain a recycling and waste disposal room and will establish rules for the placing and temporary storage of garbage generated by Owners, including the manner of transferring and accumulating waste into the garbage room and the

Corporation shall arrange for garbage pick up by engaging either a public or a private waste disposal firm to remove garbage.

Section 3.09- Declarant Signature Sign

Notwithstanding anything hereinafter provided to the contrary herein, and notwithstanding any Bylaw or Rules to the contrary, the Declarant and any Affiliated Company or any of the Declarant's or Affiliated Company's servants, agents and contractors shall be entitled and have the right to install, erect and affix upon any part or parts of the Common Elements (whether interior or exterior and including without limiting the generality of the foregoing, the ramp leading to the parking garage, visitor parking and customer parking area, all walls and windows, the roof and the lobby) any one or more Declarant Signature Sign, which Declarant Signature Sign shall form part of the Common Elements at such locations and having such dimensions and messaging as the Declarant may determine in its sole discretion. The Declarant and any Affiliated Company shall not under any circumstances be charged for the use of the space so occupied, nor for any utilities including gas, hydro and water supplied thereto. The Corporation shall be responsible for all costs and expenses for the maintenance, repair and operation of such Declarant Signature Sign as part of the Common Expenses and the Corporation shall ensure that the Declarant Signature Sign is operated and maintained at all times in a first-class manner. It shall be a duty of the Corporation to ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation, its employees, agents, the Owners or their tenants which would make modifications or alterations to any Declarant Signature Sign or result in the removal or relocation of any Declarant Signature Sign unless the Corporation obtains the prior written consent to same from the Declarant or the applicable Affiliated Company, or any successor of the Declarant or Affiliated Company as applicable, all at their sole discretion. The Declarant and any Affiliated Company together with any of the Declarant's or Affiliated Company's servants, agents and contractors shall at all times have the right to access the Common Elements for the purpose of inspecting, maintaining and repairing any Declarant Signature Sign in the event the Corporation fails to comply with its duties and obligations as expressed herein, provided that the Declarant and any Affiliated Company shall not be required or obliged to make such repairs or carry out any such maintenance. In no event shall the Corporation permit the Declarant Signature Sign to be obstructed or covered up or be disconnected, restricted or shut off from or by any utility. All costs and expenses (including legal expenses) incurred by the Declarant or any Affiliated Company to ensure the Corporation abides by and is in compliance with the terms of this provision shall be for the account of the Corporation and shall be payable forthwith upon written demand.

ARTICLE 4 - UNITS

Section 4.01 - General Use of Units

- (a) Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the units that:
 - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property or any Unit, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
 - (iii) shall constitute a nuisance to the Owners or occupants of Units or will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas;
 - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto that results in the payment of a deductible amount, or an increase in a deductible amount; or
 - (v) will produce noise and/or odours that would unduly interfere with the use and enjoyment of any Residential Unit or any Common Areas.

In the event that the use of a unit by any Owner (and/or any of an Owner's visitors, tenants, employees, servants, agents, contractors, invitees, guests, licensees or

any other person for whom such Owner is responsible for at law) contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom and/or the payment of a deductible amount or an increase in a deductible amount (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for all such costs and expenses so incurred, for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees and visitors of the Owners unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (d) In the event the Board determines in its sole discretion, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or other offensive action is an annoyance and/or nuisance and/or disruptive, then the Owner of such Unit shall at such Owner's own expense take such steps as shall be necessary to abate such noise, odour or other offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or other offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or other offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or other offensive action (to be paid on or before the 5th day following receipt of an invoice from the Corporation setting out the amount of such cost to be paid) which expenses are to include solicitor's fees on full indemnity basis. All payments pursuant to this paragraph are deemed to be additional contributions towards the Common Expenses and are recoverable as such and shall not in any way reduce any such owner's Common Expenses.
- (e) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board.

Section 4.02 - Occupation and Use of Residential Units

The occupation and use of the Residential Units shall be in accordance with the following restrictions and stipulations:

- (a) Each Residential Unit shall be occupied and used only as a private single family residential dwelling or otherwise in accordance with the zoning by-laws of the City of Toronto enacted from time to time and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant, its successors and assigns: (i) from completing the Building, maintaining Residential Units as models for display and sale purposes in the said development only and otherwise maintaining construction offices, displays and signs until all Residential Units have been sold and closed by the Declarant; and (ii) or other corporations, individuals or entities from leasing Residential Units to tenants, on a short-term or long-term basis as furnished or unfurnished residential apartments (subject to section 4.03(d) hereof).

- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger to Owners or other residents of the Corporation shall be kept by any Owner in any unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any unit. Notwithstanding anything contained in this Declaration, no pets are to be kept in a Parking Unit or Storage Unit.
- (c) No Owner, without consent in writing from the Board, shall install or construct any permanent or semi-permanent form of enclosure of any terrace, Juliet balcony or balcony.
- (d) No change is to be made in the colour and type of any exterior glass, window, door or screen of any unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls (including within or on any terrace, Juliet balcony or balcony area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building except with the prior written consent of the board, and further, when approved, subject to the Rules. Subject to board approval as hereinbefore noted, all shades, awnings or other window coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Building.
- (e) Other than an aerial antenna or satellite dish which may be installed by the Declarant on the roof of the Building no other exterior aerial antenna or satellite dish shall be placed on the Building or the Lands unless the Board consents in writing to the said aerial antenna or satellite dish, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (f)
- (i) For the purpose of this subparagraph, "**Vertical/Horizontal Party Wall**" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- A. erect, remove or alter any internal walls or partitions within such Owner's Residential Unit; or
- B. where the Owner is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between such Owner's Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on its Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or

structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.

- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
 - A. the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - B. the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - C. the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Condominium, shall remain unchanged.

Section 4.03 - Requirements for Leasing

- (a) Where an Owner leases the Owners unit, the Owner shall within ten (10) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
 - (i) notify the Corporation that the unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
 - (iii) provide the tenant with a copy of the Declaration, By-laws and Rules of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing.
- (c) In addition, no Owner shall lease the Owners unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium including the Shared Facilities Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

- (d) No lease of a Residential Unit shall be less than six (6) months save and except for the Declarant (or any affiliated, associated or subsidiary entity) who shall have no restriction.

Section 4.04 - Occupation and Use of Parking Units and Compact Parking Unit

Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units that are not also Compact Parking Units shall be restricted to a private passenger automobile, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height, provided further that "motor vehicle" when used in the context of a Parking Unit which are also a Compact Parking Units shall be restricted to a private compact car passenger automobile not exceeding 1.9 metres in height. Each Owner of a Parking Unit shall maintain the Owners Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Unit. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all units have been sold and conveyed.

Section 4.05 - Occupation and Use of Storage Units

The Storage Units shall be used and occupied for storage purposes only by the Owner thereof and shall otherwise be subject to such Rules as the board of the Corporation may from time to time enact including restrictions on the categories of items that may be stored or used in such Storage Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Storage Unit which right shall continue until such time as all units have been sold and conveyed.

Section 4.06 - Restrictions on Parking Units and Storage Units

Save and except for Parking Units and Storage Units owned by the Declarant, which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant (or its or their successors, successors in title and assigns) may in its and their absolute, sole and unfettered discretion determine, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Units and Storage Units shall be subject to the following restrictions and limitations:

- (a)
- (i) no one shall retain ownership of any Parking Unit or Storage Unit after he has sold and conveyed title to the Owners Residential Unit;
 - (ii) any sale, transfer, assignment or other conveyance of any Parking Unit or Storage Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Residential Unit;
 - (iii) any lease of any Parking Unit or Storage Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Residential Unit, provided however that if any Parking Unit or Storage Unit is so leased to a tenant of a Residential Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit.
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit or Storage Unit in contravention of any of the foregoing shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit or Storage Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

Section 4.07 – Disabled Person Parking Unit

Parking Unit ●, Level ● is designated for the use of a person with a disability (hereinafter, the "**Barrier Free Parking Unit**") and shall be subject to the following:

- (a) In the event that a "disabled person" or "person with a disability" (a "disabled person" or "person with a disability" is in this Section 4.07 called a "**Disabled Person**") as defined in the regulations enacted pursuant to the *Highway Traffic*

Act R.S.O. 1990 c. H. 8, as amended from time to time (the "**HTA**") who has been issued a disabled person parking permit pursuant to the HTA (a disabled person or person with a disability who has been issued a disabled person parking permit pursuant to the HTA which is still in force is in this Section 4.07 called a "**Disabled Driver**"), including a driver whose licence plate incorporates the international symbol of access for persons with a disability and issued by another jurisdiction, purchases or leases a Residential Unit and a Parking Unit which is not designated for the use of a Disabled Person, the Owner or any person occupying the Barrier Free Parking Unit shall (if not a Disabled Person), upon notice from the Corporation and at the request of the Disabled Driver, exchange the right to occupy the Barrier Free Parking Unit with the Disabled Driver for the Parking Unit which was purchased or leased by the Disabled Driver, said exchange of the right to occupy said space to continue for the full period of the Disabled Driver's ownership or lease of a Residential Unit.

- (b) When a Disabled Driver requests an exchange of occupancy rights for the Barrier Free Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Barrier Free Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a Disabled Person.
- (c) No rent charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.

Section 4.08– Service Units

The Service Units shall be used only for the purpose of housing the respective servicing installations or utility systems or communications equipment contained therein servicing and benefiting the Condominium and the Adjacent Developments and for the purpose of operating, maintaining and repairing such installations, systems and equipment. The Service Units shall ultimately be shared and used by the Condominium and the Adjacent Developments in connection with the maintenance and operation of the Condominium and the Adjacent Developments and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of this Condominium and the Adjacent Developments.

Ownership of the Service Units shall ultimately be shared between the Corporation and the Adjacent Developments as tenants in common, each as to an undivided 25% interest, as set out in the Shared Facilities Agreement. The actual transfer of ownership of the Service Units by the Declarant shall occur within ninety (90) days after the registration of the Condominium or such earlier date as the Declarant may determine in its sole and unfettered discretion.

Section 4.09 - Electric Vehicle Parking Units

Parking Units ● to ●, both inclusive, Levels ● to ● are designated for the use of electric vehicles (hereinafter collectively called the "**Electric Vehicle Parking Units**") and shall be subject to the following:

- (a) The terms "electric vehicle", "electric vehicle charging system" and "installation" shall have the meanings given to them in Section 24.2 and Section 24.4 (as these sections may be amended or replaced from time to time) of Ontario Regulation 48/01.
- (b) The Electric Vehicle Parking Units each have a wall mounted electric conduit which can accommodate a 208 volt electrical outlet installed by the Declarant at its cost. An Owner of such a unit would if such Owner wishes to use their Electric Vehicle Parking Unit for an electric vehicle: (i) be responsible for the installation of an electric vehicle charging system and shall comply at such Owner's sole cost and expense with the provisions of the Act and the regulations thereunder applicable to an electric vehicle and the installation of an electric vehicle charging system; (ii) be required to enter into an agreement with the Corporation pursuant to those sections of the Act and the regulations thereunder applicable to an electric vehicle and the installation of an electric vehicle charging system and comply at such Owner's sole cost and expense with the provisions of that agreement; (iii) enter into the utility or monitoring company's standard form agreement dealing with the installation of the electric vehicle charging system and the monitoring and payment of electricity consumption, if so required by the utility or monitoring company and

comply at such Owner's sole cost and expense with the provisions of that agreement; and (iv) be responsible for paying the cost of such electricity consumption (which shall be in addition to Common Expenses for such Electric Vehicle Parking Unit), including any administration, monitoring or other charge or fee payable to the utility or monitoring company, in accordance with the terms of the agreement entered into with the Corporation and any other agreement which such Owner may have entered into with the utility or monitoring company.

- (c) Any arrears of payment of electricity consumption by an Owner of an Electric Vehicle Parking Unit shall be deemed to be Common Expenses and may be collected as Common Expenses in arrears against such Owner in the same manner and to the same extent as any Common Expenses, in arrears and with the same enforcement rights as set out in the Act for Common Expenses in arrears.
- (d) The Corporation may enforce any of the provisions of this Section 4.09 against any Owner of an Electric Vehicle Parking Unit and the costs of enforcement (including legal fees on a full indemnity basis) shall be deemed to be Common Expenses and may be collected as Common Expenses in arrears against such Owner against whom the provisions of this Section 4.09 are enforced by the Corporation in the same manner and to the same extent as any Common Expenses, in arrears and with the same enforcement rights as set out in the Act for Common Expenses in arrears.

Article 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain the Owners unit and those portions of the common elements designated for the exclusive use of the unit, and subject to the provisions of the Act and of this Declaration, each Owner is to repair the Owners unit after damage, all at the Owners own expense. Without limiting the generality of the foregoing, each Owner shall:

- (a) maintain the Owner's units and exclusive use common elements;
- (b) repair the Owner's units after damage at the Owner's own expense subject to the provisions of the Declaration and the Act;
- (c) be responsible for damages to any and all other units, the common elements, including the exclusive use common elements, which are caused by the Owner or any of the Owner's guests, visitors or invitees or those for whom the Owner is responsible, or by the failure to maintain and repair the Owner's units;
- (d) maintain the interior surfaces of windows and doors to the Residential Unit and exterior surfaces of windows to the Residential Unit that are accessible; and repair damage to those windows and doors caused by the Owner, tenants, visitors or invitees to the Residential Unit;
- (e) maintain any terrace, Juliet balcony and balcony which has been designated as an exclusive use area in respect of such Residential Unit and to which the Residential Unit has direct access;
- (f) maintain, repair and replace any system, appliance or fixture that solely serves the Owner's own Residential Unit including without limitation the heating, air conditioning and ventilation systems (including all thermostatic controls) and equipment servicing the Residential Unit and air filters which are located in the Residential Unit or in any exclusive use common element area; but no Owner shall make any replacement, change, alteration or addition to such equipment without the prior written consent of the board; and
- (g) maintain the shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit.

Section 5.02 - Corporation May Make Repairs

The Corporation shall conduct such maintenance and make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation. Such maintenance or such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such

an event or events an Owner shall be deemed to have consented to have the maintenance or repairs done to the Owners unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such maintenance and repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs such maintenance and repairs, and all such sums of money are to bear interest at the Prime Rate plus five (5%) percent per annum, calculated monthly not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain the Common Elements (except for exclusive use Common Elements) and shall repair (which term means to repair or replace after normal wear and tear, damage or failure) the Common Elements (including exclusive use Common Elements), other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas designated for the exclusive use of any Owner. This duty to maintain and repair shall extend to all doors (except as set out in Section 5.01(d)) which provide access to the units and to all windows (except as set out in Section 5.01(d)).
- (b) Each Owner shall be liable for any damage due to the malfunction of any equipment which services the Owner's Unit and is contained within the Owner's Unit, and which is caused by the Owner's failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, the Owner's servants, agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- (c) Each Owner shall be responsible for the cleaning and sweeping of any terrace, Juliet balcony or balcony area set aside for the exclusive use of such Owner. No Owner may alter or repair any terrace, Juliet balcony or balcony area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the terrace, Juliet balcony or balcony set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same or to any other unit or the Common Elements.
- (d) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving the Owner's unit and any services or equipment serving the Common Elements that are situated within or are affixed to the Owner's unit, caused by the Owner's negligence or the negligence of the Owner's family, tenants, residents, servants, agents, invitees, or licensees of the Owner's unit.

Section 5.04- Bird Friendly Windows

Notwithstanding anything contained in this Declaration, any window type installed by the Declarant that has been fitted with bird friendly treated glass shall only be repaired and replaced with bird friendly treated glass using the same or similar materials of equal or better quality.

ARTICLE 6 - INDEMNIFICATION

Section 6.01 - Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other units and to the Common Elements, which is caused by the failure of the Owner, the Owner's family, guests, visitors, tenants, occupants, licensees or invitees to the Owner's Unit, to so maintain and repair the Owner's Unit and such parts of the Common Elements for which the Owner is responsible, or caused by the negligence or wilful misconduct of the Owner, the Owner's family, guests, visitors, tenants, occupants, licensees or invitees, provided however at all times that any such Owner who has failed to maintain or repair such Owner's Unit shall be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claims submitted or pursue in respect of any such damage.

Section 6.02 - Indemnity

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, such Owner's family, guests, visitors, tenants, occupants, licensees or invitees to or with respect to the Common Elements, except for any loss, costs, damages, injury or liability caused by an insured is it insured event or insured person (as defined in any policy or policies of insurance) and insured against by the Corporation and which insurance proceeds of insurance sufficient to cover such loss, costs, damage, injury or liability are actually paid to the Corporation, save and except for any deductible amount paid or to be paid by the Corporation arising from such act or omission and all costs, expenses and legal fees (on a full indemnity basis) incurred by the Corporation, all of which shall be paid by such Owner. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such. The foregoing indemnity set out in this Section 6.02 by each Owner includes without limitation any costs incurred by the Corporation (including but not limited to legal fees on a full indemnity basis and disbursements with respect thereto) relating to any legal actions taken by the Corporation against an Owner, if the Corporation is successful in such action; any repairs made by the Corporation to the Owner's Unit and/or Common Elements and for any repairs to other units which repairs were necessitated as a result of any damage, act or omission of the Owner, including such Owner's family, guests, visitors or tenants; a breach by the Owner of the Act, this Declaration, the By-laws and/or any Rules in force from time to time; and the collection of monies owing to the Corporation by the Owner.

Section 6.03 – Corporation May Assume Certain Obligations

The Board reserves the right, in its sole and absolute discretion to cause the Corporation to assume responsibility for the maintenance, repair and replacement of the heating, air conditioning and ventilation equipment, including filters, coils, the heat pumps, if any and thermostatic controls, if any, in the Residential Units, in which case the cost of such maintenance, repair and replacement, as applicable, shall form part of the common expenses for the Residential Unit. All payments to be made by an Owner pursuant to this Article 6, shall be deemed to be additional contributions towards common expenses payable by such Owner, shall be recoverable as such forthwith upon demand, including the right to register any pursuant to the Act.

ARTICLE 7 – INSURANCE

Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

- (a) **"All Risk" Insurance:** Insurance against "all risks" (including major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
 - (i) the Common Elements; and

- (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

- (b) **Policy Provisions:** Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:
 - (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) **Public Liability Insurance:** Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but no less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a unit.
- (d) **Commercial General Liability Insurance:** Commercial general liability insurance acceptable as to form, limits and conditions to the City of Toronto for a limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the City of Toronto) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the public right-of-way in connection with the maintenance, repair, reconstruction or operation of the underground parking structure including but not limited to any damages arising from the failure of the parking structure to provide the support of the public lanes as required by the City of Toronto or any agreement entered into with the City of Toronto.

Section 7.02 - General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.

- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subsection 7.02(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right.
- (c) A certificate or memorandum of insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the record maintained pursuant to Section 47(2) of the Act. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

Section 7.03 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

Section 7.04 - By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible.

Section 7.05 - Insurance Trust Agreement

The Corporation may enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporation Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "**Insurance Trustee**").

ARTICLE 8 - DUTIES OF THE CORPORATION

Section 8.01 – Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

- (a)
 - (i) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, landscaping, development, storm water discharge or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities (collectively the "**Municipal Agreements**"), which may include the maintenance of boundary fencing, berms or engineered crash wall; and
 - (ii) to enter into any sanitary and/or storm water discharge agreement or an assumption agreement with respect to any sanitary and/or storm water discharge agreement with the City of Toronto and/or the Declarant as determined by the Declarant, with such agreement(s) permitting the Condominium to discharge its Private Water into the City of Toronto's sanitary sewer (or combined sanitary and storm sewer) system and be responsible for, inter alia, payment of the fees and costs related thereto, and the Condominium shall comply with and perform all of its obligations pursuant to such agreement(s);
 - (iii) to reimburse the Declarant for any costs or expenses reasonably incurred by the Declarant to ensure that the Corporation abides by and comply with the Municipal Agreement and/or any sanitary and/or storm water discharge agreement permitting the Condominium to discharge its Private Water;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant or the City of Toronto or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements or any sanitary and/or storm water discharge agreement, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than twenty-one (21) years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act* (Ontario), as amended) and which license shall be duly authorized by a by-law. If no such formal licence agreement is required or entered into by the Declarant, City of Toronto or other Governmental Authorities then the provision of this subparagraph shall be deemed to constitute a licence in favour of the Declarant, City of Toronto or other Governmental Authority, as the case may be, upon the terms set out herein;
- (c) to grant, immediately after the registration of this Declaration, or otherwise thereafter, if required, an easement in perpetuity in favour of building integration, home automation and/or lifestyle management operators, utility or municipal servicing suppliers or cable television/internet/telecommunications operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of any such service, municipal servicing utility or cable television/internet/telecommunications lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of such services, municipal servicing utilities and cable television/internet/telecommunications service to the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the operator, utility and/or cable television/internet/telecommunications supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such by-laws as may be required to sanction the foregoing.

- (d) to enter into or assume the Shared Facilities Agreement, as soon as reasonably possible after the registration of this Declaration, and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the terms and provisions contained in the Shared Facilities Agreement, in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in this Declaration, the by-laws, the Rules and any agreements authorized by the Act or any by-law;
- (e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing, sale or construction programs or otherwise pursuant to the provisions of Section 3.04 hereof;
- (f) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, which would prohibit, limit or restrict the access to, egress from and/or use and enjoyment of any easement by any of the Adjacent Developments. The Corporation agrees to allow the Declarant to make all necessary connections of the Adjacent Developments to the Building and to allow any wooden, concrete, steel or other forms or structures from the Adjacent Development to tie into the existing piles or structures of the Building and to further grant temporary easements, to allow for construction of the Adjacent Development;
- (g) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, which would prohibit, limit or restrict the access to, ingress from and/or use and enjoyment of the Shared Facilities or of any easement by the owner or owners from time to time (the "**Adjoining Owners**") of the Adjacent Developments;
- (h) to ensure that all necessary utilities and services are supplied to the Shared Facilities which are part of the Condominium and the Condominium shall be responsible for the operation, maintenance, repair, improvement, alteration, replacement and administration of the Shared Facilities which are part of the Condominium, subject to the cost sharing obligations as set out in the Shared Facilities Agreement;
- (i) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict, or interfere with the right of the Adjoining Owners to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of the Adjacent Development (including removal or partial removal from the Building of temporary enclosures, block walls and fire walls) or to such Owner's unit, provided same are otherwise in compliance with this Declaration, the Shared Facilities Agreement and applicable zoning by-laws;
- (j) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would limit, restrict or interfere with the right of the Adjoining Owners to effect and complete such construction, addition, alteration, maintenance, repair, improvement and/or renovation of the Adjacent Developments, provided same are in compliance with the Shared Facilities Agreement and the easements granted to the Adjoining Owners by the Declarant;
- (k) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any utility or the leasing of any equipment or service relating to the heating, ventilating and air conditioning systems serving the Building and to comply with the said agreements;
- (l) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any computerized building integration, home automation and/or lifestyle management services and to comply with the said agreements;

- (m) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any bulk internet services and to comply with the said agreements;
- (n) to enter into, abide by and comply with the terms and provisions of a warranty agreement (the "**Warranty Agreement**") with the Declarant which shall provide that (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act and the *Ontario New Home Warranties Plan Act* and by Tarion Warranty Corporation, (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any related matters in respect of the Property, the Corporation and the Building shall be through the process established for and administered by Tarion Warranty Corporation; (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters; (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement; (v) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in the respect to the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Warranty Agreement, notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person, firm, corporation or legal entity other than the entity named as the Declarant; and (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Condominium's turnover meeting and it shall enure to the benefit of the successors and assigns of the Declarant;
- (o) when the Corporation formally retains an independent consultant to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act (the "**Performance Audit**") or if the Corporation intends to perform or cause to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement work is herein called the "**Repair Work**") on the Common Elements within the first twelve (12) months after the Declaration is registered, then the Corporation shall have a duty:
 - (i) with respect to the Performance Audit, to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with a least fifteen (15) days written notice prior to the commencement of the Performance Audit;
 - (ii) to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried out, any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so, in its sole and absolute discretion); and
 - (iii) with respect to the Repair Work to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to give the Declarant ample notice to do so.

Article 9 - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 - Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the Common Elements over which any Owner has the exclusive

use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or part of the Common Elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to the Owners unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No Owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the Common Elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit owned by the Declarant or any part of the Common Elements (including without limitation the use of stairwells and elevators) or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

ARTICLE 10 - SHARED FACILITIES

Section 10.01 – The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Condominium enjoys or is subject to, the Shared Facilities shall be used only by the Declarant and the owners of the Residential Units in the Condominium and the Adjacent Owners and by their respective residents, tenants, occupants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the by-laws or rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board for the Shared Facilities that are part of the Common Elements of the Condominium.
- (b) The Corporation's share of the Shared Facility Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The Budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the owners or parties for the time being to the Shared Facilities Agreement.

Article 11 - MISCELLANEOUS

Section 11.01 – Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.02 - Waiver

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

Section 11.03 - Construction of Declaration

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

Section 11.04 - Headings

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

Section 11.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to the Owner, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at the Owners respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the fifth (5th) business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change its address for service by giving notice to the Corporation in the manner as aforesaid.

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IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this ● day of ●, 20●.

TRIBUTE (DANFORTH) LIMITED

Per: _____

Name:

Title:

I have authority to bind the Corporation.

SCHEDULE 'A'

DESCRIPTION OF THE LANDS

In the City of Toronto, being comprised of part of Lot 1, Registered Plan 580-Y, designated as **Part** _____ on Plan 66R-XXXX, being all of PIN 21098-_____ (LT). (The subject land is recently comprised of multiple PINs which will be consolidated prior to Absolute Title Conversion)

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

Owens, Wright, LLP
Solicitors for the Declarant

_____ per: _____
Dated Adam Lebow

NOTE: The Lands shall be "TOGETHER WITH" and "SUBJECT TO" various easements, rights-of-way and/or licenses relative to the operation of the buildings for services and utilities. The said easements, rights-of-way and licenses may be made at the sole discretion of the Declarant and shall be more particularly described by reference plan(s), the condominium description drawings and the revised Schedule "A" contained in the Declaration at the time of condominium registration. The declarant may alter the condominium limits to accommodate the site zoning requirements.

The Declarant, at his sole discretion, reserves the right to transfer portions of the subject lands which may be required by municipal or regional authorities for road or Lane widenings, reserves or environmental purposes as well as reserving the right to transfer servient interests or accept transfer of appurtenant interests which may provide for access or service to the subject or adjoining lands.

Consent (Schedule B to declaration)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

Condominium Act, 1998

1. We, ● have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number ● in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this _____ day of ●, ●.

●

Per: _____

Name: ●

Title:

Per: _____

Name: ●

Title:

I have authority to bind the Bank/Corporation

SCHEDULE 'C'

'UNIT BOUNDARIES'

Each Residential Unit, Parking Unit, Storage Unit and Service Unit, shall comprise the area within the heavy lines as shown on the Description Part 1, Sheets _ to _ inclusive, filed concurrently herewith with respect to the unit number indicated thereon. The monuments controlling the extent and location of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets _ to _ inclusive of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS (approximately 371 units proposed)

(Being Units 1 to 17 inclusive on Level 2, Units 1 to 22 inclusive on Level 3, Units 1 to 21 inclusive on Levels 4 and 5, Units 1 to 20 inclusive on Levels 6 and 7, Units 1 to 19 inclusive on Levels 8 and 9, Units 1 to 18 inclusive on Levels 10 and 11 and Units 1 to 11 inclusive on Levels 12 to 27 inclusive).

a) Each Residential Unit is bounded vertically by:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The backside surface of drywall sheathing and production thereof.

b) Each Residential Unit is bounded horizontally by:

- i) The backside surface of drywall sheathing and production thereof.
- ii) The unfinished unit-side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit-side surface of all glass or acrylic panels located therein.

In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the backside face of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls

2. BOUNDARIES OF THE PARKING UNITS

(Being approximately 115 Units proposed on Levels A and B)

a) Each Parking Unit shall be bounded vertically by:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the floor.

b) Each Parking Unit shall be bounded horizontally by a combination of:

- i) The surface and plane of the masonry wall or column and/or the production thereof.
- ii) The vertical plane established by the line and face of the columns and/or the production thereof.
- iii) The vertical plane established by the centreline of columns and/or walls and the production thereof.
- iv) The vertical plane established by measurement and perpendicular to the masonry wall or column.
- v) The vertical plane controlled by the midpoint of the column face and being perpendicular to the masonry wall or column.
- vi) The vertical plane established by the face of the masonry column and perpendicular to the masonry wall or column.
- vii) The vertical plane parallel to the face of wall and controlled by the distances shown on the plan.
- viii) The vertical plane controlled by the condominium boundary.

SCHEDULE 'C' (cont'd)

3. BOUNDARIES OF THE STORAGE UNITS

(Being approximately 64 Units proposed on various Levels)

a) **Each Storage Unit is bounded vertically by:**

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The interior surface and plane of the steel wire mesh and frame.

b) **Each Storage Unit is bounded horizontally by a combination of:**

- i) The backside surface of drywall sheathing and production thereof.
- ii) The surface and plan of the masonry wall or column and/or the production thereof.
- iii) The interior surface and plane of the steel wire mesh and frame.

4. BOUNDARIES OF THE SERVICE UNITS

(Being approximately 8 Units proposed on various Levels)

The unit boundaries and exact location of the Service Units have not yet been determined and will be more clearly described at the time of registration.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets xx to xx inclusive of the Description.

Date: _____, 2019

Waldemar Golinski
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
Transformer	A	1	0.000001	0.000000	
Sub Electrical Room	A	2	0.000001	0.000000	
Gas Meter Station	A	3	0.000001	0.000000	
Fresh Air Room	A	4	0.000001	0.000000	
Mechanical Room	A	5	0.000001	0.000000	
Communication Room	A	6	0.000001	0.000000	
Storm Water Retention Tank	A	7	0.000001	0.000000	
Parking	A	1	0.031673	0.031673	
Parking	A	2	0.031673	0.031673	
Parking	A	3	0.031673	0.031673	
Parking	A	4	0.031673	0.031673	
Parking	A	5	0.031673	0.031673	
Parking	A	6	0.031673	0.031673	
Parking	A	7	0.031673	0.031673	
Parking	A	8	0.031673	0.031673	
Parking	A	9	0.031673	0.031673	
Parking	A	10	0.031673	0.031673	
Parking	A	11	0.031673	0.031673	
Parking	A	12	0.031673	0.031673	
Parking	A	13	0.031673	0.031673	
Parking	A	14	0.031673	0.031673	
Parking	A	15	0.031673	0.031673	
Parking	A	16	0.031673	0.031673	
Parking	A	17	0.031673	0.031673	
Parking	A	18	0.031673	0.031673	
Parking	A	19	0.031673	0.031673	
Parking	A	20	0.031673	0.031673	
Parking	A	21	0.031673	0.031673	
Parking	A	22	0.031673	0.031673	
Parking	A	23	0.031673	0.031673	
Parking	A	24	0.031673	0.031673	
Parking	A	25	0.031673	0.031673	
Parking	A	26	0.031673	0.031673	
Parking	A	27	0.031673	0.031673	
Parking	A	28	0.031673	0.031673	
Parking	A	29	0.031673	0.031673	
Parking	A	30	0.031673	0.031673	
Parking	A	31	0.031673	0.031673	
Parking	A	32	0.031673	0.031673	
Parking	A	33	0.031673	0.031673	
Parking	A	34	0.031673	0.031673	
Parking	A	35	0.031673	0.031673	
Parking	A	36	0.031673	0.031673	
Parking	A	37	0.031673	0.031673	
Parking	A	38	0.031673	0.031673	
Parking	A	39	0.031673	0.031673	
Parking	A	40	0.031673	0.031673	
Parking	A	41	0.031673	0.031673	
Parking	B	1	0.031673	0.031673	
Parking	B	2	0.031673	0.031673	
Parking	B	3	0.031673	0.031673	
Parking	B	4	0.031673	0.031673	
Parking	B	5	0.031673	0.031673	
Parking	B	6	0.031673	0.031673	
Parking	B	7	0.031673	0.031673	
Parking	B	8	0.031673	0.031673	
Parking	B	9	0.031673	0.031673	
Parking	B	10	0.031673	0.031673	
Parking	B	11	0.031673	0.031673	
Parking	B	12	0.031673	0.031673	
Parking	B	13	0.031673	0.031673	
Parking	B	14	0.031673	0.031673	
Parking	B	15	0.031673	0.031673	
Parking	B	16	0.031673	0.031673	
Parking	B	17	0.031673	0.031673	
Parking	B	18	0.031673	0.031673	
Parking	B	19	0.031673	0.031673	
Parking	B	20	0.031673	0.031673	
Parking	B	21	0.031673	0.031673	
Parking	B	22	0.031673	0.031673	
Parking	B	23	0.031673	0.031673	
Parking	B	24	0.031673	0.031673	
Parking	B	25	0.031673	0.031673	
Parking	B	26	0.031673	0.031673	
Parking	B	27	0.031673	0.031673	
Parking	B	28	0.031673	0.031673	
Parking	B	29	0.031673	0.031673	
Parking	B	30	0.031673	0.031673	
Parking	B	31	0.031673	0.031673	
Parking	B	32	0.031673	0.031673	
Parking	B	33	0.031673	0.031673	
Parking	B	34	0.031673	0.031673	
Parking	B	35	0.031673	0.031673	
Parking	B	36	0.031673	0.031673	
Parking	B	37	0.031673	0.031673	
Parking	B	38	0.031673	0.031673	
Parking	B	39	0.031673	0.031673	
Parking	B	40	0.031673	0.031673	
Parking	B	41	0.031673	0.031673	
Parking	B	42	0.031673	0.031673	
Parking	B	43	0.031673	0.031673	
Parking	B	44	0.031673	0.031673	
Parking	B	45	0.031673	0.031673	

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
Parking	B	46	0.031673	0.031673	
Parking	B	47	0.031673	0.031673	
Parking	B	48	0.031673	0.031673	
Parking	B	49	0.031673	0.031673	
Parking	B	50	0.031673	0.031673	
Parking	B	51	0.031673	0.031673	
Parking	B	52	0.031673	0.031673	
Parking	B	53	0.031673	0.031673	
Parking	B	54	0.031673	0.031673	
Parking	B	55	0.031673	0.031673	
Parking	B	56	0.031673	0.031673	
Parking	B	57	0.031673	0.031673	
Parking	B	58	0.031673	0.031673	
Parking	B	59	0.031673	0.031673	
Parking	B	60	0.031673	0.031673	
Parking	B	61	0.031673	0.031673	
Parking	B	62	0.031673	0.031673	
Parking	B	63	0.031673	0.031673	
Parking	B	64	0.031673	0.031673	
Parking	B	65	0.031673	0.031673	
Parking	B	66	0.031673	0.031673	
Parking	B	67	0.031673	0.031673	
Parking	B	68	0.031673	0.031673	
Parking	B	69	0.031673	0.031673	
Parking	B	70	0.031673	0.031673	
Parking	B	71	0.031673	0.031673	
Parking	B	72	0.031673	0.031673	
Parking	B	73	0.031673	0.031673	
Locker	B	74	0.012665	0.012665	
Locker	B	75	0.012665	0.012665	
Locker	B	76	0.012665	0.012665	
Locker	B	77	0.012665	0.012665	
Locker	B	78	0.012665	0.012665	
Locker	B	79	0.012665	0.012665	
Locker	B	80	0.012665	0.012665	
Locker	B	81	0.012665	0.012665	
Locker	B	82	0.012665	0.012665	
Locker	B	83	0.012665	0.012665	
Locker	B	84	0.012665	0.012665	
Locker	B	85	0.012665	0.012665	
Locker	B	86	0.012665	0.012665	
Locker	B	87	0.012665	0.012665	
Locker	B	88	0.012665	0.012665	
Locker	B	89	0.012665	0.012665	
Locker	B	90	0.012665	0.012665	
Locker	B	91	0.012665	0.012665	
Locker	B	92	0.012665	0.012665	
Locker	B	93	0.012665	0.012665	
Locker	B	94	0.012665	0.012665	
Locker	B	95	0.012665	0.012665	
Locker	B	96	0.012665	0.012665	
Locker	B	97	0.012665	0.012665	
Locker	B	98	0.012665	0.012665	
Locker	B	99	0.012665	0.012665	
Locker	B	100	0.012665	0.012665	
Locker	B	101	0.012665	0.012665	
Locker	B	102	0.012665	0.012665	
Locker	B	103	0.012665	0.012665	
Locker	B	104	0.012665	0.012665	
Locker	B	105	0.012665	0.012665	
C.A.C.F.	1	1	0.000001	0.000000	
201	2	1	0.455730	0.455730	0.269542
202	2	3	0.254894	0.254894	0.269542
203	2	4	0.245133	0.245133	0.269542
204	2	5	0.283424	0.283424	0.269542
205	2	6	0.255644	0.255644	0.269542
206	2	7	0.297689	0.297689	0.269542
207	2	8	0.249638	0.249638	0.269542
208	2	9	0.287178	0.287178	0.269542
209	2	10	0.432080	0.432080	0.269542
210	2	11	0.298815	0.298815	0.269542
211	2	12	0.282673	0.282673	0.269542
212	2	13	0.266906	0.266906	0.269542
213	2	14	0.412935	0.412935	0.269542
214	2	15	0.255269	0.255269	0.269542
215	2	16	0.266531	0.266531	0.269542
216	2	17	0.238752	0.238752	0.269542
217	2	18	0.301818	0.301818	0.269542
301	3	1	0.238376	0.238376	0.269542
302	3	2	0.255644	0.255644	0.269542
303	3	3	0.427200	0.427200	0.269542
304	3	4	0.343112	0.343112	0.269542
305	3	5	0.241379	0.241379	0.269542
306	3	6	0.283424	0.283424	0.269542
307	3	7	0.255644	0.255644	0.269542
308	3	8	0.296938	0.296938	0.269542
309	3	9	0.329973	0.329973	0.269542
310	3	10	0.438462	0.438462	0.269542
311	3	11	0.421194	0.421194	0.269542
312	3	12	0.296938	0.296938	0.269542
313	3	13	0.279670	0.279670	0.269542
314	3	14	0.305197	0.305197	0.269542
315	3	15	0.410683	0.410683	0.269542

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
316	3	16	0.302194	0.302194	0.269542
317	3	17	0.343112	0.343112	0.269542
318	3	18	0.331850	0.331850	0.269542
319	3	19	0.273288	0.273288	0.269542
320	3	20	0.239127	0.239127	0.269542
321	3	21	0.246260	0.246260	0.269542
322	3	22	0.235373	0.235373	0.269542
Locker	3	23	0.012665	0.012665	
Locker	3	24	0.012665	0.012665	
Locker	3	25	0.012665	0.012665	
Locker	3	26	0.012665	0.012665	
Locker	3	27	0.012665	0.012665	
Locker	3	28	0.012665	0.012665	
Locker	3	29	0.012665	0.012665	
401	4	1	0.238376	0.238376	0.269542
402	4	2	0.255644	0.255644	0.269542
403	4	3	0.427200	0.427200	0.269542
404	4	4	0.343112	0.343112	0.269542
405	4	5	0.241379	0.241379	0.269542
406	4	6	0.283424	0.283424	0.269542
407	4	7	0.255644	0.255644	0.269542
408	4	8	0.296938	0.296938	0.269542
409	4	9	0.329973	0.329973	0.269542
410	4	10	0.438462	0.438462	0.269542
411	4	11	0.421194	0.421194	0.269542
412	4	12	0.296938	0.296938	0.269542
413	4	13	0.279670	0.279670	0.269542
414	4	14	0.302194	0.302194	0.269542
415	4	15	0.449724	0.449724	0.269542
416	4	16	0.278168	0.278168	0.269542
417	4	17	0.399796	0.399796	0.269542
418	4	18	0.273288	0.273288	0.269542
419	4	19	0.239127	0.239127	0.269542
420	4	20	0.246260	0.246260	0.269542
421	4	21	0.235373	0.235373	0.269542
Locker	4	22	0.012665	0.012665	
Locker	4	23	0.012665	0.012665	
Locker	4	24	0.012665	0.012665	
Locker	4	25	0.012665	0.012665	
Locker	4	26	0.012665	0.012665	
Locker	4	27	0.012665	0.012665	
Locker	4	28	0.012665	0.012665	
Locker	4	29	0.012665	0.012665	
Locker	4	30	0.012665	0.012665	
Locker	4	31	0.012665	0.012665	
Locker	4	32	0.012665	0.012665	
501	5	1	0.238376	0.238376	0.269542
502	5	2	0.198209	0.198209	0.269542
503	5	3	0.286052	0.286052	0.269542
504	5	4	0.165174	0.165174	0.269542
505	5	5	0.198584	0.198584	0.269542
506	5	6	0.186947	0.186947	0.269542
507	5	7	0.222610	0.222610	0.269542
508	5	8	0.207969	0.207969	0.269542
509	5	9	0.242881	0.242881	0.269542
510	5	10	0.270660	0.270660	0.269542
511	5	11	0.233121	0.233121	0.269542
512	5	12	0.287553	0.287553	0.269542
513	5	13	0.202714	0.202714	0.269542
514	5	14	0.223736	0.223736	0.269542
515	5	15	0.241379	0.241379	0.269542
516	5	16	0.409181	0.409181	0.269542
517	5	17	0.416689	0.416689	0.269542
518	5	18	0.273288	0.273288	0.269542
519	5	19	0.239127	0.239127	0.269542
520	5	20	0.246260	0.246260	0.269542
521	5	21	0.235373	0.235373	0.269542
Locker	5	22	0.012665	0.012665	
Locker	5	23	0.012665	0.012665	
Locker	5	24	0.012665	0.012665	
Locker	5	25	0.012665	0.012665	
Locker	5	26	0.012665	0.012665	
Locker	5	27	0.012665	0.012665	
Locker	5	28	0.012665	0.012665	
Locker	5	29	0.012665	0.012665	
601	6	1	0.238376	0.238376	0.269542
602	6	2	0.198209	0.198209	0.269542
603	6	3	0.286427	0.286427	0.269542
604	6	4	0.165174	0.165174	0.269542
605	6	5	0.198584	0.198584	0.269542
606	6	6	0.186947	0.186947	0.269542
607	6	7	0.222610	0.222610	0.269542
608	6	8	0.207969	0.207969	0.269542
609	6	9	0.242881	0.242881	0.269542
610	6	10	0.270660	0.270660	0.269542
611	6	11	0.233121	0.233121	0.269542
612	6	12	0.287553	0.287553	0.269542
613	6	13	0.202714	0.202714	0.269542
614	6	14	0.223736	0.223736	0.269542
615	6	15	0.362632	0.362632	0.269542
616	6	16	0.385531	0.385531	0.269542
617	6	17	0.296187	0.296187	0.269542
618	6	18	0.251515	0.251515	0.269542

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SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
619	6	19	0.246260	0.246260	0.269542
620	6	20	0.235373	0.235373	0.269542
Locker	6	21	0.012665	0.012665	
Locker	6	22	0.012665	0.012665	
Locker	6	23	0.012665	0.012665	
Locker	6	24	0.012665	0.012665	
Locker	6	25	0.012665	0.012665	
Locker	6	26	0.012665	0.012665	
Locker	6	27	0.012665	0.012665	
701	7	1	0.238376	0.238376	0.269542
702	7	2	0.198209	0.198209	0.269542
703	7	3	0.286427	0.286427	0.269542
704	7	4	0.165174	0.165174	0.269542
705	7	5	0.198584	0.198584	0.269542
706	7	6	0.186947	0.186947	0.269542
707	7	7	0.222610	0.222610	0.269542
708	7	8	0.207969	0.207969	0.269542
709	7	9	0.242881	0.242881	0.269542
710	7	10	0.270660	0.270660	0.269542
711	7	11	0.233121	0.233121	0.269542
712	7	12	0.287553	0.287553	0.269542
713	7	13	0.202714	0.202714	0.269542
714	7	14	0.223736	0.223736	0.269542
715	7	15	0.358503	0.358503	0.269542
716	7	16	0.290932	0.290932	0.269542
717	7	17	0.293559	0.293559	0.269542
718	7	18	0.251515	0.251515	0.269542
719	7	19	0.246260	0.246260	0.269542
720	7	20	0.235373	0.235373	0.269542
801	8	1	0.238376	0.238376	0.269542
802	8	2	0.198209	0.198209	0.269542
803	8	3	0.286427	0.286427	0.269542
804	8	4	0.165174	0.165174	0.269542
805	8	5	0.198584	0.198584	0.269542
806	8	6	0.186947	0.186947	0.269542
807	8	7	0.222610	0.222610	0.269542
808	8	8	0.207969	0.207969	0.269542
809	8	9	0.242881	0.242881	0.269542
810	8	10	0.270660	0.270660	0.269542
811	8	11	0.233121	0.233121	0.269542
812	8	12	0.287553	0.287553	0.269542
813	8	13	0.202714	0.202714	0.269542
814	8	14	0.224111	0.224111	0.269542
815	8	15	0.421569	0.421569	0.269542
816	8	16	0.332225	0.332225	0.269542
817	8	17	0.251515	0.251515	0.269542
818	8	18	0.246260	0.246260	0.269542
819	8	19	0.235373	0.235373	0.269542
901	9	1	0.238376	0.238376	0.269542
902	9	2	0.198209	0.198209	0.269542
903	9	3	0.286427	0.286427	0.269542
904	9	4	0.165174	0.165174	0.269542
905	9	5	0.198584	0.198584	0.269542
906	9	6	0.186947	0.186947	0.269542
907	9	7	0.222610	0.222610	0.269542
908	9	8	0.207969	0.207969	0.269542
909	9	9	0.242881	0.242881	0.269542
910	9	10	0.270660	0.270660	0.269542
911	9	11	0.233121	0.233121	0.269542
912	9	12	0.287553	0.287553	0.269542
913	9	13	0.202714	0.202714	0.269542
914	9	14	0.289805	0.289805	0.269542
915	9	15	0.206092	0.206092	0.269542
916	9	16	0.337856	0.337856	0.269542
917	9	17	0.251515	0.251515	0.269542
918	9	18	0.246260	0.246260	0.269542
919	9	19	0.235373	0.235373	0.269542
1001	10	1	0.238376	0.238376	0.269542
1002	10	2	0.198209	0.198209	0.269542
1003	10	3	0.286427	0.286427	0.269542
1004	10	4	0.165174	0.165174	0.269542
1005	10	5	0.198584	0.198584	0.269542
1006	10	6	0.186947	0.186947	0.269542
1007	10	7	0.222610	0.222610	0.269542
1008	10	8	0.207969	0.207969	0.269542
1009	10	9	0.242881	0.242881	0.269542
1010	10	10	0.270660	0.270660	0.269542
1011	10	11	0.233121	0.233121	0.269542
1012	10	12	0.287553	0.287553	0.269542
1013	10	13	0.202714	0.202714	0.269542
1014	10	14	0.353247	0.353247	0.269542
1015	10	15	0.304071	0.304071	0.269542
1016	10	16	0.251515	0.251515	0.269542
1017	10	17	0.246260	0.246260	0.269542
1018	10	18	0.235373	0.235373	0.269542
1101	11	1	0.238376	0.238376	0.269542
1102	11	2	0.198209	0.198209	0.269542
1103	11	3	0.286427	0.286427	0.269542
1104	11	4	0.165174	0.165174	0.269542
1105	11	5	0.198584	0.198584	0.269542
1106	11	6	0.186947	0.186947	0.269542
1107	11	7	0.222610	0.222610	0.269542

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
1108	11	8	0.207969	0.207969	0.269542
1109	11	9	0.242881	0.242881	0.269542
1110	11	10	0.270660	0.270660	0.269542
1111	11	11	0.233121	0.233121	0.269542
1112	11	12	0.287553	0.287553	0.269542
1113	11	13	0.202714	0.202714	0.269542
1114	11	14	0.254894	0.254894	0.269542
1115	11	15	0.338232	0.338232	0.269542
1116	11	16	0.190326	0.190326	0.269542
1117	11	17	0.246260	0.246260	0.269542
1118	11	18	0.235373	0.235373	0.269542
1201	12	1	0.339358	0.339358	0.269542
1202	12	2	0.194080	0.194080	0.269542
1203	12	3	0.261651	0.261651	0.269542
1204	12	4	0.222610	0.222610	0.269542
1205	12	5	0.207969	0.207969	0.269542
1206	12	6	0.241004	0.241004	0.269542
1207	12	7	0.301443	0.301443	0.269542
1208	12	8	0.247010	0.247010	0.269542
1209	12	9	0.190326	0.190326	0.269542
1210	12	10	0.246260	0.246260	0.269542
1211	12	11	0.235373	0.235373	0.269542
1401	13	1	0.339358	0.339358	0.269542
1402	13	2	0.194080	0.194080	0.269542
1403	13	3	0.261651	0.261651	0.269542
1404	13	4	0.222610	0.222610	0.269542
1405	13	5	0.207969	0.207969	0.269542
1406	13	6	0.242881	0.242881	0.269542
1407	13	7	0.301818	0.301818	0.269542
1408	13	8	0.341610	0.341610	0.269542
1409	13	9	0.190326	0.190326	0.269542
1410	13	10	0.246260	0.246260	0.269542
1411	13	11	0.235373	0.235373	0.269542
1501	14	1	0.339358	0.339358	0.269542
1502	14	2	0.194080	0.194080	0.269542
1503	14	3	0.261651	0.261651	0.269542
1504	14	4	0.222610	0.222610	0.269542
1505	14	5	0.207969	0.207969	0.269542
1506	14	6	0.242881	0.242881	0.269542
1507	14	7	0.301818	0.301818	0.269542
1508	14	8	0.341610	0.341610	0.269542
1509	14	9	0.190326	0.190326	0.269542
1510	14	10	0.246260	0.246260	0.269542
1511	14	11	0.235373	0.235373	0.269542
1601	15	1	0.339358	0.339358	0.269542
1602	15	2	0.194080	0.194080	0.269542
1603	15	3	0.261651	0.261651	0.269542
1604	15	4	0.222610	0.222610	0.269542
1605	15	5	0.207969	0.207969	0.269542
1606	15	6	0.242881	0.242881	0.269542
1607	15	7	0.301818	0.301818	0.269542
1608	15	8	0.341610	0.341610	0.269542
1609	15	9	0.190326	0.190326	0.269542
1610	15	10	0.246260	0.246260	0.269542
1611	15	11	0.235373	0.235373	0.269542
1701	16	1	0.339358	0.339358	0.269542
1702	16	2	0.194080	0.194080	0.269542
1703	16	3	0.261651	0.261651	0.269542
1704	16	4	0.222610	0.222610	0.269542
1705	16	5	0.207969	0.207969	0.269542
1706	16	6	0.242881	0.242881	0.269542
1707	16	7	0.301818	0.301818	0.269542
1708	16	8	0.341610	0.341610	0.269542
1709	16	9	0.190326	0.190326	0.269542
1710	16	10	0.246260	0.246260	0.269542
1711	16	11	0.235373	0.235373	0.269542
1801	17	1	0.339358	0.339358	0.269542
1802	17	2	0.194080	0.194080	0.269542
1803	17	3	0.261651	0.261651	0.269542
1804	17	4	0.222610	0.222610	0.269542
1805	17	5	0.207969	0.207969	0.269542
1806	17	6	0.242881	0.242881	0.269542
1807	17	7	0.301818	0.301818	0.269542
1808	17	8	0.341610	0.341610	0.269542
1809	17	9	0.190326	0.190326	0.269542
1810	17	10	0.246260	0.246260	0.269542
1811	17	11	0.235373	0.235373	0.269542
1901	18	1	0.339358	0.339358	0.269542
1902	18	2	0.194080	0.194080	0.269542
1903	18	3	0.261651	0.261651	0.269542
1904	18	4	0.222610	0.222610	0.269542
1905	18	5	0.207969	0.207969	0.269542
1906	18	6	0.242881	0.242881	0.269542
1907	18	7	0.301818	0.301818	0.269542
1908	18	8	0.341610	0.341610	0.269542
1909	18	9	0.190326	0.190326	0.269542
1910	18	10	0.246260	0.246260	0.269542
1911	18	11	0.235373	0.235373	0.269542
2001	19	1	0.339358	0.339358	0.269542

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
2002	19	2	0.194080	0.194080	0.269542
2003	19	3	0.261651	0.261651	0.269542
2004	19	4	0.222610	0.222610	0.269542
2005	19	5	0.207969	0.207969	0.269542
2006	19	6	0.242881	0.242881	0.269542
2007	19	7	0.301818	0.301818	0.269542
2008	19	8	0.341610	0.341610	0.269542
2009	19	9	0.190326	0.190326	0.269542
2010	19	10	0.246260	0.246260	0.269542
2011	19	11	0.235373	0.235373	0.269542
2101	20	1	0.339358	0.339358	0.269542
2102	20	2	0.194080	0.194080	0.269542
2103	20	3	0.261651	0.261651	0.269542
2104	20	4	0.222610	0.222610	0.269542
2105	20	5	0.207969	0.207969	0.269542
2106	20	6	0.242881	0.242881	0.269542
2107	20	7	0.301818	0.301818	0.269542
2108	20	8	0.341610	0.341610	0.269542
2109	20	9	0.190326	0.190326	0.269542
2110	20	10	0.246260	0.246260	0.269542
2111	20	11	0.235373	0.235373	0.269542
2201	21	1	0.339358	0.339358	0.269542
2202	21	2	0.194080	0.194080	0.269542
2203	21	3	0.261651	0.261651	0.269542
2204	21	4	0.222610	0.222610	0.269542
2205	21	5	0.207969	0.207969	0.269542
2206	21	6	0.242881	0.242881	0.269542
2207	21	7	0.301818	0.301818	0.269542
2208	21	8	0.341610	0.341610	0.269542
2209	21	9	0.190326	0.190326	0.269542
2210	21	10	0.246260	0.246260	0.269542
2211	21	11	0.235373	0.235373	0.269542
2301	22	1	0.339358	0.339358	0.269542
2302	22	2	0.194080	0.194080	0.269542
2303	22	3	0.261651	0.261651	0.269542
2304	22	4	0.222610	0.222610	0.269542
2305	22	5	0.207969	0.207969	0.269542
2306	22	6	0.242881	0.242881	0.269542
2307	22	7	0.301818	0.301818	0.269542
2308	22	8	0.341610	0.341610	0.269542
2309	22	9	0.190326	0.190326	0.269542
2310	22	10	0.246260	0.246260	0.269542
2311	22	11	0.235373	0.235373	0.269542
2401	23	1	0.339358	0.339358	0.269542
2402	23	2	0.194080	0.194080	0.269542
2403	23	3	0.261651	0.261651	0.269542
2404	23	4	0.222610	0.222610	0.269542
2405	23	5	0.207969	0.207969	0.269542
2406	23	6	0.242881	0.242881	0.269542
2407	23	7	0.301818	0.301818	0.269542
2408	23	8	0.341610	0.341610	0.269542
2409	23	9	0.190326	0.190326	0.269542
2410	23	10	0.246260	0.246260	0.269542
2411	23	11	0.235373	0.235373	0.269542
2501	24	1	0.339358	0.339358	0.269542
2502	24	2	0.194080	0.194080	0.269542
2503	24	3	0.261651	0.261651	0.269542
2504	24	4	0.222610	0.222610	0.269542
2505	24	5	0.207969	0.207969	0.269542
2506	24	6	0.242881	0.242881	0.269542
2507	24	7	0.301818	0.301818	0.269542
2508	24	8	0.341610	0.341610	0.269542
2509	24	9	0.190326	0.190326	0.269542
2510	24	10	0.246260	0.246260	0.269542
2511	24	11	0.235373	0.235373	0.269542
2601	25	1	0.339358	0.339358	0.269542
2602	25	2	0.194080	0.194080	0.269542
2603	25	3	0.261651	0.261651	0.269542
2604	25	4	0.222610	0.222610	0.269542
2605	25	5	0.207969	0.207969	0.269542
2606	25	6	0.242881	0.242881	0.269542
2607	25	7	0.301818	0.301818	0.269542
2608	25	8	0.341610	0.341610	0.269542
2609	25	9	0.190326	0.190326	0.269542
2610	25	10	0.246260	0.246260	0.269542
2611	25	11	0.235373	0.235373	0.269542
2701	26	1	0.339358	0.339358	0.269542
2702	26	2	0.194080	0.194080	0.269542
2703	26	3	0.261651	0.261651	0.269542
2704	26	4	0.222610	0.222610	0.269542
2705	26	5	0.207969	0.207969	0.269542
2706	26	6	0.242881	0.242881	0.269542
2707	26	7	0.301818	0.301818	0.269542
2708	26	8	0.341610	0.341610	0.269542
2709	26	9	0.190326	0.190326	0.269542
2710	26	10	0.246260	0.246260	0.269542
2711	26	11	0.235373	0.235373	0.269542
PH01	27	1	0.339358	0.339358	0.269542
PH02	27	2	0.194080	0.194080	0.269542

**TRIBUTE DANFORTH LIMITED
LINX CONDOMINIUMS
SCHEDULE D**

Municipal No.	Level No.	Unit No.	PERCENTAGE INTEREST IN COMMON ELEMENTS	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET
PH03	27	3	0.261651	0.261651	0.269542
PH04	27	4	0.222610	0.222610	0.269542
PH05	27	5	0.207969	0.207969	0.269542
PH06	27	6	0.242881	0.242881	0.269542
PH07	27	7	0.301818	0.301818	0.269542
PH08	27	8	0.341610	0.341610	0.269542
PH09	27	9	0.190326	0.190326	0.269542
PH10	27	10	0.246260	0.246260	0.269542
PH11	27	11	0.235373	0.235373	0.269542
			100.000000	100.000000	100.000000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(STANDARD CONDOMINIUM)

Common Expenses without limiting the definition ascribed thereto, shall include the following:

- (a) All sums of money paid by the Corporation in the performance of its objects, powers and duties whether such objects, powers and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any by-laws of the Corporation or by agreement.
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums,
 - maintenance materials, tools and supplies,
 - utilities (hydro, water, etc) to service the Common Elements, including street lighting,
 - snow removal for roadways and to remove same from the site, if required, and landscaping of Common Elements,
 - water, stormwater management (including stormwater detention tank, if applicable), sewage and electricity respecting the Common Elements,
 - waste disposal and garbage collection,
 - bulk internet services (provided an agreement with an internet provider is in effect), and
 - computerized building integration, home automation and/or lifestyle management services (provided an agreement with such computerized building integration, home automation and/or lifestyle management services company is in effect),

Provided however that: (i) telephone and cable television/telecommunications service supplied to and utilized by each unit shall be separately invoiced and shall be paid for directly by the Owner thereof in addition to the Common Expenses; and (ii) utilities which are sub or check metered shall be separately invoiced and shall be paid for by the owner in addition to the common expenses.

- (c) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements.
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.
- (e) All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (f) All sums of money required to be paid to the reserve fund or as required by the Declaration or in accordance with the Corporation's budget.
- (g) The fees and disbursements of the Insurance Trustee, if any.
- (h) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws.
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.

- (j) All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into by the Corporation with a manager.
- (k) All sums required to comply with any storm and/or sanitary discharge agreement made with the City of Toronto in respect of the discharge of ground water.
- (l) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenants, residents, licensees or invitees.
- (m) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Municipal Agreements.
- (n) All sums of money paid or payable by the Corporation relating to or in order to comply with the Shared Facilities Agreement.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Declaration, the By-laws and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon for purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of Units x to x inclusive on Levels x to x inclusive may have exclusive use of that portion of the common elements to which their Unit provides sole and direct access, is designated as **Balcony** and is illustrated on Sheet _ , Part _ of the Description.
- b) The owner(s) of Units x to x inclusive on Levels x to x inclusive may have exclusive use of that portion of the common elements to which their Unit provides sole and direct access, is designated as **Terrace** and is illustrated on Sheet _ , Part _ of the Description.
- c) The owner(s) of Units x to x inclusive on Level x Units x to x inclusive on Level x may have exclusive use of that portion of the common elements to which their Unit provides sole and direct access, is designated as **Juliet Balcony** and is illustrated on Sheet _ , Part _ of the Description.

Notwithstanding the foregoing, any fixture, outlet, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION)
(UNDER CLAUSE 8 (1) (E) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.

OR

There are no underground garages.

5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor and outdoor swimming pools.

11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this day of, 20.....

.....
(signature)

Architect/Professional Engineer

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 1, 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 ● day of ●, 20●.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President – ●

Per: _____
Secretary – ●

We have authority to bind the Corporation.

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

BY-LAW NO. 1

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

ARTICLE I
DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**Declaration**") unless the context requires otherwise. All Section references utilized herein, unless the contrary is expressed, shall refer to Sections or Subsections of the Act.

ARTICLE II
SEAL

- 2.1 The seal of the Corporation shall be in the form impressed in the margin immediately beside this paragraph.

ARTICLE III
RECORDS

- 3.1 The Corporation shall maintain the following lists, items, records, and other documents (collectively referred to as the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of meetings of the board of directors of the Corporation (hereinafter called the "**Board**");
 - (c) a copy of the registered Declaration, registered By-laws and current Rules;
 - (d) a copy of all applications made under Section 109 to amend the Declaration, if any;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all Insurance Trust Agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the Property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with Subsection 47(1);
 - (j) notices received from an owner that the owner's unit has been leased together with the lessee's name, the owners address, a copy of the lease or renewal or a summary of same, pursuant to Subsection 83(1);
 - (k) notices received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to Subsection 83(2);
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;
 - (m) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;

- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio, or other communication services;
- (p) all other existing plans and information that are relevant to the repair or maintenance of the Property;
- (q) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "**ONHWP Act**") an executed copy of Form 3 of Ontario Regulation 49/01 to the ONHWP Act, and a copy of all final reports on inspections that the Corporation, within the meaning of the ONHWP Act, requires be carried out on the common elements;
- (r) a table that the Declarant has delivered pursuant to Section 43(5)(g) setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- (s) a copy of the schedule that the Declarant has delivered pursuant to Section 43(5)(h) setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (t) all reserve fund studies and plans to increase the reserve fund under Section 94(8);
- (u) copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (v) copy of all agreements entered into by or on behalf of the Corporation;
- (w) a copy of the written performance audit report received by the Corporation under Section 44(8);
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to Section 130 and Section 131, together with any report the Corporation receives from an inspector pursuant to Subsection 130(4);
- (y) a copy of all status certificates issued by the Corporation within the previous ten (10) years;
- (z) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years;
- (aa) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to Subsection 85(4) in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigation) involving the Corporation as contemplated in Subsection 55(4)(b) together with copies of all outstanding judgements against the Corporation as contemplated by Subsection 76(1)(h) of the Act;
- (dd) a copy of the budget for the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to Section 132 regarding any issue(s) in dispute involving the Corporation or to which the Corporation is party, together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;
- (ff) a copy of all orders made by the Condominium Authority Tribunal regarding any issues in dispute involving the Corporation or to which the Corporation is a party;
- (gg) a copy of all annual notices of assessment and notices of any extraordinary assessments;
- (hh) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requestor's response, sent to the owners pursuant to Section 26.3 or was required by said Section to be sent to the owners;

- (ii) all material and records provided to or obtained by the Corporation with respect to training courses completed by a person who is or was a director of the Corporation;
- (jj) records relating to the installation of an electric vehicle charging system carried out in accordance with the Act and that the Corporation creates or receives; and
- (kk) all other records as may be prescribed or specified in any other By-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting pursuant to Subsection 43(5)(m).

ARTICLE IV **MEETING OF UNIT OWNERS**

- 4.1 **Annual Meetings:** Pursuant to Subsection 45(2), the Board shall hold the first annual general meeting not more than three (3) months after registration of the Declaration and the subsequent annual meetings of the owners shall take place within six (6) months following the Corporation 's fiscal year end, and shall be held at such place and at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing Directors, confirming By-laws passed by Directors, appointing an auditor and fixing or authorizing the Board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the By-laws from time to time may require.
- 4.2 **Special Meetings:** The Board shall, upon receipt of a requisition in writing made by owners in the form prescribed in the Act, call and hold a meeting of the owners within the prescribed time set out in the Act or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.
- 4.3 **Notices:** Notice shall be given to owners in accordance with Section 47 and shall be prepared in accordance with the Act. At least fifteen (15) days written notice of the time, place and date of a meeting of owners shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the record (the "**Register**") of names and addresses of owners and mortgagees required to be maintained pursuant to Section 47, twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner (nor to any owner who has not provided an address for service to the Corporation) nor to any mortgagee who has not notified the Corporation of his or her address for service, and that he has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall include an agenda of the matters to be considered at such meeting. In the case of a notice to owners that is not a notice of meeting of owners, such notice shall be given to those persons whose names appeared in the Register five (5) days before the day the notice is given.
- 4.4 **Reports and Financial Statements:** The Corporation shall attach to any notice of an annual meeting a copy of the financial statements and auditors report of the Corporation for the previous fiscal year of the Corporation. A copy of the minutes of the meetings of owners and of the Board shall, within thirty (30) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying.
- 4.5 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, any person entitled to vote at the meeting, the auditor of the Corporation, the Directors and officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.6 **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote in respect of not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. Notwithstanding the foregoing, where quorum is not present at the first and second attempt to hold: (i) an annual general meeting; (ii) a meeting to elect one or more directors; or (iii) a meeting to appoint an auditor, a quorum for the transaction

of business at any third or subsequent attempt to hold such meeting is those owners who together own fifteen (15%) percent of the units in the Corporation, except that the foregoing shall not apply to any part of the business of such meeting that concerns the removal of a director or the removal of an auditor. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.

- 4.7 **Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.11 and 4.13 hereof, every owner of a unit shall be entitled to vote, if he or she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the chairperson of the meeting that he is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his or her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his or her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one (1) vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.8 **Conduct of Meetings and Method of Voting:** At any general or special meeting, the President of the Corporation (or to whomever he or she may delegate the responsibility) or failing him or her, the Vice-President, or failing him or her, some other person appointed by the Board or failing such appointment, such other person elected at the meeting shall act as Chairperson of the meeting and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him or her, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only or electronic means in accordance with Paragraph 4.14, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.
- 4.9 **Representatives:** An estate trustee, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a Corporation acts in such capacity, any person duly appointed as proxy for such Corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owners or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 4.11 shall apply.
- 4.10 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in the prescribed form in accordance with the Act and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulations. Proxies shall not be made irrevocable. The later proxy shall supersede an earlier proxy granted by an owner or mortgagee. A proxy instrument showing the latest date and time of signing shall supersede an earlier or an undated proxy instrument. Only a proxy instrument signed by the owner, a mortgagee of the unit or an attorney pursuant to a valid, written power of attorney, will be deemed valid. The Board may establish, by resolution of the Board, procedures for the depositing and registration of proxies, which shall have the same force and effect as if said procedures were part of this By-law.
- 4.11 **Co-owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.12 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the Declaration or the By-laws of the Corporation, be decided by a majority of the votes cast on the question.

- 4.13 **Entitlement to Vote:** Except where, under the Act or the By-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting, provided that such an owner may vote if the Corporation receives payment, by certified funds, of the arrears and all other costs and expenses owing before the meeting is held.
- 4.14 **Electronic Voting:** Notwithstanding any provision in the Corporation's by-laws with respect to the methods permitted for holding a vote or a recorded vote, votes for all questions proposed for consideration of the owners at a meeting of owners may be cast by a show of hands, personally or by proxy, or a recorded vote that is: (i) marked on a ballot cast personally or by a proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means. Votes cast by electronic voting shall be deemed a ballot for the purpose of any vote conducted at the meeting at which such ballot was cast. The electronic ballot shall be counted towards quorum as if an owner was present at the meeting. The telephonic or electronic voting system shall be in such form and contain such content and authentication procedures as may be prescribed by the Act or as otherwise may be approved by the Board from time to time.

ARTICLE V **BOARD OF DIRECTORS**

- 5.1 **Overall Function:** The affairs of the Corporation shall be managed by the Board.
- 5.2 **Number and Quorum:** The number of directors (collectively the "Directors" and individually a "Director") shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office. In no event shall the quorum be increased past a simple majority of the number of Directors of the Board.
- 5.3 **Qualifications:** Each Director and each officer shall be a natural person who is eighteen (18) or more years of age, but need not own a unit or reside in a unit in the Condominium.
- 5.4 **Disqualification:** A Director or officer immediately ceases to be a Director (or officer, as the case may be), if such person:
- (a) is or becomes an undischarged bankrupt;
 - (b) the person has been found, under the *Substitute Decisions Act, 1992* or the *Mental Health Act*, to be incapable of managing property;
 - (c) is a party to a matter before the Condominium Authority Tribunal, litigation, mediation, and/or arbitration against or with the Corporation;
 - (d) subject to the regulations set out in the Act, the person has been found to be incapable by any court in Canada or elsewhere;
 - (e) has not completed the required director training within six (6) months of being elected or appointed to the Board and/or has not sent evidence of same within fifteen (15) days of completion;
 - (f) the person has not complied with the prescribed disclosure obligations set out in the Act within the prescribed time;
 - (g) has registered against his or her unit a Certificate of Lien and the person does not obtain a discharge of the Lien within ninety (90) days of the registration of the Lien; or
 - (h) is a Director and fails to attend three (3) Board meetings in any given year and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably.
- 5.5 **Election and Term:** The Directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43, one (1) Director shall be elected to hold office for a term of one (1) year; one (1) Director shall be elected to hold office for a term of two (2) years; and one (1) Director shall be elected to hold office for a term of three (3) years. Such Directors may, however, continue to act until their successors are elected. If more than one (1) of such Directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the Director or Directors receiving the greater number of votes shall complete

the longest remaining terms of the resigning Directors. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

- 5.6 **owner-occupied Units:** If at least fifteen (15%) percent of the units are owner-occupied on or after the time at which the Board is required to call the turnover meeting pursuant to Section 43 (the '**Turnover Meeting**'), no persons other than the owners of owner-occupied units (as defined in Section 51(5)) may elect a person to or remove a person from one (1) of the positions on the Board (the "**Owner-Occupied Director**"). The Owner-Occupied Director shall be the Director for the one (1) year term, and thereafter when that position becomes vacant, the Director for that position shall be voted upon only by the owners of owner-occupied units. If the number of owner-occupied units does not exceed 15% at the Turnover Meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a Director whose term expires in that year shall be designated the Director to be elected by owners of owner-occupied units, and thereafter when that position becomes vacant, the Director for that position shall be voted upon only by the owners of owner-occupied units.
- 5.7. **Consent:** No election or appointment of a person as a Director shall be effective unless:
- (a) he or she consents in writing to act as a Director before his or her election or appointment or within ten (10) days thereafter; or
 - (b) he or she was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a Director.
- 5.8 **Removal of Directors:** A Director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any qualified person in place of any Director who has been so removed, or who has died or resigned, for the remainder of his or her term. The owner-Occupied Director may only be removed by a vote of the owners of the owner-occupied units.
- 5.9 **Filling of Vacancies:** If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of owners or as a result of the number of Directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of Directors in office, the Directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no Directors in office, the meeting may be called by any owner.
- 5.10 **Calling of Meetings of the Board of Directors:** Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and any other Director may determine; and the Secretary shall call meetings when directly authorized by the President and any other Director to do so. Unless otherwise provided in the By-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each Director at the address for service given by each Director to the Corporation (or if no such address for service has been given, then to his or her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Saturday, Sunday or a statutory holiday as defined by the *Interpretation Act* of Canada for that time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting. A Director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice unless the Director expressly objects to such failure at the meeting. If any notice of a Directors' meeting is mailed, telefaxed or couriered as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day following the date on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, electronically communicated or couriered.
- 5.11 **Board Meetings by Teleconference:** A meeting of the Board of Directors may be held or convened by way of teleconference, or any other form of communication system that allows all of the Directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the Directors participating in a meeting held or convened by such means have consented thereto, and a Director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of Section 35(5) and this By-law) to be present at such meeting. The Board may, by resolution signed by all of the Directors, provide their consent, in advance, to have meetings of the Board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Board by any Director of a written notice revoking his or her consent to such resolution.

- 5.12 **Regular Meetings:** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 5.13 **First Meeting of New Board:** The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the Directors of the Board were elected, provided that a quorum of Directors is present.
- 5.14 **Disclosure by Directors of Interest in Contracts:** Every Director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a Director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party, shall declare his or her interest in such contract or transaction, at a meeting of the Directors of the Corporation and shall, at that time, disclose in writing the nature and extent of such interest. Such Director shall not be present during discussion at a meeting, shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum, unless the Director's interest in it is or would be limited solely to the insurance described in Section 39 or his or her remuneration as a Director, officer or employee of the Corporation, or unless the Director's interest arises or would arise solely because the Director is a Director, officer or employee of the declarant, if the Director has been appointed to the first Board by the declarant under Subsection 42 (1). A general notice to the Board by a Director declaring that he is a Director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his or her interest in relation to any contract so made. If a Director has complied with the requirements of the Act contemplated in this Section, then such Director, if he was acting honestly and in good faith at the time the contract or transaction was or is entered into, is not, by reason only of holding the office of Director, accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the Director's interest therein.
- 5.15 **Standard of Care:** Every Director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.16 **Protection of Directors and Officers:** No Director or officer shall be liable for the acts, neglect or default of any other Director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested (provided, however, that such investment was made in compliance with the requirements of the Act), or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with his or her own dishonest or fraudulent act or acts.
- 5.17 **Indemnity of Directors and Officers:** Every Director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done, permitted to be done by him, or omitted to be done by him, in respect of the execution of the duties of his or her office; and
 - (b) all other costs, charges and expenses which such Director or officer sustains or incurs in respect of the affairs of the Corporation;
- (hereinafter collectively referred to as the "**Liabilities**") unless the Act or the By-laws of the Corporation otherwise provide, on the understanding that:
- (a) no Director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or proceeding in which such Director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;

- (b) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the Director or officer receives notice thereof or otherwise becomes aware of same; and
 - (c) the Corporation is given the right to join in the defense of any such action, suit or proceeding.
- 5.18 **Indemnity insurance:** Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every Director and officer of the Corporation in order to indemnify them against the Liabilities.
- 5.19 **Consent of Director at Meeting:** A Director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat unless such Director:
- (a) requests that his or her dissent is entered in the minutes of the meeting; or
 - (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.
- A Director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.
- 5.20 **Deemed Consent of Director:** A Director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the Director:
- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
 - (b) delivers a written dissent to the Corporation, personally or by registered mail.
- 5.21 **Minutes:** While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following:
- (a) the date, time and place of the meeting;
 - (b) those present in person and by proxy at the meeting;
 - (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
 - (d) confirmation of the due calling of the meeting;
 - (e) confirmation of quorum;
 - (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
 - (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
 - (h) the adjournment of the meeting; and
 - (i) certification of the Secretary and Chair of the meeting.

ARTICLE VI **OFFICERS**

- 6.1 **Elected President:** At the first meeting of the Board, and after each election of the Directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office of the President may be filled by the Board from among its members.
- 6.2 **Appointed Officers:** From time to time the Board shall appoint a secretary (the "**Secretary**"), and may appoint one or more vice-presidents (the "**Vice Presidents**"), a general manager (the "**General Manager**"), a treasurer (the "**Treasurer**") and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one

office, and if the same person holds both the office of the Secretary and the office of Treasurer, he or she may be known as the secretary-treasurer (the "**Secretary-Treasurer**").

- 6.3 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
- 6.4 **President:** The president (the "**President**") shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business affairs of the Corporation. Except when the Board has appointed a General Manager or managing director (the "**Managing Director**"), the President shall also have the powers and be charged with the duties of that office.
- 6.5 **Vice-President:** During the absence of the President, his or her duties may be performed and his or her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the Board), save that no Vice-President shall preside at a meeting at the Board or at a meeting of owners who is not qualified to attend such meeting as a Director or owner, as the case maybe. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.
- 6.6 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, Directors, auditors, mortgagees and all others entitled thereto. The Secretary shall attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The Secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- 6.7 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, the Treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The Treasurer shall render to the Board at any meeting thereof, or whenever required of the Treasurer, an account of all his or her transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.
- 6.8 **General Manager:** The General Manager, if one is appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove and all employees and agents of the Corporation not elected or appointed directly by the Board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the Board shall be settled by the Board from time to time.
- 6.9 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the Board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 6.10 **Agents and Attorneys:** The Board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the Board may think fit in its sole discretion.
- 6.11 **Committees:** In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time establish or constitute such advisory committees to advise and make recommendations to the Board in connection with any activities undertaken or under consideration by the Board, including those related to management, budget, rules and/or any other matters related to the common elements or facilities, services or amenities or any portion thereof. The members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.
- 6.12 **Condominium Management:** Only a licensed condominium manager or licensed condominium management company under the *Condominium Management Services Act, 2015* (the "**Condominium Manager**") may be appointed by the Board from time to time. The condominium manager shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the Board and the supervision of the President. The duties, services, remuneration and any contractual provisions applicable to the Condominium Manager shall be specified in writing as determined from time to time by the Board. The Board may permit the Condominium Manager to exercise some or all of the specified services normally provided by a Condominium Manager, subject to any appropriate adjustments to any

condominium management agreement currently in effect as may be mutually agreed with the Condominium Manager. The services rendered by the Condominium Manager shall be specified in writing and shall be exclusive of the services rendered by the Directors.

ARTICLE VII
BANKING ARRANGEMENTS AND CONTRACTS

- 7.1 **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation 's behalf by any one or more officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation 's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation 's behalf to facilitate such banking business.
- 7.2 **Execution of Instruments:** Subject to the provisions of the Act and subject to the provisions of any other By-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President, together with the Secretary or any other Director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
- 7.3 **No Seal:** Despite anything contained in this By-law to the contrary, any type or class of document, contract, or other writing otherwise requiring a seal need not be executed under seal of the Corporation by any person nor duly witnessed, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation " is clearly set out below the signature(s), and such a document, contract, or other writing has the same effect for all purposes as if executed under seal.
- 7.4 **Execution of the Status Certificate, Certificates of Lien and Discharges of Lien, Information Certificates, Condominium Returns and Notices of Change:** Status certificates, certificates and discharge of lien, information certificates, condominium returns and notice of change as required by the Act may be signed by any officer or Director of the Corporation or any person authorized by resolution of the Board with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII
FINANCIAL YEAR-END

- 8.1 Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end in each year on the last day of the month in which the Declaration and description creating the Corporation were registered.

ARTICLE IX
THE CORPORATION

- 9.1 **Duties of the Corporation:** In addition to the duties and obligations set forth in the Declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- (a) operating, caring, upkeeping, repairing, maintaining, controlling, managing and administering the common elements and assets of the Corporation;
 - (b) collecting the common expenses assessed against the owners;
 - (c) arranging for the supply of all requisite private or public utility services to the common elements and to the units (unless separately metered), except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for any indirect or

consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;

- (d) obtaining and maintaining such insurance for damage to the units and common elements (save for insurance for damage to improvements made to a dwelling unit), as may be required by the Act, the Declaration or the By-laws;
- (e) obtaining and maintaining such insurance for the benefit of all Directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any such Directors or officers incurred as a result of contravention of any duties imposed upon him or her pursuant to the Act;
- (f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the Declaration and the By-laws;
- (g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the By-laws;
- (i) effecting compliance by the owners, residents, tenants, licencees, employees, and invitees with the Act, the Declaration, the By-laws and the rules;
- (j) providing status certificates, and such statements and information as may be prescribed by the Act;
- (k) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (l) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements, assets and portions of the units that the Corporation is obligated to maintain, if applicable;
- (m) the calling and holding of meetings of owners and the Board and the delivery of notices as required by the Act;
- (n) the preparation and delivery of periodic information certificates, information certificate updates and new owner information certificates to be sent to owners in accordance with Section 26.3 unless exempted pursuant to the Act;
- (o) the payment of all fees and assessments levies from time to time by the Condominium Authority pursuant to the Act;
- (p) the preparation and filing of all returns and notices with the Registrar as may be required from time to time by the Act in accordance with the timelines prescribed in the Act;
- (q) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation;
- (r) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act;
- (s) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation 's lien arising pursuant to Section 85(1) against each unit in respect of which the owner has defaulted in the payment of common expenses; and
- (t) keeping and maintaining adequate records as set out in the Act and the By-laws from time to time, including without limitation, those records set out in Article III hereof.

9.2 **Powers of the Corporation:** The powers of the Corporation shall include, but shall not be limited to, the following:

- (a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the common elements;

- (b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- (c) employing a building manager or management company at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act;
- (e) commencing, responding to, settling, adjusting, compromising or referring to the Condominium Authority Tribunal, mediation and/or arbitration or litigation any disputes and/or claims which may be made upon, against or asserted on behalf of the Corporation;
- (f) the borrowing of such amounts in any fiscal year as the Board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and By-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the Board may maintain overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the owners;
- (g) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- (h) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the Board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (i) leasing any part of the non-exclusive use common elements, or granting any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the non-exclusive use common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby on the express understanding that to the extent that Subsection 21(1) requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;
- (j) the right, but not the obligation, to lease or grant a license, easement or access rights in favour of any telecommunications provider or utility provider which provides services to the owners and residents of units with respect to any part of the common elements and assets of the Corporation (except such common elements over which an owner has the exclusive use), for such consideration, during such term and upon such provisions and conditions as the Board may determine to be in the best interest of the owners from time to time;
- (k) the right, but not the obligation, to enter into a bulk telecommunications agreement with a telecommunications provider who shall provide telecommunication services to the owners and residents of units for such consideration, during such term and upon such provisions and conditions as the Board may determine to be in the best interests of the owners from time to time, in which event the Corporation shall have a duty to pay the bulk telecommunications fee and any related expense which it contracts to incur, which amounts shall constitute a common expense to the Corporation;
- (l) the holding of residents' social activities and purchasing of gifts or making donations where there is a death or illness of an owner or resident or for a service award for an employee or an owner or resident's volunteer contribution to the Corporation, provided such costs for the foregoing are reasonable;

- (m) the authority to object to assessments under the *Assessments Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses; and
- (n) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement with an individual or a corporation to manage the affairs, assets, units and common elements of the Corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (ii) an Insurance Trust Agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (iii) entering into or assuming, as applicable, an agreement required by the supplier of any utility or service to the Corporation upon such terms as the Board may determine in its sole discretion;
 - (iv) entering into or assuming, as applicable, shared facilities, cost sharing or reciprocal operating agreement(s) with adjacent property owners and/or condominium corporations;
 - (v) entering into or assuming, as applicable, any agreement with a municipality, where such agreement by its terms requires assumption or requires that the Corporation directly enter into an agreement with the municipality;
 - (vi) entering into or assuming, as applicable, any agreement with a third party supplier of computerized building integration, home automation and/or lifestyle management services to the Corporation upon such terms as the Board may determine in its sole discretion; and
 - (vii) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board, from time to time; and
- (o) the delegation to such one or more of the officers and/or directors of the Corporation as may be designated by the directors, all or any of the powers conferred by the foregoing clauses of this Paragraph 9.2 and in such manner as the directors shall determine at the time of such delegation.

ARTICLE X **NOTICE**

- 10.1 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the Declaration, this By-law, or any other By-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served, shall be sufficiently given or served if given in accordance with the following:
- (a) **to an owner**, who has notified the Corporation of his or her interest in any unit and his or her address for service, by giving same to him, (or to any Director or officer of the owner, if the owner is a Corporation) either
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner to the Corporation; or
 - (ii) facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner; or
 - (iii) delivered at the owners unit or at the mail box for the unit unless,
 - (1) the party giving the notice has received a written request from the owner that the notice not be given in this manner, or
 - (2) the address for service that appears in the record is not the address of the unit of the owner.
 - b) **to a mortgagee**, who has notified the Corporation of his or her interest in any unit and his or her address for service, and has confirmed that it has under the terms of the

mortgage the right to vote at a meeting of owners in the place of the unit owner (or to consent in writing in the place of the unit owner), by giving same to him or her, or to any Director or officer of the mortgagee, either:

- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner.
- c) **to the Corporation.** by giving same personally to any Director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;
- 10.2 **Receipt of Notice:** If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the third (3rd) business day following the day on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, or couriered (or sent by electronic mail, or any other method of electronic communication, if previously agreed to by the owner or mortgagee).
- 10.3 **Omissions and Errors:** The accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or Directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

- 11.1 **Duties of the Board Concerning Common Expenses:** The common expenses, as provided for in the Act and in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of the Declaration. The Board shall, from time to time, and at least once annually, prepare the budget for the property and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.
- 11.2 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain such reserve funds in accordance with the requirements of the Act, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation . Moreover, the Board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), shall conduct subsequent reserve fund studies or updates thereof (at the times prescribed by the Act or the regulations thereto), shall notify the owners and the auditor, and shall implement the plan for future funding of the reserve, in order to make sufficient provision for a reserve fund in the annual budget.
- 11.3 **Notice of Common Expenses to owners:** The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the By-laws of the Corporation.
- 11.4 **owners Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner's unit, in equal monthly instalments due and payable on the first (1st) day of each and every month throughout the twelve (12) month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their tenants, residents, employees, invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.05 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the

annual assessment, by the Board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the Board may otherwise determine.

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 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; and
- (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 or 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 himself, 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

13.1 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 (2) 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.

- 13.2 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 greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

ARTICLE XIV
MISCELLANEOUS

- 14.1 **Invalidity**: The invalidity of any part or parts of this By-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.
- 14.2 **Gender**: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 14.3 **Waiver**: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 14.4 **Headings**: The headings in the body of this By-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 14.5 **Statutory References**: Any references to a Section or Sections of the Act in this By-law (or in any By-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate Section or Sections (as the case may be) of any successor legislation to the Act.

DATED this • day of •, 20•.

Toronto Standard Condominium Corporation No. • hereby enacts the foregoing By-law, having been duly approved by all of the Directors of the Corporation and confirmed, without variation, by the declarant who owns one hundred (100%) percent of the units in the Corporation, pursuant to the provisions of the Act.

TORONTO STANDARD CONDOMINIUM CORPORATION
NO. •

Per. _____
President – •

Per _____
Secretary – •

I/We have authority to bind the Corporation.

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 2, 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 day of , 20 .

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

BY-LAW NO. 2

BE IT ENACTED AS By-Law No. 2 of TORONTO STANDARD CONDOMINIUM CORPORATION NO. ● (hereinafter referred to as the "**Corporation**") as follows:

The Directors of the corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (c) delegate to such one or more of the Officers and Directors of the Corporation as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the Directors shall determine at the time of such delegation;
- (d) give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than one month's total contribution to common expenses for any one occurrence shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

The foregoing By-Law is hereby enacted as By-Law No. 2 of Toronto Standard Condominium Corporation No. ●

DATED at Pickering, the ● day of ●, 20●.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title:

We have authority to bind the Corporation.

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 3, 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 bylaw.

DATED this day of , 20 .

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"
BY-LAW NO. 3
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

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

1. That the Corporation enter into an agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Agreement**") with Tribute (Danforth) Limited (hereinafter called the "**Declarant**") agreeing to the following:
 - (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998 the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation;
 - (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property (as that term is defined in the declaration), the Corporation and the Building (as that term is defined in the declaration) shall be through the process established for and administered by Tarion Warranty Corporation;
 - (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
 - (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement;
 - (e) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee, agent or trustee of another person, firm, corporation, partnership, limited partnership or other legal entity and the such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any right, claims or causes of action against any person, firm, corporation or legal entity other than the legal entity as the Declarant.
 - (f) the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting; and
 - (g) the Agreement shall enure to the benefit of and be binding upon their respective successors and assigns of the parties hereto.

2. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Cost Sharing Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 3 of Toronto Standard Condominium Corporation No. ●.

DATED at Toronto, the ● day of ●, 20●.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary
We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. ●**

(hereinafter called the "**Corporation**")

OF THE FIRST PART;

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Declarant**")

OF THE SECOND PART;

WHEREAS the Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT● (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. ● (the "**Condominium Plan**"), relating to the land and any interest appurtenant to the land described in the Description located at 276-294 Main Street, Toronto, Ontario (the "**Property**");

AND WHEREAS the Corporation has agreed to enter into an Agreement with the Declarant made effective as of ●, being the registration date of the Corporation with respect to any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Corporation and the Building, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree that, effective ●, being the registration date of the Corporation:

1. the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998, the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation;
2. the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating other Property, the Corporation and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
3. the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
4. the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement;
5. the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee, agent or trustee of another person, firm, corporation, partnership, limited partnership or other legal entity and the such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any right, claims or causes of action against any person, firm, corporation or legal entity other than the legal entity as the Declarant
6. the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting; and

7. the Agreement shall enure to the benefit of and be binding upon their respective successors and assigns of the parties hereto.
8. the parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
9. this Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

TRIBUTE (DANFORTH) LIMITED

Per: _____
Name:
Title: President

I have authority to bind the corporation.

**BY-LAW NO. 4
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●**

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

1. That the Corporation enter into an assumption agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Assumption Agreement**") for the purposes of:
 - (a) confirming the provisions of that certain municipal agreement made the ● day of ●, 20● between Tribute (Danforth) Limited and the City of Toronto (the "**Municipal Agreement**"); and
 - (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Municipal Agreement.
2. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 4 of Toronto Standard Condominium Corporation No. ●.

DATED at Toronto, the ● day of ●, 20●.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

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

OF THE FIRST PART;

- and -

TRIBUTE (DANFORTH) LIMITED
(hereinafter called the "**Declarant**")

OF THE SECOND PART.

WHEREAS the Declarant and the City of Toronto entered into a municipal agreement made the ● day ●, 20● (the "**Municipal Agreement**"), which agreement was registered against title to Toronto Standard Condominium Plan No. ● on ●, 20●;

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Municipal Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Condominium Corporation covenants and agrees that as of and from the date of registration of the Declaration of the Condominium Corporation that it hereby acknowledges its obligations as specified in the Municipal Agreement and that it covenants and agrees to comply therewith.
2. It is expressly understood and agreed, that subject to the Declarant's obligations pursuant to the Municipal Agreement arising prior to the registration and creation of the Condominium Corporation, upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Municipal Agreement and the Condominium Corporation further covenants to indemnify and save the Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Municipal Agreement.
3. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
4. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
5. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary
I/We have authority to bind the Corporation.

TRIBUTE (DANFORTH) LIMITED

Per: _____
Name:
Title: President
I have authority to bind the Corporation

**BY-LAW NO. 5
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●**

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

1. That the Corporation enter into an assumption agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Assumption Agreement**") with ● (hereinafter called "●") for the purposes of:
 - (a) confirming the provisions of the Declaration of the Corporation pertaining to the Shared Facilities Agreement as defined in the Assumption Agreement; and
 - (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Shared Facilities Agreement (as defined in the Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Shared Facilities Agreement to be observed and performed by Tribute (Danforth) Limited, and to release and indemnify Tribute (Danforth) Limited as therein contained.
2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Shared Facilities Agreement.
3. That all terms, provisions and conditions set out in the Shared Facilities Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.
4. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Shared Facilities Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 5 of Toronto Standard Condominium Corporation No. ●.

DATED at Toronto, the ● day of ●, 20●.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. ●**

(hereinafter called the "**Condominium Corporation**")

OF THE FIRST PART;

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Office Area Owner**")

OF THE SECOND PART.

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**For Profit Parking Area Owner**")

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Retail/Commercial Owner**")

OF THE THIRD PART.

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Declarant**")

OF THE FOURTH PART.

WHEREAS Office Area Owner, the For Profit Parking Area Owner and the Retail/Commercial Owner have entered into a reciprocal rights and Shared Facilities agreement (the "**Shared Facilities Agreement**") made as of the ● day of ●, 20● for the purposes of providing for the mutual use, maintenance, repair, replacement, governance and Shared Facilities of certain of the Shared Facilities (as therein defined) which serve and benefit the parties to the Shared Facilities Agreement;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description has been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. ● (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Shared Facilities Agreement to be observed and performed by the Declarant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Condominium Corporation acknowledges receipt of a true copy of the Shared Facilities Agreement.
2. The Condominium Corporation covenants and agrees that as of and from the date of the registration of the Declaration of the Condominium Corporation that it will assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in and under the Shared Facilities Agreement to be observed and performed by the Declarant.

3. It is expressly understood and agreed, that subject to the Declarant's obligations of payment pursuant to the Shared Facilities Agreement arising prior to the registration and creation of the Condominium Corporation , upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Shared Facilities Agreement and the Condominium Corporation further covenants to indemnify and save the Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Shared Facilities Agreement.
4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
 Name:
 Title: President

Per: _____
 Name:
 Title: Secretary
 I/We have authority to bind the Corporation.

TRIBUTE (DANFORTH) LIMITED

Per: _____
 Name:
 Title: President
 I have authority to bind the Corporation

TRIBUTE (DANFORTH) LIMITED

Per: _____
 Name:
 Title: President
 I have authority to bind the Corporation

TRIBUTE (DANFORTH) LIMITED

Per: _____
 Name:
 Title: President
 I have authority to bind the Corporation

TRIBUTE (DANFORTH) LIMITED

Per: _____
 Name:
 Title: President
 I have authority to bind the Corporation

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 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 bylaw.

DATED this day of , 20 .

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"
BY-LAW NO. 6
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

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

1. That the Corporation enter into an assignment and assumption agreement (hereinafter called the "**Assumption Agreement**") with ● and Tribute (Danforth) Limited (hereinafter called the "**Declarant**") substantially in the form of Schedule "A" attached hereto or in such other form as required by the Declarant for the purposes of:

- (a) confirming the provisions of the Declaration of the Corporation pertaining to the Smart Meter Agreement as defined in the Assumption Agreement; and
- (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Smart Meter Agreement (as defined in the Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Smart Meter Agreement to be observed and performed by the Declarant, and to release and indemnify the Declarant as therein contained.

2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Smart Meter Agreement.

3. That all terms, provisions and conditions set out in the Smart Meter Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

4. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Smart Meter Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 6 of Toronto Standard Condominium Corporation No. ●.

DATED at Toronto, the ● day of ●, 20●.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____

Name:

Title: President

Per: _____

Name:

Title:

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. ●**

(hereinafter called the "**Condominium Corporation**")

OF THE FIRST PART;

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Declarant**")

OF THE SECOND PART;

- and -

●
(hereinafter called the "**Supplier**")

OF THE THIRD PART.

WHEREAS ● (the "**Supplier**") and the Declarant have entered into a smart meter installation and services agreement (the "**Smart Meter Agreement**") made as of the ● day of ●, 20● for the supply and installation of unit smart meter systems and for unit smart meter services in the Condominium;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. ● (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Smart Meter Agreement to be observed and performed by the Declarant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Condominium Corporation acknowledges receipt of a true copy of the Smart Meter Agreement.
2. As of the date of this Agreement, the Corporation hereby:
 - (a) assumes all rights, obligations and liabilities of the Declarant under the Smart Meter Agreement;
 - (b) agrees to pay all amounts by the Declarant, if any, under the Smart Meter Agreement, in the manner set forth in the Smart Meter Agreement; and
 - (c) agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Smart Meter Agreement to be done, observed, performed and kept by the Declarant as if the Condominium Corporation were an original party to the Smart Meter Agreement and as such had executed the Smart Meter Agreement.
3. It is expressly understood and agreed, that subject to the Declarant's obligations of payment pursuant to the Smart Meter Agreement arising prior to the registration and creation of the Condominium Corporation, upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Smart Meter Agreement and the Condominium Corporation hereby covenants to indemnify and save the

Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Smart Meter Agreement.

- 4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
- 5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

TRIBUTE (DANFORTH) LIMITED

Per: _____
Name:
Title:
I have authority to bind the corporation.

●

Per: _____
Name:
Title:
I have authority to bind the corporation.

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 7, 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 bylaw.

DATED this day of , 20 .

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

BY-LAW NO. 7

(STANDARD UNIT BY-LAW)

WHEREAS Toronto Standard Condominium Corporation No. ● (the "**Corporation**") wishes to establish the criteria applicable to one class of Standard Units of the Corporation, being a Suite Standard Unit for the purposes of determining the Corporation's obligations to repair after damage and to insure the Standard Improvements as specified for the Suite Standard Unit, with the exception of the Exclusions referred to in paragraph 5 hereof, in accordance with requirements of s. 56(1) (h), 89 and 99 of the *Condominium Act, 1998* (the "**Act**");

AND WHEREAS the purpose of this Standard Unit By-law is to focus only upon the Corporation's obligation to repair after damage and insure both the Basic Unit and Standard Improvements thereto specified with respect to the Suite Standard Unit, and related issues referred to in this Standard Unit By-law.

BE IT ENACTED as a By-Law of the Corporation as follows:

Classes of Standard Unit

1. The Corporation shall have one (1) Class of Standard Unit applicable to its residential dwelling units, consisting of a suite standard unit (the "**Suite Standard Unit**"), to be known as a Standard Unit:

Repair and Insure Standard Unit

2. The Corporation shall repair after damage and shall insure the Standard Unit.

Suite Standard Unit

3. A Suite Standard Unit for the purpose of determining the Corporation's responsibility to repair after damage and insure the Standard Improvements (with the exception of any exclusions referred to in paragraph 5 hereof) shall be defined to include the Basic Unit and its Standard Improvements for this Class of Unit, as follows:
 - (a) Basic Unit — The Basic Unit shall consist of the building components situated within the horizontal and vertical boundaries of each residential dwelling unit, subject to any specified inclusions or exclusions referred to in Section 1.05(a) of the declaration of the Corporation and as otherwise referred to in Schedule "C" attached to the Corporation's declaration and description (the "**Basic Unit**"); and
 - (b) Standard Improvements — Standard Improvements shall consist of the following components originally installed by the Declarant in a residential dwelling unit before registration of the declaration and description (or replaced thereafter to the extent they meet the as-built building standard when originally constructed) or as otherwise specified below, to the extent any such component is located, or deemed to be located, within the unit boundary of a residential dwelling unit:
 - (i) all unit-side ceiling construction components and ceiling drywall with a painted, parged or stipple finish as may exist in the unit (including the lower surface finish thereof);
 - (ii) all unit-side wall construction components and wall drywall (including the unit-side painted surface thereof);
 - (iii) all unit-side floor construction components and flooring, including the upper concrete floor surface thereof, but excluding carpeting, underpad, tiles, hardwood flooring, sound-proofing and other flooring and any other improvements or betterments, whether originally installed by the Declarant or an owner;
 - (iv) all in-wall electrical switches, outlets (including electrical receptacles, outlets and switches in any exclusive use common element area), connection boxes, in-ceiling lighting fixtures, wiring and electrical items ancillary thereto, together with any telephone and cable wiring and outlets;
 - (v) all in-unit heating, air conditioning and ventilating equipment, fans, fan coils, thermostat, ducts, pipes and related components;
 - (vi) smoke, heat and carbon monoxide detectors, (except batteries), fire alarm, sprinklers, intercom, thermostat and exhaust fans;
 - (vii) any other Standard Improvements specified in Schedule "A" attached hereto.

Exclusions

4. Notwithstanding the foregoing definition of Standard Improvements referred to in paragraph 3 hereof, a Standard Unit shall exclude each of the following components and the following criteria shall be excluded from the Standard Improvements accordingly:
- (a) any portion of another unit and any portion of the common elements including any exclusive use common elements;
 - (b) any extras ordered by the original purchaser from the declarant to the extent they are in excess of the as-built building standard Standard Improvements;
 - (c) any improvement to or betterment made by an owner, tenant or resident to the unit; any improvement, betterment or substitution for an original Standard Improvement to the extent it is different in nature, greater in scope or extent, or of a quality exceeding the as-built building standard Standard Improvement as originally installed; provided that if an owner provides written notice to the Corporation that the Owner wishes to substitute an improvement, betterment or extra over and above the building standard Standard Improvement before the Corporation has contracted to replace any such Standard Improvement to the building standard, the Corporation may elect to reimburse the Owner to the extent of the standard cost of such a building standard Standard Improvement in lieu of replacement of the building standard Standard Improvement;
 - (d) maintenance, cleaning, repairs or replacement arising from wear and tear rather than from a specific event of damage, including, without restriction, any maintenance for which the unit owner is deemed to be responsible as stated in the Corporation's declaration;
 - (e) an item, event, circumstance, condition or exclusion in the Corporation's insurance policy, to the extent it precludes the Corporation from receiving insurance proceeds to pay the cost of a repair after damage;
 - (f) if the unit owner is responsible therefor, the amount of the insurance deductible, to the extent of the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy;
 - (g) the surface finishes of any wall, floor, ceiling, door, frame, cabinet, fixture or other Standard Improvements, other than the as-built building standard finishes in accordance with the quality of materials and finishes when originally constructed;
 - (h) fixtures, appliances, facilities, or equipment (other than as specifically referred to in the list of Standard Improvements applicable to the particular Class of Standard Unit), furniture, ornaments, decorations, window coverings, household and personal effects and contents;
 - (i) carpeting, under-padding, tiles, hardwood flooring, sound-proofing and other flooring improvements or betterments (including without limitation marble, granite, limestone, ceramic tile or any other type of tile or floor covering), whether originally installed by the Declarant or an owner;
 - (j) damage caused to a Standard Improvement in the Basic Unit where an event of damage originated, if caused by arson or a willful or criminal act of the owner of the Basic Unit or a tenant, resident, employee, agent, contractor, visitor or guest thereof;
 - (k) a Standard Parking Unit shall consist of only its bare walls and shall exclude all fixtures, equipment, appliances, any alterations, additions or improvements thereto and any contents or chattels;
 - (l) a Standard Storage Unit shall consist of only its bare walls (whether drywall or some other form of wall or delineation such as chicken wire) and shall exclude all fixtures, equipment, appliances, any alterations, additions or improvements thereto and any contents or chattels; and
 - (m) damage arising in the Basic Unit where an event of damage originated because a smoke detector, carbon monoxide detector, heat detector, fire alarm, intercom, window latch or any other required safety or security device (collectively the "**Security Devices**" and individually a "**Security Device**") is missing, disconnected or not installed as required in such Basic Unit or any failure by an owner of such Basic Unit to maintain any such Security Device or to provide and replace batteries, when required, from time to time.

Dispute Resolution

5. In the event any dispute arises with respect to any aspect pertaining to any of the provisions set out herein, including, without restriction, the interpretation or legal effect of any such provision, the nature, scope, location or extent of any as-built building standard Standard Improvements or any Exclusion, the applicable method of construction or quality of materials or workmanship, the Corporation and any unit owner, insurer or contractor shall determine the appropriate Standard Improvement within the context of any applicable photograph of such a sample Standard

Improvement as may be in the possession of the Corporation, or a physical inspection of any such Standard Improvement may be undertaken by the parties, in any three units selected by the board of directors as model units containing sample Standard Improvements, for the purpose of establishing the Standard Improvements and Exclusions referred to herein. After receiving the input of all parties concerned, the written decision of the board of directors on any of the foregoing issues shall be final and binding, unless any party disputing that decision provides a written mediation notice to the board and any other participating party within 30 days after the board has provided written notice of its decision to each party at its address on the Corporation's record or at any other last known address, in which event the parties shall mediate and if necessary, arbitrate, the issue in dispute in accordance with Section 132 of the Act, subject to any mediation or arbitration provisions as may be set out in a by-law of the Corporation.

Execution and Further Assurances

- 6. The Corporation's President and Secretary or any two Directors are hereby authorized and directed to execute under the corporate seal this By-law, a Document General and Certificate and such further or other documents or assurances as may be appropriate, generally in accordance with the enclosed or such future terms and conditions as the Board deems appropriate, subject to compliance with all corporate procedures and authorizations.

The foregoing By-law is hereby passed by the board of directors of the Corporation (subject to the required consent of owners) at a meeting of directors duly called and held on the ● day of ●, ●, pursuant to s. 56 of the *Condominium Act, 1998*.

The foregoing By-Law is hereby enacted as By-Law No. 7 of Toronto Standard Condominium Corporation No. ●.

DATED at Pickering, the ● day of ●, 20●.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____

Name:

Title: President

Per: _____

Name:

Title:

We have authority to bind the Corporation.

Schedule "A"

Standard Unit

The following Standard Improvements applicable to a Suite Standard Unit referred to in paragraph 3 of the Corporation's Standard By-Law shall meet the following specifications:

GENERAL

1. Typical suites to have approximate 8'6" ceiling height from concrete floor to ceiling excluding mechanical bulkheads
2. Smooth finished ceilings throughout
3. 7' solid core wood veneer suite entry door with security peeper and lockable entry set
4. Interior walls are primed and painted with two coats of designer white quality latex paint. Paints have low levels of volatile organic compounds (VOC's)
5. Thermally broken aluminum window frames with double pane, sealed glazed units with designated operable windows

MECHANICAL

1. Individually controlled fan coil HVAC with integrated ERV system for on demand heating and A/C
2. Individual thermal and domestic water metering allowing each suite occupant to control usage

LIGHTING & ELECTRICAL

1. Individual suite hydro metering
2. Ceiling light fixtures in entry/hallway, bedroom(s), kitchen and den (as per plan)
3. Switched wall receptacle in living/dining (as per applicable plan)
4. Decora series receptacles and switches throughout, white in colour

SAFETY

1. All suites, corridors and amenity spaces fully sprinklered
2. Smoke and carbon monoxide detector in each suite

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 8, 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 bylaw.

DATED this day of , 20 .

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"
BY-LAW NO. 8
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

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

1. That the Corporation enter into an assignment and assumption agreement (hereinafter called the "**Assumption Agreement**") with ● and Tribute (Danforth) Limited (hereinafter called the "**Declarant**") substantially in the form of Schedule "A" attached hereto or in such other form as required by the Declarant for the purposes of:

- (a) confirming the provisions of the Declaration of the Corporation pertaining to the Bulk Internet Agreement as defined in the Assumption Agreement; and
- (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Bulk Internet Agreement (as defined in the Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Bulk Internet Agreement to be observed and performed by the Declarant, and to release and indemnify the Declarant as therein contained.

2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Bulk Internet Agreement.

3. That all terms, provisions and conditions set out in the Bulk Internet Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

4. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Bulk Internet Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 8 of Toronto Standard Condominium Corporation No. ●.

DATED at Toronto, the ● day of ●, 20●.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____

Name:

Title: President

Per: _____

Name:

Title:

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. ●**

(hereinafter called the "**Condominium Corporation**")

OF THE FIRST PART;

- and -

TRIBUTE (DANFORTH) LIMITED

(hereinafter called the "**Declarant**")

OF THE SECOND PART;

- and -

●
(hereinafter called the "**Supplier**")

OF THE THIRD PART.

WHEREAS ● (the "**Supplier**") and the Declarant have entered into a bulk service internet agreement (the "**Bulk Internet Agreement**") made as of the ● day of ●, 20● for the supply and installation of broadband internet services on a bulk basis in the Condominium;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. ● (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Bulk Internet Agreement to be observed and performed by the Declarant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Condominium Corporation acknowledges receipt of a true copy of the Bulk Internet Agreement.
2. As of the date of this Agreement, the Corporation hereby:
 - (a) assumes all rights, obligations and liabilities of the Declarant under the Bulk Internet Agreement;
 - (b) agrees to pay all amounts by the Declarant, if any, under the Bulk Internet Agreement, in the manner set forth in the Bulk Internet Agreement; and
 - (c) agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Bulk Internet Agreement to be done, observed, performed and kept by the Declarant as if the Condominium Corporation were an original party to the Bulk Internet Agreement and as such had executed the Bulk Internet Agreement.
3. It is expressly understood and agreed, that subject to the Declarant's obligations of payment pursuant to the Bulk Internet Agreement arising prior to the registration and creation of the Condominium Corporation, upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Bulk Internet Agreement and the Condominium Corporation hereby covenants to indemnify and save the

Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Bulk Internet Agreement.

- 4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
- 5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

TRIBUTE (DANFORTH) LIMITED

Per: _____
Name:
Title:
I have authority to bind the corporation.

●

Per: _____
Name:
Title:
I have authority to bind the corporation.

RULES

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. SMOKING AND CANNABIS
6. COMMON ELEMENTS
7. RESIDENTIAL UNITS
8. STORAGE UNITS
9. GARBAGE DISPOSAL
10. TENANCY OCCUPATION
11. PARKING
12. BALCONY/JULIET BALCONY/TERRACE AND EXCLUSIVE USE AREAS
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15. VISITOR BICYCLE STORAGE SPACES
16. FITNESS CENTRE
17. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

RULES

The following Rules made pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19 (the "Act") shall be observed by all owners (collectively, the "Owners" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, the Owners tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or the Owners family, guests, servants, agents or occupants of the Owners Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or 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 and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at the Owners expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements.
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (e) Any repairs to the units or common elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant.

- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking units.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in the units or exclusive use common elements.
- (c) Owners and occupants shall not overload existing electrical circuits.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the units.
- (f) Subject to City of Toronto bylaws and other legislation enacted or amended from time to time and further subject to any approval that may be required by the City of Toronto Fire Department from time to time, barbecuing may take place on an exclusive use terrace using a natural gas hookup if installed by the Declarant. No propane tanks or other combustibles may be transported in any elevator or through the common elements and cannot be stored to the common elements, including the exclusive use common elements.
- (g) No Owner or occupant shall do, or permit anything to be done in the Owners unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

5. SMOKING AND CANNABIS

- (a) The following terms shall have, for all purposes of this rule, the following meanings:
 - (i) “**Business Invitee**” means any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product;
 - (ii) “**Cannabis**” has the meaning given to it in the *Cannabis Act* (Canada), as amended from time to time, including its regulations thereunder;
 - (iii) “**Code**” means the *Human Rights Code*, R.S.O. 1990, c. H.19, as thereafter amended and the regulations thereunder, of the Province of Ontario;
 - (iv) “**Medically Exempt Occupant**” has the meaning set out in Section 4 below;
 - (v) “**Smoke**”, “**Smoked**” or “**Smoking**” means to inhale, exhale, hold, burn, light, carry, possess or otherwise have control over ignited, heated or lit: (i) tobacco; (ii) tobacco derivatives or similar synthetic preparations; (iii) Cannabis; and (iv) any other substance, or to vape using a vaping instrument,

device or product (including but not limited to, an electronic cigarette, an electronic cigar and an electronic pipe) or any other instrument, device or product (including but not limited to cigarettes, cigars or pipes) whose use generates or creates smoke and/or emits an aerosol or vapour.

- (b) Smoking is prohibited in, on, around or upon all units, common elements and exclusive use common elements of the Corporation.
- (c) No one shall:
 - (i) sell, supply, advertise, grow, cultivate, propagate, manufacture, synthesize, process or harvest any Cannabis plants, tobacco or any other substance or any living thing from which same may be extracted or otherwise obtained or any other instrument, device or product related thereto on any part of the Corporation's Property, including, units, common elements and exclusive use common elements; and
 - (ii) permit the delivery of tobacco or Cannabis to a unit if such delivery is required to be handled by or otherwise requires the involvement of the concierge, security, Corporation staff and/or management.
 - (iii) ignite, heat, lit, apply, consume or use any Cannabis edibles (i.e. baked goods), extracts (i.e. oil, wax and distillates) and topicals (i.e. ointments and oils) on any part of the Corporations property, including units, common elements and exclusive use common elements if the use of same generates or crates smoke and/or emits an aerosol or vapour or odour or smells which is deemed by the board of directors or property manager, in their absolute discretion, to be an inconvenience, annoyance, danger, nuisance or disturbs the comfort, enjoyment or safety of other residents, the concierge, security, Corporation staff or management.
- (d) The board of directors may grant medical exemptions to an Owner or an occupant authorizing the Smoking of Cannabis and/or authorizing the production of Cannabis and/or the use of Cannabis edibles, extracts and topicals in a Unit if an Owner or an occupant requires accommodation on medical grounds (hereinafter referred to as the "**Medically Exempt Occupant**"). In order to be considered for a Medically Exempt Occupant exemption, the Owner or occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing and shall provide the board of directors with documentary evidenced from a licensed physician in the Province of Ontario treating the Owner or occupant seeking the exemption. Such documentary evidence shall, among other things that may be reasonably requested by the board of directors, clearly state in writing that:
 - (i) there is no other equally effective means of ingesting, administering or otherwise using Cannabis to treat the medical condition other than by Smoking Cannabis and/or the use of Cannabis edibles, extracts and topicals; and/or
 - (ii) the production of Cannabis to satisfy the medical requirement is necessary and there is no other equally effective method by which to adequately satisfy the supply of Cannabis to treat the medical condition.

If an Owner or occupant is granted status as a Medically Exempt Occupant, such exemption must be confirmed in writing by the board of directors in order to be effective and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.

The board of directors, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or require that any additional documentary evidenced be provided to establish and/or re-establish the medical requirement for the exemption.

Where a Medically Exempt Occupant is granted an exemption, the Owner or occupant granted the Medically Exempt Occupant exemption shall ensure that:

- (i) Smoking of Cannabis and/or the production of Cannabis and/or the use of Cannabis edibles, extracts and topicals is entirely contained in the Unit;

- (ii) all windows and exterior doors to the Unit are in a closed position when Smoking Cannabis and/or the use of Cannabis edibles, extracts and topicals in the Unit;
- (iii) the exhaust fans in the Unit are turned on when Smoking Cannabis and/or the use of Cannabis edibles, extracts and topicals in the Unit; and
- (iv) adequate air filters, purifiers and exhaust fans with smoke sensitive automatic controls, as determined by the Corporation, acting reasonably, are installed to prevent second-hand smoke and odors from entering other Units or the common elements.

The Medically Exempt Occupant exemption applies only to the Owner and/or the occupant who has been granted an exemption in accordance with this rule and to no other Owner, occupant, guest or invitee of the Unit in which the Medically Exempt Occupant resides. For clarity, other Owners, occupants, guests and invitees of the Unit in which the Medically Exempt Occupant resides shall not be permitted to engage in Smoking or the production of Cannabis and/or the use of Cannabis edibles, extracts and topicals.

The Medically Exempt Occupant exemption shall automatically terminate upon the earlier of any of the following occurrences:

- (i) the medical requirement for the exemptions ceases to exist; and
 - (ii) the Owner or occupant requiring the medical exemption ceases to occupy the Unit.
- (e) The board of directors shall make reasonable accommodation, pursuant to the Code, for an Owner, tenant or occupant who has proven by medical evidence that said Owner, tenant or occupant requires accommodation to control his or her addiction to any legal substance that can be Smoked and/or the use of Cannabis edibles, extracts and topicals. Whether the Owner, tenant or occupant has proven the need for such accommodation will be determined in the sole and absolute discretion of the board of directors, acting reasonably. The accommodation will be made based on all of the circumstances and may include but is not limited to:
- (i) allowing smoking and/or the use of Cannabis edibles, extracts and topicals in one or more designated areas of the common elements (if applicable);
 - (ii) paying for one or more treatment programs to assist with the cessation of smoking, including but not limited to paying for nicotine or Cannabis replacement therapy; and/or
 - (iii) the willingness of the Owner, tenant or occupant to install and maintain smoke and/or odour and/or scent extraction equipment in any unit or on the common elements, as recommended by the board of directors.
- (f) Reasonable accommodation granted pursuant to section 5 of the policy may be for a fixed period of time at which time the Owner, tenant or occupant is free to re-apply to the board of directors for further reasonable accommodation to be made.
- (g) In addition to accommodation made under section 5 of the policy, reasonable accommodation may be made by the board of directors if an Owner or occupant proves that to prohibit Smoking and/or the use of Cannabis edibles, extracts and topicals would result in other discrimination prohibited by the Code. The board of directors, in its sole discretion, will determine whether or not the resident has proven that the prohibition of Smoking and/or the use of Cannabis edibles, extracts and topicals would be discriminatory pursuant to the Code.
- (h) This rule shall apply notwithstanding any provisions of the *Cannabis Act* (Canada) (or any other legislation that would otherwise permit or allow the possession and/or growing of Cannabis in limited quantities) so as to ensure that there shall be no Smoking of Cannabis within or from any unit(s) and common element area(s) whatsoever (including without limitation, any exclusive use terrace, Juliet balcony or balcony or other exclusive use common element area), nor the growing of any Cannabis or Cannabis plant(s) whatsoever within the confines of any unit(s), common element area(s) and exclusive use common elements.
- (i) This rule shall also apply notwithstanding any provision of the *Cannabis Act* (Canada) (or any other legislation that could otherwise permit or allow the

possession of Cannabis products) so as to ensure that there shall be no igniting, heating, lighting, applying, consumption or use of Cannabis edibles, extracts and topicals within or from any unit(s) and common element area(s) whatsoever (including without limitation, any exclusive use terrace, Juliet balcony or balcony or other exclusive use common element area) that contravenes the provisions of this rule.

- (j) Each Owner who intends to sell or lease the Owners unit shall disclose the Smoking and Cannabis restriction in writing, separate and apart from providing a copy of this Rule to any potential buyers, tenants and realtors.
- (k) All costs, charges and/or expenses, including professional and legal costs and expenses on a full indemnity basis, incurred by the Corporation in connection with this rule and any additional rules of the Corporation with respect thereto including, but not limited to, the enforcement of any provision in this rule and the said rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attribute to the Owner's Unit and are recoverable as such.
- (l) This Rule applies to all persons, including but not limited to owners, tenants, invitees, guests, servants, agents, Business Invitees, occupants and visitors. However this rule shall not have any application to the Heritage House that forms part of the Condominium if same is used for any commercial, retail or office purposes.
- (m) The invalidity of any provision of this Rule shall not affect the validity of any other provision hereof or herein contained.
- (n) The division of this Rule into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Rule or any part hereof.
- (o) This Rule shall be read with all changes of gender and number as required by the context.
- (p) This Rule shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.

6. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever.
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or terraces, Juliet balcony or balcony without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any Owner or occupant of a unit.
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements.
- (g) Any physical damage to the common elements caused by an Owner or occupant, his or her family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use.

- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his or her pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

7. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to an Owners unit without the prior consent of the Board.
- (c) No garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (d) No Owner or occupant shall overload existing electrical circuits in an Owners Unit and shall not alter in any way the amperage of the existing circuit breakers in an Owners Unit.
- (e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (f) No Owner or occupant shall permit an infestation of pests, insects, vermin or rodents to exist at any time in an Owners Unit or adjacent Common Elements. Each Owner and occupant shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners and occupants shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

8. STORAGE UNITS

- (a) All stored articles must be placed within individual Storage Units and no storage is permitted on top of any Storage Unit so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Storage Unit.
- (c) Storage Units shall not be used as workshop areas or for any purpose other than for storage.

9. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (b) Newspapers and magazines shall not be thrown down the garbage chute, but shall be securely bound and deposited in the designated recycling area.
- (c) Bottles shall not be thrown down the garbage chute but shall be deposited in the designated recycling area.

- (d) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (e) No garbage other than those items listed in paragraphs (b), (c) and (d) above is to be left on the floor of the disposal rooms.
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

10. **TENANCY OCCUPATION**

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself. No leases having a term of shorter than 6 months shall be entered into.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 83 of the Act, any person or persons intending to reside in the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent an owners unit (or within seven (7) days of being advised that the Owners tenant has vacated or abandoned the unit, as the case may be), the Owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No Owner shall allow the Owners tenant to sublet the Owners unit to another tenant.
- (f) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common elements.
- (h) The Owner shall supply to the Board, the Owners current address and telephone number during the period of occupancy by the tenant.

11. **PARKING**

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.9 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.

- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.
- (f) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his or her motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof.
- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

12. BALCONY/JULIET BALCONY/TERRACES AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any terrace, Juliet balcony or balcony or exclusive use area.
- (b) Terraces/balconies and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the terrace or exclusive use areas by high winds.
- (d) No furniture of any kind shall be allowed on the balconies.
- (e) No Owner, occupant or tenant shall do or permit anything to be done on a terrace/Juliet balcony/balcony or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners, occupants or tenants.
- (f) No awnings or shades shall be erected over or outside of terraces/balconies and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

13. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding three (3) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns

or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.

- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his or her possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators and all common elements unless otherwise specified.
- (l) Rules 13(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the Declarant shall not be required to provide a security deposit pursuant to Rule 13(c) for their initial move-in only.

14. BICYCLE STORAGE SPACES FOR OWNERS

For the purpose of these Rules, "Bicycle" means a non-motorized single passenger two wheel bicycle as customarily understood. "Owner Bicycle Storage Spaces" means any storage area for Bicycles to be used by Owners, occupants and tenants of residential units.

- (a) All Owners, occupants and tenants of residential units who are to use the Owner Bicycle Storage Spaces must register their Bicycle with the property manager on an annual basis in January of each year. A Decal shall be given once registered for the year. The Decal must be displayed on the Bicycle.
- (b) No visitors or guests shall use the Owner Bicycle Storage Spaces.
- (c) No Bicycle Storage Spaces shall be used for any storage purpose other than the storage of a Bicycle.
- (d) The Owner Bicycle Storage Spaces are provided for the use of active cyclists only, they are not to be used for long-term or extended bicycle storage (except from November 15 to April 15 and except for any special resolution approved by the Board to allow for an Owner, occupant or tenant to have long-term or extended bicycle storage rights).
- (e) All Owner Bicycle Storage Spaces are to be used on a first-come, first-serve basis unless otherwise provided for in writing by the Board or the Property Manager.
- (f) Bicycles may be removed if they are deemed abandoned, junk or for improper storage violations or if no Decal is displayed.
- (g) Any Bicycle that has not been moved for a long-term or extended period (except as provided for herein) will be considered abandoned and tagged indicating that if not moved within fourteen (14) days, the Bicycle shall be removed.
- (h) Any bicycle with missing parts or in a state of disrepair shall be deemed to be junk at the sole discretion of the property manager and/or the Board and shall be tagged indicating if not moved within fourteen (14) days, the Bicycle shall be removed.
- (i) Any Bicycle not claimed within sixty (60) days of removal shall be disposed of by management at the Owners sole cost and expense.

- (j) No person shall operate a Bicycle on the interior common elements.
- (k) No person shall place, leave, store, park or permit to be placed, left, stored or parked upon the common elements any Bicycle unless same is stored in the Owners Bicycle Storage Space. All such Bicycles shall be removed with no warning tags issued.
- (l) No servicing or repairs to any Bicycle shall be made on the common elements.
- (m) Any Owner, occupant or tenant whose Bicycle is in contravention of these rules may have their Bicycle removed from the premises at the Owners cost and expense.
- (n) The Corporation shall not be responsible for the replacement of or the reimbursement cost of cut locks, disposed of Bicycles and/or other items removed from any Bicycle Storage Spaces.

15. VISITOR BICYCLE STORAGE SPACES

- (a) Visitor Bicycle Storage spaces shall only be used for the short-term parking of Bicycles.
- (b) Only visitors and guests shall park their Bicycles within the Visitor Bicycle Storage spaces.
- (c) All visitor and guests Bicycles and the use of the Visitor Bicycle Storage Spaces shall also comply with the applicable rules in section 14 above and same shall be read in the appropriate context.

16. FITNESS CENTRE

- (a) The use of these rooms is at the user's risk.
- (b) No equipment is to be taken out of these rooms for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in the rooms.
- (d) No food, beverages or smoking is allowed in the rooms.
- (e) Proper dress shall be worn. Tops must be worn at all times.
- (f) Sports shoes only must be worn: sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (g) No person under the age of 16 may use or is allowed in these rooms without property adult supervision.

17. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the Owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit Owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the

same manner as common expenses. Any person or firm employed by a unit Owner must all provide the Corporation with a copy of their liability coverage, WSIB coverage and any other coverage as reasonably requested by the Corporation.

SCHEDULE 1

Tenant Information Form

Toronto Standard Condominium Corporation No. _____

Unit _____, Level _____

Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of Lease: _____ years

Commencement Date: _____

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

Number of Occupants: _____ Adults, _____ Children _____, Total

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relatives Address: _____

Nearest Relatives Telephone: _____

DATED at _____ this _____ day of _____, 20_____.

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. _____

I/WE, _____, the undersigned, as tenant(s) of Unit _____ Level (the "Unit"), according to Toronto Standard Condominium Plan No. _____, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the *Condominium Act, 1998*, S.O. 1998 c.19 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Toronto Standard Condominium Corporation No. _____ (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of four persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at Toronto, this _____ day of _____, 20_____.

Tenant's Signature

Tenant's Signature

**SCHEDULE 3
ELEVATOR RESERVATION AGREEMENT**

Reservation requested by: _____
(Print first name and last name)

Suite: _____

Bus Phone: _____ Home Phone: _____

Owner: _____
(Print first name and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident _____

Incoming Resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

(Day) (Month) (Year)

from: _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$ _____ by cash, money order or certified cheque payable to _____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to the mirrors that are present in the elevators. I agree that the protective pads must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time

DATED at Toronto, this _____ day of _____, 20_____.

Applicant's Signature

AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Floors	_____	_____
Elevators Door/Frame	_____	_____
Elevator Cabs/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Dore	_____	_____

CONDOMINIUM MANAGEMENT AGREEMENT

B E T W E E N

Toronto Standard Condominium Corporation No.
(hereinafter called the "Corporation")

- and -

PERCEL INC.
(hereinafter called "Percel")

WHEREAS THE CORPORATION has been created pursuant to The *Condominium Act 1998*, Chapter 19, as amended, and the Regulations made thereunder by registration of a Declaration and a Description registered in the Land Registry Office for Land Titles Division of the City of Toronto, Ontario, the common elements of which (including the land and any interest appurtenant to the land described in the Description) located at 2161 Yonge Street, Toronto, Ontario, hereinafter referred to as "the Property";

AND WHEREAS the Corporation warrants that it is authorized to engage the services of a condominium property management company and that there are no outstanding obligations or liabilities arising from or under any previous engagement of another property manager.

AND WHEREAS the Corporation wishes Percel to manage the Corporation and the assets of the Corporation and Percel desires to do so, in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints Percel and Percel hereby accepts appointment as the exclusive manager of the Corporation and the assets of the Corporation on the terms and conditions hereinafter set forth;

1. NOMENCLATURE

The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act 1998*, as amended, and the Regulations made thereunder, (the Act and Regulations are hereinafter referred to as the Act").

2. TERM

The term of this Agreement shall extend from _____ and thereafter shall continue in full force and effect from year to year unless terminated in accordance with the provisions of clause 17.

3. SUPERVISION BY THE BOARD

Percel acknowledges that it and its Managers are familiar with the Act and with the terms of the Declaration and By-Laws registered pursuant to the Act in connection with the Corporation and the rules and regulations and its management shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors and to each and every term and condition contained in this Agreement, and it further agrees to carry out expeditiously the instructions of the Condominium Corporation and its Board of Directors. Percel further acknowledges that it is an ACMO 2000 designee and that it and its Managers shall abide by the provisions of the ACMO 2000 Manual, particularly Articles 4.1 and 4.2.

4. MANAGEMENT

Percel agrees to manage the property on behalf of the Corporation during the term of this Agreement in a faithful, expedient, diligent and honest manner and to enter into such contracts and agreements solely on behalf of the Corporation as may be necessary in the performance of its duties hereunder. Percel shall manage the entire undertaking of the Corporation and without limiting the generality of the foregoing shall perform the following specific duties, subject to the direction of the Board of Directors from time to time.

4.1 Corporation Funds

To collect, receive and deposit in trust for the Corporation all monies payable pursuant to the Act, the Declaration and By-Laws by the owners of the units (hereinafter referred to as "the Owners") or others and to deposit the same forthwith in a separate trust account, in the name of the corporation, to be opened with a Canadian chartered bank or trust company and maintained by Percel in the name of the Corporation or as the Board of Directors may otherwise from time to time direct; all such monies shall thereafter be held in trust in the name of the Corporation and be used for;

4.1.1 Disbursements

To prepare cheques in payment for all accounts properly incurred by or on behalf of the Corporation and in time for discounts (if offered), such cheques to be signed by the authorized directors of the Corporation as per the Banking Resolution approved by the Board of Directors; the cheques presented for signing are to be accompanied by properly authorized purchase orders and delivery receipts;

4.1.2 Insurance

To arrange and pay for (from Corporation funds) the appraisal and insurance required by the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, and the amounts of such insurance shall be as directed by the Board of Directors;

4.1.3 General Maintenance and Repairs

To repair and maintain or cause to be so repaired and maintained, those parts of the property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Act, Declaration and By-Laws, and, without limiting the generality of the foregoing, to arrange for (subject to 4.11 herein below) the supply as may be required for electricity, water and other services and to arrange through use of Corporation employees and/or independent contractors as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Corporation or deemed desirable by the Manager or so as to comply with the enforcement of any Regulations and requirements of which Percel is notified by the local board of Health, Police and Fire departments and any other Municipal, Provincial and Federal authorities having jurisdiction which affect the Property, and without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property, removal of litter and disposal of waste, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, electrical wiring circuits maintenance, exterior lighting maintenance, exterior painting, alterations and any supervision and maintenance necessary in connection with the Property, and subject to (4.11) below, to maintain such contracted staff on behalf of and at the expense of the Corporation as may be required at all times promptly and efficiently to carry out the foregoing, and any other requirements and instructions of the Board of Directors of the Corporation;

4.1.4 Reserve Fund

To deposit to the credit of the Corporation in a separate account, in the name of the Corporation, for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund to ensure that such monies so allocated by the Corporation are not used or employed by the Manager in the payment of operating expenses from the general operating account. Percel shall diligently inform the board of the requirements and timing of a Reserve Fund Study prescribed by the Act should the timeline be approaching and no request for a Reserve Fund Study be made.

4.1.5 Reserve Fund Study

The Manager shall arrange at the direction of the Board and at the expense of the Corporation, to have prepared a Reserve Fund Study setting out the amounts that, calculated on the basis of expected replacement costs of common elements and assets of the Corporation, are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation, in accordance with Section 93 of the Act.

4.2 By-Law Enforcement

To take such action within its power short of legal action, to enforce the terms of the Act and the Declaration, the By-Laws, and any rules or amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board in addition to the provisions of any agreement, resolution, policy or other document applicable to the Corporation. In carrying out its duties hereunder, the Manager shall comply with the Act, Declaration, By-Laws and Rules and shall make reasonable commercial efforts, in conjunction with the Board, to manage the property in a socially responsible manner and in accordance with the *Human Rights Code*, the *Environmental Protection Act*, the *Occupation Health and Safety Act*, the *Personal Information Protection and Electronic Documents Act* and other relevant legislation, regulations, by-laws, public edicts and policies in force for the purpose of furthering human rights, environmental protection, health and safety. The Corporation shall deliver to the Manager a copy of the Declaration, By-Laws and Rules forthwith following the execution of this Agreement by both parties hereto and shall provide any further By-Laws and Rules to the Manager forthwith following their respective enactment and to inform the Board in a timely manner of any complaints that have come to its attention and of how they have been resolved; to receive, in writing, except in cases of emergency, the complaints and requests of unit owners and to refer same to the Board if they involve policy decisions or interpretations of the Act, the Declaration, By-Laws, rules of the Corporation; to act as liaison with the Corporation's solicitors in any matter where a legal interpretation, opinion or enforcement measure is required.

4.3 Bylaw Advisement

To advise, consult *and support* the Board with respect to any further By-Laws, rules which in the opinion of Percel, ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners. Percel shall, if required, advise on the registration procedure of new By-Laws at the local Land Titles Office as required by the Act and to act as liaison with the Corporation's solicitors in any matter where it is advisable, desirable and/or necessary to establish any By-Laws, rules or regulations.

4.4 Improvement of Common Elements

To establish a long term preventive maintenance program in consultation with the Board of Directors relating to all aspects of the physical components of the Property, including the mechanical, electrical and plumbing systems and to prepare for the Board's approval, general maintenance procedures and schedules to be followed by an approved trades person of the Corporation and to consult with the Board in establishing maintenance plans with respect to landscaping, seasonal and exclusive use common element maintenance;

4.5 Common Element Deficiencies

To use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified, is corrected;

4.6 Communication to the Owners

(i) to forthwith after their enactment, communicate to all Owners, the text and import of any further By-Laws or rules and Regulations or amendments thereto and any other announcements, notices etc, as they may arise;

(ii) the Manager shall promptly deal with all reasonable queries, requests for service by

the Board or any owner or Mortgagee of a unit relating to the management of the property or the duties or obligations of the Manager pursuant hereto, and to record in writing any such queries, requests for service and the eventual disposition thereof, and report same to the Board;

(iii) the Manager shall maintain businesslike relations with owners whose service requests relating to the common elements shall be received, considered and recorded in the systematic fashion in order to show the action taken with respect to each request. The Manager shall attend to requests for service relating to the common elements, the maintenance and repair of which are the responsibility of the Corporation, in a prompt and diligent manner.

4.7 Insurance and Claims

Obtain for submission to the Board, if so directed, a minimum of three quotations by the Corporation's selected broker, for all insurance policies of the Corporation due to expire; make arrangements, acting reasonably, to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;

- (i) unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that such coverage conforms with the requirements of the Agreement Documents, Insurance Policy and with generally accepted practice of prudently managed condominium corporations;
- (ii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which Percel or its on-site employees are made aware and which may result in:
 - (1) any claim by the Corporation under any of its insurance policies;
 - (2) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
 - (3) any other claim by or against the Corporation;
(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);
- (iii) monitor and make available to the Board (or if prompt action is required, to an appropriate officer of the Corporation) developments in the processing of insurance or other claims by or against the Corporation, and see that, acting reasonably, the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim by the Corporation under any of its insurance policies;

4.8 Indemnification and Fidelity Bond

During and after the term of this Agreement, Percel shall indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement by reason of any breach of this Agreement or the negligence, act or omission of Percel or any of its employees and Percel agrees to provide the Corporation (if requested) with a Certificate of Insurance prior to the effective date of this contract and thereafter annually as evidence that it is maintaining liability insurance for the purpose of indemnifying the Corporation pursuant to this clause. Percel will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material changes in the provisions of such insurance policy;

All employees of Percel working at the Property will be covered under the Corporation Insurance Policy as a third party, by a fidelity bond in an amount not less than \$300,000 (if required). The Corporation shall provide evidence of said bond prior to the contract becoming effective and annually thereafter as

long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Corporation unless sufficient prior notice of cancellation has been delivered by Registered Mail to Percel;

4.9 Performance by Contractors.

To use reasonable diligence to assure that contracts and agreements between the Corporation and supplier or service persons are performed in accordance with the agreed upon terms and to inform the Board in the event performance is considered by Percel to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, to take advantage of all trade discounts by prompt payment of all trade invoices on contracts subject to the Construction Lien Act to ensure compliance with same. To ensure all contractors working for the Corporation maintain current General Liability Insurance and WSIB clearance certificates and are licenced (if professionally required) prior to the execution of any service agreement.

4.10 General Authority

Generally to do and perform and where desirable, contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided, however, that Percel shall not authorize any discretionary work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 for any one item without first obtaining the approval of at least one board member to proceed with such work except for monthly or recurring operating charges, and provided further that in the case of any discretionary work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00, shall obtain and submit to the Board for written approval, three or more independent estimates, if possible, of the cost of any such work.

The Board shall provide its written approval or other direction to Percel within seven (7) days of receipt of Percel's written request for approval and to proceed with actions, which are in Percel's discretion to be of sufficient import that delays in taking action would cause the corporation or its members to suffer damage. In the event the aforementioned approval or other direction is not provided within the seven-day period, it shall be deemed that Percel shall use its sole discretion. If in its opinion there exists a hazardous situation which could cause personal injury or damage to the Property or the Corporation or its equipment or contents or which could impair the value of the Owners' investment or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or Percel or both to the imposition of fines, penalties, imprisonment or any other substantial liability, then Percel is hereby authorized to proceed with such work as in its sole and absolute discretion it reasonably determines to be urgently necessary for the protection and preservation of the Property and assets of the Corporation or its equipment or contents or the Owners' investment therein or to protect the Corporation or Percel from exposure to fines, penalties, imprisonment or any other substantial liability, subject however, in each and every instance to the Act and specifically section 123 thereof and the Declaration and Bylaws. Percel shall in the case of a hazardous situation report to the Corporation as soon as possible.

To this end the Corporation hereby authorizes Percel, its servants or agents or employees to enter any unit with or without the consent of the unit owner or owners to effect such necessary work which in its sole discretion, acting reasonably, it determines to be urgently necessary for the protection and preservation of the Property and assets of the Corporation or its equipment or contents or the Owners' investment therein or to protect the Corporation or Percel from exposure to fines, penalties, imprisonment or any other substantial liability.

4.11 Other Authorities

All annual contracts should be tendered each year by Percel (if so requested by the Board) and a minimum of three bids shall be presented to the Board at least forty-five days (45) days prior to the

expiry of the existing contract or as specific contract conditions dictate to allow for timely termination of the existing contract, if necessary. No contracts shall be entered into for a period longer than the remaining term of the Manager's contract except where specifically authorized by the Board in writing.

Specifications for all contracts shall be prepared and reviewed by Percel or by a qualified consultant, if required, prior to presentation of the bid to contractors, specifications for contracts valued in excess of Two Thousand (\$2,000.00) Dollars annually to the Corporation shall be presented and reviewed by the Board prior to tendering;

- (1) contracts valued in excess of Two Thousand (\$2,000.00) Dollars to the Corporation annually shall be executed by a representative of the Board upon Board review and approval;
- (2) a guideline of minimum requirements for contractors shall be provided by Percel for qualification for bidding. Whenever possible, bidding forms should be provided for submission;
- (3) any contractual commitment over twelve (12) months shall be subject to approval by the Board prior to tendering;
- (4) Percel shall present tenders for contracts in a uniform summary for comparative analysis. Minimum information in the tender summary shall include, but not be limited to: copy of specifications submitted for bidding, name of contractor, address of contractor, phone number of contractor, price (including all taxes), commencement date, completion date, warranties, bondability, terms of payment, hold back (if applicable) and notes from contractor(s) regarding any recommended changes to specifications provided;
- (5) Percel shall review performance of all contractors on an ongoing basis and formal reviews shall be provided to the Board on an Annual basis or monthly in the event of serious performance difficulties. Further performance assessment shall be provided for services such as cleaning, landscaping and snow removal via monthly tours of the property/building by a representative of the Board and a representative of Percel;
- (6) Percel shall not accept any offer of a potential bonus, commission, compensation or other benefit earned or otherwise offered by it as a consequence or arising in any way from the performance of its duties hereunder;
- (7) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by Percel to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

4.12 Maintenance, Repair and Supervision

To prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-Laws and the Rules by Owners, residents and others which have come to the attention of Percel and the steps taken to correct the situation.

4.13 Materials, Equipment and Supplies

To purchase, subject to 4.11 above, and on behalf of the Corporation, such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such purchases and contracts shall be in the name of and at the expense of the Corporation;

4.14 Reserve Fund or Capital Projects

For the purposes of this agreement, a Special Capital Project is defined as a capital improvement or other project exceptional and uncommon in the day-to-day operations of the Property, which requires special management supervision or intervention.

i. Percel shall, with prior written Board approval, manage Special Capital Projects in the place of an outside consultant and shall be entitled to charge a fee of three percent (3%), unrelated to the fees charged in this management agreement to manage any Special Capital Project. Percel shall render a separate invoice for such services and shall present the invoice and cheque for payment to the corporation for signature.

(1) for the purposes of this agreement, a Special Capital Project is defined as a capital improvement (e.g. brick repairs, window replacement, garage repaving, etc.) or other project exceptional and uncommon in the day to day operations of the Property which requires special management supervision or intervention and wherein the cost to the corporation is greater than seventy-five thousand dollars (\$75,000);

(2) Percel shall allocate sufficient additional specialized and qualified staff time to fulfil Special Capital Projects, subject to the payment by the Corporation of additional fees for the management of these Special Capital Projects as described above;

(3) Percel's Special Capital Project reports shall include, but not be limited to, the following:

(a) issuance of work orders, weekly written summary of work progress, schedule changes and noted deficiencies to date;

(b) weekly written reports from the supervising engineer or consultant (if applicable);

(c) advise of Change Orders and Change Directives and written authorizations from at least two of the directors for significant overages or significant changes.

(4) Percel shall be required to supervise and enforce all terms of the contract, including timely processing of progress payments, timely follow-up on all deficiency work and hold back funds as required.

4.15 Inventory

To maintain, insofar as is reasonably possible, an up-to-date list of all inventory (if any), equipment and chattels forming part of the assets of the Corporation and to report to the Corporation from time to time in this regard.

4.16 Emergency Situations

Percel will at all times keep the Board of Directors advised of the telephone number or numbers at which an agent or employee of Percel may be reached at any time during normal business hours in respect to any infraction of the Act, Declaration, the By-Laws, any Rules and Regulations, or at any time during the

day or night in respect of an emergency involving the Property and assets of the Corporation, and Percel will make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation. Percel shall deal in the first instance with emergencies and infractions and shall forthwith report to the Board of Directors any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws, or other Rules and Regulations; it is understood and agreed to by the parties hereto that Percel shall, in the absence of direction from the Board of Directors, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature;

4.17 Information

To receive in writing (except in cases of emergency) and co-ordinate the disposition of, requests for information and service concerning or relating to the duties and obligations of Percel as provided by this Agreement, in all cases referring to the Board of Directors such requests as involve policy decisions or interpretations of the Act, Declaration, By-Laws and Rules and Regulations of the Corporation.

5. MANAGEMENT SERVICES

Percel agrees that during the currency of this Agreement, it will provide all management services required in connection with the entire undertaking of the Corporation as may be necessary in the performance of its duties provided, however, that Percel shall not be responsible for the duties of the Board or of the Officers of the Corporation, except as set out in this Agreement. Without limiting the generality of the foregoing, Percel shall perform the following specific duties.

5.1 Books and Records of the Corporation

To keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property and to forward to the Corporation on or before the 20th day of each month, a statement of receipts and disbursements summarizing the transactions made during the preceding month and as more particularly described in paragraph 5.3 herein below. All books and records kept in relation to the management of the Corporation shall be the property of the Corporation and shall be maintained in a location as directed by the Board from time to time and upon termination of this Agreement, shall be forthwith surrendered to the Corporation or to a representative of the Corporation, designated in writing. At any time during the term of this Agreement and any renewal period thereof, the said books of account and all records in Percel's possession shall be accessible to the Board of Directors and the Officers of the Corporation who shall have free access at all reasonable times to inspect and examine same.

5.2 Annual Budget

(i) to prepare and present to the Board at least forty five (45) days before the commencement of each fiscal year during the term of this Agreement, an estimated budget, in writing, for the following year setting forth by categories, Percel's best estimate of all expenses of the operation of the common elements for the coming year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, utilities, reserve fund assessments and the cost of all repairs, renewals, maintenance and supervision of the common elements. Upon request of the Board, or whenever in the opinion of Percel any change from the expenditures forecast in the annual budget makes it desirable to do so, Percel will submit to the Board a supplementary budget covering the expenses of the operation of the common elements for the then remaining portion of the current fiscal year. Percel will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provisions of the Declaration and By-Laws of the Corporation.

(ii) the budget shall include but not be limited to:

(a) a comparison of actual costs incurred and budget amounts for the previous fiscal year;

(b) details of all contracts for the Corporation, major repair and

expenditure forecasts for the period, Reserve Fund expenditures and interest assumptions along with a breakdown of unit owners proportionate share of expenses as set out in the Declaration;

(c) the anticipated expenses pertaining to the site office, telephone systems and associated costs therein, utilities etc.

(d) a Chart of Accounts setting forth the categories to be used.

5.3 Financial Reporting -

(a) to provide the Board of Directors on/before the twentieth (20th) day of each month, with year-to-date monthly itemized un-audited financial statements showing:

- (i) Corporation income on an accrual basis;
- (ii) dollar amount of common expenses collected;
- (iii) dollar amount of each disbursement as compared with budgeted expenses by budgeted categories;
- (iv) units of the members of the Corporation who are delinquent in their payment of their contributions to common expenses and the amount of the delinquency;
- (v) the names and amounts of all other delinquent accounts; the duration of the delinquency and the steps taken to enforce collection;
- (vi) particulars of accounts, term deposits, securities and other instruments in respect of investment income and other assets and liabilities of the Corporation in accordance with good accounting principles as at the date of the financial statement, under the term of this Agreement, be provided by Percel to the Corporation in accordance with the reasonable requests of the Corporation auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors;
- (vii) particulars of significant variations from budget;
- (viii) income and expense statement;
- (ix) balance sheet;

(b) (i) to arrange for audits prepared in accordance with generally accepted accounting principles and the Chartered Professional Accountants of Ontario Audit and Accounting Guidelines for Condominium Corporations.

(ii) prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by Percel to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors; and

(iii) be available, as reasonably required, to advise and consult with the Corporation's auditors, and distribute, as directed by the Board or in accordance with the Act from time to time, audited financial statements of the Corporation to all Owners;

(c) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:

- (i) General bank statement summary;
- (ii) Reserve Fund bank statement summary;
- (iii) Bank Reconciliation for the General Account;

- (iv) Bank Reconciliation for the Reserve Accounts;
- (v) Detailed general ledger analysis;

5.4 Budget Controls

The annual budget shall constitute the major control, under which Percel shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of Percel, except as may be approved by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by Percel irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, that Percel shall, if at all possible, confer immediately with the Board regarding every such expenditure.

5.5 The Register

Maintain, at the Corporation's expense (and perform title searches at the corporations expense when required to confirm ownership status), a computerized register in accordance with the Act; use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners (including a list of absentee Owners), those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which Percel has knowledge including the number of Units occupied by Owners and tenants (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to Percel any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other persons claiming an interest in any unit); and provide on an annual basis an updated list of Owners and residents recording the information shown in the register; to maintain the Corporation's register on behalf of the Corporation and as required pursuant to the Act and, as far as is reasonably practicable to keep an up-to-date register of the names and addresses the absentee owners and/or occupants of the units.

5.6 Access to Books and Records

To make available at reasonable times whenever requested to the Corporation, its auditors, owners and other designated representatives, all books and records pertaining to the Corporation and the business of the Corporation and in accordance with s. 55 of the Act;

5.7 Approval of Invoices

To make all disbursements properly incurred for and on behalf of the Corporation with the approval of the Board; PROVIDED, however, that the approval of the Board shall not be required prior to payment by Percel of any items of expense as to which Percel has discretionary spending authority pursuant to clause 4.11 above subject to the banking resolutions of the Corporation;

5.8 Percel's Report

(i) at least three (3) working days prior to each regularly scheduled Board meeting deliver to each Board member by email, an agenda and a written Percel's Report for the next Board meeting, and without limitation, to serve as a formal form of communication from Percel to the Board, which Percel's Report shall reflect the directives of the Board to Percel and show the actions of Percel with respect to these directives of the Board and shall include but not be limited to the following:

- (1) all significant security, fire and building or Property emergency matters since the last report;
- (2) any infractions of the Act, Declaration, By-laws, Rules, Policies or Procedures, which will, or may, require the attention of the Board;
- (3) recommendations for actions to be undertaken as a result of

(1) or (2) including necessary amendments to By-laws, Rules or other Procedures or Policies;

(4) an analysis of any contracts or agreements, which require review and/or approval of the Board;

(5) the financial reporting referred to in section 5.3 above.

(ii) forthwith report to the Board together with any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-Laws or Rules;

(iii) report to the Board any changes in employees of the Corporation; and

(iv) deliver within ten (10) days after each Board meeting the Minutes of the last Board meeting.

5.9 Status Certificates

To prepare for signature of the Board or where a resolution of the Board has been delivered to the Manager for this purpose, the signature of the Manager under Corporate Seal, status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with statements and information required pursuant to the Act to any person or persons acquiring an interest in any unit in the condominium plan within the time permitted for the delivery of such certificates, statements and information prescribed by the Act and regulations. Percel shall receive all fees relating to the issuance of said status certificates. Percel shall be responsible for all costs or losses to or incurred by the Corporation arising from the failure to deliver same within the terms prescribed in the Act or any errors or omissions in status certificates issued.

6. ADDITIONAL EXPENSES

Subject to any restrictions on Percel's signing authority at the bank of the corporation, Percel shall be entitled to and have the right to disburse from the monies from time to time held by it in trust for the corporation, all costs and expenses incurred in providing the services agreed upon in this Agreement. Percel shall further be entitled to disburse from said monies any further or extra remuneration to which Percel is entitled provided Percel has followed the procedure laid out in this Agreement and obtained authorization for the said further or extra remuneration from the Corporation or its designated representative. It is understood and acknowledged by the corporation that Percel is prevented by law from overdrawing the corporation's bank accounts. In the event that the amounts of costs and expenses incurred by Percel in the management of the Property shall exceed the amount held in trust by Percel for the Corporation, Percel shall thereupon furnish the Corporation with an accounting of the same and the Corporation shall be under an obligation as soon as reasonably possible thereafter to furnish Percel with sufficient funds to pay the costs and expenses which it has so incurred on behalf of the Corporation.

Percel shall be entitled to issue under separate invoice, a charge for the creation and distribution of any new communication forms required by regulation under the Protecting Condominium Owners Act, 2015, to include but not be limited to; the **Periodic Information Certificate (PIC)** (to be sent out at least once every three months or at other times specified by Ontario Regulation 48/01), the **Information Certificate Update (ICU)** (to be delivered if there is a change to certain corporate information, cancellation of insurance policies, loss of quorum on the board, or a change in information that a by-law requires be included in the update.) and the **New Owner Information Certificate (NOIC)** (to be sent out to a unit owner within 15 days of being notified that said individual has become a unit owner in the condominium corporation. The fee charged by Percel for the generation and distribution of each new form required by legislation shall initially be \$300 per form per distribution.

7. MANAGEMENT COMPENSATION

The Corporation agrees to pay Percel as compensation for its management services rendered under the Agreement the following fees:

For the period _____ - _____ **the sum of \$38 per unit per month excluding all taxes.**

Percel is hereby authorized to deduct or retain the said fee each month in advance, on or after the first day of each month during the currency of this agreement from the Corporation operating bank account.

(i) This fee includes all overhead expenses of Percel including management staff salaries and general administrative expenses (excluding printing, postage and stationary) with respect to the performance of the duties of Percel hereunder. The Corporation shall also reimburse Percel for all disbursements supported by invoice or receipt, incurred by Percel in performing its duties in accordance with the terms of this Agreement on account of the Corporation.

(ii) The designated on-site hours shall be mutually agreed upon by the Board and the Manager.

Percel acknowledges and agrees that the personnel it provides for the purposes of performing its duties under this Agreement are employees of Percel and not employees of the Corporation. Percel further agrees that it shall be solely responsible for obtaining any necessary licenses and permits and for complying with any applicable federal, provincial and municipal laws pertaining to and shall, where applicable, pay, deduct and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of such personnel, and any similar deductions or payments which may from time to time be applicable to such personnel.

It is acknowledged by the parties hereto that Percel is being engaged by the Corporation in the capacity of independent contractor acting as Agent of the Corporation upon and subject to the terms and conditions of this Agreement and not as an employee, or in any other way as a representative of the Corporation.

8. UNIT REPAIRS

Notwithstanding any other provision of this Agreement, Percel is given no authority or responsibility for maintenance of, or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has an obligation to maintain or repair the units after substantial damage in accordance with section 89 of the Act or when work is done for an Owner in accordance with section 92 of the Act.

9. PLANS AND SPECIFICATIONS

Any plans, specifications, drawings and architectural or engineering assistance which may be necessary or desirable to enable Percel to discharge its duties pursuant to this Agreement shall be provided at the expense of the Corporation; PROVIDED however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any expense is incurred therefore.

10. BOARD CO-OPERATION

The Corporation agrees to co-operate with Percel to the extent required to perform expeditiously, efficiently and economically the management services required under this Agreement and to provide Percel with such evidence of authority by way of a certified resolution or otherwise and such specific directions as Percel may reasonably require.

11. MEETINGS

11.1 The Corporation shall notify Percel, in writing, as to the place, time and date of all meetings of the Board and Subcommittees of the Board and an authorized representative of Percel shall, if requested by the Board, attend such meetings for the whole of such meetings (of no more than 3 hours duration), and shall be limited to weekday days or evenings and to no more than twelve (12) Board meetings annually, plus ONE Annual General Meeting. All meetings in excess of the above noted paragraph shall be billed at a rate of \$275.00 per hour for each executive of Percel in attendance and \$90.00 per hour for each additional management representative in attendance.

11.2 At the request of the Board and at the expense of the Corporation, Percel shall schedule and arrange facilities for all annual or special meetings of the Owners and deliver to the Owners and mortgagees

entitled thereto within the time(s) prescribed under the Act and the By-Laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, prepare all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event and co-ordinate such meetings, prepare ballots and proxy forms and assist in the Owner's registration as required by the Board.

12. INDEMNIFICATION

The Corporation shall, during and after the termination of the Agreement, indemnify and save, Percel Inc. completely free and harmless from any and all claims, actions, obligations, liabilities, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property or incurred by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation except in the case of Percel in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act or intentional harm on the part of Percel, its employees or agents;

13. COMPREHENSIVE LIABILITY INSURANCE

The Corporation agrees to take out or authorize Percel to arrange for comprehensive liability insurance on the Property to a limit of not less than Five Million (\$5,000,000.00) Dollars inclusive and further agrees that Percel shall be named as an insured party along with the Corporation as their interests may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or Percel might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide Percel with a Certificate of Insurance in respect of any such policy which shall include an undertaking (if available) that the Insurer will provide Percel with at least ten (10) days prior written notice of cancellation or any material change in the provisions of any such policy.

14. OCCURRENCE REPORT

Percel agrees to design in consultation with the Corporation and its Board, a form of Occurrence Report to be used by Percel in reporting to the Board in respect of accidents or emergencies, and Percel shall prepare and forward to the Board an Occurrence Report in respect of any significant accident, emergency, breakdown or other situation or occurrence which in the opinion of Percel ought to be brought to the attention of the Corporation or its Board of Directors. Percel shall further follow-up the occurrence so reported and report to the Board of Directors of the Corporation on the disposition of the said occurrence or as required by the Board.

15. MISCELLANEOUS

15.1 Investment of Capital Surplus and Reserve Fund Monies

Percel shall, with the written approval of the Board and in the name of the corporation, invest capital surplus and reserve account monies in suitable securities and investments permitted under the Act and/or Declaration or Bylaws at all times in order to obtain the highest possible rate of return on such monies for the benefit of the Corporation.

15.2 Deficit Financing

Under no circumstances shall Percel advance funds to the Corporation on a temporary basis whether interest is charged to the Corporation or not in the event of a cash deficit occurring in the Corporation's current expense account; Percel shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit pursuant to the By-Laws of the Corporation by either levying of a special assessment, the delivery of a revised budget, if time permits same, or the exercise of its borrowing powers on behalf of the Corporation.

15.3 Collection of Common Expenses

Percel shall, in addition to its covenant to enforce the By-Laws of the Corporation as hereinbefore contained, follow any collection procedures specified by the Board of Directors and actively pursue the collection of outstanding common expenses from owners and tenants respectively at all times and with a view to

reducing these receivables to the lowest minimum monthly balance and without additional cost or expense to the Corporation save in those instances where legal action including the placement of Notices of Lien pursuant to section 84 of the Act is required. It is understood that the corporation solicitor shall file Notices of Lien or authorized agent, in the appropriate Land Registry Office within three (3) months of the date of the original default by the particular owner.

If default continues, the Manager shall prepare and issue a Form 14 - Notice of Lien to Owner, to all unit owners in default of their respective common expense obligations who require such notice pursuant to subsection 85(4) of the Act no later than the 10th day of the third month following the default, at a cost of \$150.00 plus H.S.T. per form, (or such other amount as may be determined by the Manager from time to time) and which cost shall be borne by the delinquent unit owner(s) to whom any such form is delivered. In the event that the Corporation must register a Certificate of Lien pursuant to s. 85(2) of the Act, the Manager shall provide the Corporation's solicitor with the requisite instructions in the solicitors' form accurately prepared (if any), along with a copy of the Form 14 as sent to the defaulting owner, by no later than the 21st day of the third month following the default. In the event that the Manager breaches the requirements of this subparagraph resulting in any loss, cost or expense to the Corporation, the Manager shall reimburse the Corporation for such loss, costs and expenses on a full indemnity basis (including legal fees). This provision shall survive the termination of this Agreement.

Without limiting the generality of the foregoing, the Manager shall notify the Board of any default in a unit owner's obligation to contribute to the common expenses of the Corporation immediately upon default and require the Corporation's solicitors to cause Certificates of Lien to be registered against the defaulting unit owner's unit and appurtenant common elements within the time prescribed by the Act. Failure of the Manager to notify the Board of such default, or failure to so instruct the Corporation's solicitors to cause such Certificates of Lien to be registered within the time prescribed by the Act shall constitute negligence and the Manager shall be liable for any loss of any common expenses and costs incurred by the Corporation to collect same that is attributable to the failure of the Manager to enforce a unit owner's obligation to pay common expenses. The only departure from the above described procedure for common expense collection shall occur if, and only if, after reporting that a unit owner is in default, the Board provides its written approval that the above described collection measures be departed from.

In the event that the Manager fails to ensure the filing of the Notice of Lien for the arrears of the common expenses, interest charges and legal costs within the time specified under the Condominium Act, resulting in any loss or additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of the Agreement.

Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the declaration and budget. The Corporation agrees that it will not reduce Percel's best estimate of all expenses of the operation of the Property submitted, so that the amounts produced thereby are less than the amount necessary to pay all items set forth in said paragraph.

The Corporation's solicitor shall not be instructed by Percel to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors.

15.4 Fiduciary Relationships

The Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform any work or services for the Corporation, within the scope of the Manager's duties under the provisions of this Agreement, provided that the Manager gives notice to the Board of Directors if a conflict of interest exists. If the Board gives approval to the Manager to proceed with the work or service, it is acknowledged that a conflict of interest does not exist.

15.5 Minutes

The Corporation shall notify the Manager in writing of any changes of or to any By-laws or Rules made from time-to-time by the Corporation, and to provide the Manager with all historical minutes of meetings of the Owners and the Board as held from time-to-time or where Percel is not in attendance. Percel shall not be responsible for recording minutes of Board meetings but shall, at the request of the Board of Directors, arrange for a recording secretary to be hired by the Corporation.

16. INDIVIDUALS DEALING WITH PERCEL

(i) the President of the Corporation and the Treasurer with respect to accounting and financial issues shall be the individuals authorized to deal with Percel. Percel shall not be obliged to accept directions or instructions with regard to the management of the Corporation from any person other than the President, on issues previously authorized by the Board, except in the absence of the President of the Corporation, the any other Director designated by the Board shall be the individual authorized to deal with Percel in the same capacity;

(ii) the Corporation shall not permit, allow or cause any owner to interfere with Percel in the performance of its duties or the exercise of any of its powers hereunder."

17. TERMINATION

This agreement may only be terminated by either party upon the receipt of written notice of it to the address of service of said party with a notice period not to be less than 60 days. Notwithstanding the previous sentence, this contract may not be terminated in the first year for any reason with the exception of the carrying out of a criminal act by the property manager or in the event of a substantial breach of this agreement or if Percel or the Manager are otherwise insubordinate, reckless or grossly negligent in the performance of their duties hereunder.

The Corporation shall not be liable to Percel for any amounts save and except, any monies due to Percel to the date of termination.

This Agreement will terminate forthwith upon termination of the Corporation under the Act, except as otherwise set out in this Agreement. All obligations of Percel shall cease upon such termination and the Corporation shall pay to Percel any monies due and up to and including the month of termination.

This Agreement shall be terminated if either party becomes bankrupt, is declared insolvent or either party makes an authorized assignment for the benefit of creditors or the manager petitions for its winding up, or upon the termination of the government of the property by the Act.

Upon termination of this Agreement:

(i) Percel shall, within twenty (20) days, pay over any balance remaining in the Corporation's accounts to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by Percel to others prior to the date of termination), and shall within twenty-five (25) days, render a final accounting to the Corporation;

(ii) Percel shall surrender to the Corporation or its nominee of responsibility for the management of the property within ten (10) days prior to the effective termination date of this agreement, all post-dated cheques from unit owners together with their account information and addresses, contracts, records, files, corporate seal, all bank accounts, financial statements, cheques, keys, contracts, records, reports, plans, drawings, correspondence, financial files, unit files, data (electronic or otherwise) and all other documents or information, which may be pertinent to the continuing operation of the Property. The Corporation shall provide access to Percel at all reasonable times and upon reasonable notice, to all such contracts, records, files and other documents or information subsequent to the termination of this Agreement;

(iii) Percel shall within ten (10) days prior to the effective termination of this agreement, turn over all keys to the property in its possession or in the possession of any of its employees and shall turn over possession of any area such as a management office located at the property under its control;

(iv) The Corporation shall assume the obligation of any and all contracts, which Percel has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and

(v) All accounting books and records kept by Percel in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of Percel, will be surrendered within thirty (30) days after the termination date, or after an audited statement, if required by either party, is presented, providing that the accounting books and records will be turned over to the auditor within thirty (30) days;

18. PROPERTY INSPECTIONS

Percel shall perform one complete building inspection per month in addition to any weekly spot inspections and report all deficiencies to the Board of Directors as part of the monthly management report.

19. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

20. REPRESENTATIONS

This Agreement constitutes the entire agreement between Percel and the Corporation, and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

21. WAIVER OF PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as relinquishing for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

22. PIPEDA POLICY

Percel shall work with the Board of Directors with respect to the collection, use and disclosure of personal information and to ensure that the Corporation obtains confidentiality covenants from all third party service providers in which those providers covenant to comply with the Personal Information Protection and Electronic Documents Act with respect to personal information obtained about owners. Please review the Percel Inc. Privacy Policy attached.

23. NOTICES

Any notice required to be given shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Corporation at the last known residence of its President or Secretary from time to time holding office and to Percel Inc. at 4494 Chesswood Drive, Toronto, Ontario M3J 2B9 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other, or in the event of service by mail, or email, on the next business day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walk-outs, slow-downs or other irregularities, then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party, may by notice in writing to the other, designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

24. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto provided always that this contract may not be assigned without the written consent of the Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf this ____ day of

_____, 2018.

T.S.C.C. No. _____

PER: _____ c/s
Director

PER: _____ c/s
Director

PERCEL INC.

PER: _____ c/s
Robert L. Weinberg
President/CEO

PER: _____ c/s
Andrew Nyman
Vice President

APPENDIX 'A'

Percel Inc. Protecting Your Privacy

We at Percel Inc. understand the importance of your privacy. We know what it takes to earn the trust of our clients and staff. Keeping their trust must be an ongoing process. Percel Inc. stands in full support of the new Canadian legislation, the Personal Information Protection and Electronic Documents Act, in its role to protect the privacy of the individual. We recognize that protecting an individual's privacy is more than just relying on this Act and we shall continue to find better ways to ensure that all personal information held by us is safe & secure and only used responsibly and in strict accordance with our contractual agreements.

What is Personal Information?

This is specific information about an individual. It includes their full legal name, any addresses (including non-resident address), telephone numbers, date of birth, email address, and any other information that identifies you or permits individuals to contact you. Your information becomes "personal" to us once you have provided it to Percel Inc.

Why do we need your Personal Information?

If we are to manage your corporation, arrange for maintenance to be completed in your suite or around the property, apply for employment within our company or for our clients, or work for our clients as a contractor or subcontractor, you may be required to provide the following information:

Property Management Services

If your Corporation has an agreement with us to provide property management services, you will need to provide us with information about yourself and the occupants of your suite or unit. This information shall include but may not be limited to your names, addresses, telephone, banking information, and emergency contact information. This information is used in the day-to-day management of your Corporation to enable us to have required maintenance work completed, maintain contact with owners or tenants, or for the purpose of creating the monthly financial reports and statements. It will also permit us to properly address invoices and letters to our owners / tenants as required or for making the necessary government payroll remittances. In many cases, owners will contribute their monthly common element fee to the Corporation by way preauthorized bank withdrawal (PAP). In such cases, personal bank information will be required.

Employment Opportunities

Percel may from time-to time offer employment opportunities with our company or for our clients through our website (email), in person or by fax. Those persons applying for a position at Percel or with one of our clients will be asked to submit their resume which must include their name, daytime telephone number, address, email address, and other pertinent information that will help us to give your application proper consideration, such as relevant employment history and education. If you accept employment with Percel or its clients, you will be required to provide Percel with additional information including your social insurance number (S.I.N.), your date of birth (D.O.B.), TD1 Form completed, and bank deposit information in order to ensure proper payments and government remittances are made in accordance with government standards. In some cases and in order to comply with relevant income tax legislation, such information may be disclosed to the Canada Customs and Revenue Agency upon their written request.

Purchase of Services or Materials

Percel Inc. commonly utilizes the services or materials of various vendors who provide services and materials which are directly related to property maintenance, landscaping, insurance, legal and financial services. To become an authorized provider of goods and services, you must provide us with general information about your company / firm which shall include your legal name, telephone numbers, address, email address, insurance coverage, worker's compensation coverage and references. This information is used for contact and contract consideration purposes.

Additional or Unforeseen Use of your Personal Information

Percel may require the use of your personal information for some purpose other than that which was known at the time your personal information was gathered. Should we require the use of your information for any other purpose such as promotional offers of additional services, etc., we shall contact you to ask for your consent to use your personal information for the new purpose.

Sharing your Personal Information

Percel shall not sell your personal information to third parties and does not disclose your personal information except as may be required to process your request for property management services.

If and when our management agreement is not renewed or is lost to another property management company, your personal information as gathered by Percel, will be disclosed and transferred in full to the new management services provider and shall be thereafter deleted from our records and databases.

Safeguarding your Personal Information

Percel has sufficient electronic security measures and procedures to ensure that your personal information is protected from misuse and from unauthorized access.

Accessing your Personal Information

You are free to contact our offices at any time to review or update the information we have in your file or if you have any concerns about our Privacy Policy or the accuracy and completeness of any information in your file. If you would like to obtain a copy of the information we have on file relating only to you, please contact one of our company representatives. We ask for you to understand that the information we gather is required for us to be able to provide our services to our clients. The withdrawal of your consent to use this information, as required, may prohibit us from provision of service to you or our client.

APPENDIX 'B'



ASSISTANT PROPERTY MANAGER JOB DESCRIPTION

Reports to: Senior/Property Manager

Supervises: All personnel in absence of the Property Manager

Compensation: Salary. Adjustments are based on performance and any incentive plans as outlined by the Property Manager /President.

Qualifications:

1. Education A minimum of a high school education is required. The position requires the ability to read and write English fluently, and the ability to accurately perform basic to intermediate mathematical functions. May be required to have own vehicle.

2. Experience: A minimum of one-year residential property management experience required.

3. Skills: The position requires the ability to communicate effectively with people and present a positive, professional image. In addition the position requires the following:

- Excellent management and communication skills
- Strong administrative and organizational skills, including strong working knowledge of Microsoft Office Software.
- Strong time management skills
- Professional image
- Strong customer service orientation
- Knowledge of on-site maintenance requirements including dealing with vendors and contractors

4. Licenses: A valid driver's license and current automobile insurance is required.

5. Physical Requirements: The position requires the ability to physically inspect the property in its entirety, the ability to oversee any and all maintenance functions, assist with emergency measures as required, and the ability to withstand all weather conditions including temperatures in excess of 30 degrees Celsius.

6. Training: Generally, no prior training is required; however, completion of in-house training in condominium administration and assistant management duties is required within the first 90 days of employment.

7. Attendance: The position requires the ability to work Monday - Friday, 52 weeks of the year. Due to the property staffing limitations, it is extremely critical that individuals be able to work their scheduled hours on a consistent basis and, if necessary, overtime hours when requested. The position requires the ability to serve on-call, as scheduled or as necessary.

Equipment

1. The position requires individuals to furnish their own automobile to attend company/industry meetings, transport funds to head office for deposit, pick up supplies and records, and perform other duties as necessary

2. The position requires the individual to purchase and wear the appropriate business attire and or accessories (safety shoes, etc.)

3. The position requires the ability to use general office equipment including but not limited to, computers, copy machines, telephones, and safety equipment.

ESSENTIAL JOB FUNCTIONS

Administrative

1. Responsible for collection and recording the receipt of any maintenance fees or other funds received prior to their transport to head office for deposit.

2. Follow-up on collections for delinquent owners.

3. Responsible for accurate and timely completion of all daily financial reporting forms.

4. Inspect the property as directed by the property manager to assist the manager in the timely investigation of daily occurrences.

5. Ensure that the property management office is organized and runs smoothly pursuant to company policies and procedures in the absence of the property manager.

6. Assist the property manager in the creation and distribution of all monthly reports, notices, memorandums, Annual Operating Budgets and Annual General Meeting packages.

Computer

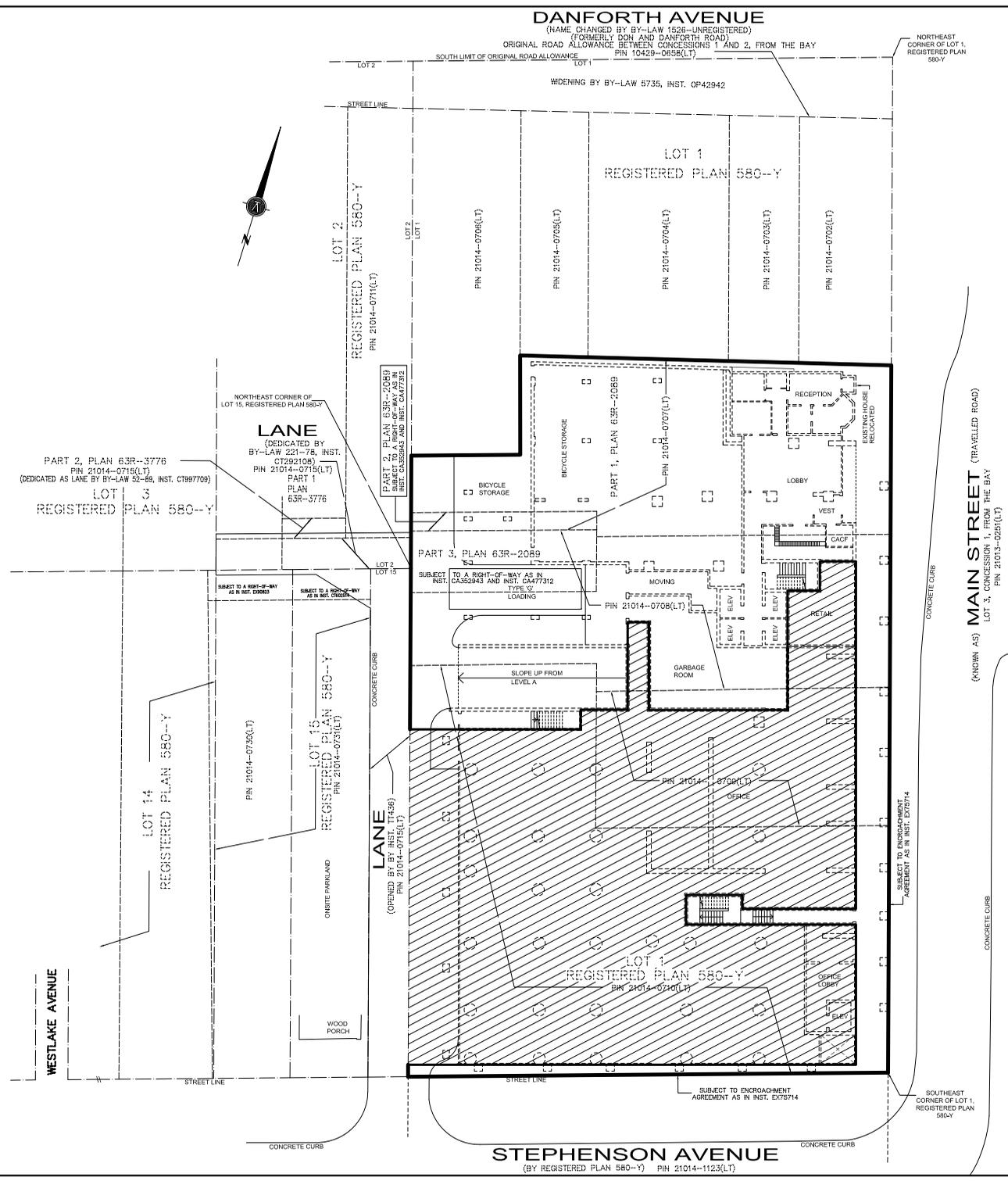
1. Responsible for validation of all input including rental of guest suites (if any) party room

deposits and payments, elevator reservation bookings, and any/all other bookings as required by the client Corporation.

2. Adhere to daily, weekly, and monthly computer reporting requirements.
3. Understand computer functions and maintain accurate data files and secure back-ups.
4. Participate in company training classes, as required.

NON-ESSENTIAL JOB FUNCTIONS

1. Organize resident functions including parties and newsletters.
2. All other duties assigned by the property manager.



INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	8	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND DESIGNATION OF THE UNITS ON LEVELS A, B, 1 TO 27 INCLUSIVE.
2	.	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE CONDOMINIUM
3	.	ARCHITECTURAL PLANS
4	.	STRUCTURAL PLANS

PART 1 OF 4 PARTS
SHEET 1 OF 8 SHEETS

TORONTO STANDARD CONDOMINIUM PLAN NO.

**LEVEL 1
NO UNITS**
REGISTERED IN THE LAND TITLES DIVISION OF THE TORONTO REGISTRY OFFICE (No. 86)
AT _____ O'CLOCK ON THE _____ DAY OF _____ 2019
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYORS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2019.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.
August 12, 2019
WALDEMAR GOINDRI
ONLINE SURVEYOR

DECLARATION REGISTERED AS NUMBER _____

THIS PLAN COMPRISES ALL OF PIN _____ (LT)

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS
(PURSUANT TO CLAUSES 8.1(1)(g) AND (h) OF THE CONDOMINIUM ACT 1998)

SUBJECT TO (SERVIENT INTERESTS)	PART	PLAN	DESCRIBED IN	NOTES
TOGETHER WITH (APPURTENANT INTERESTS)				

PLAN OF SURVEY OF PART OF LOT 1 REGISTERED PLAN 580-Y CITY OF TORONTO
(FORMERLY CITY OF NORTH YORK, MUNICIPALITY OF METROPOLITAN TORONTO)

- LEGEND**
- DENOTES CONDOMINIUM PROPERTY BOUNDARIES
 - DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS
 - UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - CACF DENOTES CENTRAL ALARM CONTROL FACILITY
 - VEST DENOTES VESTIBULE

UNIT BOUNDARY DEFINITIONS
MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILINGS AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION.
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

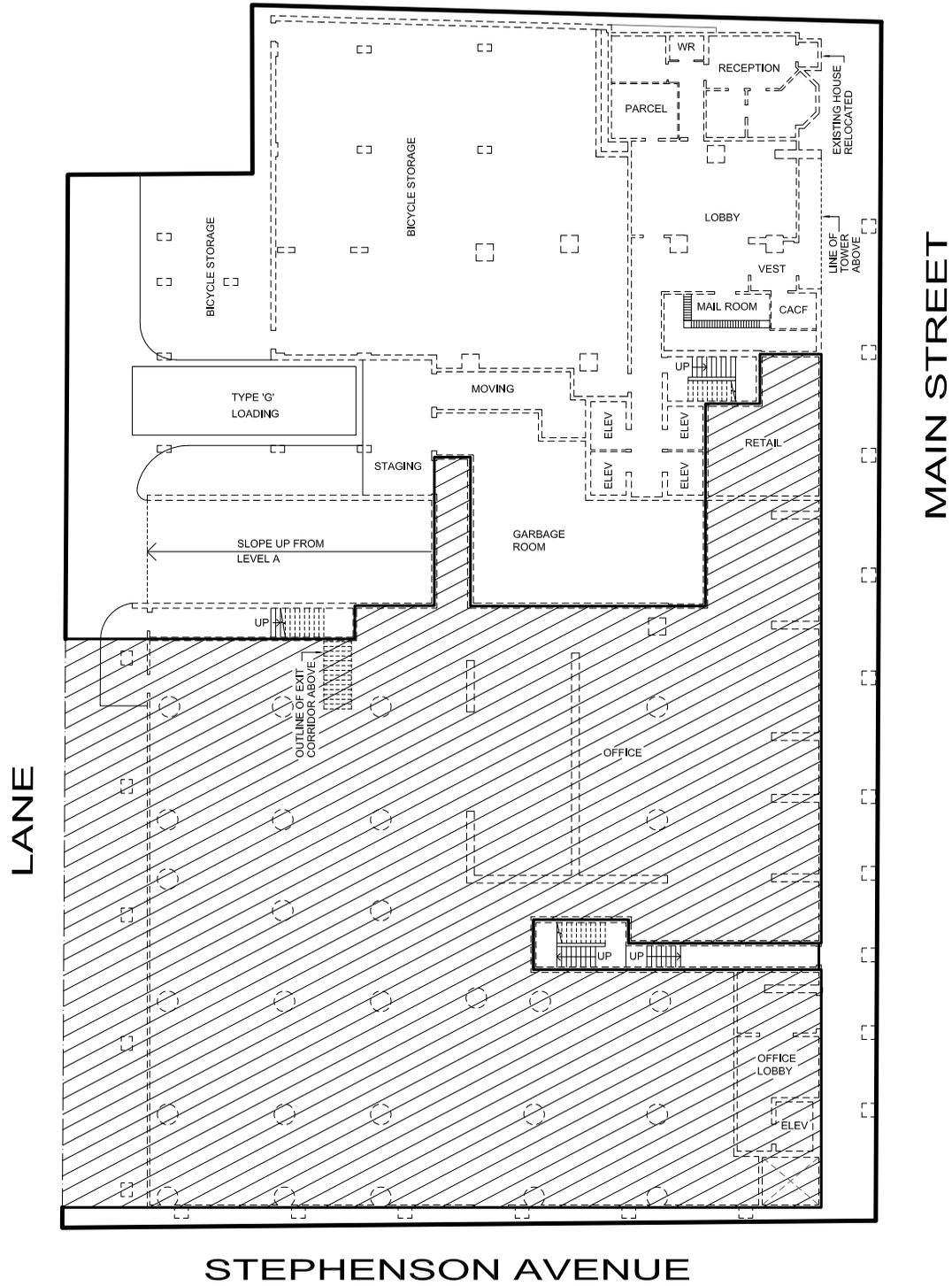
CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.
DECLARANT: NAME _____
August 12, 2019 AT _____ THIS _____ DAY OF _____, 2019

PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER SECTION 91 OF THE PLANNING ACT, R.S.O. 1990, c.P.13, AND SECTION 9 OF THE CONDOMINIUM ACT, 1998, S.O. 1998, c.19.
THIS _____ DAY OF _____, 2019.

EXECUTIVE DIRECTOR & CHIEF PLANNER, CITY PLANNING DIVISION
URBAN PLANNING AND DEVELOPMENT SERVICES
CITY OF TORONTO

FILE NO: 16-274DS01 | DRAWING NO: 16-274 | CHECKED: R.R.W.G. | JOB NO: 16-274
DATE: 16-274DS01 | PLOT INFO: 16-274DS01 | WORK ORDER NO: 2281
1107 Gurney Street, Thornhill, ON L4J 3K6 | 905.739.2053 | F. 905.739.3221 | www.scm.ca





ENLARGEMENT OF LEVEL 1
NO UNITS

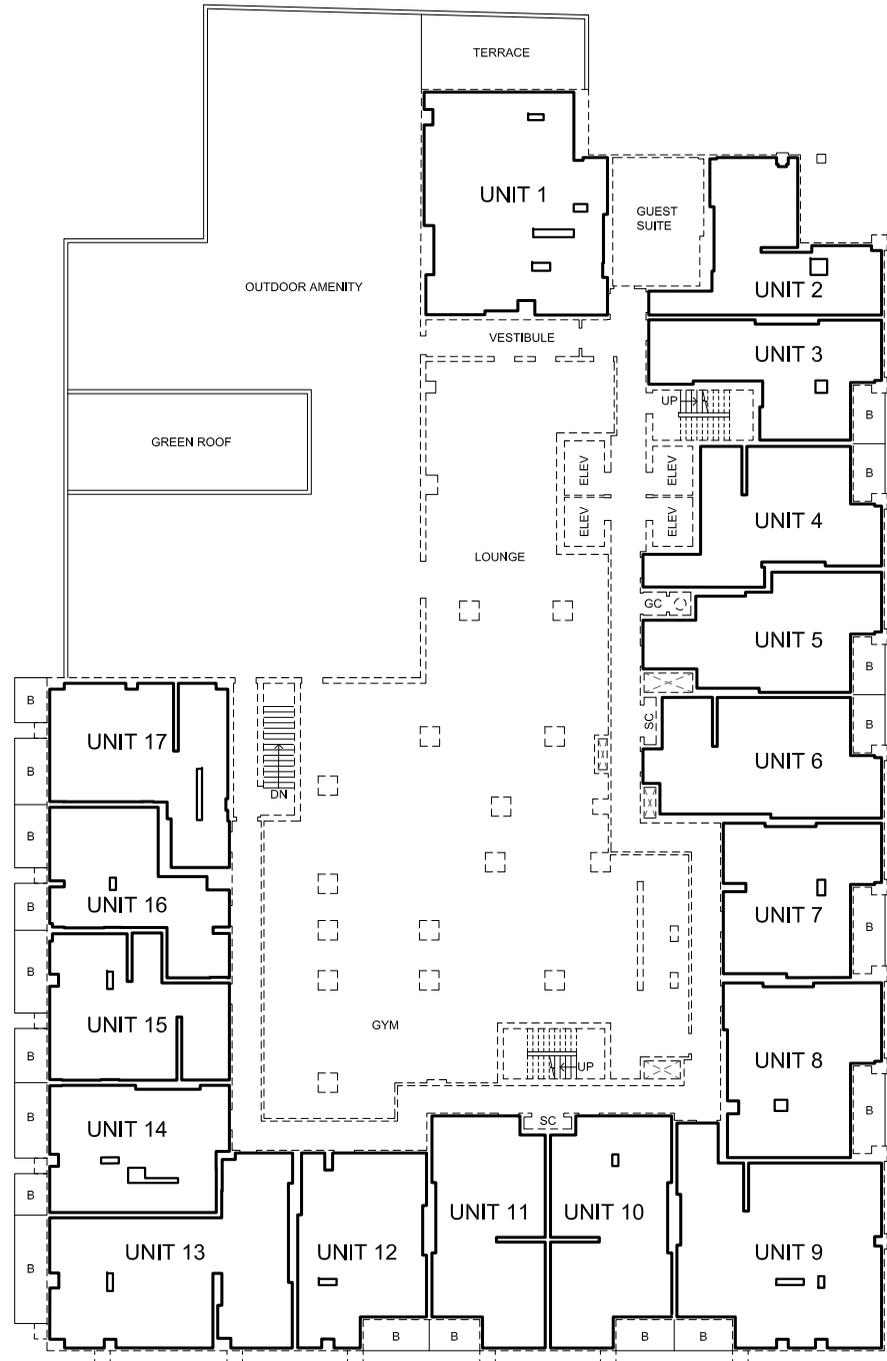
STEPHENSON AVENUE

MAIN STREET

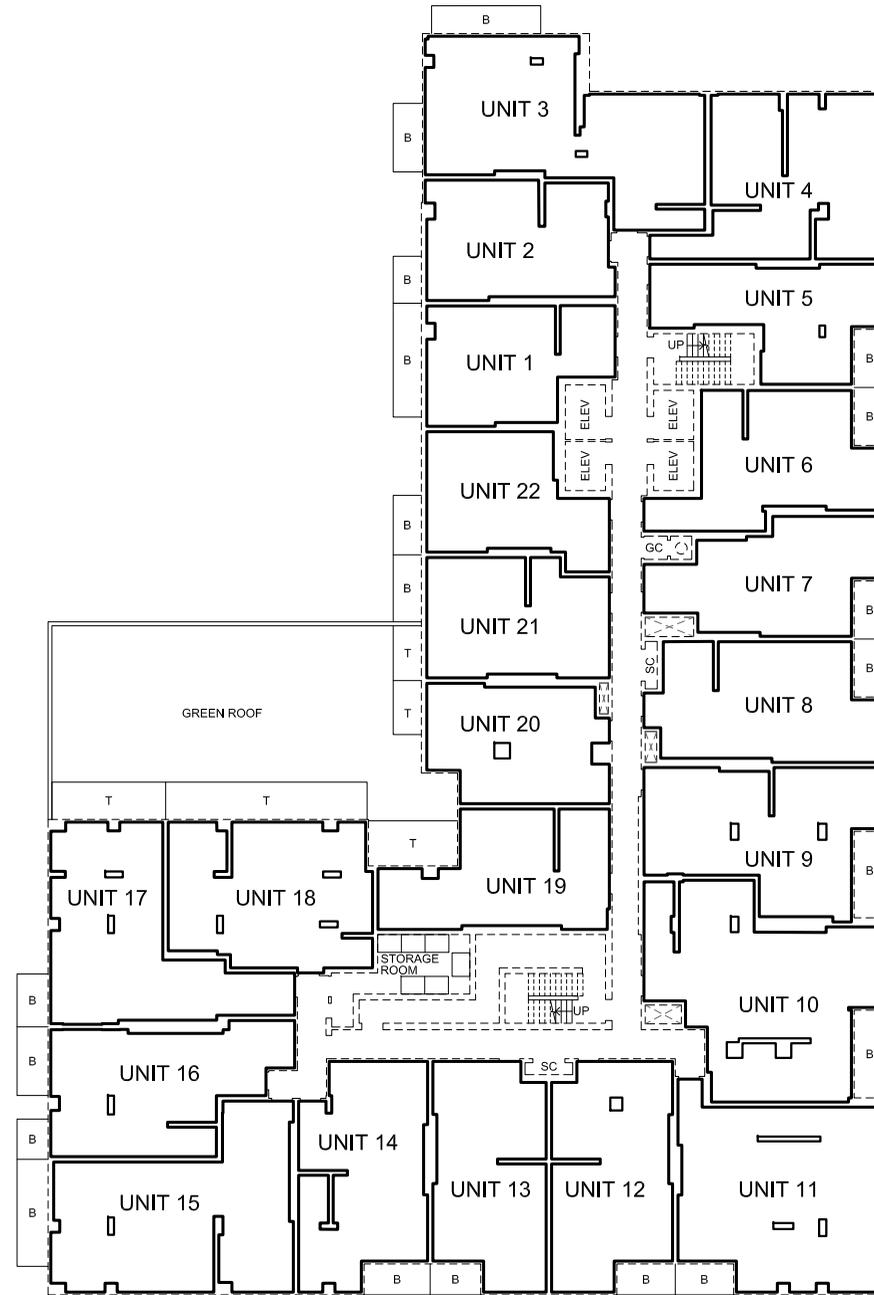
LANE

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - VEST DENOTES VESTIBULE
 - WR DENOTES WASHROOM
 - CACF DENOTES CENTRAL ALARM CONTROL FACILITY

KRCM AR
www.krcmar.ca



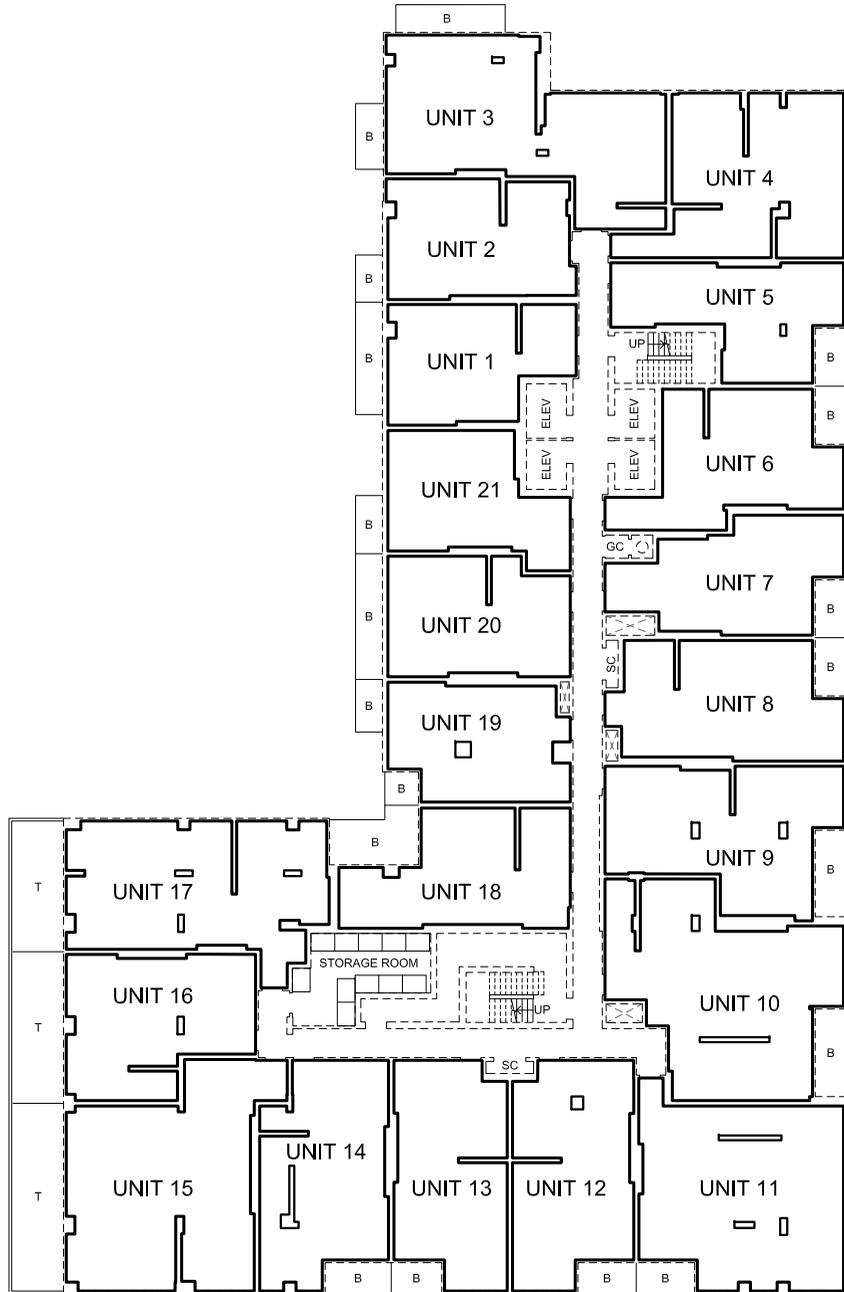
LEVEL 2
UNITS 1 TO 17 INCLUSIVE (RESIDENTIAL)



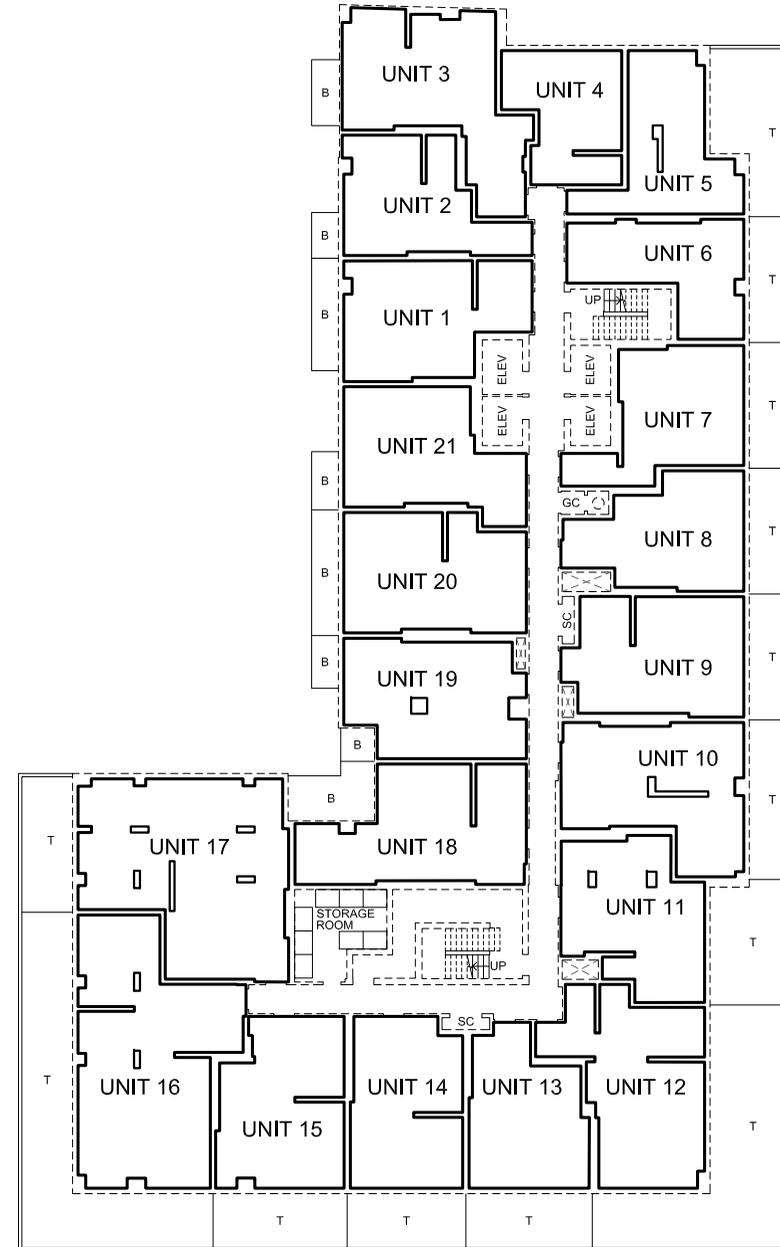
LEVEL 3
UNITS 1 TO 22 INCLUSIVE (RESIDENTIAL)



- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE

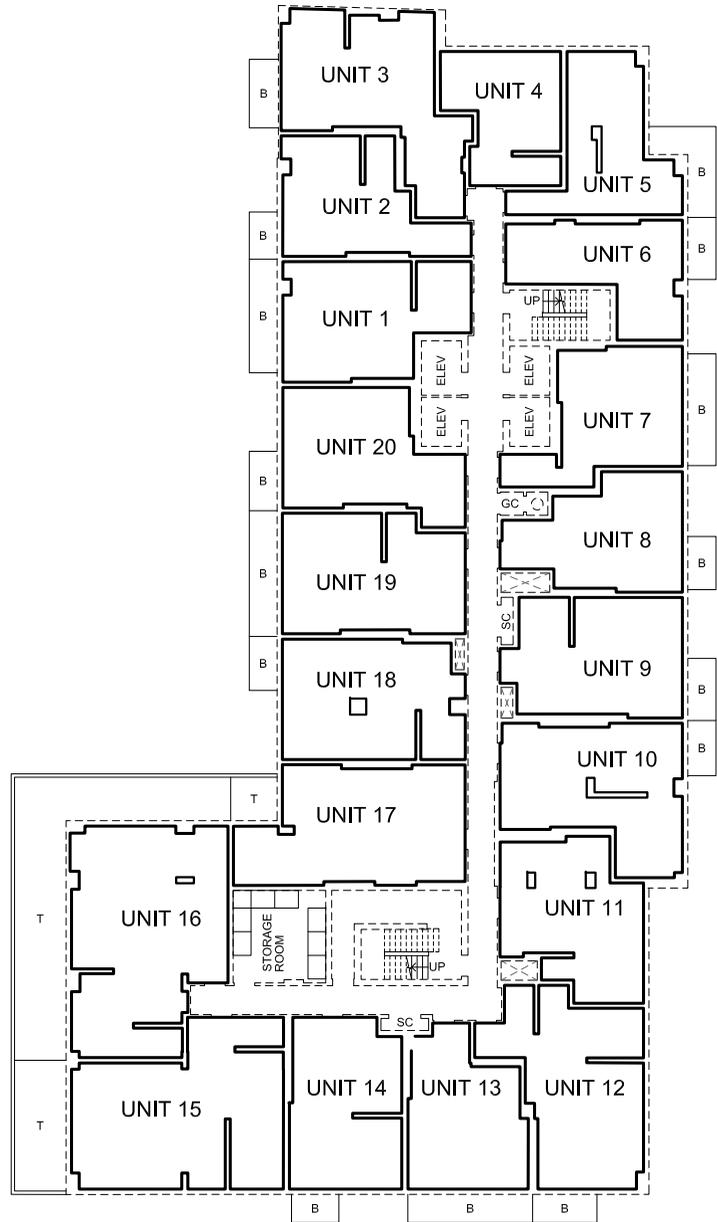


LEVEL 4
UNITS 1 TO 21 INCLUSIVE (RESIDENTIAL)

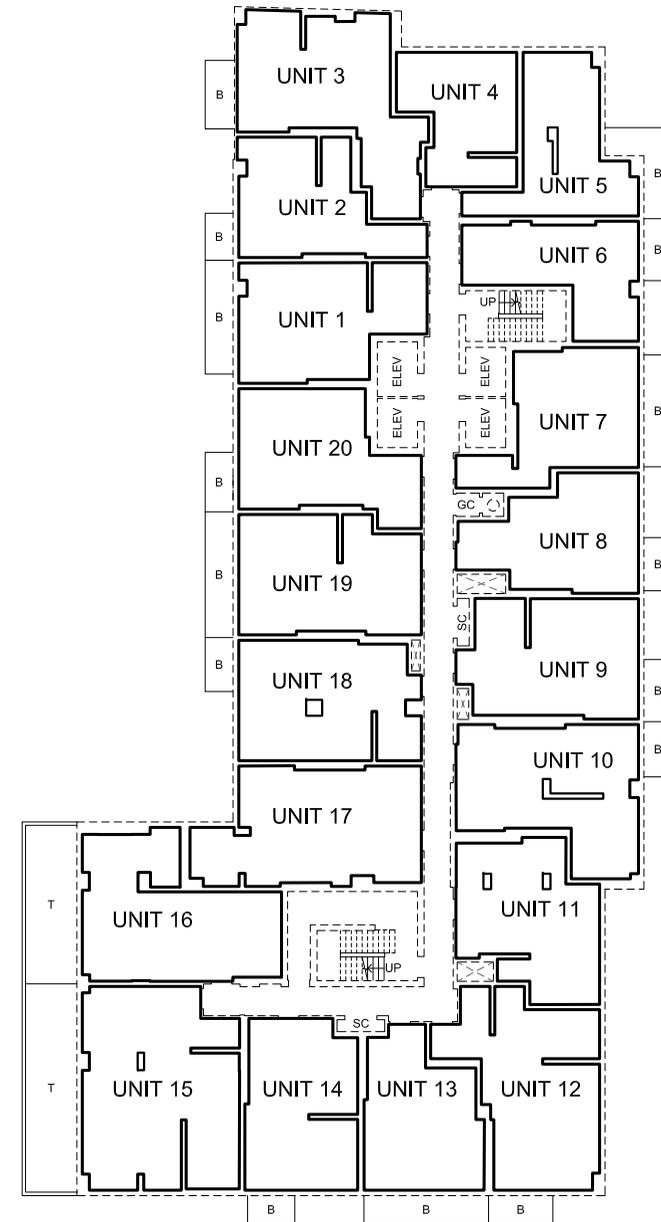


LEVEL 5
UNITS 1 TO 21 INCLUSIVE (RESIDENTIAL)

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE



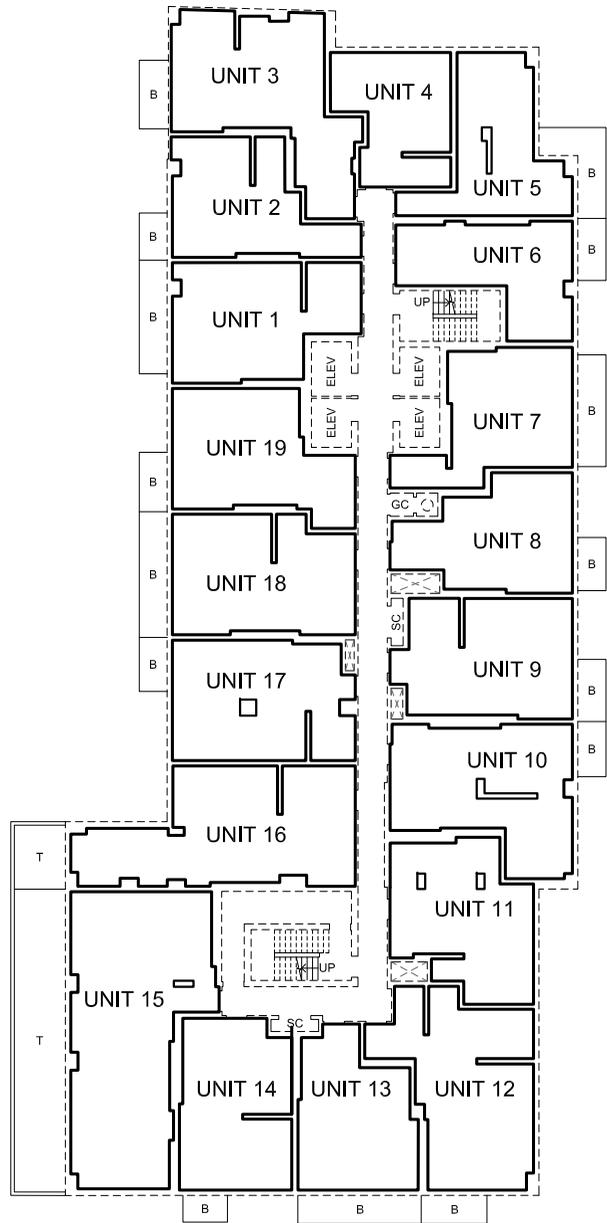
LEVEL 6
UNITS 1 TO 20 INCLUSIVE (RESIDENTIAL)



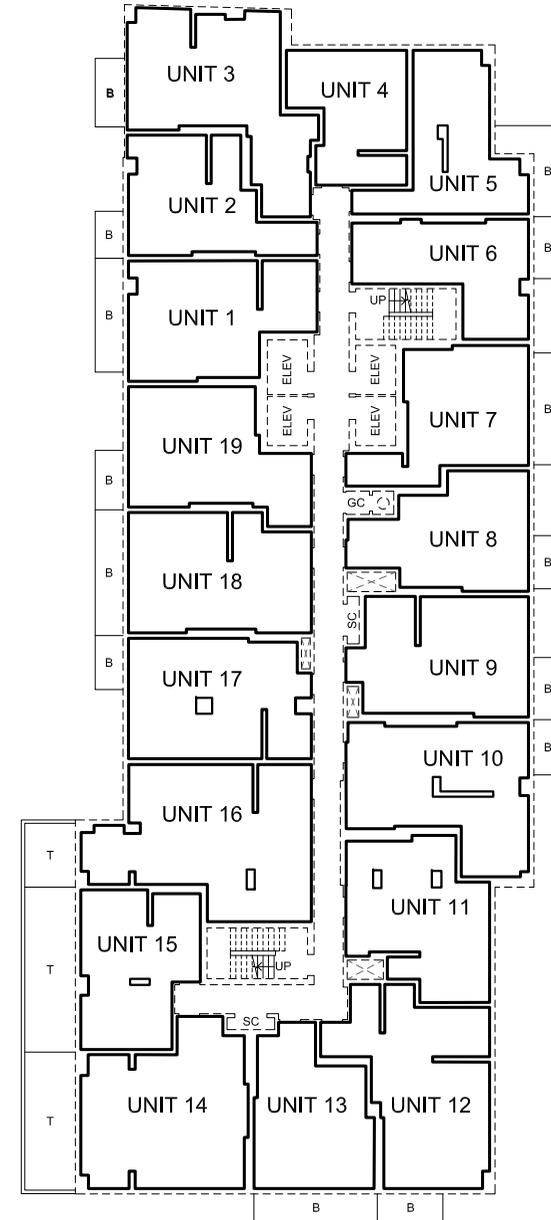
LEVEL 7
UNITS 1 TO 20 INCLUSIVE (RESIDENTIAL)



- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE



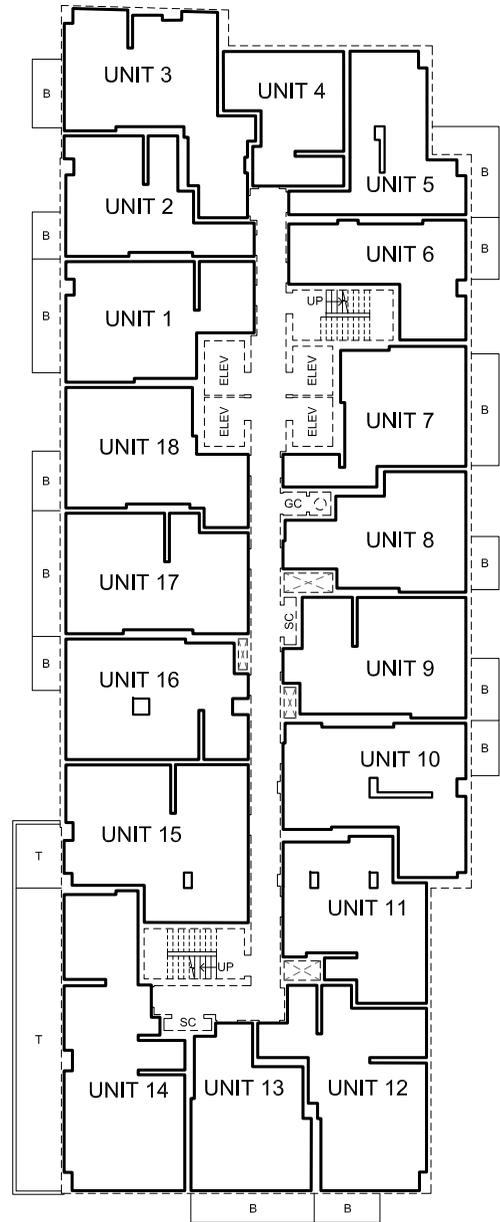
LEVEL 8
UNITS 1 TO 19 INCLUSIVE (RESIDENTIAL)



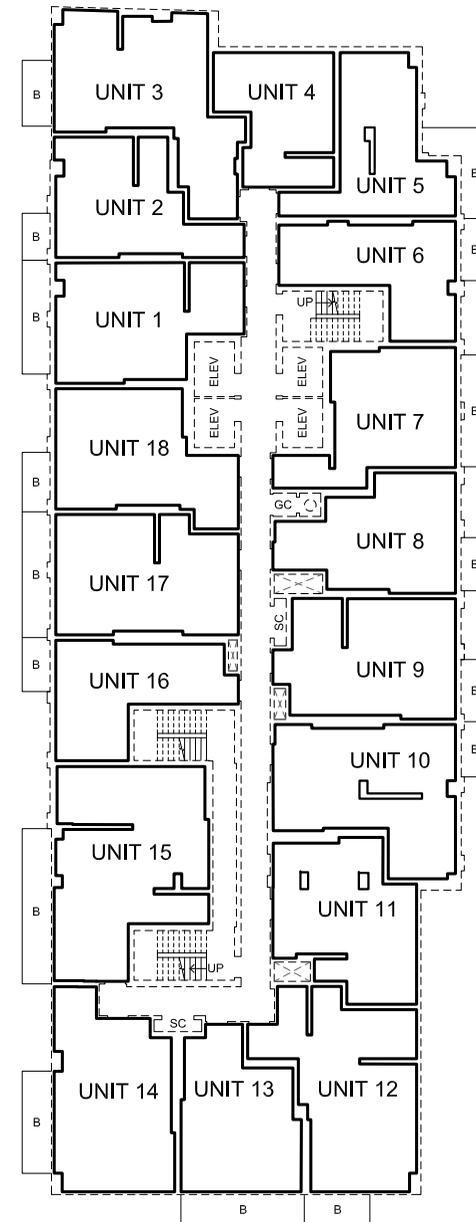
LEVEL 9
UNITS 1 TO 19 INCLUSIVE (RESIDENTIAL)



- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE



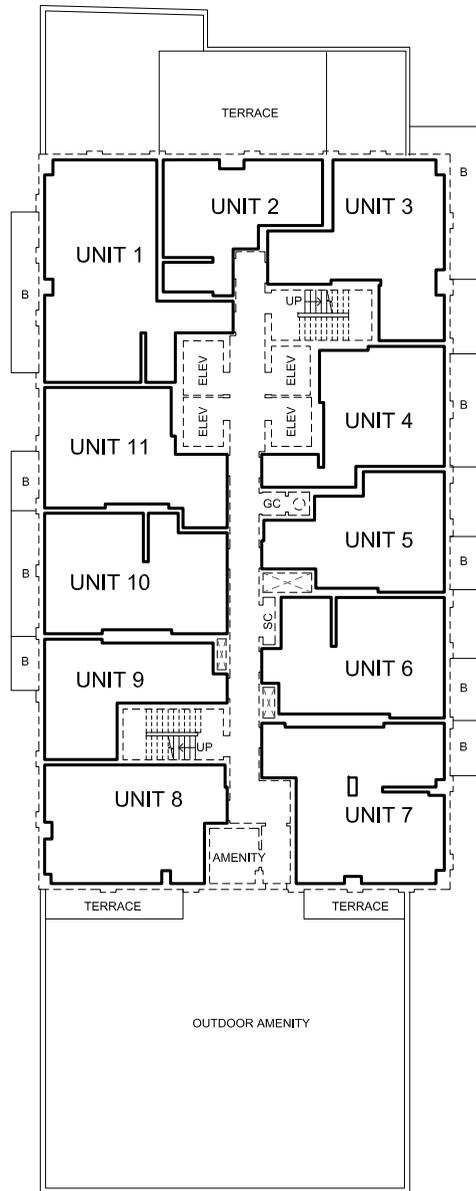
LEVEL 10
UNITS 1 TO 18 INCLUSIVE (RESIDENTIAL)



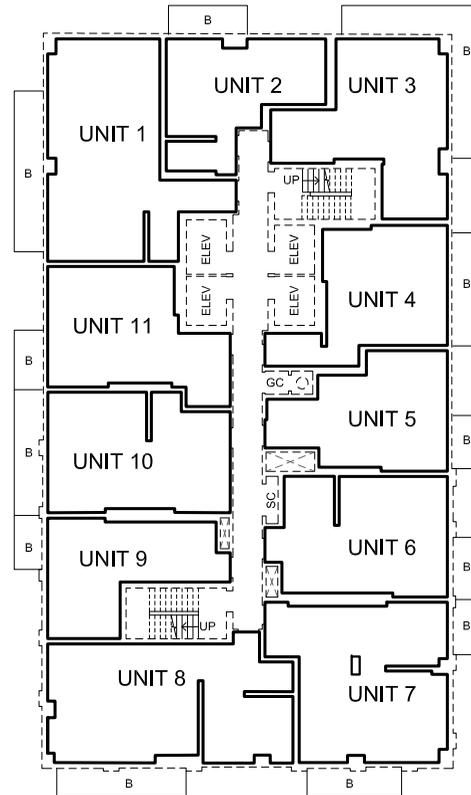
LEVEL 11
UNITS 1 TO 18 INCLUSIVE (RESIDENTIAL)



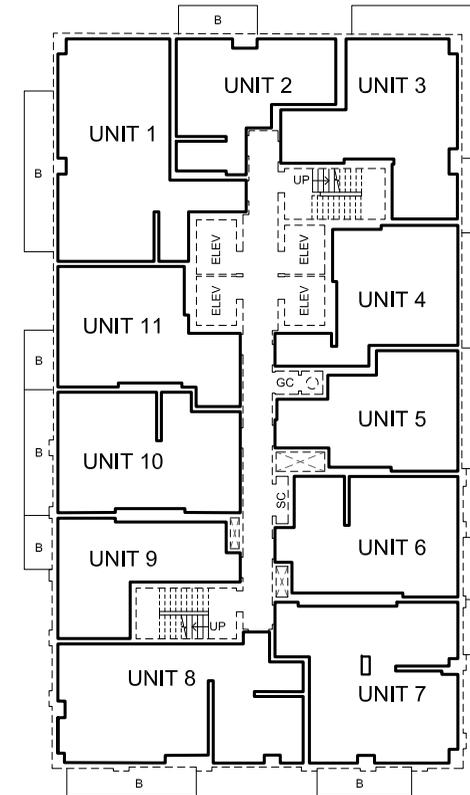
- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE



LEVEL 12
UNITS 1 TO 11 INCLUSIVE (RESIDENTIAL)



LEVELS 13 TO 23 INCLUSIVE
UNITS 1 TO 11 INCLUSIVE (RESIDENTIAL)



LEVELS 24 TO 27 INCLUSIVE
UNITS 1 TO 11 INCLUSIVE (RESIDENTIAL)

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - B DENOTES BALCONY
 - ELEV DENOTES ELEVATOR
 - GC DENOTES GARBAGE CHUTE
 - SC DENOTES SERVICE CLOSET
 - T DENOTES TERRACE