

**INDEX TO THE DISCLOSURE STATEMENT AND ACCOMPANYING DOCUMENTS
FOR THE
RUSH - 520 Richmond Street West CONDOMINIUM PROJECT**

The following documentation is being provided by **ALTERRA-FINER (RICHMOND STREET) LIMITED** (hereinafter referred to as the "Declarant") with respect to the proposed freehold standard condominium being marketed as the "RUSH - 520 Richmond Street West" project, municipally located at **520 Richmond Street West, Toronto, Ontario** (hereinafter referred to as this or the "Condominium" or the "Corporation"), prepared in accordance with the provisions of *The Condominium Act 1998, S.O. 1998*, as amended, and the regulations promulgated thereunder (hereinafter collectively referred to as the "Act"):

		PAGE NOS.
1.	The table of contents to the disclosure statement dated November 2 2018;	1 - 5
2.	The disclosure statement dated November 2, 2018, including a proposed site plan sketch of the site (annexed as Schedule "A" thereto) and the proposed rules (annexed as Schedule "B" thereto);	6 - 43
3.	The proposed declaration;	44 - 124
4.	The proposed by-law no. 1 (being a general organizational by-law which includes, amongst other things, the standard unit definition for repair and insurance purposes, and proposed procedures for mediating disputes);	125 - 145
5.	The proposed by-law no. 2 [being a by-law authorizing this Condominium to enter into an assumption agreement with the Declarant (and possibly with the City of Toronto), pursuant to which the Condominium shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the outstanding S37 agreement and site plan/development agreement heretofore or hereafter entered into with the City of Toronto];	146 - 149
6.	The proposed by-law no. 3 [authorizing the Corporation to enter into an assumption agreement with the Declarant (and with Rogers Communications Inc. as a party, but not as a signatory, thereto, but nevertheless enforceable against this Condominium by Rogers Communications Inc.), pursuant to which the Corporation shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under a bulk internet servicing agreement entered into with Rogers Communications Inc. ("Rogers"), pursuant to which Rogers will be providing broadband internet services on a bulk-billing basis to this Condominium];	150 - 159
7.	The proposed by-law no. 4 [authorizing the Corporation to enter into a ground water discharge agreement with the City of Toronto, as and when requested to do so by the City of Toronto, and to pay all ground water discharge fees which may be charged or exacted by the City of Toronto in connection therewith, as well as all costs and expenses incurred in connection with the monitoring of any such ground water, and in connection with the operation, maintenance and/or repair of any ground water drainage system so installed within the confines of this Condominium];	160 - 180
8.	The proposed management agreement, between the Condominium and Del Property Management Inc.;	181 - 186
9.	The proposed utility monitoring agreement, between the Condominium and Provident Energy Management Inc.;	187 - 191
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11.	The proposed budget statement for the one year period immediately following the registration of the Condominium.	196 - 213

The disclosure statement contains important information about the proposed RUSH - 520 Richmond Street West Condominium project, as required to be provided to all unit purchasers pursuant to the provisions of Section 72 of the Act (and Section 17 of O.Reg. 48/01). Since the information contained in the disclosure statement, and in the foregoing condominium documents accompanying same, is sufficiently important to enable a prospective unit purchaser to make an informed decision as to whether or not to enter into an agreement of purchase and sale for the purchase of a proposed unit in the above-noted project and/or to proceed with the completion of said transaction, all unit purchasers (and prospective unit purchasers) are therefore urged to read all of the documents enclosed herewith in their entirety, and to review same thoroughly with their legal and financial advisors.

It is also strongly recommended that all of the foregoing documents accompanying the disclosure statement, and not simply the disclosure statement itself, be carefully reviewed by all prospective unit purchasers with their legal and financial advisors.

Dated: November 2, 2018

DISCLOSURE STATEMENT
TABLE OF CONTENTS
 (under subsection 72(4) of the *Condominium Act* 1998)

Declarant's name: ALTERRA-FINER (RICHMOND STREET) LIMITED

Declarant's municipal address: 920 Yonge Street, Toronto, Ontario, M4W 3C7

Brief legal description of the property/proposed property:

Part of the following lands and premises:

P.I.N. 21239-0189 (LT)
 being LT 31-34, SEC C PL 135 TORONTO, CITY OF TORONTO
 registered in the Land Titles Division of the Toronto Registry Office (No. 66).

Mailing address of the property/proposed property: 520 Richmond Street West, Toronto, Ontario M4W3C7

Municipal address of the property/proposed property: 520 Richmond Street West, Toronto, Ontario M4W3C7

Condominium Corporation: Toronto Standard Condominium Plan No. _____ (known as this or the "Corporation" or this or the "Condominium")
Note: The condominium plan has not yet been registered.

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.		<i>Refer to:</i> Article B on page 1 of the disclosure statement Section 3 on page 4 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 No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Article F on page 23 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. <i>Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the Ontario New Home Warranties Plan Act.</i>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Article F on page 23 of the disclosure statement

4	A building on the property, or one or more units, has been converted from a previous use.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Refer to:</i> Articles E and G on page 28 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 No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Article D, section 2 on pages 12 and 13 of the disclosure statement, Article H on page 28 of the disclosure statement, and Article V on pages 36 and 37 of the disclosure statement Section 27 on page 23 of the declaration, section 28 on pages 28 and 29 of the declaration
6	A provision exists with respect to pets on the property.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Paragraphs 20 (a) and (b) 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 No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Article D (sections 1 and 2 thereof) on pages 1 to 26 inclusive of the disclosure statement, and Article H on page 28 of the disclosure statement, and Article V on pages 36 and 37 of the disclosure statement Sections 16 to 21, on pages 9 to 13 of the declaration, sections 22 to 30 on pages 13 to 38 of the declaration
8	The declarant intends to lease a portion of the units. <i>If yes, add: The portion of units to the nearest anticipated 25%, that the declarant intends to lease is: 25%</i>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	<i>Refer to:</i> Article J on page 29 of the disclosure statement Sections 32 to 34 inclusive on page 39 to 41 of the declaration
9	The common interest appurtenant to one or more units differs in an amount of 10% or more from that appurtenant to any other unit of the same type, size and design. <i>(if yes, identify the units where this difference exists and what the difference is, expressed as a percentage)</i>	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Refer to:</i> Schedule "D" to the declaration (comprising pages D-1 and D-2 thereof). The first year budget statement
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% or more from that required of the owner of any other unit of the same type, size and design. <i>(if yes, identify the units where this difference exists and what the difference is, expressed as a percentage)</i>	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Refer to:</i> Schedule "D" to the declaration (comprising pages D-1 and D-2 thereof). Refer also to the first year budget statement
11	One or more units are exempt from a cost attributable to the rest of the units.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Refer to:</i> Refer also to the first year budget statement

12	<p>There is an existing or proposed by-law establishing what constitutes a standard unit.</p> <p><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></p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i> Section 9.01(g) of by-law no. 1, and Appendix A-1 and Appendix A-2, to by-law no. 1 Article W on page 37 of the disclosure statement</p>
13	<p>Part or the whole of the common elements are subject to a lease or a licence.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i> Article D on pages 8 to 9 of the disclosure statement</p>
14	<p>Parking for owners is allowed:</p> <p>(a) in or on a unit;</p> <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><i>if yes to any of clauses (a), (b) and (c) above, add:</i></p> <p>There are restrictions on parking.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></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><i>Refer to:</i> Article D, section 1 on pages 18 and 19 of the disclosure statement, Section 29 on pages 37 and 38 of the declaration Paragraph 15 of the Rules</p>
15	<p>Visitors must pay for parking. <i>(if yes, the anticipated costs are \$.....)</i></p> <p>There is visitor parking on the property.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i> Article D, section 1 on page 18 of the disclosure statement, and Article X on page 37 of the disclosure statement</p>
16	<p>The declarant may provide major assets and property, even though it is not required to do so. <i>(if yes, identify the major assets and property involved).</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i> Article Y on page 37 of the disclosure statement</p>
17	<p>The Corporation is required:</p> <p>(a) to purchase units or assets;</p> <p>(b) to acquire services;</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.</p> <p><i>If the answer to (c) is yes, identify the agreements and leases involved:</i></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><i>Refer to:</i> Article Z on page 37 of the disclosure statement Article N(a) to (d) on pages 30 to 30 inclusive of the disclosure statement a) a proposed management agreement with Del Property Management Inc.;</p> <p>b) a proposed utility monitoring agreement with Provident Energy Management Inc.;</p> <p>c) the Assumption of Bulk Internet Services Agreement with Rogers Communications Inc.</p> <p>d) the Ground Water Discharge Assumption Agreement with the City of Toronto</p>

<p>18</p>	<p>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><i>If yes, complete the following:</i></p> <p>(2) The declarant has made representations respecting the future use of the land.</p> <p>(3) Applications will be submitted to an approval authority respecting the use of the adjacent lands.</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 type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article AA on page 37 of the disclosure statement</p>
<p>19</p>	<p>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><i>Refer to:</i></p> <p>Article O on page 34 of the disclosure statement</p>

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale [and the complete text of sections 73 and 74 of the Act outlining the purchaser's rescission rights (both initially upon the receipt of the disclosure statement, and thereafter consequent upon a material change in the disclosure statement)] are reproduced in Article T on pages 35 to 36 of the disclosure statement.

This disclosure statement is made this 2nd day of November, 2018.

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DISCLOSURE STATEMENT

under subsection 72(3) of the Condominium Act 1998, S.O. 1998, as amended, and the regulations promulgated thereunder (hereinafter collectively referred to as the "Act")

**FOR THE CONDOMINIUM PROJECT DEVELOPED BY
ALTERRA-FINER (RICHMOND STREET) LIMITED
(hereinafter referred to as the "Declarant")**

A. DATE OF DISCLOSURE STATEMENT

This disclosure statement is made as of the 2nd day of November, 2018.

B. TYPE OF CORPORATION

The condominium project being developed by the Declarant and outlined in this disclosure statement (hereinafter referred to as this or the "Condominium" or this or the "Corporation") will be a freehold standard condominium corporation.

C. NAME AND MUNICIPAL ADDRESS OF THE DECLARANT, AND MAILING AND MUNICIPAL ADDRESSES OF THE PROPOSED PROPERTY

The name and municipal address of the Declarant are as follows:

DECLARANT: ALTERRA-FINER (RICHMOND STREET) LIMITED
920 Yonge Street
Toronto, Ontario
M4W 3C7

The name, mailing address and municipal address of the Condominium are as follows:

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. _____ :

Mailing and Municipal Address: 520 Richmond Street West
Toronto, Ontario
M5V 1Y4

D. GENERAL DESCRIPTION OF THE PROPOSED PROPERTY

SECTION 1 - DESCRIPTION OF THE BUILDING AND UNITS

The above-noted condominium proposed to be developed by ALTERRA-FINER (RICHMOND STREET) LIMITED (hereinafter referred to as the "Declarant") is intended to comprises a 15 storey mixed-use mid-rise condominium project consisting of approximately 125 dwelling units (without a designated superintendent's suite), together with approximately 26 parking units, 26 locker units and 1 retail (which condominium is hereinafter collectively referred to as this or the "Condominium" or this or the "Corporation" or the "Condominium Corporation").

The Condominium will be developed and constructed on the following lands and premises:

Lots 31-34, Sec C, Plan 135 registered in the Land Titles Division of the Toronto Registry Office (No. 66)
being all of Property Identification No. 21239-0189 (LT)

(hereinafter referred to as the "Real Property" or the "Lands").

For ease of reference and identification purposes, a proposed site plan sketch of this Condominium is attached as Schedule "A" to this disclosure statement (the "Proposed Building Site Plan") on the express understanding, however, that the Declarant reserves the right to unilaterally change the proposed layout and/or location of the Condominium on the Lands.

The Lands will be developed and completed in accordance with the requirements of the City of Toronto (hereinafter sometimes referred to as the "City") and various other governmental authorities or agencies having jurisdiction thereover. The exact location and final boundaries of this Condominium will be influenced by as-built conditions and siting of the buildings and structures as ultimately constructed. Accordingly, as construction of this Condominium is completed and prior to its registration under the Act, a reference plan of survey will be prepared delineating the exact boundaries this Condominium, and any appurtenant and servient easements.

Any existing and/or anticipated appurtenant and servient easements that are to affect the Real Property are more particularly described below and in Schedule "A" to the proposed declaration of this Condominium, a draft of which is included with this disclosure statement.

The Declarant reserves the right to increase or decrease the final number of dwelling, parking, locker and/or other ancillary units intended to be created within this Condominium, as well as the right to substitute any level in this Condominium with an alternate floor plate containing a modified design of units and/or a modified number of units on the level [which change(s) would necessitate a re-allocation of each owner's proportionate percentage of the common expenses, and with the first year budget being modified accordingly], together with the right to alter the design, style, size and/or configuration of the retail unit and/or any of the dwelling units ultimately comprised within this Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole and unchallenged discretion, provided that the final budget for the first year following registration of this Condominium is prepared in such a manner so that any such variance in the retail unit and/or dwelling/parking/locker and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the retail unit, dwelling, parking and/or locker units sold prior to the date that any such variance is implemented by the Declarant. In addition, purchasers are hereby advised that one or more adjacent dwelling units in this Condominium may be combined or amalgamated prior to the registration of this Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall dwelling unit count will be varied and adjusted accordingly. Purchasers are further advised that during any minor variance and/or site plan approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling and/or retail units comprising the Condominium) may vary, and the location of the Condominium's proposed access and egress, recreational facilities and amenities

may likewise be altered, all without adversely affecting the floor plan layout, design and size of the interior of units. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to this disclosure statement and the Purchaser shall be obliged to complete his/her transaction notwithstanding the foregoing, without any abatement in the purchase price, and without any entitlement to a claim for damages or other compensation whatsoever. Purchasers shall be estopped from opposing any of the aforementioned application(s) for additional units and/or storeys, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or an increase in the height of the Condominium and/or an increase in the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever.

Graffiti Alley District

This Condominium is located in the City of Toronto's Graffiti Alley District which is generally located in The Fashion District and runs south of Queen Street West from Spadina Avenue to Portland Street beginning at 1 Rush Lane and includes the public lane adjacent to the west of the Condominium building. The Purchaser is advised that street graffiti is encouraged and welcomed by the City of Toronto in Graffiti Alley and as such the Declarant expects that the proximity of the Lands to Graffiti Alley will most likely result in the exterior of the neighbouring buildings and that of the proposed Condominium being covered with street graffiti at the time of closing. It is also expected that graffiti will be transient such that it will be replaced by new graffiti from time to time and that the graffiti on the neighbouring building(s) and on the Condominium building as of the final Closing Date may be different from the graffiti on the neighbouring buildings and/or on the Condominium building as at the date of execution of this Agreement and/or as at interim closing.

The Purchaser is advised that neither the Declarant and/or the future Condominium Corporation (once it is registered) will have the ability to compel or prevent the drawing or painting of graffiti on the Condominium building nor have the ability or the lawful right to control the quality and/or content of the graffiti. In addition the Condominium's declaration will include an express duty preventing the Condominium Corporation from removing the graffiti from the Condominium building unless the Condominium is required to obey and comply with any judgment, decree, ruling or order issued, made or rendered by a court, administrative, regulatory or similar proceeding (whether civil, quasi criminal or criminal), arbitration, mediation or inquiry by any governmental authority.

The Purchaser is further advised that graffiti is subjective in nature and may not be welcomed by all persons. Nonetheless the Purchaser will be required to complete the transaction with the Declarant despite any graffiti having been placed on the exterior of the neighbouring building(s) and/or on the Condominium building (including if same is placed within the entrance to the underground parking garage and/or above the first storey of the Condominium) and regardless of whether the graffiti located on any neighbouring buildings and/or on the Condominium building and regardless of its message and/or content.

Vehicular Access to the Condominium

Purchasers are advised that the Condominium is bounded public lanes to the north and to the west of the Condominium which are owned by the City of Toronto. Vehicular access and egress to this Condominium will be off the public lane to the north of the Condominium known as Rush Lane.

Purchasers are advised that both public lanes may be used from time to time by the City of Toronto and/or the surrounding community for public gatherings, festivals, concerts and other similar activities and that noise and vibrations from music and other sounds resulting from such activities may from time to time cause noise and/or vibration levels to exceed a comfortable level and occasionally interfere with some activities of the dwelling occupants in this Condominium, including without limitation, the occupants of dwelling units located on the north and west side of the Condominium building. Furthermore such activities may, from time to time, cause temporary delay in entering and exiting the underground garage.

Motor Vehicle Elevator

Vehicular access to (and egress from) the underground parking garage will be available from grade (level 1) by way of two elevating devices which will be used to elevate or lower motor vehicles (subject to the weight and size limitations hereinafter set out in this disclosure) into the underground parking garage (hereinafter collectively referred to as the "Motor Vehicle Elevator(s)").

Each Motor Vehicle Elevator will be able to accommodate one motor vehicle at a time with one Motor Vehicle Elevator to be used strictly to lower vehicles into the parking garage and the other Motor Vehicle Elevator to be used to elevate motor vehicles out of the underground parking garage. If one of the two Motor Vehicle Elevators is disabled, under repair or out of service for any other reason, then the other Motor Vehicle Elevator will operate as both an "in and out" elevator during such period of time and Purchasers and occupants of the Condominium will experience delay in entering and exiting the underground garage during such period.

Once the motor vehicle is lowered into the underground parking garage the driver of the motor vehicle will drive the vehicle from the Motor Vehicle Elevator to his or her parking unit. No persons are permitted to ride the Motor Vehicle Elevators unless they are in their motor vehicles. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the future Condominium board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 4500kg (10,000 lb), 1.9 metres in height, 190 cm in width and 5.2 metres in length, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time).

Purchasers are advised that e-bikes (bicycles powered by a battery pack) shall not be permitted to access the Motor Vehicle Elevator and/or the underground garage but may be transported to and from a dwelling unit by using the passenger elevator in Condominium in accordance with the provisions of the declaration.

The Motor Vehicle Elevators shall form part of the Condominium's common elements and the Condominium shall be responsible to operate, maintain, repair and replace the Motor Vehicle Elevators and the costs relating thereto shall comprise part to the common expenses and be reflected in the Condominium's annual operating budgets.

Purchasers are advised that they (and permitted occupants) may be required to participate in a training session prior to receiving access to the Motor Vehicle Elevators and the underground parking garage and any Purchaser (and/or his or her occupants) refusing and/or failing to complete such training may be prevented from accessing the underground parking garage until the training is completed.

Purchasers are also advised that this Condominium contains one or more parking units that can only accommodate a compact or smaller size motor vehicle and that the Vendor shall have the unilateral right, exercisable in its sole, unfettered and unchallenged discretion, to allocate or assign such compact parking unit(s) to any Purchaser and that such Purchaser shall be obliged to accept title thereto, and to pay all common expenses attributable to same after closing.

Retail/Commercial Retail Unit

The Condominium will contain a ground floor commercial/retail component comprising approximately 215 square meters of ground floor commercial/retail space that will be comprised of one retail unit within the Condominium and which will contain one retail store (hereinafter referred to as the "retail unit").

No Superintendent Suite

Purchasers are advised that there will be no superintendent in this Condominium.

Community Facilities/Benefits Required by the Outstanding Section 37 Agreement

Purchasers are hereby advised the Lands are subject to a Section 37 Density Bonus/Development Agreement made between the Declarant and the City of Toronto, and which agreement was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on registered on October 3, 2018 as Instrument No. AT4974249 (the "Section 37 Agreement"), pertaining to the provision of public benefits in exchange for increases in the height and/or density of the development(s) to be constructed on the Real Property. The Section 37 Agreement requires, amongst other things, that the Declarant make or fund certain public realm improvements, and requires, amongst other matters, the conveyance to the City of Toronto of a 1.02 metre strata conveyance to widen the existing public lane to the west of the Condominium together with a corresponding right of support as required by the City.

Easements

The common elements of this Condominium may be subject to:

- a) one or more easements in perpetuity, in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "Telecommunication Service Providers"), over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of cable television, telephone, internet and/or telecommunication lines, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone, and/or telecommunication services to each of the units in this Condominium by the Telecommunication Service Providers, with each unit owner being separately billed or invoiced directly by the Telecommunication Service Providers for all cable television, telephone and telecommunication services so consumed, and if so requested by any or all of the Telecommunication Service Providers, title may also be subject to one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers pertaining to the provision of cable television, telephone and/or telecommunication services to this Condominium (hereinafter referred to as the "Telecommunication Agreements"), on the express understanding and agreement that:
 - (i) any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone, internet and/or telecommunication services to each of the units and the common elements of this Condominium; and
 - (ii) the aforementioned easements and/or the Telecommunication Agreements may specifically allow each of the Telecommunication Service Providers access to and from the common elements of this Condominium for the purposes of facilitating the promotion and marketing of their respective telecommunication services and products, from time to time;
- b) a telecommunication easement and servicing agreement to be entered into between the Declarant and Rogers Communications Inc. (hereinafter referred to as "Rogers") with respect to the provision by Rogers of broadband internet services on a bulk basis to this Condominium, comprising approximately 250 Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity, with corresponding unlimited usage (hereinafter referred to as the "Bulk Internet Agreement"), pursuant to which Rogers shall have an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, wires, cables and appurtenant equipment (hereinafter collectively referred to as "Rogers' Internet Equipment"), in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis, having:
 - A. an initial term of six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
 - B. an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the monthly rates as is set out in the Bulk Internet Agreement; and
 - C. if the option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised.

on the express understanding that:

1. all amounts or rates so payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s);
 2. Rogers shall retain ownership of its broadband internet telecommunication lines, wires, cables, conduits and appurtenant equipment (hereinafter collectively referred to as the "Rogers' Internet Equipment"); and
 3. Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet and other telecommunication services and products, from time to time;
- c) an easement to and in favour of the local electricity authority or provider, for provision of electricity services to the Lands; and
- d) an easement to and in favour of the local gas authority or provider for the provision of natural gas service to the Lands.

The Utilities and Metering of Dwelling Units in this Condominium

Purchasers are advised that water, electricity and gas services to the non-exclusive use common elements will be bulk-metered, and the cost of same shall correspondingly comprise part of the common expenses. Dwelling units on level 8 of the Condominium with an exclusive use terrace area, namely units 1, 2, 3, 4 and 5 on level 8, shall have a natural gas connection installed within such terrace area in such location as determined by the Vendor in its sole and unfettered discretion, and which natural gas connection shall be used solely for the purposes of operating a natural gas barbecue in accordance with the rules of the Condominium and for no other purpose whatsoever. Purchasers of such dwelling units are advised that such dwelling units that receive a natural gas connection will not be individually metered for such natural gas usage and that the Declarant intends to adjust upwardly the monthly common expense fee attributed to such dwelling units to reflect such additional estimated natural gas consumption. No gas service will be provided other than for barbecues as hereinbefore set out.

Each of the dwelling units in this Condominium shall be:

- i) serviced by (and equipped with) an individually-controlled and independently operated air to water heat pump unit that will form part of the dwelling unit (whether located within or beyond the boundaries of such dwelling unit) which will provide heating and cooling services in respect of the dwelling unit. Purchasers of dwelling unit(s) which have more than one heat pump servicing such dwelling unit will have more than one electricity check meter and such Purchaser will be charged an additional cost on the Closing Date for the supply and installation of each additional heat pump and each additional check meter so required. Each dwelling unit shall also be equipped with an energy recovery ventilator(s) (hereinafter sometimes referred to as the "In-Suite ERV") which will provide ventilation air and sanitary washroom exhaust for the dwelling unit;
- ii) individually check metered by way of an electricity check meter installed as an appurtenance to the dwelling unit, for its respective electricity consumption, so that the cost of each dwelling unit's electricity consumption (reflecting the electricity utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses; and
- iii) individually check metered by way of a hot and cold water check meter(s) installed as an appurtenance(s) to the dwelling unit, for its respective consumption of hot and cold water, so that the cost of each dwelling unit's hot and cold water consumption (reflecting the quantity of hot and cold water utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses.

It is presently anticipated that this Condominium will not contain any electrical parking units. However, in the event that the Declarant hereafter decides, in its sole discretion, to create any electrical parking units in the course of completing this Condominium, then same will be completed only with a roughed-in empty conduit in order to expedite and/or facilitate the future installation by the Condominium, at its sole cost and expense, of electrical wiring, electrical outlet or plug, electrical charging station which may either be on a pay per use basis using credit payment, or in the alternative, be connected to an individual check meter in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle parked from time to time within any such electrical parking unit. In either case the owner of any electrical parking unit so created shall be responsible for paying for the cost of such installations together with the electricity consumption, in addition to the common expenses attributable to such owner's electrical parking unit (unless the electrical charging station is operated on a pay per use basis). The Purchaser is advised that there is no guarantee or assurance whatsoever that the Condominium will approve of the proposed alterations to such parking units to convert them to an electrical parking unit, inasmuch as the Condominium's electrical transformer may or may not have sufficient power or capacity to accommodate the additional electricity consumption required therefrom or in connection therewith. Purchasers are advised that the Condominium shall be solely responsible, at its sole cost and expense, for any future upgrade to the electrical transformer in order to have sufficient power or capacity to provide electricity to such electric parking units.

The Corporation will accordingly receive bulk invoices for the water, natural gas and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water, natural gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the "Bulk Utility Bills"), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in this Condominium, as and when due. However, in an effort to promote energy conservation, the Declarant has installed separate check or consumption meters for hot and cold water and electricity service appurtenant to each of the dwelling units (for the purposes of measuring and gauging the hot and cold water and electricity service consumed by each owner's dwelling unit, and by any exclusive use common element areas appurtenant thereto).

In turn, the Corporation shall be obliged to retain the services of a third party contractor (hereinafter referred to as the "Utility Monitor"), who shall initially be Provident Energy Management Inc., a company that is not related to, or associated or affiliated with, the Declarant (hereinafter referred to as "Provident") to read:

- a) the hot and cold water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices periodically to each of the respective dwelling unit owners for the cost of their respective consumption of hot and cold water and electricity service, determined in accordance with the Utility Monitor's sub-meter readings;
- b) the gas, hot and cold water and electricity check meters appurtenant to the retail unit, on a periodic basis, and to correspondingly issue invoices periodically to the owner of the retail unit for the cost of its consumption of gas, hot and cold water and electricity service, determined in accordance with the Utility Monitor's sub-meter readings.

The servicing agreement to be entered into between this Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters appurtenant to each of the units in this Condominium, in order to ensure that same are operating properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each unit owner's respective periodic invoices for the cost of the hot and cold water and electricity services so consumed) as compensation for the Utility Monitor's reading and invoicing services (and in respect of the retail unit, a monthly administration fee as part of such owner's periodic invoices for the cost of such unit's consumption of gas, hot and cold water and electricity services so consumed).

Forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read each of the check meters for hot and cold water and electricity appurtenant to each of the dwelling units, and the gas, hot and cold water and electricity check meters appurtenant to the retail unit, either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate, and the Utility Monitor (as agent for and on behalf of the Corporation) shall thereafter issue and submit its own separate periodic invoice(s) to each of the dwelling unit owners, reflecting the cost for their respective hot and cold water and electricity consumption [with the cost of the hot and cold water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto) owned by such dwelling unit owner, being hereinafter collectively referred to as each dwelling unit owner's "Proportionate Share of Residential Utility Consumption" or "P.S.R.U.C."].

Each unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C., on or before the date specified in an invoice for same from the Utility Monitor (hereinafter referred to as the "Due Date"). In the event that any unit owner fails to pay to the Utility Monitor his or her P.S.R.U.C., on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation (at common law, by statute, or in equity), the Corporation shall be entitled to:

- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.R.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.R.U.C. amount commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;
- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Owner for such unpaid P.S.R.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
- iii) maintain and enforce a lien against the Defaulting Owner's unit, as security for the payment of his or her P.S.R.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Utility Lien"), and such Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

Moreover, all arrears of any check metered utilities (namely for hot water, cold water and/or electricity, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any dwelling unit owner(s), as and when said invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's unit; provided however that if the immediately preceding clause is hereafter successfully judicially

challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from, or negatively effect) the Corporation's Utility Lien and this Condominium's enforcement thereof in accordance with the foregoing provisions.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Utility Lien against a particular unit, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any unit, the then current registered owner of any unit, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100 plus HST (but at no charge, fee or expense whatsoever to the Declarant or the Declarant's solicitor requesting same).

As previously mentioned, the Condominium shall enter into a formal utility monitoring agreement or service agreement with Provident Energy Management Inc., to serve and act as the Utility Monitor for and on behalf of the Corporation, and its administration fee (to be charged with each monthly invoice to each unit owner during the first year following the registration of this Condominium) and covering its monitoring and invoicing services with respect to the individual check or consumption meters appurtenant to each of the dwelling units in this Condominium, shall be \$23.85 per month plus HST, payable by each dwelling unit owner for dwelling units which have electricity and hot and cold water check meters (unless such dwelling unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail), rather than in paper form, in which case the monthly fee will be discounted by \$1.00 per month to \$22.85 per month plus HST), which monthly fees are subject to change, from time to time, upon written notice from the Utility Monitor to the Condominium Corporation and/or to each of the unit owners in this Condominium, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada.

In order to facilitate the payment of all invoices issued by the Utility Monitor from time to time, each of the unit owners shall make their requisite payments directly to the Utility Monitor by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan. Without limiting the generality of the foregoing, the Purchaser hereby agrees to execute and deliver to the Declarant's solicitors, on or before the interim occupancy closing of this transaction, the Utility Monitor's pre-authorized payment plan form, together with an unsigned cheque marked "void" from the Purchaser's bank account to be used for making all such payments to the Utility Monitor.

Purchasers shall be obliged to permit the Utility Monitor (as hereinafter defined) to access to their respective dwelling units at all reasonable times and from time to time, in order to conduct meter readings and to carry out any necessary maintenance or repairs to such meters, as and when required, in order to ensure that the said meters and check meters operate properly.

Each of the dwelling units in this Condominium will also be separately invoiced for their respective cable television and telephone services, but the internet service will be billed to the Condominium on a bulk basis and shall comprise part of the common expenses (pursuant to Schedule "D" to the Condominium's declaration).

The Residential Heating & Cooling System

In-suite climate of each dwelling unit can be modified by the thermostat mounted on the wall within each suite. Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the complete air to water heat pump unit (including all equipment appurtenant thereto) comprising all or part of the heating/cooling system servicing his or her dwelling unit (whether same is installed or located within or beyond the boundaries of the dwelling unit), provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the condominium corporation, and shall be carried out exclusively by the condominium corporation's authorized contractors, agents and/or representatives, but shall nevertheless be paid for by the affected unit owner immediately upon the condominium corporation's presentation of an invoice for same. Each owner of a dwelling unit shall accordingly notify the condominium corporation or this Condominium's property manager regarding any needed maintenance and/or repair work to the combined air to water heat pump unit (and all equipment appurtenant thereto), and shall allow the condominium corporation's authorized contractors, agents and/or representatives access thereto at all reasonable times in order to carry out said work. In the event that any invoice issued by or on behalf of the Corporation for any of the foregoing maintenance or repair work is not paid when due, then the Corporation shall be entitled to recover same against the delinquent dwelling unit owner in a manner similar to common expense arrears (i.e. by registering a lien against the unit of the defaulting owner which would have priority over all other registered encumbrances, and which could ultimately lead to power of sale proceedings similar to a real property mortgage in default).

Garbage Collection and Disposal

Insofar as the collection, storage, recycling and/or disposal of residential garbage is concerned, all dwelling unit purchasers are advised that:

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a recycling and waste sorting system situate in a designated garbage room on each level in the Condominium and comprising part of the common elements of this Condominium. The central garbage and recycling room is intended to be used by the Corporation solely for the purposes of, temporarily storing, sorting and recycling the garbage refuse emanating from any of the dwelling units and the common element areas in this Condominium.
- b) Municipal or private garbage pick-up service will be available to this Condominium only for the collection and removal of the garbage emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled garbage pick-up days. Accordingly, on designated garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's garbage container bins to be moved between the garbage storage and recycling room.
- c) In the event of municipal garbage pick-up, the City of Toronto may require the payment of a service charge from the Corporation, associated with the municipality's provision of containerized garbage collection services for this Condominium, and if so, all such municipal charges shall constitute part of the common expenses of the Corporation.
- d) The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from this Condominium, in order to properly manoeuvre the containers to the exterior

storage/collection pad, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.

Retail Garbage Disposal

Insofar as the collection, storage, recycling and/or disposal of retail/commercial garbage is concerned, the retail unit purchaser is advised that:

- e) The owners and tenants of the retail unit in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate garbage storage and recycling room within the retail unit, which is intended to be used solely for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating exclusively from the retail unit in this Condominium.
- f) The retail unit owner shall be responsible for arranging (and paying for) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from its retail unit, as well as the cost of purchasing or renting the appropriate number and type of garbage bins in order to properly store and/or load the garbage emanating from their respective units, based on the type and amount of such garbage and for the building superintendent or another trained person retained by the retail owner to be present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the designated storage/collection pad, and onto the private garbage collection vehicles, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.

In the event that the retail unit owner requires access to the public laneway to the west or the north of the Condominium in order to transport garbage from the retail unit to the exterior garbage storage area (and the City of Toronto has not cleared snow and ice from such public laneways) then it shall be the retail unit owner's sole responsibility to clear a path from the side door of the retail unit to such exterior garbage storage area and not the responsibility of the Condominium.

Exclusive Use Areas for Dwelling Units

Some dwelling units may have the benefit of an outdoor terrace or balcony, as an exclusive use common element area appurtenant thereto (pursuant to Schedule "F" of the declaration of this Condominium), and if such is the case, then the affected dwelling unit owner shall be responsible for maintaining all of the hard and soft landscaping materials (if any) that have been (or will be) originally installed therein by the Declarant (including plants, soil materials, fencing, stones, etc., if any), in accordance with the provisions of the declaration, all at the unit owner's sole cost and expense, on the express understanding that where any such landscaping materials are inaccessible by the affected unit owner (or difficult to reach), then such unit owner shall be obliged to notify the Corporation of any needed or desired maintenance work with respect thereto, and the Corporation's authorized agents, representatives or retained contractors shall thereafter carry out such maintenance work, at the sole cost and expense of such owner.

Use of the Dwelling Units

Purchasers are advised that each dwelling unit shall be occupied and used only for residential purposes in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for providing residential rental accommodation on a furnished and/or unfurnished suite basis, through lease/license arrangements, provided however that:

- i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the City of Toronto (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws");
- ii) any lease or license (including any sub-lease or sub-license) to occupy any dwelling unit in this Condominium, whether in a furnished or unfurnished state, shall be for a minimum initial term or duration of not less than ninety (90) consecutive days, and may occur or be created and permitted on any number of occasions;
- iii) the Corporation shall not hereafter:
 - A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), any tenant, occupant or guest registration fee, any exchange of key fee, or any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or
 - B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;so long as the initial term or duration of any lease or license (or any sub-lease or sub-license) so entered into has a minimum initial term or duration of not less than ninety (90) consecutive days, as hereinbefore required, and any by-law, rule or board resolution hereafter passed or enacted which purports to do so in contravention of the foregoing shall be deemed and construed to be ultra vires and unenforceable; and
- iv) nothing contained in the Condominium's declaration shall not prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or

charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered and unchallenged discretion), until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant or any such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred by the Declarant or such mortgagee to each of the respective unit purchasers thereof.

Use of the Retail Unit

The occupation and use of the retail unit shall be in accordance with the following restrictions and stipulations:

- a) Save as otherwise expressly provided elsewhere in the Condominium's declaration to the contrary, the retail unit shall be used and occupied only for commercial/retail purposes (such as retail stores, restaurants), in each case in strict conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws"), provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the retail units as models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as all dwelling units and the retail unit in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) Notwithstanding anything provided to the contrary in the Condominium's declaration, under no circumstances shall the owner of the retail unit be permitted to use (or allow any other party to use) his or her retail unit (or any portion thereof) for any of the following uses or purposes, namely:
 - i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, by reason of the creation or emission from such owner's retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise.
 - iii) the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the Applicable Zoning By-laws;
 - iv) any use or purpose which, in the reasonable opinion of the Declarant or the board of directors of this Condominium, is incompatible with the residential nature of the residential component of the Condominium (and the possible presence of children within such components of the Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video/dvd store or business, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws;
 - v) an abortuary, a drug addiction treatment centre, a drug rehabilitation clinic and/or any other use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws.

For purposes of clarity, Purchasers are advised that any retail store or business operation that carries on the sale or distribution of cannabis and/or cannabis related products, including without limitation foods containing cannabis, shall not be considered nor construed a use or purpose constituting a nuisance to (or otherwise interfering with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, nor shall such use be considered nor construed as a use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, and such uses shall be considered a permitted use of the retail unit.

- c) The retail unit owner shall, at such owner's sole cost and expense, be solely responsible for:
 - i) determining and satisfying himself or herself as to whether the retail unit may be lawfully or properly used or occupied for such owner's intended use or occupation; and
 - ii) obtaining an occupancy permit (or such other occupancy authorization issued by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's retail unit, as required by the Governmental Authorities pursuant to any applicable statute, by-law, rule or regulation.

Signage for the Retail Unit

The owner of the retail unit shall be entitled to place, install, affix, attach, hang and/or display signage or advertising material within the interior of such owner's retail unit (whether affixed to the interior side of any window, glass door or otherwise) that is (or will be) visible from the exterior of the retail unit, and that promotes or relates to such owner or the business or service(s) lawfully being carried on (or intended to be carried on) within the confines of such owner's retail unit, provided that the size, design, graphics, colour, composition, text and location thereof complies in all respects with the provisions of the Applicable Zoning By-laws. Any such interior signage or advertising material shall be erected,

affixed, maintained, repaired and insured at the sole cost, risk and expense of the retail unit owner so desiring to install or affix same.

The retail unit shall be entitled to install, place and/or affix such owner's (or its tenant's) desired exterior signage or advertising material and to affix or place his or her desired signage or advertisement materials to (or within) the designated space allocated to such owner by the Declarant or the Condominium, as the case may be, or affixed to the exterior window wall just above (or adjacent) the entry doors to the retail unit, which advertises or promotes the business or products sold from the confines of the retail unit, provided that such signage shall not impair or diminish the load-bearing capacity or structural integrity of any interior or exterior walls or columns or exterior window wall and/or the structural components of the Condominium's common elements or any support that same are providing to any units and/or the Condominium and provided further that all such exterior signage and/or advertising materials so desired to be installed within said designated space(s) (in terms of size, design, colour, composition, font and text) have first been approved by the Declarant or the Corporation, as the case may be, and otherwise comply in all respects with the provisions of the Applicable Zoning By-laws. In addition, all such exterior signs and advertising materials shall be erected, affixed, maintained, repaired and/or insured at the cost, risk and expense of the retail unit owner. Prior to the commencement of the signage installation work, the retail unit owner intending to implement or carry out such work shall comply with the following, namely:

- i) provide copies of all plans, drawings and specifications prepared by the retail unit owner's architect or engineer to both the Declarant and the Condominium, showing in reasonable detail, the proposed installations, removal and/or alteration work, accompanied by a certificate from the base building's structural engineer (or such other structural engineer as approved by the Declarant and the board) confirming to both the Declarant and the board that such work will not impair or diminish the load-bearing capacity or structural integrity of any interior or exterior walls or columns or exterior window wall and/or the structural components of the Condominium's common elements or any support that same are providing to any units and/or the Condominium nor unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any other unit in the Condominium, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable);
- ii) to establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (or to the pedestrian access to and egress from any of the other retail units) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work. In addition, the owner of the retail unit desiring to erect or install any exterior signage or advertising material shall be obliged to obtain any required sign permit from the City of Toronto's building department, at such owner's sole cost and expense, before any installation or affixation of same occurs, and any sign or advertising material so permitted or approved shall correspondingly be installed, affixed, maintained, repaired and insured at such owner's sole cost, risk and expense. A copy of the sign permit obtained by the retail unit owner (or it's tenant) shall, upon request, be provided to the Condominium; and
- iii) ensure that such signage and advertising material are consistent with the design of the Condominium building and does not negatively impact the aesthetic appearance of this Condominium or any portion thereof.

Other than all in-suite mechanical and electrical lines, heating fixtures, equipment and appurtenances which had been installed by the Declarant, the retail unit owner shall otherwise be responsible for connecting his or her retail unit to the Condominium's other servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:

- i) the retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
- ii) the consulting engineer that is retained by the retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, gas, electricity and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);
- iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable) shall be borne by the owner of the retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the Condominium and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
- iv) the Corporation shall, forthwith upon demand, provide the retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and

- v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the retail unit owner's access to, and egress from, his or her retail unit, and all non-exclusive use common element areas, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.

Minor Installations to the Retail Unit

Notwithstanding any provision contained in the Condominium's declaration or in any bylaws or rules passed or enacted to the contrary, the owner of the retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her retail unit, and/or implement and complete any Minor Installations (as such term is defined in the Condominium's declaration) upon or within any part of his or her retail unit, as well as those portions of the common element areas which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:

- i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;
- ii) to alter the configuration of any non-load bearing wall(s) situate within the retail unit, and/or to perform any Commercial Partition Removal;
- iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear and/or side door(s) situate within (or leading into) such retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit;
- iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the retail unit, and generally to implement and carry out all similar improvements to or renovations of the said retail unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.

Prior to the commencement of any of the above-described or contemplated work the retail unit owner intending to implement or carry out such work shall comply with the following, namely:

- i) provide copies of all plans, drawings and specifications prepared by the retail unit owner's architect or engineer to both the Declarant and the Condominium, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any other unit or to the retail service areas, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable); and
- ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 8:00 p.m - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (or to the pedestrian access to and egress from any of the other retail units) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work;

Notwithstanding anything contained in this Condominium's declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in Schedule "D" annexed hereto, pay and be solely responsible for the following, namely:

- i) the cost of all gas, hot and cold water and electricity services utilized or consumed by his or her retail unit [including the cost, on a per unit basis, of having the respective gas, water and electricity meters or consumption meters appurtenant to the retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder (or in connection therewith) from time to time duly collected and accounted for], together with the cost of heating, cooling and air-conditioning the retail unit, and all costs associated with the handling, storage and removal of any garbage produced or emanating from his or her retail unit;
- ii) the cost of cleaning, maintaining and repairing all windows and doors contained within (or leading into) his or her retail unit [and with respect to the retail unit, the owner of same shall be responsible for the cost of maintaining and repairing all glass, plastic and other materials enclosing said unit in whole or in part, including without limitation, the cost of cleaning and replacing (as and when necessary or desired by such owner) all signs affixed to the interior of said unit and within the exterior common element space designated for such unit by the Declarant or the Corporation, as the case may be, as well as all plate glass windows and doors situate within (or leading into) his or her retail unit, together with the cost of insuring all such plate glass windows, doors and signs];
- iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration, and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this Condominium's declaration (and as further described in section 5 of the declaration); and

- iv) the cost of collecting, recycling and/or disposing of the garbage emanating from his or her retail unit (including the cost of acquiring or leasing all required garbage containers or bins transportable on rollers, as well as the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such retail unit owner's garbage and refuse, based on the type and amount of such garbage).

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which the retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this Condominium's declaration. Purchasers are advised that the garbage/recycling room as well as any retail washroom facilities within the retail unit shall be respectively cleaned, maintained and repaired by (and at the expense of) the owner of the retail unit.

The Retail Unit's Heating & Cooling System

This Condominium has been designed so that the retail unit shall be:

- i) serviced by (and equipped with) a complete water to air heat pump unit which provides both heating and cooling services to the retail unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit); and
- ii) individually check metered for its gas, hot and cold water and electricity consumption, so that the cost of the retail unit owner's gas, hot and cold water and electricity consumption (reflecting the gas, hot and cold water and electricity utilized or consumed by the owner's retail unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses.

The Corporation will accordingly receive bulk invoices for water, gas and electricity service utilized or consumed from the local water, gas and electricity authorities or providers, pursuant to readings taken by such authorities on a bulk meter basis (hereinbefore and hereinafter collectively referred to as the "Bulk Utility Bills"), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in this Condominium (including the retail unit owner), as and when due. Forthwith following the Corporation's receipt of the Bulk Utility Bills from time to time, the Corporation shall cause the Utility Monitor to read the check meters for gas, hot and cold water and electricity appurtenant to the retail unit, and to thereafter issue and submit its own separate invoice(s) to the retail unit owner, reflecting the cost of the gas, hot and cold water, and electricity service so consumed by the retail unit and any exclusive use common element areas respectively appurtenant thereto [with the cost of such gas, hot and cold water, and electricity consumption so attributable to the retail unit (and to any exclusive use common element areas respectively appurtenant thereto) being hereinafter collectively referred to as each retail unit owner's "Proportionate Share of Utility Consumption" or "P.S.U.C."]. The retail unit owner shall be obliged to pay to the Utility Monitor (as agent for and on behalf of the Corporation) his or her P.S.U.C. on or before the date due for payment as noted on invoice for same from the Utility Monitor. In the event that the owner of the retail unit fails to pay the Utility Monitor his or her P.S.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- i) charge and levy interest against the retail unit owner (hereinafter referred to as the "Defaulting Retail Owner") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation or the Utility Monitor (as agent for the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation or the Utility Monitor on a solicitor-and-client basis or substantial indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.U.C. amount commencing to accrue from the due date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation or the Utility Monitor incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;
- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Retail Owner for such unpaid P.S.U.C. amount, together with all outstanding interest accrued thereon as aforesaid to the common expenses that are otherwise due and owing or payable by such Defaulting Retail Owner to the Corporation and to recover same from the Defaulting Retail Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
- iii) maintain and enforce a lien against the Defaulting Retail Owner's retail unit, as security for the payment of his or her P.S.U.C. amount, and for all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Retail Utility Lien"), and it is hereby declared and stipulated that the Retail Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Retail Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

Any monies received by the Corporation arising from the sale of the Defaulting Retail Owner's retail unit pursuant to the Corporation's enforcement of the Retail Utility Lien shall be applied by the Corporation in the following order of priority, namely:

- i) firstly, to pay and fully satisfy all encumbrances registered against the retail unit which at law have priority over the Retail Utility Lien, if any;
- ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Retail Utility Lien, and the ultimate sale of the Defaulting Retail Owner's retail unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such retail unit;

- iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Retail Owner's P.S.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
- iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Retail Owner's retail unit), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and any applicable provisions of the Act; and
- v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Retail Owner, or to his or her heirs, estate trustees, successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Retail Utility Lien against the retail unit shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of the retail unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100, plus HST (or any harmonized sales tax or single sales tax, whenever same is implemented), but at no charge, fee or expense whatsoever to the Declarant, if and when the Declarant is requesting same. Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Retail Owner's retail unit shall, upon payment to the Corporation of the full amount secured by the Retail Utility Lien so maintained by the Corporation, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and, with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement (in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Retail Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Retail Utility Lien to the other party's solicitor.

In light of the fact that the Corporation shall retain the services of the Utility Monitor to read the individual check or consumption meters for gas, hot and cold water and electricity appurtenant to the retail unit, and to correspondingly issue invoices to each of the retail unit owner for the cost of its consumption of gas, hot and cold water and electricity service, determined in accordance with the aforementioned meter or sub-meter readings, and in order to facilitate the payment of such invoices, the retail unit owner shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make its requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan. The Utility Monitor may also require a deposit from the retail unit owner (payable in advance of the Utility Monitor undertaking any of its contracted services) not exceeding the estimated cost of the gas, hot and cold water and electricity consumption attributable to the owner's retail unit for a 3 month period, based on the Utility Monitor's reasonable estimate of same, utilizing prevailing gas, water and electricity consumption standards in the industry. The servicing agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters for gas, hot and cold water and electricity appurtenant to the retail unit, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to the retail unit owner (incorporated as part of the retail unit owner's periodic invoice for the cost of the gas, hot and cold water and electricity services so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.

Purchasers are advised that all arrears of any metered or check metered utilities (namely gas, hot and cold water and electricity, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the retail unit owner as and when due, shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any metered or check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's retail unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Retail Utility Lien and the Condominium's enforcement thereof in accordance with the provisions of the Condominium's declaration.

The Purchaser of the retail owner is advised that the Corporation and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) the retail unit in this Condominium [including any access door or panel located within any wall(s), floor(s) or ceiling(s) of such retail unit] during those hours of any day when such units are not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation, replacement and/or servicing of any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the retail unit but which service or benefit any other unit(s) and/or common element area(s) of this Condominium. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the owner of the retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, relocate, replace and/or service any such equipment, installations and/or systems, including

without limitation, any loss of revenue occasioned by the interruption of any business operated from any such units as a consequence of the Corporation's exercise of the foregoing right of entry.

Retail Deliveries

The retail owner shall ensure that all deliveries (eg. of goods, supplies, materials, furniture and/or equipment) to the retail unit are made directly through retail unit's front access doors, and not from or through the residential lobby and/or through any elevator(s) of this Condominium nor elsewhere in the Condominium.

Bicycle Storage Areas

The bicycle storage areas for the residents of this Condominium exclusively, will be situate on level A and comprise part of the common elements of this Condominium, and can accommodate approximately 102 bicycles in the aggregate, and shall correspondingly be used only for the temporary storage of the bicycles of those dwelling unit owners in this Condominium (and/or their respective residents and tenants) and will be available on a "first come, first served" basis. The use of said bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. Bicycles (including e-bikes) shall be permitted to be transported along, upon and within the Condominium's passenger elevators, common element lobbies, hallways and corridors within this Condominium to and from an owner's dwelling unit, all without having to carry the entire bicycle in the air, and despite the potential for staining or damaging the common element flooring, carpeting or elevators within this Condominium. Bicycles and/or e-bikes shall not be permitted to be stored within any exclusive use balcony and/or terrace areas and bicycles and/or e-bikes shall not under any circumstances be transported within the Motor Vehicle Elevator nor shall any unit owner and/or occupant be permitted to ride or straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or e-bike when transported within the Condominium

Temporary bicycle storage areas for the bicycles of visitors to this Condominium will be situate on level 1 and can accommodate a total of approximately 14 bicycles in the aggregate, and said visitor bicycle storage areas shall likewise be utilized on a "first come, first served" basis.

The term "bicycle storage areas" shall not include the five (5) bicycle parking rings located within the public road allowance adjacent to the Condominium which have been provided by the City of Toronto and which can accommodate ten (10) bicycle parking spaces and do not form part of the common areas of the Condominium. Such parking rings shall be available for use by the owners and visitors of the Condominium, along with the general public on a "first come first serve" basis.

No Visitor Parking

Purchasers are advised that there is are no visitor parking spaces in this Condominium (including no disabled or handicapped visitors parking spaces).

Unit Owner Parking

Parking for the unit owners and/or residents of this Condominium will only be available within designated parking units in the underground parking garage, on levels B and C of this Condominium. Each parking unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 4500kg (10,000 lb), 1.9 metres in height, 190 cm in width and 5.2 metres in length, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium.

Purchasers are advised that the Declarant may sell and transfer one or more parking units in this Condominium to the owner of the retail unit and/or to any other non-resident third-party (with such non-resident third-party hereinafter referred to as a "Third-Party Parking Unit Owner"). In light of the fact that parking units in this Condominium may be owned by persons other than dwelling unit owners, including without limitation, the owner of the retail unit in this Condominium and any Third-Party Parking Unit Owner(s), the retail unit owner and the Third-Party Parking Unit Owner shall be given a key/fob to access the lobby area of the Condominium and have the right to access the common elements of the Condominium as may be reasonably necessary to access their parking unit(s), including without limitation, the Motor Vehicle Elevator, the Condominium's passenger elevator(s) and lobby area(s) and common element areas comprising walkway(s), roadway(s), ramps, driveline(s), hallway(s), corridor(s) and stairwell(s) on levels 1, B and C, as are reasonably necessary to allow access to and egress from any of such parking units but shall not be permitted to use, or access, any of the common elements situate above level 1 of this Condominium.

It is anticipated that this Condominium will one (1) non-visitor handicapped parking unit, (hereinafter referred to as a "Handicapped Parking Unit", which shall be clearly designated for handicapped parking. Non-disabled owners and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium.

As previously noted above, this Condominium will not contain any operating electrical parking units but rather parking units which may completed by the Declarant with a roughed-in empty conduit (hereinafter referred to as a "Roughed-In Parking Unit") to allow for the future connecting of such parking unit to the Condominium's main electrical room and transformer, in order to expedite and/or facilitate the future installation of electrical wiring, an electrical outlet or plug, and an electrical charging station, together with an electricity check meter, and any ancillary electrical wiring and equipment to be undertaken by the Condominium in connection therewith at its sole cost and expense and ultimately to connect such parking unit to the Condominium's main electrical room and transformer (with all such required electrical work and/or installations to enable or facilitate the charging of an electric vehicle parked therein from time to time being hereinafter collectively referred to as the "Electrical Conversion Work"). There is no guarantee or assurance whatsoever that the Corporation will hereafter approve of the proposed alterations to any Roughed-In Parking Unit so as to undertake

and implement the Electrical Conversion Work, inasmuch as this Condominium's electrical transformer may not have sufficient power or capacity to accommodate the additional electricity consumption required therefrom or in connection therewith. Purchasers are advised that the Condominium shall be solely responsible, at its sole cost and expense, for any future upgrade to the electrical transformer in order to have sufficient power or capacity to provide electricity to such Roughed-In Parking Unit.

Locker Units

Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities

Restrictions on Ownership of Parking and Locker Units

Save and except for any parking unit(s) and locker unit(s) owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, transferring or otherwise conveying of any parking unit(s) and locker unit(s) (in this section collectively referred to as the "Restricted Units" and individually as a "Restricted Unit") shall be subject to the following restrictions and limitations:

- i) no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit or retail unit within this Condominium;
- ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant or to the Condominium Corporation, or to any owner of a dwelling unit or retail unit in the Condominium Corporation, or to any other person (including a corporation) purchasing any such Restricted Unit from the Declarant;
- iii) any lease of a Restricted Unit shall be made only to the Declarant or to the Corporation, or to any owner or tenant of a dwelling unit or of a retail unit in the Condominium Corporation or to any other person (including a corporation) leasing any such Restricted Unit from the Declarant, provided however that if any Restricted Unit is leased to a tenant of a dwelling unit or of a retail unit in the Corporation, then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;
- iv) where any Restricted Unit is leased to an owner of a dwelling unit or retail unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or retail unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit or retail unit within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof;
- v) where the lessee of a Restricted Unit is an owner of a dwelling unit in this Condominium and such lessee is deprived of possession and/or ownership of his dwelling unit or retail unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said dwelling unit or retail unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof; and
- vi) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Units, in contravention of any of the foregoing provisions shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit in contravention of any of the foregoing provision shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions.

Specific Restrictions on the sale and/or leasing of parking units owned by Third-Party Parking Unit Owners

Purchasers are advised that the ownership, sale, leasing, charging, transferring or otherwise conveying any parking unit that is owned by a Third-Party Parking Unit Owner shall be subject to the following restrictions and limitations:

- i) the Third-Party Parking Unit Owner shall not retain ownership of any parking units in the Condominium after he or she has sold and conveyed title to his or her neighbouring lands;
- ii) any sale, transfer, assignment or other conveyance by a Third-Party Parking Unit Owner of his or her parking units shall be made to the Declarant, the Condominium Corporation, to any owner of a dwelling unit in the Condominium, the owner of the retail unit or to any transferee acquiring the Third-Party Parking Unit Owner's neighbouring lands;
- iii) any lease of parking units owned by a Third-Party Parking Unit Owner shall be made only to the Declarant, the Condominium Corporation, any owner or tenant of a dwelling unit in the Condominium Corporation and/or a tenant of the retail unit or a tenant of neighbouring lands owned by the Third-Party Parking Unit Owner, provided however that if any of the parking units owned by a Third-Party Parking Unit Owner is leased to a tenant of a dwelling unit or of the retail unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit and/or retail unit;

- iv) where any parking units owned by a Third-Party Parking Unit Owner is leased to an owner of a dwelling unit or the retail unit owner, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or the lessee's retail unit, the lease in respect of such parking unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit and/or retail unit within thirty (30) days of the registration of the transfer of title to the said dwelling unit and/or retail unit, failing which the lease of such parking unit shall be automatically terminated and be of no further force or effect, and the parking unit which is subject to such lease shall thereupon revert to the Third-Party Parking Unit Owner; and
- v) where the lessee of a parking unit owned by a Third-Party Parking Unit Owner is an owner of a dwelling unit or of the retail unit and such lessee is deprived of possession and/or ownership of his dwelling unit or retail unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said dwelling unit or the retail unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the parking units owned by the Third-Party Parking Unit Owner which is subject to such lease shall automatically revert to Third-Party Parking Unit Owner.
- vi) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any parking units owned by a Third-Party Parking Unit Owner, in contravention of any of the foregoing provisions shall be automatically null and void, and of no force or effect whatsoever, and any lease of any such parking units in contravention of any of the foregoing provision shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions.

Insurance Requirements

All purchasers are hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any betterments or improvements made to any units, nor any furnishings or personal belongings of any purchasers or owners (or of any other residents of the Condominium), and accordingly each unit purchaser shall be obliged to obtain and maintain the following insurance coverage, effective from and after the date that he or she first owns or occupies his or her respective unit, all at such owner's sole cost and expense, namely:

- a) all-risks insurance coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs, and correspondingly not covered by the master insurance policy obtained and maintained by the Corporation);
- b) property damage insurance for all furnishings, equipment, personal property and chattels of the owner contained within his or her unit (or stored elsewhere within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage;
- c) public liability insurance (providing coverage of not less than \$2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other unit(s) or to the common elements, or to any personal property situate within any other unit(s) or the common elements, is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation; and
- d) insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner or for which a unit owner may be responsible for reimbursing the Corporation.

Purchasers should note that the question of what constitutes an "improvement" to a residential dwelling unit will be determined by reference to a standard unit for the class of unit to which each dwelling unit belongs, and in this regard, Appendix "A-1" to proposed by-law no. 1 of the Condominium expressly sets out the standard unit definition for this Condominium (for repair and insurance purposes), and a copy of proposed by-law no. 1 is enclosed with this disclosure statement. Appendix "A-2" affixed to by-law no. 1 expressly sets out the standard unit definition of the retail unit. Any property, fixtures, chattels, equipment, furnishings and personal belongings not expressly mentioned or included within the standard unit definition that is set out in Appendix "A-1" and/or Appendix "A-2" will not be covered or insured by the Condominium's master insurance policy, and must accordingly be specifically insured by each unit owner, under each individual unit owner's insurance policy (and at each owner's sole cost and expense). Without limiting the generality of the foregoing, no floor coverings whatsoever (whether originally installed by or on behalf of the Declarant or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. Each unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other floor covering whatsoever, in whole or in part) that has been installed within each owner's suite, all at each owner's sole cost and expense. In addition, no kitchen and/or bathroom countertops, and no appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit definition, and accordingly each unit owner will therefore be responsible for fully insuring his or her own kitchen and bathroom countertops and appliances that have been installed within each owner's suite, all at each owner's sole cost and expense.

It is also strongly recommended that all prospective unit owners obtain adequate insurance (at each owner's sole cost and expense) for the loss of use and occupancy of their respective units, in the event of damage occurring to same, together with:

- a) insurance covering additional living expenses incurred by a unit owner, if forced to leave his or her unit by one of the hazards protected against under the owner's personal insurance policy;
- b) insurance covering any special assessments levied against an owner's unit by the Corporation;
- c) contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving (or otherwise affecting) any owner; and
- d) For each retail unit owner:

- A. insurance covering the cost of repairing and/or replacing any windows, doors and/or enclosure(s) forming part of (or contained within) any portion of his or her unit; and
 - B. business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business; and
- e) any other insurance deemed necessary or desirable by each owner's insurance advisors.

Unit Owners Indemnifying the Condominium Corporation

Purchasers are hereby advised that the declaration of the Condominium will oblige each and every unit owner to indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to the foregoing provisions shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). Without limiting the generality of the foregoing, all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor-and-client basis or substantial indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, the declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner [or by any resident(s) or occupant(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible] shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

Pedestrian and Vehicular Access to and from this Condominium

All vehicular access and egress to this Condominium shall be off the public lane north of the Condominium known as Rush Lane. Pedestrian access into (and within) this Condominium will be monitored by a security camera system and it will be the unit owner's responsibility to ensure that any access points to the Condominium are secured after use by the unit owner or permitted occupant(s) and under no circumstances shall such access point be propped open for any length of time.

In addition, purchasers are also hereby advised that the City of Toronto may impose restrictions on traffic turning into and out of this Condominium, to which all residents of this Condominium will have to adhere.

TIER 1 TORONTO GREEN STANDARD

Purchasers are advised that the Declarant is endeavouring to develop this Condominium with some high performance and energy efficient equipment and materials, so that the residents of this Condominium may benefit from energy-related cost-savings during the life of the installed equipment and material and will endeavour to have this Condominium attain or achieve "TIER 1 TORONTO GREEN STANDARD" (hereinafter referred to as "TIER 1 TGS"). The Purchaser is advised that any development charge credits or refunds available or applicable to a TIER 1 TGS building shall be the property of the Declarant and not the Purchaser nor the Condominium and the Purchaser and/or the Condominium shall be required to execute such documents, authorizations and/or directions as may be required by the Declarant, from time to time, to facilitate the payment of such credits and/or refunds to the Declarant following the completion and occupancy of the condominium building. However the Declarant is not guaranteeing (nor making any warranty or representation) that the condominium building will, in fact, ultimately benefit from any energy-related cost-savings and/or attain or achieve TIER 1 TGS certification or equivalent status, nor shall the Declarant be responsible or liable in any way for maintaining the condominium building according to the TIER 1 TGS certified standard, after the point of initial certification (if TIER 1 TGS certification is, in fact, ever achieved or attained), under any circumstances whatsoever.

City Green Development Standards

The Purchaser is hereby advised that this Condominium, when completed, may incorporate various green building initiatives and sustainability features imposed by the City of Toronto (hereinafter referred to as the "City's Green Development Standards"), including without limitation, a green roof, and the Condominium Corporation will be obliged to ensure that the City's Green Development Standards are being properly maintained, on an ongoing basis, at this Condominium's sole cost and expense. The Condominium Corporation shall also permit representatives of the Vendor and the City of Toronto reasonable access, from time to time, to this Condominium's bulk energy data, in order to determine the extent to which the City's Green Development Standards are affecting or impacting this Condominium's overall water and energy consumption. Furthermore, as a prerequisite to the development and completion of this Condominium, a noise study, a vibration study, and an emissions study will be submitted to (and ultimately approved by) the City of Toronto, and the Condominium Corporation will be obliged to maintain any required noise, vibration and/or emissions mitigation, attenuation and/or equivalent measures identified in each of the approved studies (including without limitation, the periodic testing and/or monitoring of the indoor air quality, ground water and/or surrounding soil) to the satisfaction of the City of Toronto, at all times following the registration of this Condominium, and all costs and expenses incurred in connection therewith shall comprise part of the common expenses, and such anticipated costs shall be reflected in this Condominium's annual operating budgets.

Duty to Assume Obligations under Outstanding Municipal Agreements

Purchasers are hereby advised that this Condominium shall be obliged to enter into an assumption agreement with the Declarant, and with or without the City of Toronto as a party or signatory thereto (hereinafter referred to as the "Assumption Agreement"), pursuant to which the Corporation shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the outstanding agreements entered into with the City of Toronto (and possibly other governmental authorities or agencies) in connection with the development of the Condominium on the Real Property, and including without limitation, the outstanding Section 37 Agreement, and a site plan agreement respectively entered into with the City of Toronto (hereinafter collectively referred to as the "Outstanding Municipal Agreements"). The obligations being assumed by this Condominium include, amongst other things, the maintenance of all of the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, as well as the maintenance of grading and drainage patterns, emergency fire/access routes, landscaping and other site completion matters. By-law No. 2 authorizes the Corporation to enter into the Assumption Agreement with the Declarant on or shortly after the registration of the declaration. The Assumption Agreement provides that if any claim or proceeding is made or pursued against the Declarant by the City (or if any security provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under any or all of the Outstanding Municipal Agreements has been drawn down by the City) as a result of (or arising from or in connection with) the breach of any term or provision of any or all of the Outstanding Municipal Agreements committed by the Condominium (or by anyone for whose actions or omissions the Condominium is liable at law or in equity), then the Condominium shall indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof, or in connection therewith.

Duty to Assume Obligations under Outstanding Bulk Internet Service Agreement

- a) Purchasers are hereby advised that this Condominium shall also be obliged to enter into an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "Rogers") as a party or signatory thereto, but nevertheless enforceable by Rogers against the Condominium Corporation (hereinafter referred to as the "Assumption of the Bulk Internet Agreement"), pursuant to which the Condominium Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement to be entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the "Bulk Internet Agreement"), pursuant to which:
- (i) Rogers agrees to provide broadband internet services on a bulk basis to this Condominium, comprising up to 250 Mbps of download speed/capacity and up to 20Mbps of upload speed/capacity, with corresponding unlimited usage;
 - (ii) Rogers will be granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;
 - (iii) Rogers shall retain ownership of all wires, cables and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
 - (iv) the initial term will be six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
 - (v) there shall be an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the monthly rates as set out in the Bulk Internet Agreement; and
 - vi) if the Option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised.
- b) Proposed by-law no. 3 will authorize the Corporation to enter into the Assumption of the Bulk Internet Agreement on or shortly after the registration of this Condominium, and a copy of the proposed by-law (and the proposed Assumption of the Bulk Internet Agreement) are included with this disclosure statement.
- c) The Assumption of the Bulk Internet Agreement formally evidences and confirms:
- (i) this Condominium's agreement to assume and be bound by the Bulk Internet Agreement, including all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder (and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement, together with the benefit of the aforementioned option in favour of this Condominium to extend such bulk internet service for the Option Period, at the same monthly rate as is payable under the Initial Term;
 - (ii) the automatic discharge and release of the Declarant from all obligations and liabilities arising under the Bulk Internet Agreement, and this Condominium's indemnity of the Declarant from and against all costs, claims, damages and/or liabilities which the Declarant may thereafter suffer or incur as a result of (or in connection with) any claim or proceeding thereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

- (iii) that all amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s); and
- (iv) that Rogers shall retain ownership of the Rogers' Internet Equipment at all times, and that this Condominium shall be obliged not to obstruct, alter, remove or tamper with the Rogers' Internet Equipment without the prior written consent of Rogers thereto, and that Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet services and products, from time to time.

Duty to Enter Into/ Assume Ground Water Discharge Agreement with the City of Toronto

- a) Purchasers are hereby advised that this Condominium will be constructed and completed such that the ground water that emanates from or through this Condominium's building foundation (and/or its appurtenant drainage system) will ultimately be discharged directly into the City of Toronto's sanitary sewer system.
- b) This Condominium shall be obliged to enter into (and shall abide by and comply with the terms and provisions of) a sanitary sewer discharge agreement directly with the City of Toronto (the "Ground Water Discharge Agreement"), or alternatively shall enter into (and shall abide by and comply with the terms and provisions of) an assignment and assumption agreement with the Declarant and the City of Toronto, evidencing this Condominium's assumption of all obligations of the Declarant arising under the original sanitary sewer discharge agreement entered into by the Declarant with the City of Toronto (the "Ground Water Discharge Assumption Agreement"), shortly after the registration of this Condominium. The Ground Water Discharge Agreement will be entered into pursuant to Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sanitary sewer. This agreement will contain, without limitation, certain discharge conditions, payment conditions and termination and suspension rights. These conditions set out what may be discharged by the Owner to the particular City sewer identified in the agreement; how much the Owner must pay for this discharge to the City sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Owner to continue to discharge to the City sewer; as well as rights the City may have to inspect, test and sample the water being discharged and to suspend or terminate the agreement, in which case the Owner must have and use an alternate method to dispose of the private water.
- c) In addition, this Condominium will be obliged to:
 - i) pay any and all related ground water discharge fees in connection therewith [with the rate or charge so imposed by the City of Toronto from time to time per cubic metre of water so discharged into the City of Toronto's sanitary sewer, and which charges may be increased by the City of Toronto on an annual basis, at the sole discretion of the City of Toronto; and
 - ii) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);

on the express understanding that all such ground water discharge compliance costs shall comprise part of the common expenses, and the projected ground water discharge compliance costs for each ensuing year following the registration of this Condominium shall correspondingly be included in this Condominium's annual operating budget(s). Provided however that if, at any time, the initial ground water discharge agreement (entered into between the Declarant and the City of Toronto) and/or the aforementioned assumption agreement has been terminated, such that the City of Toronto will no longer permit the ground water from this Condominium to be discharged directly into the sanitary sewer system, or in the event that the ground water which emanates from or through this Condominium's building foundation (and/or its appurtenant drainage system) exceeds the maximum discharge flow rate of private water permitted by the City, then the Condominium Corporation shall then be obliged to use or employ any one or more alternate methods approved by the City of Toronto's water department to dispose of the ground water (including without limitation, the removal of the ground water off-site by pumping or draining same into containers and trucking same to a designated or authorized ground water discharge site or depot), all at the Condominium Corporation's sole cost and expense and without the Condominium Corporation seeking or claiming any compensation or reimbursement for such costs from the City of Toronto, the Declarant or any other party or parties whatsoever.

Proposed by-law no. 4 shall authorize the Corporation to enter into the Ground Water Discharge Agreement or the Ground Water Discharge Assumption Agreement (as the case may be) on or shortly after the registration of this Condominium and a copy of the proposed by-law is included with this disclosure statement along with copies of the City current form of ground water discharge agreement.

Duty to Pay Monthly Common Expenses

Each unit owner shall be obliged to contribute to the maintenance, repair and ongoing operation of this Condominium, as well as those specific recreational facilities and other amenities listed in section 2 of this disclosure statement, through his or her monthly common expense contributions, based upon the proportions or percentages of the overall common expenses of the Condominium as set forth in Schedule "D" of the declaration, and as more particularly described in the budget statement for the first year of this Condominium's operation following its registration (a copy of which budget statement is included or enclosed with this disclosure statement).

Approval Authority Notices

- a) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit.
- b) This development requires and is subject to a discharge agreement entered into between the City of Toronto and the Declarant under Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sanitary sewer. Upon registration of the

condominium, the Corporation shall apply to assume the discharge agreement and all of the obligations and rights under it or to enter into a similar, though not necessarily identical, discharge agreement with the City of Toronto pursuant to Chapter 681, as may be amended from time to time, at the discretion of the General Manager, Toronto Water Division. The agreement contains, without limitation, certain discharge conditions, payment conditions and termination and suspension rights. The conditions set out what may be discharged by the Corporation, as owner, to the particular City sewer identified in the agreement; how much the Corporation, as owner, must pay for this discharge to the City sanitary sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Corporation, as owner, to continue to discharge to the City sanitary sewer; as well as rights the City of Toronto may have to inspect, test and sample the water being discharged and to suspend or terminate the agreement, in which case the Corporation, as owner must have and use an alternate method to dispose of the private water. This condition may not be removed or modified without written approval of the General Manager, Toronto Water Division.

Purchasers are advised that other approval authority notices may be required to be included in the declaration by the approving authority prior to registration of the Condominium.

Warnings and Other Special Notices

All unit purchasers are hereby advised of the following warning clauses and special notices:

- a) **Noise and Vibration Warning:** The proximity of this Condominium to Augusta Avenue and to Richmond Street West and to the public vehicular and pedestrian laneways to the north and to the west of the Condominium, and to the nearby Toronto Transit Commission's (hereinafter referred to as the "TTC") public transit operations (including buses, streetcars and other forms of transportation, installations and equipment), and to a nearby hydro sub-station and hydro corridor (containing extensive overhead hydro towers, hydro lines and transformers, etc.), and to several nearby public parks (which may or may not contain playground facilities for children), along with the corresponding noises, vibrations, emissions, dust, odours and pedestrian/vehicular traffic congestion generated thereby (as well as the likelihood of increased pedestrian and vehicular traffic in the vicinity of this Condominium, and specifically increased TTC streetcar traffic along Queen Street and King Street), and the corresponding increase in noises and/or vibrations generated therefrom), and the proximity of this Condominium to commercial/retail buildings, and/or to the retail unit on level 1 and to other future nearby high-rise, mid-rise and/or low-rise condominiums, as well as to nearby commercial, retail and/or office buildings, may result in noises, vibrations, emissions, dust, odours and electro-magnetic interference and stray current transmissions to (or otherwise affecting) this Condominium and the respective occupants of the dwelling units in this Condominium, and may cause the noise exposure levels, vibration levels, electro-magnetic interference and/or stray current transmissions affecting this Condominium and the occupants thereof to exceed the noise/vibration/electro-magnetic interference and/or stray current transmission levels and/or criteria established or approved by the Governmental Authorities, with the potential for the occupants of this Condominium to be negatively impacted by excessive noise, air emissions, dust, odours, vibrations, electro-magnetic interference, stray current transmissions and/or negative visual impacts, respectively. In light of the foregoing, the Ministry of Environment guidelines, requires or recommends the following warning clause be included in all agreements of purchase and sale and/or rental agreements for residential dwelling units, namely: "Purchasers/tenants are advised that despite the inclusion of noise control features in this development and within the building units, sound levels due to increasing road/rail traffic may on occasion interfere with some activities of the dwelling occupants, as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria. Each of the dwelling units in this Condominium has been (or will be) supplied with a central air-conditioning system, which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria."
- b) **TTC Station Warning Clause:** "Warning: Purchasers/tenants are advised that due to the proximity of this development to a nearby TTC station, sound levels from the facility may at times be audible."
- c) **Subway Operations Interferences Warning:**
"It is acknowledged and agreed that:
- A. The proximity of the proposed development of the Lands (the "Development") to the Toronto Transit Commission's subway line and/or the TTC subway right of way may result in the transmission(s) of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke and particulate matter from subway operations (collectively referred to as "Interferences") on and/or to the Development;
- B. The City of Toronto and the Toronto Transit Commission (sometimes hereinafter referred to as the "Commission" or the "TTC") will not be responsible or liable for the Interferences on and/or to the Development, in whole or in part, and/or on the activities of the occupants of the Development; and
- C. The Vendor/Declarant has been advised by the Toronto Transit Commission to apply reasonable attenuation and/or mitigation measures with respect to the level of the Interferences on and/or to the Development."
- d) **TTC Interferences Warning Clause:**
"The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development (hereinafter called the "Development") to the Toronto Transit Commission transit operations may result in transmissions of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke and particulate matter (collectively referred to as "Interferences") on and/or to the Development, and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, interfering with some activities of the occupants of the Development. Notwithstanding the preceding sentence, the purchaser and/or lessee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all liabilities, responsibilities, claims, losses, demands, expenses, charges, actions, injuries, damages, judgments, executions, suits, proceedings, causes of action, costs and fees (including legal and professional fees) arising or resulting from any and all Interferences. The purchaser and/or lessee further

acknowledges and agrees that an Interferences 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 parties hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction."

The Vendor/Declarant shall provide its solicitor's confirmation to the Toronto Transit Commission, advising that the TTC Interferences Warning Clause noted above, has been included in the applicable offer(s) of purchase and sale, the Condominium's declaration or disclosure statement, and/or rental agreement(s) to ensure that future occupants are aware of the possible Interferences.

- e) The City of Toronto and/or the Toronto Transit Commission (hereinafter sometimes referred to as the "TTC") operates both a public surface transit system, and a subway transit system, in the neighbouring vicinity of the Lands, and that there may be alterations to (or expansions of) said surface transit system and/or subway transit system and their respective appurtenant facilities and operations in the future, which expansion may affect the living environment of the residents in this Condominium and in the vicinity, notwithstanding the inclusion of any noise and/or vibration attenuating measures in the design of the Condominium and the individual dwelling units and office units, and that neither the City nor the TTC shall be responsible for any complaints or claims arising from the use of their respective public surface transit and/or subway transit systems, facilities and/or operations in the neighbouring vicinity of the Lands;
- f) *TTC Warning Clause - Regarding Nearby Bus Routes and Streetcar line:* "Warning: Parts of this development are in close proximity to the Toronto Transit Commission's ("TTC") existing bus routes and streetcar line. Notwithstanding the inclusion of certain mitigation features within this development to lessen potential noise, vibration, odour, visual impact, EMI and stray current, from time-to-time noise, vibration and stray current from the TTC's bus operations and streetcar operations may be audible and/or experienced, noise and odour from the bus and/or streetcar operations may be unpleasant, and lighting at or near the existing bus station and/or streetcar station may sometimes be intrusive and may affect the living environment of the residents in the development. The TTC shall not be responsible for any complaints or claims arising from any of the activities at or relating to the TTC's bus and/or streetcar operations comprising part of the TTC facilities."
- g) *M.O.E. Standard Warning Clause:* "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road/railway traffic may on occasion interfere with some activities of the dwelling occupants, as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria. The dwelling units within this Condominium have been supplied with a central air-conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria.;"
- h) *Noise, Vibrations & Emissions Mitigation Measures:* As a prerequisite to the development and completion of this Condominium, a noise study, a vibrations study, and an emissions study will ultimately be submitted to (and approved by) the City of Toronto, and the Condominium Corporation will be obliged to maintain any and all required mitigation, attenuation and/or equivalent measures identified in each of the approved noise study, vibrations study and emissions study respectively, to the satisfaction of the City of Toronto, at all times following the registration of the Condominium, and all costs and expenses incurred in connection therewith shall comprise part of the common expenses. In addition, neither the board of directors of the Condominium, nor any unit owner(s) or tenant(s), nor anyone else, shall be permitted to make any change(s) to any of the units or common elements that would contravene the mitigation and architectural control measures required by the approved noise study, vibrations study, emissions study and/or the building permit plans for the Condominium, as applicable.
- i) *Risk Management Measures Involving Soil, Ground Water & Air Quality Testing & Monitoring:* Purchasers are further notified that a certificate of property may be issued pursuant to Section 168.6(1) of the *Environmental Protection Act R.S.O. 1990, as amended*, in respect of the Real Property (hereinafter referred to as the "CPU"). Inter alia, the CPU details certain on-going risk management measures which the Condominium Corporation may be obliged to carry out and which are to be implemented to ensure that the Real Property (and the Condominium developed thereon) remains suitable for the intended residential use. The risk management measures include, inter alia, the implementation of on-going inspection and maintenance measures, soil and ground water testing and monitoring, air testing and monitoring, and reporting requirements. The soil and ground water monitoring program [to ensure that soil and groundwater contaminants of concern remain at acceptable levels] will include the ongoing maintenance and periodic inspections of the exterior barrier integrity and shall be carried out as frequently as the Ministry of Environment may require from time to time. Air monitoring [to ensure that indoor air contaminants of concern remain at acceptable levels] shall be carried out immediately beneath the occupied portions of the building in such locations and as frequently as the Ministry of Environment may require from time to time. Sampling records shall be maintained by the Condominium Corporation and shall be available for inspection by the Ministry of Environment officials upon request. If in fact the CPU is ultimately required by the Ministry of the Environment, then a copy of the CPU shall be delivered by the Vendor/Declarant to the board of directors elected at the turnover meeting held pursuant to Section 43 of the Act, and shall thereafter be maintained as part of the records of the Condominium Corporation. At any time after said turnover meeting, a copy of the CPU shall be provided by the Condominium Corporation to any owner who requests same, subject only to the payment of a reasonable copying charge.
- j) *TTC Warning Clause Regarding Interferences:* Each unit purchaser and/or lessee specifically acknowledges and agrees that the development of the Lands upon which this Condominium is being constructed, will be developed in accordance with any requirements that may be imposed from time to time by any governmental authorities, and that the proximity of this Condominium to the Toronto Transit Commission's transit operations may result in noise, vibration, electro-magnetic interference and stray current transmissions, as well as smoke and particulate matter transmissions (hereinafter collectively referred to in this subparagraph as the "Interferences") to this Condominium, and despite the inclusion of control features within this Condominium, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in this Condominium. Notwithstanding the above, each unit purchaser and/or lessee agrees to indemnify and save the City of Toronto and the Toronto Transit Commission harmless, from and against all claims,

losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, each unit purchaser and/or lessee acknowledges and agrees that an electro-magnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding or subsequent sales agreement, lease or sublease, and that this requirement shall be binding not only on the parties hereto but also on their respective heirs, estate trustees, successors and permitted assigns, and shall not die or terminate with the closing of the purchase and sale transaction with the Vendor/Declarant. Finally, the City of Toronto and the Toronto Transit Commission do not, and will not, accept any responsibility for any of the Interferences in respect of this Condominium and/or its occupants;

- k) **Toronto Hydro Warning Clause:** "Each unit purchaser specifically acknowledges and agrees that the development of the Lands upon which this Condominium is being constructed, will be undertaken and completed in accordance with any requirements that may be imposed from time to time by any governmental authorities having jurisdiction thereover, and that the proximity of this Condominium to an on-site hydro transformer vault installed by the Vendor, that may ultimately be owned or operated by Toronto Hydro Electric System Limited (hereinafter referred to as "Toronto Hydro"), as well as the proximity of this Condominium to various facilities, installations and/or equipment owned and/or operated by Toronto Hydro, may result in noise, vibration, electro-magnetic interference and/or stray current transmissions (hereinafter collectively referred to in this subparagraph as the "Interferences") to this Condominium, and despite the inclusion of noise and/or vibration control features within this Condominium, Interferences from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the occupants in this Condominium. Notwithstanding the above, the Purchaser hereby agrees to indemnify and save each of the City of Toronto and Toronto Hydro harmless, from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. Furthermore, the Purchaser acknowledges and agrees that an electro-magnetic, stray current and/or noise-warning/vibration clause similar to the foregoing must be inserted into any succeeding or subsequent sale agreement or lease hereafter entered into by the Purchaser with respect to the unit(s) being acquired by the Purchaser hereunder, and that this requirement shall be binding not only on the Purchaser, but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor. Finally, it is expressly acknowledged and agreed that the City of Toronto and Toronto Hydro do not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Condominium and/or its occupants.";
- l) **Handicapped/Accessible Parking Warning Clause:** There are no visitor handicapped parking spaces in this Condominium. Any handicapped parking space(s) situate in this Condominium may only be used by a disabled or handicapped unit owner and/or occupant of this Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in his or her vehicle. If any handicapped parking is unitized in this Condominium, then non-disabled owners and/or occupants of any handicapped parking unit shall be obliged, upon notification by the Condominium Corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the handicapped parking unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium; and
- m) **Warning to Solicitors:** Solicitors are advised to stress the importance of the above-noted warning clauses when advising their clients on the purchase of units in the development.

SECTION 2 - DESCRIPTION OF RECREATIONAL AND OTHER AMENITIES AND CONDITIONS APPLICABLE THERETO

This Condominium shall have the benefit of the following recreational facilities and other amenities, namely:

- a) the "multi-purpose/amenity room" being the indoor amenity room/area on level 2 in the Condominium forming part of the common elements containing a kitchenette, including a sink, refrigerator, microwave and wall oven and a common washroom in the adjacent hallway area, together with all of the equipment, facilities and furnishings respectively contained within the aforementioned amenity area from time to time which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance of the said amenities, and which amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in the Condominium.
- b) the "Outdoor Amenities" being the outdoor amenity area on level 2 which shall include a barbeque and dining area;
- c) the "Recreation Centre" being the indoor amenity centre located on level B forming part of the common elements of the Condominium containing a common washroom (with one sink and 1 toilet), an exercise and weights area, a yoga/stretch area and a double height climbing wall (straddling both levels A and B) and a management office, together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreation centre areas from time to time which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance of the recreational facilities and amenities, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in the Condominium, in accordance with the provisions of the Condominium's declaration; and
- d) common elements resident's and visitor's bicycle storage areas.

No Concierge

There will be no concierge for this Condominium.

Management Office

The property management office situate within the Recreation Centre on level B of this Condominium shall only be used by the property manager retained by or on behalf of this Condominium, and such manager's personnel or staff, for office administration purposes in connection with the overall management and ongoing operation/administration of this

Condominium. The use of the management office shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation.

Multi-purpose/amenity room

The multi-purpose/party room situate on level 2 of this Condominium, shall be used and enjoyed only by the Declarant, and by the owners of the dwelling units in the Condominium from time to time, together with their respective residents, tenants and invitees, for parties and general social and/or recreational purposes, and for meetings convened to conduct the business and affairs of the Condominium, in accordance with all applicable by-laws and regulations of the Governmental Authorities.

A minimal damage/security deposit, together with a service/cleaning charge (as well as a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests invited to any parties or meetings held within the multi-purpose/amenity room) may be levied or charged by or on behalf of the Condominium in its sole, unfettered and unchallenged discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant (while owning any dwelling unit within the Condominium) under any circumstances whatsoever, nor shall same be payable with respect to any meeting(s) of the board of directors (or of the owners) of the Condominium, convened for the purpose of formerly conducting the business and affairs the Condominium.

Bicycle Storage

The bicycle storage spaces comprising part of the common elements of this Condominium, shall be used only for the temporary storage of the bicycles of residents of and visitors to this Condominium, and shall be used on a "first come, first served" basis. The use of each of said bicycle space subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Declarant's Use of the Recreation Centre

Purchasers are advised that the Recreation Centre and the various amenities, services, facilities located therein (or provided therefrom) shall be accessed, used and enjoyed only by the Declarant and the owners of the dwelling units in the Condominium, together with their respective residents, tenants and invitees, during the opening hours of the Recreation Centre established from time to time, for general recreational purposes, for meetings convened to conduct the business and affairs of the Condominium, and for such social, athletic and other recreational uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreation Centre, in accordance with all by-laws and regulations of the Governmental Authorities.

The Declarant shall be entitled to use and occupy any portion of the Recreation Centre exclusively, for the marketing, sales, construction and/or customer service programs of the Declarant implemented in connection with the Condominium and/or in connection with the marketing and sale of any units (or proposed units) therein, and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions thereof as the Declarant may determine or select, in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred to the respective unit purchasers thereof. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of the Recreation Centre, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall either of the Condominium (nor anyone else acting on behalf of the Condominium) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites. The Condominium shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the respective common element areas of the Condominium by the Declarant and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion). The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of the Recreation Centres, and within or outside any unsold units within the Condominium, pursuant to the ongoing marketing program of the Declarant in respect of any of the Condominium, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant, all at no charge or cost to the Declarant whatsoever.

Continuing until the Declarant has sold and transferred all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion), the Declarant shall have the right to unilaterally designate and/or restrict certain areas of use within any portion of the Recreation Centre, including the right to restrict the use of any particular amenities, services and/or equipment located within any portion of the Recreation Centre (in order to best co-ordinate the operation and use of same with the marketing, sales, customer service and/or construction operations or programs implemented from time to time by the Declarant in respect of Condominium), to which the Condominium and all of the dwelling unit owners thereof (and their respective residents, tenants and invitees) shall be subject.

Subject to the foregoing, only the Declarant and the owners of the dwelling units in the Condominium, together with their respective residents, tenants and invitees, shall have access to, and use and enjoyment of, the Recreation Centre (or any portion thereof) and any of the recreational facilities and amenities contained therein or operated therefrom, during the opening hours of the Recreation Centre.

Condominium Not to Restrict Access to Recreation Centre

No provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Recreation Centre by the Declarant and the Condominium and any of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the Condominium or its property manager, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system). Likewise, no provision contained in any of the by-laws or rules of the Condominium shall restrict the access to, egress from and/or use of the Recreation Centre by the Declarant and this Condominium and any

of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the Condominium or its property manager, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system).

E. NO CONVERSION OF RENTED RESIDENTIAL PREMISES

No building intended to be developed and constructed by the Declarant on the Real Property, nor any unit(s) comprising part of the Condominium, has been or will be converted from a previous use, and the building(s) to be constructed on the Real Property will be new construction. Therefore, with respect to this Condominium, the Declarant has not made an application referred to in subsection 9(4) of the Act to any of the Governmental Authorities for the approval to convert previously-used or existing rented residential premises to condominium tenure.

F. THE ONTARIO NEW HOME WARRANTIES PLAN ACT R.S.O. 1990, AS AMENDED

The Condominium property is subject to the provisions of The Ontario New Home Warranties Plan Act R.S.O. 1990, as amended, and the Declarant has enrolled all of the proposed dwelling units (as well as all units ancillary thereto) and the common elements in the Plan within the meaning of said legislation, in accordance with the regulations made thereunder.

G. NO CONVERSION FROM PREVIOUS USE

No building on the Condominium property, nor any proposed units, have been converted from a previous use. All buildings constructed on the Real Property and comprising the Condominium (in whole or in part) constitute new construction.

H. COMMERCIAL USES AND OTHER USES NOT ANCILLARY TO RESIDENTIAL PURPOSES

a) Save as expressly provided and disclosed in subparagraphs (b) and (c) below, none of the units in this Condominium may be used (or are intended to be used) for commercial or other purposes not ancillary to residential purposes.

b) Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning, laundry and/or telecom services) through short term or long term lease/license arrangements, provided however that:

i) any such use complies with the provisions of the Applicable Zoning By-laws;

ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), whether in a furnished or unfurnished state, shall in each case be for a minimum initial term or duration of not less than ninety (90) consecutive days, and may occur or be created and permitted on any number of occasions;

iii) the Corporation shall not hereafter:

A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or

B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;

so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has in each case a minimum initial term or duration of not less than ninety (90) consecutive days, as hereinbefore required, and any by-law, rule or board resolution hereafter passed or enacted which purports to do so in contravention of the foregoing shall be deemed and construed to be ultra vires and unenforceable; and

iv) nothing contained in this Condominium's declaration (nor in any by-laws, rules or board resolution hereafter passed or enacted) shall prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium, or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium (and who seeks to sell the dwelling units so encumbered by said mortgage or charge), from utilizing any of the said dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered and unchallenged discretion), until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof.

c) The retail unit designated as unit 1 on level 1 shall be used and occupied only for commercial/retail purposes (such as retail stores, restaurants), in each case in strict conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws"), provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the retail units as

models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as all dwelling units and the retail unit in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

Notwithstanding anything provided to the contrary in the Condominium's declaration, under no circumstances shall the owner of the retail unit be permitted to use (or allow any other party to use) his or her retail unit (or any portion thereof) for any of the following uses or purposes, namely:

- i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
- ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, by reason of the creation or emission from such owner's retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise.
- iii) the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the Applicable Zoning By-laws;
- iv) any use or purpose which, in the reasonable opinion of the Declarant or the board of directors of this Condominium, is incompatible with the residential nature of the residential component of the Condominium (and the possible presence of children within such components of the Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video/dvd store or business, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws;
- v) an abortuary, a drug addiction treatment centre, a drug rehabilitation clinic and/or any other use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws.

For purposes of clarity, Purchasers are advised that any retail store or business operation that carries on the sale or distribution of cannabis and/or cannabis related products, including without limitation foods containing cannabis, shall not be considered nor construed a use or purpose constituting a nuisance to (or otherwise interfering with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, nor shall such use be considered nor construed as a use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, and such uses shall be considered permitted uses of the retail unit.

I. BLOCKS OF UNITS MARKETED TO INVESTORS

In addition to marketing and selling the dwelling units in this Condominium to individual unit purchasers (for their respective personal residence), the Declarant also presently intends to market all of the dwelling units in this Condominium (or as many as the prevailing market will dictate), in one or more blocks of units, to investors.

J. PORTION OF UNITS THE DECLARANT INTENDS TO LEASE

While the Declarant intends to market and sell the dwelling units in this Condominium to individual unit purchasers, the Declarant nevertheless expressly reserves the right to lease any units in this Condominium to one or more third party tenants (particularly if the prevailing market makes it economically viable to do so, where sales are not easily achieved or obtainable), and accordingly, the portion of units (to the nearest anticipated 25%) that the Declarant intends or anticipates to lease is presently 25%.

K. COMMENCEMENT AND COMPLETION DATES FOR CONSTRUCTION OF AMENITIES

Construction of the multi-purpose/amenity room, the Outdoor Amenities and the Recreation Centre (and the recreational facilities and amenities to be contained therein or operated therefrom) is presently anticipated to commence on or about January 2021, and it is presently anticipated that same will be completed and fully operational on or about August 2022.

Please note, however, that the foregoing anticipated dates may be delayed due to strikes and other labour disruptions, as well as shortages of material(s) and equipment, or due to inclement weather conditions, or by other causes or events beyond the Declarant's control.

L. AMENITIES TO BE PROVIDED DURING THE PERIOD OF INTERIM OCCUPANCY

It is likely that no portion of the Recreation Centre, the multi-purpose/amenity room and/or the Outdoor Amenities (nor any of the recreational facilities or amenities to be contained therein or operated therefrom), will be completed and available for use or enjoyment by any unit purchasers during their respective periods of interim occupancy (under section 80 of the Act).

M. DECLARATION, BY-LAWS, RULES AND INSURANCE TRUST AGREEMENT

Accompanying this disclosure statement is a copy of the declaration, and the by-law no.1 (being a general organizational by-law which includes, amongst other things, the standard unit definitions for repair and insurance purposes, and procedures for mediating disputes); the by-law no. 2 [being a by-law authorizing the Corporation to enter into an agreement with the Declarant (and the City of Toronto), pursuant to which the Corporation shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Section 37 Agreement and an outstanding site plan agreement entered into with the City of Toronto]; the proposed by-law no. 3 [being a by-law

authorizing the Corporation to enter into an assumption agreement with the Declarant (and with Rogers Communications Inc. as a party, but not as a signatory, thereto), pursuant to which the Corporation shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing covenants and obligations of the Declarant arising under the Bulk Internet Service Agreement]; the proposed by-law no. 4 [being a by-law authorizing the Corporation to enter into the Ground Water Discharge Agreement or the Ground Water Discharge Assumption Agreement (as the case may be) directly with the City of Toronto, as and when requested to do so by the City of Toronto or the Declarant, and to formally assume and/or be bound by (and shall perform, fulfil and/or comply with) all outstanding obligations and/or ongoing ground water discharge obligations]; the management agreement between the Condominium and Del Property Management Inc.; the Utility Monitoring Agreement between the Condominium and Provident Energy Management Inc., together with the rules governing the use and enjoyment of the units and common elements within this Condominium.

N. BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS

a) Management Agreement (terminable under Section 111 of the Act)

The Condominium will enter into a management agreement with Del Property Management Inc. (the "Manager"), on or shortly after the registration of the Condominium, pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation, for a period of three years from the date of registration of the Condominium. The duties of the Manager are fully set out in the management agreement, and include, amongst other things, the enforcement of the terms and provisions of the Condominium's declaration, by-laws and rules, the preparation and maintenance of the Corporation's registry of owners and mortgagees entitled to notices (and to vote at meetings); the collection of common expenses; the arrangement of all requisite maintenance or repair work to the common elements; and the keeping of accounts regarding all financial transactions involved in managing the Condominium. The Manager may not enter into any contracts on behalf of the Corporation which will extend for a period in excess of one year, without specific authority from the board, nor shall the Manager make any expenditure in excess of \$2,000.00 without first obtaining specific authority from the board, except for monthly or recurring operating costs, or if any emergency situation exists.

The Condominium shall be obliged to pay the Manager for its managerial services related to this Condominium exclusively, in advance on a monthly basis during the term of the management agreement, a management fee during the first year equal to \$ 6,000.00 per month plus H.S.T.

During the second year of the term of the management agreement, the aforesaid management fees shall be increased by an amount equivalent to the percentage increase (if any) between the consumer price index published or established by Statistics Canada or its successors (hereinafter referred to as the "Consumer Price Index") published on (or as close as possible to) the 30th day prior to the commencement of the term of the management agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the first year of the term of the management agreement. During the third year of the term of this management agreement, the aforesaid management fees that were charged and payable during the second year will be increased by an amount equivalent to the percentage increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the commencement of the second year of the term of the management agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the second year of the term of the management agreement. The foregoing remuneration excludes any federal goods and services tax exigible with respect thereto (and any other provincial or federal taxes that may become exigible).

In addition to the aforementioned management fees, the Manager shall be entitled to:

- a) the sum of \$100.00, (inclusive of all applicable taxes) for each status certificate prepared by the Manager on behalf of the Corporation pursuant to the provisions of the Act, inclusive of all applicable taxes;
- b) the sum of \$100.00, plus H.S.T. for each inspection of a dwelling unit conducted by the Manager at the instance of any party requesting a status certificate; and
- c) the sum of \$125.00 plus H.S.T. for each certificate prepared by the Manager confirming whether the Corporation does, or does not, maintain or claim the Utility Lien against a particular dwelling unit, pursuant to the provisions of the declaration;
- d) the sum of \$125.00 plus H.S.T. for each certificate prepared by the Manager confirming whether the Corporation does, or does not, maintain or claim the Retail Utility Lien against the retail unit, pursuant to the provisions of the declaration; and
- e) the sum of \$175.00, plus H.S.T. for each notice of lien prepared in connection with any common expense arrears being claimed by the Corporation against any particular unit, pursuant to the provisions of the declaration

provided however that no fee or sum whatsoever shall be payable to (or charged by) the Manager for any status certificate (nor for any of the other certificates or inspections hereinbefore described) requested by the Declarant in connection with any sale, transfer or mortgage of any unit(s) by the Declarant from time to time.

Except in the case of gross negligence, fraud or wilful misconduct on the part of the Manager or its agents, the Corporation will indemnify the Manager from any liability arising out of any damage or injury to persons or property in any way connected with the Condominium, or arising from the payment or non-payment of accounts incurred by or on behalf of this Condominium. The Condominium will arrange for (or authorize the Manager to arrange for) comprehensive liability insurance on the condominium property to a limit of not less than \$5 million per occurrence (or in such other amount as the board may determine from time to time, with the concurrence of the Manager), and the Condominium will endeavour to have the Manager noted as an insured party along with the Corporation, in each policy of insurance obtained by the Condominium.

The Manager may, at its option, terminate the management agreement by giving sixty (60) days prior written notice of same to the Corporation, and upon such termination, all obligations of the Manager shall cease and the Corporation shall correspondingly be obliged to forthwith pay to the Manager all outstanding accounts owed by the Corporation to the Manager, including all unpaid fees, costs and reasonable disbursements incurred for and on behalf of the Corporation, up to the date of such termination. The Corporation may, at its option, terminate the management agreement upon giving sixty (60) days prior written notice of same to the Manager, and on or before such termination, all outstanding accounts owed by the Corporation to the Manager (as hereinbefore described) shall be settled and paid. All requisite notices of termination shall be given to the intended party on the first (1st) day of the second full month preceding the effective termination of this Agreement, notwithstanding the foregoing provisions to the contrary which require the giving of sixty (60) days prior written notice. The management agreement shall not be allowed to lapse without written notice of termination having been given by either party to the other, not less than sixty (60) days prior to the expiration of the term hereof. Should written notice of termination not be given sixty (60) days prior to the expiration of the term of the

management agreement as hereinbefore provided, then the management agreement shall continue on a month-to-month basis until formally renewed or properly terminated, and the Manager's monthly fee in such circumstances shall, unless re-negotiated and confirmed in writing between the parties, be equivalent to one-twelfth (1/12) of the Manager's fee payable during the immediately preceding year of the term, increased by a proportionate amount equivalent to the increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the term of the management agreement, and the Consumer Price Index published on (or as close as possible to) the same date in the preceding year.

Purchasers are also advised that Del Property Management (as the Manager) is not affiliated with or related to the Declarant, and a copy of the proposed management agreement is enclosed with this disclosure statement.

b) Utility Monitoring Agreement (terminable under Section 112 of the Act)

It is presently intended that the Condominium will enter into a utility monitoring agreement with Provident Energy Management Inc. ("Provident" or the "Utility Monitor") on or shortly after the registration of the Condominium, pursuant to which the Utility Monitor will be the exclusive agent of the Corporation for the purposes of reading the check meters for hot and cold water and electricity services appurtenant to each of the dwelling units (as well as the check meter for electricity appurtenant to any future electrical parking units if so converted post-registration by the Condominium), on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hot and cold water and electricity (and the cost of electricity consumed by any of the electrical parking units) determined in accordance with the aforementioned sub-meter readings. All dwelling unit purchasers are hereby advised to carefully read the provisions of the proposed declaration, which details the responsibility of each dwelling unit owner to pay all invoices issued by the Utility Monitor on behalf of the Condominium, reflecting the utility consumption costs attributable to each owner's dwelling unit (and any exclusive use common element areas appurtenant thereto), and which outlines the consequences of non-payment (which includes, amongst other things, a lien arising in favour of the Condominium against the defaulting owner's unit, for purposes of recovering the unpaid hot and cold water and electricity, together with interest accrued thereon at the rate of 24% per annum, calculated monthly not in advance, and all legal expenses incurred in collecting same, in the same manner and to the same extent as common expense arrears).

Pursuant to the provisions of the utility monitoring agreement, Provident (as the Utility Monitor) will attend to the maintenance, repair and/or replacement of the aforementioned check or consumption meters for hot and cold water and electricity services appurtenant to any of the dwelling units (as well as the check meter for electricity appurtenant to any future electrical parking units) (hereinafter collectively referred to as the "Sub-Metering System"), as and when required, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse Provident for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement. Subject to the foregoing, Provident's obligation to attend to the maintenance and repair of the Sub-Metering System shall include:

- (i) testing, servicing, fixing after normal wear and tear, and replacing all obsolete, worn-out or failed components and/or equipment comprising part of the Sub-Metering System (or appurtenant thereto) from time to time;
- (ii) keeping the Sub-Metering System in good working order, so as to minimize or eliminate interruption in the operation thereof, and to ensure that same operates in full compliance with all applicable requirements, standards or criteria established by Measurement Canada, and all other governmental authorities having jurisdiction over the Real Property and/or the Sub-Metering System from time to time; and
- (iii) responding promptly to all reasonable requests for the maintenance and/or repair of the Sub-Metering System (or any portion thereof) received from the Corporation from time to time.

In addition, the duties of the Utility Monitor shall include the monthly billing and collection of the corresponding hot water, electricity, heating/cooling and natural gas consumption payments on a unit-by-unit basis, as applicable, with a full accounting and reporting to the Condominium of all transactions related to the check meters for hot and cold water and electricity (and for electricity in respect of any future electrical parking units, if any, and unless the electrical charging stations for such electrical parking units are operated on credit card pay per use basis), and the corresponding consumption costs associated therewith. The utility monitoring agreement will also confirm that the payment of each dwelling unit owner's cost of consumption of hot and cold water and electricity services (as well as the payment of the cost of electricity in respect of any future electrical parking units, unless the electrical charging stations for such electrical parking units are operated on credit card pay per use basis) will be implemented by way of a pre-authorized payment plan, with each unit owner being obliged to provide a sample cheque marked "void" to the Declarant on the earlier of the interim occupancy or final closing of each unit sale transaction. Each dwelling unit owner shall also be obliged to pay the Utility Monitor a monthly administration fee (included or incorporated within each monthly invoice for the respective utility consumption), which fee is presently estimated to be approximately \$23.85 per month plus HST, payable by each dwelling unit owner with respect to the monitoring and invoicing services regarding each of the hot and cold water and electricity appurtenant to each of the dwelling units (and for the electricity check meter appurtenant to any future electrical parking units) (unless any such dwelling unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail) rather than in paper form, in which case the monthly administration fee will be discounted by \$1.00 per month, and correspondingly reduced to approximately \$22.85 per month plus HST). Please note that the foregoing monthly fees are subject to change, from time to time, upon written notice from the Utility Monitor to the Corporation and/or to each of the unit owners in this Condominium, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada. The foregoing monthly administration fee is intended to cover the cost of the sub-meter(s) reading, billing and collection services provided by the Utility Monitor from time to time.

The utility monitoring agreement shall commence from and after the date of registration of the Condominium, and has an initial term of five (5) years, with the Condominium having the right to renew the agreement for an additional term of five (5) years upon written notice to the Utility Monitor given at least sixty (60) days prior to the end of the initial term.

Each of the Corporation and Provident agrees to: (i) retain the law firm of DelZotto, Zorzi LLP (the "Law Firm") in connection with the registration by the Utility Monitor (as agent for the Corporation) of any and all condominium liens arising from (or in connection with) any utility arrears of the defaulting unit owners, emanating from (or pertaining to) any of the periodic invoices issued by the Utility Monitor from time to time which remain unpaid (in whole or in part) after their respective due date, and in connection with the commencement, prosecution, settlement and/or enforcement of any and all claims for unpaid utility accounts; and (ii) execute and deliver the consent to joint retainer, to and in favour of the Law Firm, in the form attached to the utility monitoring agreement as Schedule "B" thereto, forthwith following the execution of the utility monitoring agreement.

This Condominium may terminate the utility monitoring agreement at any time within the one year period immediately following the election of a new board at the turnover meeting convened in accordance with section 43(1) of the Act, upon giving at least sixty (60) days prior written notice to the Utility Monitor of the Condominium's desired termination. The Utility Monitor has the unilateral right to terminate the utility monitoring agreement at any time if the Corporation defaults in the due and regular performance of its obligations, and fails to fully rectify same within fifteen (15) days after written notice thereof has been given by the Utility Monitor. Upon the termination of this Agreement, all obligations of the Utility Monitor shall cease, and the Corporation shall correspondingly be obliged to forthwith pay to the Utility Monitor all outstanding accounts owed by the Corporation to the Utility Monitor, including all unpaid fees, costs and reasonable disbursements incurred for and on behalf of the Corporation, up to the date of such termination.

The Utility Monitor shall not be liable for any injury or damage caused, either directly or indirectly, to any person(s) or property, whether resulting from the maintenance, repair, monitoring, reading, and/or malfunction of the Sub-Metering System, or otherwise, in excess of ONE THOUSAND (\$1,000.00) DOLLARS in respect of any claim, to a maximum of TEN THOUSAND (\$10,000.00) DOLLARS in the aggregate, regardless of the circumstances surrounding the claim or any alleged breach, or its severity, or the magnitude of the resulting damage, loss or injury occasioned to the Corporation and/or to others, and irrespective of whether Provident is responsible or liable, either directly or indirectly, as a result of its negligence, gross negligence, recklessness and/or wilful misconduct, and whether or not the claim or alleged breach is based or founded in contract law, tort law or in equity.

Purchasers are hereby advised that Provident (as the Utility Monitor) is not affiliated with or related to the Declarant. A copy of the proposed utility monitoring agreement is enclosed with this disclosure statement.

c) **Assumption of Outstanding Bulk Internet Service Agreement**

Proposed by-law no. 3 authorizes this Condominium to enter into an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "Rogers") as a party or signatory thereto, but nevertheless enforceable by Rogers against the Condominium Corporation (hereinafter referred to as the "Assumption of the Bulk Internet Agreement"), pursuant to which the Condominium Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement to be entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the "Bulk Internet Agreement"), pursuant to which:

- (a) Rogers agrees to provide broadband internet services on a bulk basis to this Condominium, comprising up to 250Mbps of download speed/capacity and up to 20Mbps of upload speed/capacity, with corresponding unlimited usage;
- (b) Rogers will be granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;
- (c) Rogers shall retain ownership of all wires, cables and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
- (d) the initial term will be six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
- (e) there shall be an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the same monthly rate as is payable under the Initial Term; and
- (f) if the option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised

The Assumption of the Bulk Internet Agreement formally evidences and confirms this Condominium's agreement to assume and be bound by the Bulk Internet Agreement, including all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder [and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement, together with the benefit of the aforementioned option in favour of this Condominium to extend such bulk internet service for and throughout the Option Period at the same rate as is payable under the Initial Term. In addition, the Assumption of the Bulk Internet Agreement also evidences and confirms the automatic discharge and release of the Declarant from all obligations and liabilities arising under the Bulk Internet Agreement, and this Condominium's indemnity of the Declarant from and against all costs, claims, damages and/or liabilities which the Declarant may thereafter suffer or incur as a result of (or in connection with) any claim or proceeding thereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity).

All amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s). Rogers shall retain ownership of the Rogers' Internet Equipment at all times, and this Condominium shall be obliged not to obstruct, alter, remove or tamper with the Rogers' Internet Equipment without the prior written consent of Rogers thereto, and Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet services and products, from time to time.

A copy of the proposed by-law no. 3, together with a copy of the proposed Assumption of the Bulk Internet Agreement annexed as Schedule "A" thereto, is enclosed with this disclosure statement (together with a copy of the proposed Bulk Internet Agreement annexed as Schedule "X" to the aforementioned assumption agreement).

d) **The Ground Water Discharge Agreement or Ground Water Discharge Assumption Agreement**

Proposed by-law no. 4 authorizes this Condominium to enter into the Ground Water Discharge Agreement or the Ground Water Discharge Assumption Agreement (as the case may be) with the Declarant and/or the City of Toronto (pursuant to the City of Toronto's Municipal Code Chapter 681, as amended from time to time), shortly after the registration of this Condominium, in connection with the discharge of the ground water that emanates from or through this Condominium's building foundation (and/or its appurtenant drainage systems), and which correspondingly drains directly into the City's sanitary sewer system. The Ground Water Discharge Obligations arising under said Agreement include the obligation to fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity).

Furthermore, if, at any time, the initial Ground Water Discharge Agreement or the Ground Water Discharge Assumption Agreement (as the case may be) has been terminated, such that the City of Toronto will no longer permit the ground water from this Condominium to be discharged directly into the sewer system, or in the event that the ground water which emanates from or through this Condominium's building foundation (and/or its appurtenant drainage system) exceeds the maximum discharge flow rate of private water permitted by the City, then the Corporation shall be obliged to use or employ any one or more alternate methods approved by the City of Toronto's water department to dispose of the ground water (including without limitation, the removal of the ground water off-site by pumping or draining same into containers and trucking same to a designated or authorized ground water discharge site or depot), all at the Condominium Corporation's sole cost and expense and without the Condominium Corporation seeking or claiming any compensation or reimbursement for such costs from the City of Toronto, the Declarant or any other party or parties whatsoever. Notwithstanding the foregoing, all ground water discharge fees and expenses, as well as all costs and expenses incurred in connection with (or arising from) the indemnity of the City of Toronto and/or the Declarant in respect of (or by reason of) any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system outlined in (or prescribed by) the City of Toronto's *Municipal Code, Chapter 681, as amended*, and all Ground Water Discharge Costs shall ultimately be paid for by this Condominium, and shall correspondingly comprise part of the Condominium's common expenses.

A copy of the proposed by-law no. 4 is enclosed with this disclosure statement, and sample copies of the City of Toronto's ground water discharge agreement and ground water discharge assumption agreement are annexed as Schedules "A" and "B" to said by-law.

e) **The Condominium's Reserve Fund Study**

Purchasers are hereby 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 turn, the Condominium is obliged to retain an independent and qualified consultant [being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O. Reg. 48/01 to the Act] to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

Please note that this Condominium's first year budget statement (enclosed with this disclosure statement) provides for three separate reserve funds being established, namely:

- i) a reserve fund in respect of this Condominium's common elements and assets, exclusive of any funds related to the major repair or replacement of the Four-Way Shared Facilities and the Two-Way Shared Facilities;
- ii) a separate reserve fund established exclusively for the major repair and replacement of the Two-Way Shared Facilities, in conjunction with the Declarant, prior to the registration of the Building D Condominium and thereafter in conjunction with the Building D Condominium); and
- iii) a separate reserve fund exclusively for the major repair and replacement of the Four-Way Shared Facilities (including, without limitation, the Temporary Roadway and the Temporary Sodded Areas until such time as the Future Public Road is constructed and dedicated as a public highway), in conjunction with the Declarant, the Building A Condominium and the Building B Condominium, prior to the registration of the Building D Condominium and thereafter also in conjunction with the Building D Condominium once same is registered under the Act.

The first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consultant to undertake the reserve fund study, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget 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 negotiated price, insofar as the cost of the reserve fund study is 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.

f) **The Condominium's Performance Audit**

Purchasers are also advised that the Condominium will be obliged to engage or retain an independent and qualified consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common

elements on behalf of the Condominium, no earlier than 6 months and no later than 10 months following registration, in accordance with the provisions of section 44 of the Act, and to correspondingly inspect (and report on) the condition or state of repair of all major components of the building(s) comprising part of the Condominium [including without limitation, the foundation, the parking garage, the wall construction, air and vapour barriers, windows, doors, elevators, roofing system, mechanical and electrical systems, fire protection system and all other components that are prescribed by the regulations to the Act from time to time, and specifically the Condominium's elevating devices, telecommunication systems, sprinkler systems and outside parking areas, if any, that service or comprise part of the Condominium, as expressly provided by section 12 of O. Reg. 48/01 to the Act]. Before the end of the 11th month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the board of directors, and to file such report with Tarion Warranty Corporation pursuant to section 44(9) of the Act. Once such report has been filed with Tarion Warranty Corporation, it shall be deemed to constitute a notice of claim under The Ontario New Home Warranties Plan Act R.S.O. 1990 as amended, for the deficiencies disclosed therein.

Pursuant to the provisions of the declaration, the Condominium is obliged 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 while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry 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) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the performance auditor, prior to the end of the 11th month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the board and Tarion Warranty Corporation.

The first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget 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 negotiated price, insofar as the cost of the performance audit is 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.

g) **The Condominium's Financial Audit**

Purchasers are also hereby advised that 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 (including a balance sheet, a statement of general operations, a statement of changes in financial position, a statement of reserve fund operations, and such other additional statements and information as may be required or prescribed by the Act), 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 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. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party accountant, to undertake the financial statements and audits on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate 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 negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget 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 negotiated 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.

h) **Miscellaneous Service Contracts**

The Corporation will enter into such contracts as may be necessary or required, from time to time, for the provision of services to this Condominium including, without limitation, landscaping, snow removal, residential garbage pick up and disposal, the provision of supplies, insurance, accounting services, and other such matters as may be required for the orderly operation of the business and affairs of the Condominium.

O. **NO AMALGAMATION**

The Declarant does not intend to cause this Condominium to amalgamate with any other existing or condominium corporation within sixty (60) days of the date of registration of the Condominium's declaration and description, nor does the Declarant have any knowledge that this Condominium intends to amalgamate with another condominium corporation (whether existing or).

P. **NO AMALGAMATION DOCUMENTS AVAILABLE NOR ENCLOSED**

No amalgamation is intended or between this Condominium and any other existing or condominium corporation. Accordingly, no amalgamation documentation is available nor enclosed herewith.

Q. **FIRST YEAR BUDGET STATEMENT**

A copy of the budget statement for the one year period immediately following the registration of this Condominium is included with (and should be considered as an integral part of) this disclosure statement.

R. BUDGET FOR CURRENT FISCAL YEAR, IF MORE THAN ONE YEAR HAS PASSED SINCE REGISTRATION

Since the Condominium has not yet been registered, the only relevant budget will be the first year budget statement noted in the preceding section of this disclosure statement.

S. FEES OR CHARGES TO BE PAID BY THE CONDOMINIUM TO THE DECLARANT OR OTHERS

There are no fees or charges that the Condominium is required or intended 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 first year budget statement of the Condominium. Please therefore refer to the first year budget statement for all projected or anticipated expenses of the Condominium, and the corresponding services being provided.

T. RESCISSION RIGHTS OF UNIT PURCHASERS (Sections 73 and 74 of the Act)

The following is a copy of Sections 73 and 74 of the Act (in their entirety), which provisions outline the rescission rights available to every purchaser of a unit or unit in this Condominium from the Declarant:

- | | | |
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| Rescission of agreement | 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. |
| Notice of rescission | (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, <ul style="list-style-type: none"> (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. |
| Refund upon rescission | (3) | If a declarant or the declarant 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. |
| Material changes in disclosure statement | 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. |
| Definition | (2) | In this section, <p>"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 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 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,</p> <ul style="list-style-type: none"> (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 turn-over meeting has been held under section 43; (c) a change in the portion of units or units that the declarant intends to lease; (d) a change in the schedule of the 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 or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the unit is in a vacant land condominium corporation. |
| Contents of revised statement | (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. |
| Time of delivery | (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. |
| Purchaser's application to court | (5) | Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change. |
| Rescission after 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 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, <ul style="list-style-type: none"> (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.

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| Declarant's application to court | (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. |
| Notice of rescission | (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 for the determination under subsection (5). |
| Refund upon rescission | (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. |
| Time of Refund | (10) | The declarant shall make the refund, <ul style="list-style-type: none">(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)." |

U. RETAINING EXCESS INTEREST ON DEPOSITS

Pursuant to the provisions of 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 that the Declarant is required to pay to purchasers of units under section 82 of the Act.

V. USE OF COMMON ELEMENTS FOR PURPOSES NOT ANCILLARY TO RESIDENTIAL

- i) None of the owners, tenants or occupants of the retail unit in this Condominium, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Recreation Centre, Outdoor Amenities and the multi-purpose/amenity room, nor to any of the recreational equipment, facilities or amenities contained therein whatsoever, nor to use any portion of the common elements reserved for the exclusive use of any of the dwelling units in this Condominium.
- ii) No one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and the authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.
- iii) The Declarant shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's or the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in any of the Condominium, from time to time, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the Condominium or its property manager. In addition, the Declarant (and others related or affiliated with the Declarant) and their respective authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant (or to any others within the Declarant) for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's or the Declarant's marketing/sales/construction/customer-service office(s) and said model suites, until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant (and by the others related or affiliated to the Declarant) to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of the Condominium.
- iv) The Declarant (and others within the Declarant) shall be entitled to use and occupy any portion of the Recreation Centre (and all of the recreational amenities, facilities and equipment situate therein and operated therefrom from time to time) exclusively for the Declarant's and/or the Declarant's marketing, sales, construction and/or customer-service programs, and to erect and maintain one or more marketing, sales, construction and/or customer-service offices, as well as one or more temporary model suites, at such locations within any portion of the thereof as the Declarant may unilaterally determine or select, in its sole, unfettered and unchallenged discretion, until such time as the Declarant (and others within the Declarant)

have sold and transferred all of the dwelling units in the Condominium. The cost of erecting, maintaining and ultimately dismantling the said marketing, sales, construction and/or customer-service offices, as well as the said model suites, shall be borne by the Declarant, but the Declarant (and all others within the Declarant) shall not be charged for the use of the space so occupied, nor for any utility services (or other usual or customary services) supplied thereto, nor shall the Corporation (or anyone else acting on behalf of the Corporation), nor any owner, tenant or resident in this Condominium prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the said marketing, sales, construction and/or customer-service offices, and to the said model suites. The Corporation shall also ensure that no actions, steps or measures are taken by anyone which would prohibit, restrict or interrupt the access and egress over the common element areas of this Condominium by the Declarant (and by related or affiliated with the Declarant), and their respective employees, agents, representatives and/or invitees, to and from the aforementioned marketing, sales, construction and/or customer-service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium or its property manager. The Declarant (and by others related or affiliated with the Declarant) shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon any part of the Recreation Centre, and within or outside any unsold unit(s), pursuant to their respective on-going marketing programs in respect of any of the condominiums comprising part of the Condominium, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as the Declarant (and by others related or affiliated with the Declarant) have sold and conveyed title to all of the dwelling units in the Condominium. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suite and/or in any marketing, sales, construction and/or customer service office(s) situate within the Recreation Centre or any portion thereof, or may (at the sole option of the Declarant) leave any or all of same therein, to or for the benefit of the Condominium.

W. STANDARD UNIT DEFINITION

Appendix "A-1" to by-law no. 1 (a copy of which is included with this disclosure statement) establishes what constitutes a standard unit for the residential dwelling unit for this Condominium, for repair and insurance purposes. Appendix "A-2" to by-law no. 1 establishes what constitutes a standard unit for the retail unit for this Condominium, for repair and insurance purposes.

X. NO VISITOR PARKING

There are no intended or anticipated visitor parking spaces in this Condominium.

Y. MAJOR ASSETS TO BE PROVIDED BY DECLARANT

The Declarant does not intend to provide any major assets or other property to this Condominium.

Z. UNITS, ASSETS OR SERVICES THAT THE CONDOMINIUM MUST ACQUIRE

There are no units or assets that the Condominium is required to purchase from the Declarant or others. The Condominium will, however, be required to enter into a management agreement, for the provision of management services to the Condominium, with Del Property Management Inc., a company which is not affiliated with or related to the Declarant. See Article N above for a brief description of the significant features of the management agreement. A copy of the management agreement accompanies this disclosure statement. The Condominium will also be required to enter into a utility monitoring agreement with Provident Energy Management Inc., a company which is not affiliated with or related to the Declarant. See Article N above for a brief description of the significant features of the utility monitoring agreement. A copy of the utility monitoring agreement accompanies this disclosure statement. This Condominium will also be required to enter into a Ground Water Discharge Agreement (or Assumption of Ground Water Discharge Agreement) with the City of Toronto. See Article N above for a brief description of the significant features thereof. This Condominium will also be required to enter into an Assumption of Bulk Internet Agreement with Rogers Communications Inc. See Article N above for a brief description of the significant features thereof. A copy of the proposed Bulk Internet Agreement and assumption agreement accompany this disclosure statement.

AA. ADJOINING LANDS

The Declarant does not own lands adjacent to the Real Property.

BB. RULES GOVERNING THE USE OF THE UNITS AND COMMON ELEMENTS

Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. 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 same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto 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 and convened, 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.

The rules shall be complied with and enforced in the same manner as the by-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.

Purchasers should pay specific attention to the rules of the Condominium annexed hereto as Schedule "B", which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the damage to pipes and drains caused by misuse, the hanging of signs or notices outside of any unit, the installation of window treatments or coverings, the disposal

of garbage, the emission of noise, the obstruction of walkways, the creation of fire risks, the parking of vehicles, the use of motor vehicle elevator, the planting of flowers, the utilization and installation of barbecue equipment, the storage or placement of outdoor seasonal furniture, the keeping of pets and the implementation of any repair work between certain designated hours.

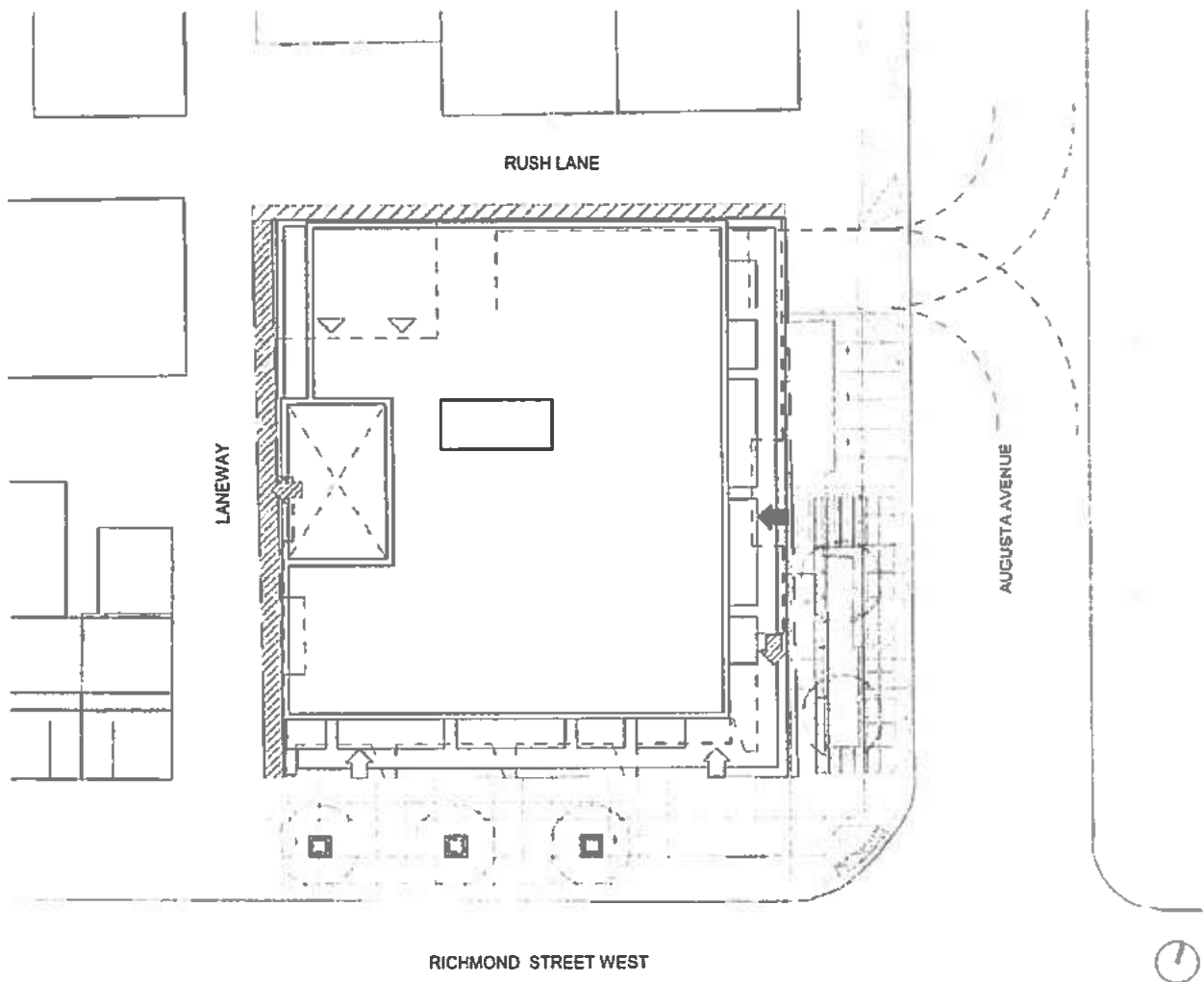
Purchasers should note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

A copy of the rules governing the use and enjoyment of this Condominium's recreational amenities and facilities accompanies this disclosure statement.

SCHEDULE "A"

RUSH

Site Plan Sketch Outlining the Lands



PURCHASER'S INITIALS _____

PURCHASER'S INITIALS _____

VENDOR'S INITIALS _____

SCHEDULE "B" TO THE DISCLOSURE STATEMENT

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium, and as contemplated by section 98(1)(b) of the Act] in accordance with the provisions of the declaration.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, balconies or terraces, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, balconies and/or terraces, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, balconies and/or terraces, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage by delivering the sorted garbage to the garbage chute room located on each floor and by using the control panel located in the garbage chute room to select the appropriate disposal bin.

The owner and tenant of the retail unit in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate garbage storage and recycling room within the retail unit, which is intended to be used solely for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating exclusively from the retail unit. The retail unit owner shall be responsible for arranging (and paying for) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from its retail unit.

10. No one shall create or 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.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only an automobile, motorcycle, station wagon, mini-van or truck (not exceeding 4500kg (10,000 lb), 1.9 metres in height, 190 cm in width and 5.2 metres in length) shall have access the motor vehicle elevators providing access to the underground parking garage and be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area;
 - c) The bicycles (or e-bikes) of visitors may be parked only in those bicycle parking spaces on level 1 clearly marked or designated for visitors. Visitors may park their bicycles and/e-bikes on a first come first serve basis in the visitors bicycle parking areas for no more than three (3) consecutive days and thereafter must remove such bicycles and/or e-bikes, failing which the bicycle and/or e-bike of any such visitor shall be removed from the Condominium at the expense of the respective bicycle and/or e-bike owner. The bicycle and/or e-bike of owners and/or residents which are parked in the visitor parking areas will also be removed the expense of the respective owner or resident (as the case may be).

Bicycles and/or e-bikes shall not be permitted to be stored within any exclusive use balcony and/or terrace areas and bicycles and/or e-bikes shall not under any circumstances be transported within the Motor Vehicle Elevator nor shall any unit owner and/or occupant be permitted to ride or straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or the e-bike when transported within the Condominium;
 - d) Owner(s), tenant(s) and/or permitted occupant(s) shall be obliged to park his or her motor vehicle in such a manner so as not to prevent or unreasonably restrict the adjacent parking unit owner (or his/her tenants and/or permitted occupants) from being able to use and enjoy the adjacent parking unit for the intended purpose as stated in the Condominium's declaration.
16. The exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
 - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers

- or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor patio, balcony or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
- c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
- d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony area.
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding any breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking

unit(s).

24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing) so as to prevent (or limit) any damage to property and/or injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.
26. Any type of smoking (including without limitation vaporizing e-cigarettes and/or cannabis) is expressly prohibited upon or within any type of indoor or outdoor communal recreational and/or amenity area(s) of this Condominium, except such areas as may be designated by the board or the Condominium's property manager.
27. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS declaration (hereinafter referred to as this or the "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 (all of which are hereinafter collectively referred to as the "Act"), by:

ALTERRA-FINER (RICHMOND STREET) LIMITED

a corporation incorporated under
the laws of the Province of Ontario
(hereinafter referred to as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with the Act (hereinafter referred to as the "description"), and which lands are sometimes hereinafter referred to as the "Real Property");

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising 125 dwelling units, 1 retail unit, 26 parking units and 26 locker units;

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act, and that the registration of this declaration and the description will create a freehold standard condominium corporation;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION

Section 1 - Definitions

In addition to those words, terms or phrases specifically defined elsewhere in this declaration, the words, terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless this declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) the "AAI Agreement" shall mean the agreement that may be entered into by this Condominium with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "bicycle storage areas" shall mean the designated bicycle storage area(s) situate on level I within this Condominium containing approximately 14 bicycle storage spaces for use by visitors to the Condominium and 102 bicycle storage spaces on level C for the residents of this Condominium, all of which comprise part of the common elements, and intended to be used solely in accordance with the provisions of section 18 of this declaration. The term "bicycle storage areas" shall not include the five (5) bicycle parking rings within the public road allowance adjacent to the Condominium which have been provided by the City of Toronto and which can accommodate ten (10) bicycle parking spaces and do not form part of the common areas of the Condominium. Such parking rings shall be available for use by the owners and visitors of the Condominium, along with the general public on a "first come first serve" basis;
- c) the "board" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;

- d) the "common elements" shall mean all the property (as hereinafter defined), except the units;
- e) the "common interest" shall mean the interest in the common elements appurtenant to a unit;
- f) the "Commercial/Retail Corridor" - *intentionally deleted*;
- g) the "Corporation", or "this Corporation", or the "Condominium", or "this Condominium" shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;
- h) the "dwelling units" shall mean units 1 to 6 inclusive on level 2, units 1 to 11 inclusive on levels 3 to 7 both inclusive, units 1 to 8 on levels 8 to 15, both inclusive and intended to be used solely for the purposes set out in section 30 of this declaration;
- i) the "Governmental Authorities" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
- j) the "Ground Water Discharge Agreement" shall mean the agreement between the Declarant (with the latter entering into same for and on behalf of the Condominium) and the City of Toronto registered against the Real Property as Instrument No. TBA governing the discharge (and draining of) the ground water from or through this Condominium's building foundation (and/or its appurtenant drainage systems) directly into the City's sanitary sewer system;
- k) the "Ground Water Discharge Obligations" shall mean all of the obligations and requirements imposed by the City of Toronto pursuant to the *City of Toronto's Municipal Code, Chapter 681, as amended*, in connection with foundation drainage and/or the discharge of the ground water emanating from or through this Condominium's building foundation and appurtenant drainage system directly into the City of Toronto's sanitary sewer system, in which case this Condominium shall correspondingly be obliged to enter into a sanitary sewer discharge agreement (or a sanitary sewer discharge assumption agreement) directly with the City of Toronto, and to pay any and all related ground water discharge fees in connection therewith on a quarter yearly basis, or on any other periodic basis so required by the City of Toronto [with there currently being a charge imposed by the City of Toronto of approximately \$2.17 per cubic metre of water so discharged into the sanitary sewer, and which charges may be increased by the City of Toronto on an annual basis (currently projected to be at the rate of approximately 5% per annum), at the sole discretion of the City of Toronto] and such agreement that is ultimately entered into by this Condominium with the City of Toronto, in connection with the sanitary sewer discharge of the ground water shall hereinafter be referred to as the "Ground Water Discharge Agreement"), and to pay any and all related ground water discharge fees in connection therewith and expressly including the obligation to indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the Ground Water Discharge Obligations, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone else for whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity), and with all of the Ground Water Discharge Obligations (including the obligations outlined in the Ground Water Discharge Agreement or ground water discharge assumption agreement hereafter entered into by this Condominium pursuant to the City of Toronto's *Municipal Code Chapter 681, as amended* from time to time) to be undertaken, performed and coordinated by the Condominium, and with all costs and expenses incurred in connection with the performance and fulfilment of the Ground Water Discharge Obligations, or any portion thereof (hereinafter collectively referred to as the "Ground Water Discharge Compliance Costs") to be paid for by the Condominium and with the Ground Water Discharge Compliance Costs to ultimately comprise part of the common expenses of this Condominium and to correspondingly be reflected in this Condominium's annual operating budget(s);
- l) the "Hydro Sub-Station Room" shall mean the designated room on level A within the Condominium comprising part of the common elements of this Condominium and containing a privately-owned hydro transformer (and all ancillary equipment, fixtures, installations and/or facilities appurtenant thereto) (hereinafter

- referred to as the "Hydro Sub-Station Facilities"), serving or benefitting the Condominium, and accessible only by the Declarant and the Condominium, and their respective authorized agents, representatives, workmen, contractors and/or sub-contractors and to be used solely for the purposes set out in Section 21 d) of this declaration.
- m) the "locker units" shall mean units 1 to 12 both inclusive on level A and units 1 to 14 on level C intended to be used solely for the purposes set out in section 30 of this declaration;
 - n) "Motor Vehicle Elevators" shall have the meaning ascribed to such term in section 43 (a) of this declaration;
 - o) the "multi-purpose/amenity room" shall mean the indoor amenity area located on level 2 forming part of the common elements of the Condominium (containing a kitchenette) together with all of the equipment, facilities and furnishings respectively contained therein from time to time, including without limitation, a sink, refrigerator, microwave and wall oven and shall include a common washroom in the hallway area, and intended to be used solely in the manner or for the purposes set out in section 24 (b) of this declaration;
 - p) the "Outdoor Amenities" shall mean the outdoor amenity area(s) on level 2 of the Condominium forming part of the Condominium's common elements which shall include a barbeque and dining area(s) to be used and/or occupied only in accordance with the provisions of sections 24 of this declaration
 - q) an "owner" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;
 - r) the "parking units" shall mean units 1 to 11 inclusive on level B and units 1 to 15 inclusive on level C, and intended to be owned, used and/or occupied only in accordance with the provisions of sections 29 of this declaration;
 - s) the "property" shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;
 - t) the "Recreation Centre" shall mean the indoor amenity centre located on level B forming part of the common elements of the Condominium containing a common washroom (with one sink and 1 toilet), an exercise and weights area, a yoga/stretch area and a double height climbing wall (straddling both levels A and B) and a management office , together with all of the fixtures, equipment and furnishings respectively situate therein which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance of the foregoing facilities and amenities (all of which comprise part of the common elements of this Condominium), to be used and/or occupied only in accordance with the provisions of sections 24 of this declaration;
 - u) the "retail unit" shall mean unit 1 on level 1, and intended to used solely for the purposes set out in section 28 of this declaration;
 - v) the "retail service areas", shall mean the common element areas throughout the Condominium, and intended to be used for the installation of any mechanical, electrical, heating, cooling, plumbing, fire protection, refrigeration, emergency service and/or security equipment and/or fixtures exclusively servicing of the retail unit on level 1 (as hereinafter defined), including without limitation, water meters, electricity meters, switch gears, breaker panels and any other appurtenant equipment or fixtures which provide or facilitate any mechanical, electrical, heating, cooling, plumbing, fire protection, refrigeration, emergency service and/or security service(s) to any of the retail unit and which are (or may hereafter be) affixed to the walls and/or the underside of the ceiling of the underground parking garage on level A of the Condominium;

- w) **"Roughed-In Parking Unit"** shall mean any parking units which may have been completed by the Declarant with a roughed-in empty conduit to allow for the future connecting of such parking unit to the Condominium's main electrical room and transformer, in order to expedite and/or facilitate the future installation of electrical wiring, an electrical outlet or plug, and an electrical charging station, together with an electricity check meter, and any ancillary electrical wiring and equipment to be undertaken by the Condominium in connection therewith, and ultimately to connect such parking unit to the Condominium's main electrical room and transformer (with all such required electrical work and/or installations to enable or facilitate the charging of an electric vehicle parked therein from time to time being hereinafter collectively referred to as the **"Electrical Conversion Work"**);
- x) the **"rules"** shall mean the rules passed by the board of directors of this Condominium (hereinafter called the **"board"**), and becoming effective in accordance with the provisions of section 58 of the Act;
- y) the **"Terrace Landscaping"** shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole, unfettered and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of section 36(c)(v) of this declaration (but nevertheless subject to the overriding provisions of section 36(c)(vii) of this declaration);
- z) **"Third-Party Parking Unit Owner(s)"** shall mean any parking unit owner(s) who is not also an owner of any dwelling unit and/or retail unit in this Condominium, including without limitation, the owner of the lands municipally known as 530 Richmond Street West, Toronto;
- aa) a **"unit"** shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a **"unit"**, insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act.

Section 2 - Statement Confirming the Act Governs the Lands

The lands described in Schedule "A" annexed hereto, and in the description filed concurrently herewith, together with all interests appurtenant thereto, shall be governed by the Act.

Section 3 - Statement Confirming the Type of Condominium Created

The registration of this declaration, and the description filed concurrently herewith, will create a freehold condominium corporation that constitutes a standard condominium corporation.

Section 4 - Consent of Outstanding Mortgagees

The consent of every person having a registered mortgage or charge against the Real Property (or any interests appurtenant thereto) is contained in Schedule "B" annexed hereto.

Section 5 - Inclusions/Exclusions from Units

It is expressly stipulated and declared that the following items, matters or things are respectively included within or excluded from (as the case may be) each of the units described below, namely:

a) **each dwelling unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**

- i) the complete water to air heat pump which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
- ii) all electrical receptacles, one-way intercom and alarm controls (save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
- iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers.

b) **each dwelling unit shall exclude:**

- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;
- ii) the energy recovery ventilator(s) (hereinafter referred to as the "In-Suite ERV") which will provide ventilation air and sanitary washroom exhaust for any such dwelling unit (regardless of whether same is/are installed or located within the boundaries of said dwelling unit);
- iii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;
- iv) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
- v) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
- vi) the protective glass balcony guards for all dwelling units which have been constructed with a "juliette balcony" and all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);

c) **each retail unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**

- i) the complete water to air heat pump unit which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);
- ii) all electrical receptacles and which accordingly comprise part of the common elements], and all fan coil units, ducts and/or any other fixtures that supply any service to any such retail unit only (regardless of whether same are installed or located within or beyond the boundaries of any such retail unit); and
- iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;

- iv) any gas and/or other branch piping extending to the retail unit (but expressly excluding any common piping); and
 - v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes) and all exterior window frames forming part of the retail unit's exterior facade and all signage affixed to the exterior door frame.
- d) **each retail unit shall exclude:**
- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;
 - ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;
 - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium; and
 - iv) any insulation or other similar material used for insulation on the underside of the concrete ceiling slab.
- e) **each parking unit shall exclude:**
- i) 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 and/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);
 - ii) 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; and
 - iii) any water proofing membrane, asphalt traffic topping or any other protective coating or substance affixed to, or installed upon, the unit side face of the concrete floor slab beneath such parking unit;
- f) **each locker 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 and/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 locker 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 locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls.

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in Schedule "D" annexed hereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent.

Section 7 - Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be:

520 Richmond Street West
Toronto, Ontario

or such other address as the Corporation may determine by resolution of the board.

The Corporation's municipal address and mailing address shall be:

520 Richmond Street West
Toronto, Ontario

Section 8 - Exclusive Use Common Elements

The owners of the units listed in Schedule "F" annexed hereto shall have the exclusive use and enjoyment of those portions of the common elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said units, subject however to such use and enjoyment being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation.

Section 9 - Conditions of the Approval Authority

There are no conditions that the approval authority [as defined in section 1(1) of the Act] requires this declaration to mention or include, save and except for the following, namely:

- a) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit. Alternatively, non-visitor handicapped parking spaces can be made part of the common elements, however all condominium documents, including the declaration and description, must state that the condominium corporation will retain control over the spaces and that they cannot be made exclusive use portions of the common elements. All non-visitor handicapped parking spaces must conform to one of the alternatives identified above; and
- b) This development requires and is subject to a discharge agreement entered into between the City of Toronto and the Declarant under Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sanitary sewer. Upon registration of the condominium, the Condominium Corporation shall apply to assume the discharge agreement and all of the obligations and rights under it or to enter into a similar, though not necessarily identical, discharge agreement with the City of Toronto pursuant to Chapter 681, as may be amended from time to time, at the discretion of the General Manager, Toronto Water Division. The agreement contains, without limitation, certain discharge conditions, payment conditions and termination and suspension rights. The conditions set out what may be discharged by the Corporation, as owner, to the particular City sewer identified in the agreement; how much the Corporation, as owner, must pay for this discharge to the City sanitary sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Corporation, as owner, to continue to discharge to the City sanitary sewer; as well as rights the City of Toronto may have to inspect, test and sample the water being discharged and to suspend or terminate the agreement, in which case the Corporation, as owner must have and use an alternate method to dispose of the private water. This condition may not be removed or modified without written approval of the General Manager, Toronto Water Division.

Section 10 - Certificate(s) of Architect and/or Engineer(s)

The certificate(s) of the Declarant's architect(s) and/or engineer(s), confirming that the building on the Real Property comprising the Condominium has been constructed in accordance with the regulations made under the Act, is/are contained in Schedule "G" annexed hereto.

Section 11 - Composition of First Board of Directors

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of three (3) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted at any time following the turnover meeting (convened in

accordance with the provisions of section 43 of the Act) in respect of this Condominium.

PART 2 - COMMON EXPENSES

Section 12 - Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation, and such other costs and expenses incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this declaration, including without limitation, those specific expenses which are listed in Schedule "E" annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Corporation does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the owners, the common expenses shall exclude monies required to be raised:

- a) to pay for any undertaking which costs more than \$25,000.00 and which is not required or contemplated by law, or the Act, or by any provision in this declaration or in any of the by-laws of the Corporation (hereinafter individually referred to as a "by-law", and collectively referred to as the "by-laws"), or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law; or
- b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Corporation which is in excess of \$25,000.00, or that increases the outstanding indebtedness of the Corporation to more than \$25,000.00, and which is not required or contemplated by any provision in this declaration or in any by-law, or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

Section 13 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 16(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) 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 (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 14 - Reserve Fund

- a) The Corporation shall establish and maintain one or more reserve funds, and shall collect from the owners, as part of their respective contributions towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b) No part of any reserve fund shall be used except for the purposes for which such fund was established. The amount in all reserve funds so contributed by or on behalf of this Condominium (together with all interest earned or accrued thereon) shall constitute an asset of the Corporation, and shall not be distributed to any unit owner(s) except upon the termination of the Corporation, in accordance with the provisions of the Act.
- c) Without limiting the generality of the foregoing, the Corporation shall at all times maintain a separate reserve fund to cover the major repair and replacement of the common elements and assets of this Condominium. The Condominium's annual budget(s) shall also include or reflect a separate reserve fund that is being maintained on behalf of this Condominium for the major repair and replacement of the Hydro Sub-Station Facilities.

Section 15 - Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation for same, in accordance with the provisions of section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any unit(s), all at no charge or fee to the Declarant whatsoever.

PART 3 - OCCUPATION, USE AND MODIFICATION OF THE COMMON ELEMENTS

Section 16 - General Use of the 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 his or her unit in Schedule "F" annexed 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) binding on the Corporation and expressly authorized or ratified 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, within any unit or 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, the Access Right of Way Agreement or any other agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;
 - ii) is likely to damage the property of the Condominium, 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/or 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 any deductible portion in respect of such policy.

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation arising therefrom (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 any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

- 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 and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law.

- c) Save as otherwise provided in this declaration to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter 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 hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

Section 17 - Declarant's Use of the Common Element Areas

Notwithstanding anything provided in this declaration to the contrary, and notwithstanding any rules or by-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/rental purposes, as well as model suites and one or more offices for marketing, sales, rental, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of this Condominium or elsewhere;

until such time as all of the dwelling units and retail units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the aforementioned marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of the Condominium, as determined by the Declarant in its sole, unfettered and unchallenged discretion.

Section 18 - Use of the Bicycle Storage Areas

- a) The 14 *bicycle storage spaces* for visitors located within the indoor common elements bicycle storage area on level 1 of the Condominium (identified by the letter "V" on the condominium description plan filed concurrently herewith) shall be used only for the temporary storage of the bicycles of visitors to this Condominium on a "first come, first served" basis. The use of each of said visitors bicycle storage spaces shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.
- b) The 102 *bicycle storage spaces* for residents located within the common element bicycle storage area on level A of the Condominium shall be used only for the temporary storage of the bicycles of residents to this Condominium on a "first come, first served" basis. The use of each of said residents bicycle storage spaces shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time.

Section 19 - Lobby Area Fire Code Restrictions

The Condominium building has been constructed such that the interior wall, ceiling and floor finishes within the building common area entrance, lobby area, hallway and mail room, including furnishings and accessories placed in such areas, are required to conform to the flame spread ratings and smoke developed classifications of Subsections 3.1.5 and 3.1.13 of the Ontario Building Code when tested in accordance with CAN/ULC S102, "Standard Method of Test for Surface Burning Materials and Assemblies" for the material's surfaces and any surface exposed by cutting through the material. The Corporation shall not make any change or alteration to any interior wall, ceiling and floor finishes within the building common area entrance, lobby area, hallway and mail room, (or to an installation upon the said common elements), nor alter, decorate, renovate, maintain or repair any part of such common element areas, nor remove or replace any furnishings and/or accessories within such common areas, without complying with Subsections 3.1.5 and 3.1.13 of the Ontario Building Code and the recommendations set out in Building Code Compliance Report prepared by Jensen Huges (DT172000.00-100-RC). In addition, the Corporation shall not place any furniture in the lobby area and the door to the mail room must remain closed at all times.

Section 20 - Use of the Garbage Storage & Recycling Room

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a recycling and waste sorting system situate in a designated garbage room on each level in the Condominium and comprising part of the common elements of this Condominium. The central garbage and recycling room is intended to be used by the Corporation solely for the purposes of, temporarily storing, sorting and recycling the garbage refuse emanating from any of the dwelling units and the common element areas in this Condominium.
- b) Municipal or private garbage pick-up service will be available to this Condominium only for the collection and removal of the garbage emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled garbage pick-up days. Accordingly, on designated garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's garbage container bins to be moved between the garbage storage and recycling room.
- c) In the event of municipal garbage pick-up, the City of Toronto may require the payment of a service charge from the Corporation, associated with the municipality's provision of containerized garbage collection services for this Condominium, and if so, all such municipal charges shall constitute part of the common expenses of the Corporation.
- d) The owners and tenants of the retail unit in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate garbage storage and recycling room within the retail unit, which is intended to be used solely for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating exclusively from the retail unit in this Condominium.
- e) The retail unit owner shall be responsible for arranging (and paying for) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from its retail unit, as well as the cost of purchasing or renting the appropriate number and type of garbage bins in order to properly store and/or load the garbage emanating from their respective units, based on the type and amount of such garbage and for a trained person retained by the retail owner to be present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the designated storage/collection pad, and onto the private garbage collection vehicles, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days. Once the retail garbage is collected, all of the retail unit owner's garbage bins must be immediately returned to the retail garbage storage area within the retail unit.

Section 21 - Restricted Access and/or Use of Certain Common Element Areas

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment

room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and its authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.

- b) In light of the fact that parking units in this Condominium may be owned by persons other than dwelling unit owners, including without limitation, the owner of the retail unit in this Condominium and any Third-Party Parking Unit Owner(s), the retail unit owner and the Third-Party Parking Unit Owner shall have the right to access the common elements of the Condominium as may be reasonably necessary to access their parking unit(s), including without limitation, the Motor Vehicle Elevator, the Condominium's passenger elevator(s) and lobby area(s) and common element areas comprising walkway(s), roadway(s), ramps, driveway(s), hallway(s), corridor(s) and stairwell(s) on levels 1, B and C, as are reasonably necessary to allow access to and egress from any of such parking units but shall not be permitted to use, or access, any of the common elements situate above level 1 of this Condominium.
- c) For purposes of clarity, none of the owners, tenants or occupants of the retail unit, nor any of their respective agents, representatives, employees, workmen, contractors, sub-contractors, clients, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the multi-purpose amenity room, the Recreation Centre and/or the Outdoor Amenities, nor any of the equipment, facilities or amenities contained therein or operated therefrom, nor any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the owner and tenant of the retail unit, and their respective authorized agents, representatives, employees, workmen, contractors and sub-contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:
- i) the retail unit and the retail servicing areas on level 1 and/or level A, and any parking units on levels B and C which may be owned or leased by a retail unit owner;
 - ii) any of the garbage/loading area, which is intended to be used for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating from any of the retail unit in this Condominium, and to the designated exterior retail garbage area (and in connection therewith the retail unit owner will have to pay, and be solely responsible for, the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from its retail unit, as well as the cost of purchasing or renting the appropriate number and type of garbage bins in order to properly store and/or load the garbage emanating from its retail unit, based on the type and amount of such garbage);
 - iii) all fire exit stairwells and corridors (wheresoever situate within this Condominium) for emergency egress purposes;
 - iv) those areas within this Condominium which contain or house the hot water, cold water and/or electricity check meters appurtenant to the retail unit, together with all switch gears, breaker panels and all other mechanical and/or electrical equipment (and all appurtenances thereto) utilized in connection with the operation or servicing of the retail unit, or any portion thereof; and

- v) this Condominium's mechanical, electrical, telephone and/or telecom room(s), utilized in connection with the operation or servicing of the retail unit, or any portion thereof

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager.

- d) None of the Third-Party Parking Unit Owners, nor any of their respective agents, representatives, employees, workmen, contractors, sub-contractors, clients, invitees, licensees, shall have any right of access to, nor any use or enjoyment of, any portion of the multi-purpose amenity room, the Recreation Centre and/or the Outdoor Amenities, nor any of the equipment, facilities or amenities contained therein or operated therefrom, nor any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium. Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the Third-Party Parking Unit Owners and their respective authorized agents, representatives, employees, workmen, contractors and sub-contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:

- i) any parking unit(s) which may be owned or leased by a Third-Party Parking Unit Owner; and
- ii) all fire exit stairwells and corridors (wheresoever situate within this Condominium) for emergency egress purposes;

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager.

- e) Notwithstanding anything herein to the contrary, no parking unit in this Condominium shall be used by the general public and/or by any commercial customers or visitors of either the retail unit owner and/or of a Third-Party Parking Unit Owner.

f) **Use and Operation of Hydro Sub-Station Facilities**

- i) The Hydro Sub-Station Facilities shall be used for the purposes of providing electricity to this Condominium. Subject to the overriding provisions of the Act, the Hydro Sub-Station Room shall be utilized and accessed solely by this Condominium, and by its authorized agents, representatives, workmen, contractors and/or sub-contractors from time to time, and shall at all times be subject to (and be governed and regulated by) the provisions of this declaration, as applicable.
- ii) The Condominium shall be responsible for the manner in which the Hydro Sub-Station Facilities are utilized, operated, maintained and/or repaired and such costs shall form part of the Condominium's annual common expenses. The Condominium's annual budget(s) may include or reflect a separate reserve fund that is being maintained on behalf of this Condominium for the major repair and replacement of the Hydro Sub-Station Facilities.

Section 22 - Modification of Common Elements, Assets and Services

a) **General Prohibition**

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she has a duty to maintain or repair in accordance with the provisions of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in respect of any proposed addition, alteration or improvement to the common elements in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no owner of a dwelling unit shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any

portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.

b) **Substantial Additions, Alterations or Improvements**

The Corporation may make any substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or any substantial change in the assets of the Corporation, or any substantial change(s) in any service(s) that the Corporation provides to the owners, only upon obtaining the affirmative vote of owners thereto who own at least sixty-six and two-thirds (66 2/3%) percent of the units, at a meeting duly called for such purpose, in accordance with the provisions of subsections 97(4) and (5) of the Act.

c) **Non-Substantial Additions, Alterations or Improvements**

The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of subsections 97(2) and (3) of the Act.

d) **Determining Whether any Addition, Alteration or Improvement is Substantial**

Whether any addition, alteration or improvement to (or renovation of) the common elements, or any change in the assets of the Corporation, or any change in any service provided by the Corporation to the owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of subsection 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

e) **Commercial Partition Removal and Minor Installations**

Notwithstanding anything provided in this declaration to the contrary, for the purposes of regulating and managing the affairs of this Condominium and its compliance with the provisions of the Act, the following shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements (whether substantial or otherwise), namely:

- i) the removal or replacement of the whole or any portion of any non-structural or non-load bearing partition or demising wall(s) or column(s) situate within the retail unit, or situate between adjoining retail units (if any) which are owned by the same party or parties (hereinafter referred to as the "Commercial Partition Removal"), provided that the Commercial Partition Removal is undertaken at the sole cost and expense of the Declarant or the owner desiring to undertake same (as the case may be), and provided further that the provisions set out in section 22(f) hereof are complied with;
- ii) any alteration, addition, improvement to or renovation of the common elements situate within any of the units which is in the nature of a leasehold improvement thereto;
- iii) any change or alteration undertaken or effected to any portion of the common elements pursuant to an obligation imposed upon the Corporation set forth in this declaration, any by-law and/or any agreement(s) authorized by any by-law; and
- iv) any activity or work in the nature of piercing, puncturing, protruding onto, installing upon, hanging from or affixing to any portion of the common elements that is desired or required by the Declarant and/or any owner of the retail unit, in connection with the installation, servicing, maintenance, repair and/or operation of any water, gas, electricity, telephone or television service, and/or any mechanical, electrical, plumbing, heating, cooling, refrigeration or other ancillary servicing system, equipment or fixture which, in turn, is necessary or desirable for the operation or servicing of the retail unit, but which does not require the removal of any structural reinforcing element or feature contained within the common elements, and which does not affect the structural integrity or load-bearing capacity of any unit(s) and/or any portion of the common elements, and for purposes of clarification, any such

permitted activity or work shall include, without limitation, the following, namely:

- A) the installation, alteration, repair, replacement or upgrading of any servicing equipment, fixture or system which exclusively services (or is intended to exclusively service) the retail unit, and the hooking up of such servicing equipment, fixture or system into the Condominium's servicing system(s), including without limitation, any air-conditioning system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or venting/air filtration system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system, and/or loading or storage system;
- B) the covering, recovering, replacement or erection of any interior partition walls or panels, interior doors and/or interior windows (not visible from the exterior of the Condominium) within the retail unit, provided that any partition wall so erected or removed does not comprise or constitute a structural or load bearing wall; and
- C) the installation, alteration, removal or replacement of any floor covering, wall covering, ceiling covering, light fixture, and/or other similar finishings or installations within the retail unit, and the implementation of similar improvements to (or renovations of) such unit which the owner thereof desires to undertake in connection with the operation of any commercial/retail business activity therefrom;

(with each of the foregoing described activities or work being hereinafter individually referred to as a "Minor Installation" and collectively referred to as the "Minor Installations"), on the express understanding that each Minor Installation shall be undertaken at the sole cost and expense of the Declarant or the unit owner desiring to implement same (as the case may be), and provided further that the requirements set out in section 22(f) below are complied with.

f) **Requirements for Undertaking any Commercial Partition Removal or Minor Installation**

The Declarant or the owner of the retail unit seeking to undertake and complete a Commercial Partition Removal and/or a Minor Installation shall comply with the following requirements, namely:

- i) Copies of all plans, drawings and specifications prepared by a certified architect or engineer (showing in complete detail the proposed construction within or adjacent to the subject unit, and illustrating in sufficient detail the manner in which the common elements of the Corporation may be affected thereby) shall be submitted to the board for its approval prior to the commencement of any Commercial Partition Removal and/or Minor Installation;
- ii) The Declarant or owner seeking to implement the Commercial Partition Removal and/or any Minor Installation shall comply with the provisions of all applicable building, fire, health and safety rules and regulations imposed by the Governmental Authorities, and shall procure a building permit prior to the commencement of any work in connection with the Minor Installation, if same is required by the Governmental Authorities;
- iii) The board shall give the Declarant or owner seeking to implement the Minor Installation reasonable access to the Condominium's plans, drawings and specifications within the Corporation's possession or control which pertain to the Condominium's building and servicing systems, in order to assist the Declarant or such owner (and its consultants) to determine the safest and most expeditious manner of installing or completing the Minor Installation;
- iv) The board shall ensure that no actions or steps are taken by or on behalf of the Corporation (or by anyone else) which would unreasonably limit, restrict or interfere with access to those common element areas affected by the proposed Minor Installation at all reasonable times by the Declarant or the said owner of the unit seeking to implement the Minor Installation (and its/their authorized workmen, agents and contractors) in order to facilitate and expedite all requisite work in connection

with the Minor Installation;

- v) Adequate measures shall be taken by the Declarant or the unit owner seeking to implement the Commercial Partition Removal and/or the Minor Installation to minimize, as far as reasonably possible, any noise, interference, vibration or other disturbance or inconvenience arising from any construction operations in connection therewith, and without limiting the generality of the foregoing, it is hereby declared and stipulated that any work, services or construction activity undertaken in connection with any Commercial Partition Removal and/or Minor Installation shall be carried out only between the hours of 8:00 a.m. to 8:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays), subject to the applicable municipal by-law requirements;
- vi) Any Minor Installation involving the hooking into (or connection with) any of the Condominium's servicing systems shall, where applicable, require the subject unit to be connected to a consumption or check meter, in order to allow the Corporation to monitor the extra or additional electricity, gas and/or water service consumed (if any) by the subject unit as a result of such Minor Installation (and to charge/invoice the said owner accordingly for same), and shall require the Declarant or the subject unit owner to provide the board with a certificate from a duly qualified engineer confirming that the Minor Installation intended to be implemented meets all applicable requirements of the public or local utility authority, and all requirements of the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and that the subject unit will (after the Minor Installation has been completed) operate within the permitted utility or service tolerances (or maximum consumption capacities) designed for the units, in order to ensure that the Condominium's overall services will not exceed permitted or acceptable levels once the Minor Installation is completed. If such tolerances or capacities will be exceeded, then the Declarant or unit owner seeking to implement the Minor Installation will be required to procure such upgraded power or service directly from the public or local utility authority or provider, at its sole cost and expense;
- vii) The contractor(s) performing the Commercial Partition Removal and/or any Minor Installation shall be approved, in advance, by the board of directors or the Declarant, acting reasonably;
- viii) All reasonable fees and disbursements incurred (or to be incurred) by the Condominium in retaining its own independent engineer or consultant (and which engineer or consultant has concomitantly been approved by the Declarant) to review the proposed plans, drawings and specifications of the owner of the unit desiring to implement the Minor Installation (if and when such third party review is deemed necessary or desirable by the board) shall be fully paid for by such unit owner; provided however that in those circumstances where the Declarant desires to implement the Minor Installation, then the Condominium shall bear, on its own, all such fees and disbursements incurred by the Corporation in retaining any engineer or consultant to review the Declarant's proposed plans, drawings and specifications; and
- ix) Adequate liability insurance naming the Condominium as a named insured (along with evidence that the annual premium for such insurance coverage has been paid) shall be procured prior to the commencement of the Minor Installation, and a certified copy thereof shall be delivered to the board by the Declarant or the unit owner desiring to implement the Minor Installation, with the said insurance to contain or incorporate such provisions as the Condominium (or its designated insurer) deems adequate or appropriate in order to protect the Condominium from liability for loss and/or damage occasioned to persons and/or property as a result of the implementation of the Minor Installation.
- g) No partition or demising wall that separates adjoining retail unit(s) shall be removed or dismantled unless the Declarant or the owner seeking to do so owns both adjoining units prior to the commencement of the Commercial Partition Removal. Notwithstanding any Commercial Partition Removal as aforesaid, the said adjoining units so affected thereby shall still constitute two separate units, as illustrated in the description filed concurrently herewith, and all obligations of the owner(s) of the said two adjoining units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any

by-law), shall remain unchanged. Where any partition or demising wall has been so removed, the owner(s) of the two adjoining units may thereafter resurrect or reconstruct the said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of same to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation.

h) **AAI Agreement**

Despite the language in subsections 22(e) hereof which provides that a Commercial Partition Removal and Minor Installations shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements, and for the express purpose of ensuring that the provisions of sections 97 and 98 of the Act are complied with, it is hereby expressly declared and stipulated that any Commercial Partition Removal or Minor Installation desired to be undertaken or implemented in accordance with the preceding provisions of this declaration shall also be the subject of (and shall correspondingly be expressly permitted by) the terms and provisions of an AAI Agreement that shall be entered into by the Corporation with either the Declarant or any successor owner of the affected retail unit desiring to implement same.

i) **As-Built Drawings**

A copy of the complete set of "as-built" architectural and structural plans and specifications for the buildings comprising this Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the common elements or any portion thereof [or to any unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of its property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building, any of the units and/or the common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or exclusive use common element area appurtenant thereto.

**PART 4 - THE OUTDOOR AMENITIES AND
THE RECREATION CENTRE**

Section 23 - Use of the Outdoor Amenities

- a) Subject to the overriding provisions set out in section 23 b) hereof, the Outdoor Amenities shall be used and enjoyed only by the Declarant, and by the respective dwelling unit owners within the Condominium from time to time, and their respective residents, tenants and invitees, for general recreational purposes, and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Outdoor Amenities, in accordance with all applicable by-laws and regulations of the Governmental Authorities. It is expressly declared and stipulated that no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Outdoor Amenities by the Declarant and/or any of its employees, representatives and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the Condominium and/or its property manager.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Declarant shall be entitled to use and occupy any portion of the Outdoor Amenities for the marketing, sales, construction and/or customer service programs of the Declarant implemented in connection with the Condominium [and/or in connection with the marketing and sale of any units (or proposed units) in any other condominium project being developed by the Declarant in the vicinity of the Condominium], and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions of the Outdoor Amenities as the Declarant may determine or select, in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units and the retail unit in the Condominium and/or until all of the units in any other condominium project being developed by the Declarant in the vicinity of the Condominium (or such lesser number as the Declarant may determine or

designate in its sole, unfettered and unchallenged discretion) have been sold and transferred to the respective unit purchasers thereof. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of the Outdoor Amenities, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall the Condominium (nor anyone else acting on behalf of the Condominium) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites. The Condominium shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the common element areas of the Condominium by the Declarant and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager. The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of the Outdoor Amenities, pursuant to the ongoing marketing program of the Declarant in respect of the Condominium (and/or in respect of any marketing program of the units in any other condominium project being developed by the Declarant in the vicinity of the Condominium), at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof, all at no charge or cost to the Declarant whatsoever. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within the Outdoor Amenities (or any portion thereof) (at the sole option and unchallenged discretion of the Declarant) leave any or all of same therein to or for the benefit of the Condominium.

Section 24 - Specific Use of the Multi-purpose/Amenity Room and the Recreation Centre

- a) Subject to the overriding provisions set out in section 24 (d) hereof, the Recreation Centre shall be used and enjoyed only by the Declarant, and by the respective dwelling unit owners within the Condominium from time to time, and their respective residents, tenants and invitees, for general recreational purposes and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Recreation Centre, in accordance with all applicable by-laws and regulations of the Governmental Authorities. Without limiting the generality of the foregoing, it is hereby declared and stipulated that the management office situate within the Recreation Centre shall only be used for general property management purposes pertaining to the ongoing operation and administration of the Condominium.
- b) The multi-purpose/amenity room situate on level 2 and forming part of the common elements of the Condominium shall be used and enjoyed only by the Declarant, and by the owners of the dwelling units in the Condominium from time to time, together with their respective residents, tenants and invitees, for parties and general social and/or recreational purposes, and for meetings convened to conduct the business and affairs of the Condominium, in accordance with all applicable by-laws and regulations of the Governmental Authorities. A minimal damage/security deposit, together with a service/cleaning charge (as well as a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests invited to any parties or meetings held within the multi-purpose/amenity room) may be levied or charged by or on behalf of the Condominium, in its sole, unfettered and unchallenged discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant (while owning any dwelling unit and/or retail unit within the Condominium) under any circumstances whatsoever, nor shall same be payable with respect to any meeting(s) of the board of directors (or of the owners) of the Condominium, convened for the purpose of formerly conducting the business and affairs of the Condominium.
- c) It is expressly declared and stipulated that no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Recreation Centre and/or the multi-purpose/amenity room by the Declarant and any of the dwelling unit owners hereof, and/or their respective

residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the Condominium and/or its property manager, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system).

d) **Declarant's Use of the Multi-Purpose/Amenity Room and Recreation Centre**

Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the Declarant shall be entitled to use and occupy any portion of the multi-purpose/amenity room and/or Recreation Centre for the marketing, sales, rental, construction and/or customer service programs of the Declarant implemented in connection with the Condominium [and/or in connection with the marketing and sale of any units (or proposed units) in the condominium comprising part of the Condominium, and/or in connection with the marketing and sale of any units (or proposed units) in any other condominium project being developed by the Declarant in the vicinity of the Condominium, and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions of the multi-purpose/amenity room and/or Recreation Centre as the Declarant may determine or select, in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units and retail units in the Condominium and/or until all of the units in any other condominium project being developed by the Declarant in the vicinity of the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred to the respective unit purchasers thereof. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of the multi-purpose/amenity room and/or Recreation Centre, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall the Condominium (nor anyone else acting on behalf of the Condominium) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites. The Condominium shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the common element areas of the Condominium by the Declarant and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager. The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of the multi-purpose/amenity room and/or Recreation Centre, pursuant to the ongoing marketing program of the Declarant in respect of the Condominium (and/or pursuant to any marketing program for the units in any other condominium project being developed by the Declarant in the vicinity of the Condominium), at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units and the retail units in the Condominium and/or units in any other condominium project being developed by the Declarant in the vicinity of the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof, all at no charge or cost to the Declarant whatsoever. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within the multi-purpose/amenity room and/or the Recreation Centre (or any portion thereof) (at the sole option and unchallenged discretion of the Declarant) leave any or all of same therein to or for the benefit of the Condominium.

PART 6 - OWNERSHIP OF UNITS

Section 25 - Restrictions on Parking Units and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any

parking unit(s) and locker unit(s) owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, transferring or otherwise conveying of any parking unit(s) and locker unit(s) (in this section collectively referred to as the "Restricted Units" and individually as a "Restricted Unit") shall be subject to the following restrictions and limitations:

- i) no one shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit or retail unit within this Condominium;
 - ii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant or to the Condominium Corporation, or to any owner of a dwelling unit or retail unit in the Condominium Corporation, or to any other person (including a corporation) purchasing any such Restricted Unit from the Declarant;
 - iii) any lease of a Restricted Unit shall be made only to the Declarant or to the Corporation, or to any owner or tenant of a dwelling unit or of a retail unit in the Condominium Corporation or to any other person (including a corporation) leasing any such Restricted Unit from the Declarant, provided however that if any Restricted Unit is leased to a tenant of a dwelling unit or of a retail unit in the Corporation, then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;
 - iv) where any Restricted Unit is leased to an owner of a dwelling unit or retail unit in this Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or retail unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit or retail unit within thirty (30) days of the registration of the transfer of title to the said dwelling unit, failing which the lease of such Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof;
 - v) where the lessee of a Restricted Unit is an owner of a dwelling unit in this Condominium and such lessee is deprived of possession and/or ownership of his dwelling unit or retail unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said dwelling unit or retail unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof; and
 - vi) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Restricted Units, in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit in contravention of any of the foregoing provision of this section, shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.
- b) **Specific Restrictions on the sale and/or leasing of parking units owned by Third-Party Parking Unit Owners**
Notwithstanding anything hereinbefore or hereinafter provided to the contrary, the ownership, sale, leasing, charging, transferring or otherwise conveying any parking unit that is owned by a Third-Party Parking Unit Owner shall be subject to the following restrictions and limitations:
- i) the Third-Party Parking Unit Owner shall not retain ownership of any parking units in the Condominium after he or she has sold and conveyed title to his or her neighbouring lands ;
 - ii) any sale, transfer, assignment or other conveyance by a Third-Party Parking Unit Owner of his or her parking units shall be made to the Declarant, the Condominium Corporation, to any owner of a dwelling unit in the Condominium, the owner of the retail unit or to any transferee acquiring the Third-Party Parking Unit Owner's neighbouring lands;
 - iii) any lease of parking units owned by a Third-Party Parking Unit Owner shall be made only to the Declarant, the Condominium Corporation, any owner or tenant of a dwelling unit in the Condominium Corporation and/or a tenant of the retail unit or a tenant of neighbouring lands owned by the Third-Party Parking Unit Owner, provided however that if any of the parking units owned by a Third-Party Parking Unit Owner is leased to a tenant of a dwelling unit or of the retail unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit and/or retail unit;

- iv) where any parking units owned by a Third-Party Parking Unit Owner is leased to an owner of a dwelling unit or the retail unit owner, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or the lessee's retail unit, the lease in respect of such parking unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit and/or retail unit within thirty (30) days of the registration of the transfer of title to the said dwelling unit and/or retail unit, failing which the lease of such parking unit shall be automatically terminated and be of no further force or effect, and the parking unit which is subject to such lease shall thereupon revert to the Third-Party Parking Unit Owner; and
 - v) where the lessee of a parking unit owned by a Third-Party Parking Unit Owner is an owner of a dwelling unit or of the retail unit and such lessee is deprived of possession and/or ownership of his dwelling unit or retail unit through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said dwelling unit or the retail unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the parking units owned by the Third-Party Parking Unit Owner which is subject to such lease shall automatically revert to Third-Party Parking Unit Owner.
- c) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any parking units owned by a Third-Party Parking Unit Owner, in contravention of any of the foregoing provisions of this section, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any such parking units in contravention of any of the foregoing provision of this section, shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this section.

PART 7 - OCCUPATION AND USE OF UNITS

Section 26 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a solicitor and client basis], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).
 - b) The owner of each unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, this declaration, the by-laws and rules of this Condominium, and any other agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.
- c) Save as otherwise expressly provided elsewhere in this declaration to the contrary, no one other than the

Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board, and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:

- i) adversely affect the structural integrity of the unit or any other unit(s);
 - ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;
 - iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;
 - iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - v) obstruct access to any utility easement(s) or public service(s);
 - vi) encroach upon the common elements (except in a minor way, if at all), nor upon or with respect to any other unit(s);
 - vii) alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drainage pattern(s) in respect of the Real Property; and
 - viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.
- d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provision(s) of this declaration.
- e) Save and except as may otherwise be expressly permitted by other provisions of this declaration, no sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.
- f) Subject to the over-riding provisions of Sections 22 e), f), g), i) and j) hereof, no boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, mechanical and/or electrical installations or systems (and/or any appurtenant fixtures and equipment) contained in (or forming part of) any unit, shall be removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor, ceiling or door of any unit which is not visible from the exterior of said unit.
- g) Save and except for the Declarant and as may otherwise be expressly provided elsewhere in this declaration to the contrary, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (nor within any exclusive use

common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).

Section 27 - Use of the Dwelling Units

a) Each dwelling unit shall be occupied and used only for residential purposes in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for providing residential rental accommodation on a furnished and/or unfurnished suite basis, through lease/license arrangements, provided however that:

i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the City of Toronto (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws");

ii) any lease or license (including any sub-lease or sub-license) to occupy any dwelling unit in this Condominium, whether in a furnished or unfurnished state, shall be for a minimum initial term or duration of not less than ninety (90) consecutive days, and may occur or be created and permitted on any number of occasions;

iii) the Corporation shall not hereafter:

A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), any tenant, occupant or guest registration fee, any exchange of key fee, or any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or

B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;

so long as the initial term or duration of any lease or license (or any sub-lease or sub-license) so entered into has a minimum initial term or duration of not less than ninety (90) consecutive days, as hereinbefore required, and any by-law, rule or board resolution hereafter passed or enacted which purports to do so in contravention of the foregoing shall be deemed and construed to be ultra vires and unenforceable; and

iv) provided however that the foregoing shall not prevent or in any way restrict the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered and unchallenged discretion), until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant or any

such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred by the Declarant or such mortgagee to each of the respective unit purchasers thereof.

- b) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white; or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s);
- c) Water, electricity and natural gas service to the non-exclusive use common element areas of this Condominium, will be bulk-metered, and shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that each of the dwelling units shall be:
 - i) serviced (and equipped with) a water to air heat pump unit which provides both heating and cooling services to the unit exclusively, together with an individual/per suite energy recovery ventilation unit or an integrated energy recovery ventilation unit (such energy recovery unit herein referred to as the "In-Suite ERV") which will provide fresh air to each of the respective dwelling units;
 - ii) individually check metered by way of an electricity check meter installed as an appurtenance to the dwelling unit, for its respective electricity consumption, so that the cost of each dwelling unit's electricity consumption (reflecting the electricity utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses; and
 - iii) individually check metered by way of a hot and cold water check meter(s) installed as an appurtenance(s) to the dwelling unit, for its respective consumption of hot and cold water, so that the cost of each dwelling unit's hot and cold water consumption (reflecting the quantity of hot and cold water utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses.

The Condominium will receive bulk invoices from the water, natural gas and electricity consumed by all of the units and common elements as a whole, from the local water, natural gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the "Bulk Utility Bills") and the Condominium shall be obliged to pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in the Condominium, as and when due. However, in an effort to promote energy conservation in this Condominium, the Declarant has installed separate check or consumption meters for domestic hot water, domestic cold water and electricity service appurtenant to each of the dwelling units for the purposes of measuring and gauging the domestic hot and cold water and electricity service consumed by each dwelling unit owner..

The Condominium will retain the services of a third party utility contractor/monitor (hereinafter referred to as the "Utility Monitor"). The servicing agreement to be entered into with the Utility Monitor shall oblige the Utility Monitor, at first instance, pay the Bulk Utility Bills in full on behalf of the Condominium, as and when due. The Utility Monitor shall also be responsible to read the respective check meters for hot and cold water and electricity appurtenant hereto to each of the dwelling units, on a periodic basis, and shall correspondingly issue invoices periodically to each of the respective dwelling unit owners for the cost of their respective consumption of hot and cold water and electricity service, determined in accordance with the Utility Monitor's sub-meter readings. In turn, the Condominium Corporation shall pay the Utility Monitor the difference between the Bulk Utility Bills (on the one hand), and the aggregate of all utility charges attributable to the respective dwelling units, based on the Utility Monitor's reading of the check or consumption meters appurtenant to each of the dwelling units (on the other hand).

The servicing agreement to be entered into between this Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters appurtenant to each of the units in this Condominium, in order to ensure that

same are operating properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each unit owner's respective periodic invoices for the cost of the hot water, cold water and electricity, as compensation for the Utility Monitor's reading and invoicing services.

Forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read the check meters for hot water, cold water and electricity appurtenant to each of the dwelling units (as well as the electricity check meter appurtenant to any Roughed-In Parking Unit so created, if any), either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate, and the Utility Monitor (as agent for and on behalf of the Corporation) shall thereafter issue and submit its own separate periodic invoice(s) to each of the dwelling unit owners, reflecting the cost of their respective hot water, cold water and electricity consumption, including the cost of the electricity consumed by any Roughed-In Parking Unit owned by any dwelling unit owner, if applicable [with the cost of the hot water, cold water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto), together with the cost of the electricity consumed by any Roughed-In Parking Unit owned by any dwelling unit owner, if applicable, being hereinafter collectively referred to as each dwelling unit owner's "Proportionate Share of Residential Utility Consumption" or "P.S.R.U.C."].

Each unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C., on or before the date specified in an invoice for same from the Utility Monitor (hereinafter referred to as the "Due Date"). In the event that any unit owner fails to pay to the Utility Monitor his or her P.S.R.U.C., on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation (at common law, by statute, or in equity), the Corporation shall be entitled to:

- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.R.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.R.U.C. amount commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;
- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Owner for such unpaid P.S.R.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
- iii) maintain and enforce a lien against the Defaulting Owner's unit, as security for the payment of his or her P.S.R.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Residential Utility Lien"), and such Residential Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that

the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Residential Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation. Moreover, all arrears of any check metered utilities (namely for hot water, cold water, electricity and/or thermal energy, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any dwelling unit owner(s), as and when said invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ic. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from, or negatively effect) the Corporation's Residential Utility Lien and this Condominium's enforcement thereof in accordance with the foregoing provisions.

- d) Any monies received by the Corporation arising from the sale of the Defaulting Residential Owner's dwelling unit pursuant to the Corporation's enforcement of the Residential Utility Lien shall be applied by the Corporation in the following order of priority, namely:
- i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Residential Owner's dwelling unit which, at law, have priority over the Residential Utility Lien;
 - ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Residential Utility Lien, and the ultimate sale of the Defaulting Residential Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;
 - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Residential Owner's P.S.R.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
 - iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Residential Owner's dwelling unit after the registration of the Corporation's Residential Utility Lien), in accordance with their respective priorities pursuant to the provisions of The Land Titles Act R.S.O. 1990, as amended, and any applicable provisions of the Act; and
 - v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Residential Owner, or to his or her heirs, estate trustees, successors or assigns.
- e) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Residential Utility Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such dwelling unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same

not exceeding \$100 inclusive of GST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Residential Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Residential Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement (in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof), and upon the Corporation's receipt of the full amount secured by the Residential Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Residential Utility Lien to the other party's solicitor.

- f) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read each of the domestic hot and cold water and the electricity check meters appurtenant to each of the dwelling units, and to correspondingly issue invoices to each of the respective dwelling unit owners for their respective consumption of hot and cold water and electricity service (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.
- g) Each dwelling unit shall be subject to a temporary easement, right of way and right of re-entry to and in favour of the Declarant and/or its authorized consultants for reasonable access to and within the dwelling units, and specifically to the In-Suite ERV installed within the dwelling unit(s) by the Declarant and which may include sensory equipment, up to two times a month for a period of one year following the date of registration of the conveyance of the dwelling unit by the Declarant to the dwelling unit owner(s), if so required by the Declarant, for the purposes of enabling or facilitating the inspection and monitoring of the In-Suite ERV and the corresponding collection and use of any data derived therefrom, and for the purpose of allowing the Declarant and/or its authorized consultants to make any necessary or desired additions, alterations or adjustments thereto (including any adjustments to the operation, performance, energy-efficiency or effectiveness of the In-Suite ERV), all at the Declarant's sole cost and expense. Nothing in this provision shall be deemed nor construed as a commitment by or obligation of the Declarant to inspect and/or monitor the In-Suite ERV or collect/use data derived therefrom or make any additions, alterations or adjustments to the In-Suite ERV and/or to the operation, performance, energy-efficiency or effectiveness of the In-Suite ERV.
- h) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly stipulated that the Corporation, and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) each of those dwelling units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), provided however that the Corporation shall be

obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each dwelling unit owner who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

Section 28 - Use of the Retail Unit

(Being the retail unit comprising unit 1 on level 1)

The occupation and use of the retail unit shall be in accordance with the following restrictions and stipulations:

- a) Save as otherwise expressly provided elsewhere in this declaration to the contrary, the retail unit shall be used and occupied only for commercial/retail purposes (such as retail stores, restaurants), in each case in strict conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws"), provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the retail units as models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as all dwelling units and the retail unit in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that under no circumstances shall any owner be permitted to use (or allow any other party to use) his or her retail unit (or any portion thereof) for any of the following uses or purposes, namely:
 - i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, by reason of the creation or emission from such owner's retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise.
 - iii) the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Declarant or the board of directors of this Condominium (acting reasonably), nor for any use or purpose which may contravene the Applicable Zoning By-laws;
 - iv) any use or purpose which, in the reasonable opinion of the Declarant or the board of directors of this Condominium, is incompatible with the residential nature of the residential component of the Condominium (and the possible presence of children within such components of the Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video/dvd store or business, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto, regardless of whether same is otherwise lawfully permitted by the Applicable Zoning By-Laws.
 - v) an abortuary, a drug addiction treatment centre, a drug rehabilitation clinic and/or any other use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, as determined by the Declarant or the board of directors of this Condominium (acting reasonably), regardless of whether same is otherwise lawfully

permitted by the Applicable Zoning By-Laws.

For purposes of clarity, any retail store or business operation that carries on the sale or distribution of cannabis and/or cannabis related products, including without limitation foods containing cannabis, shall not be considered nor construed a use or purpose constituting a nuisance to (or otherwise interfering with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to this Condominium or the Real Property, nor shall such use be considered nor construed as a use or purpose that may likely pose a greater degree of risk, nuisance or danger to the occupants of this Condominium, than would otherwise be ordinarily attributable to any general commercial retail use allowed under any Applicable Zoning By-Laws, and such use shall be considered a permitted use of the retail unit.

- c) The retail unit owner shall, at such owner's sole cost and expense, be solely responsible for:
- i) determining and satisfying himself or herself as to whether the retail unit may be lawfully or properly used or occupied for such owner's intended use or occupation; and
 - ii) obtaining an occupancy permit (or such other occupancy authorization issued by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's retail unit, as required by the Governmental Authorities pursuant to any applicable statute, by-law, rule or regulation.
- d) The owner of the retail unit shall be entitled to place, install, affix, attach, hang and/or display signage or advertising material within the interior of such owner's retail unit (whether affixed to the interior side of any window, glass door or otherwise) that is (or will be) visible from the exterior of the retail unit, and that promotes or relates to such owner or the business or service(s) lawfully being carried on (or intended to be carried on) within the confines of such owner's retail unit, provided that the size, design, graphics, colour, composition, text and location thereof complies in all respects with the provisions of the Applicable Zoning By-laws. Any such interior signage or advertising material shall be erected, affixed, maintained, repaired and insured at the sole cost, risk and expense of the retail unit owner so desiring to install or affix same.
- e) The retail unit shall be entitled to install, place and/or affix such owner's (or its tenant's) desired exterior signage or advertising material and to affix or place his or her desired signage or advertisement materials to (or within) the designated space allocated to such owner by the Declarant or the Condominium, as the case may be, or affixed to the exterior window wall just above (or adjacent) the entry doors to the retail unit, which advertises or promotes the business or products sold from the confines of the retail unit, provided that such signage shall not impair or diminish the load-bearing capacity or structural integrity of any interior or exterior walls or columns or exterior window wall and/or the structural components of the Condominium's common elements or any support that same are providing to any units and/or the Condominium and provided further that all such exterior signage and/or advertising materials so desired to installed within said designated space(s) (in terms of size, design, colour, composition, font and text) have first been approved by the Declarant or the Corporation, as the case may be, and otherwise comply in all respects with the provisions of the Applicable Zoning By-laws. In addition, all such exterior signs and advertising materials shall be erected, affixed, maintained, repaired and/or insured at the cost, risk and expense of the retail unit owner. Prior to the commencement of the signage installation work, the retail unit owner intending to implement or carry out such work shall comply with the following, namely:
- i) provide copies of all plans, drawings and specifications prepared by the retail unit owner's architect or engineer to both the Declarant and the Condominium, showing in reasonable detail, the proposed installations, removal and/or alteration work, accompanied by a certificate from the base building's structural engineer (or such other structural engineer as approved by the Declarant and the board) confirming to both the Declarant and the board that such work will not impair or diminish the load-bearing capacity or structural integrity of any interior or exterior walls or columns or exterior window wall and/or the structural components of the Condominium's common elements or any support that same are providing to any units and/or the Condominium nor unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any other unit in the Condominium, and further confirming

that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable);

- ii) to establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (or to the pedestrian access to and egress from any of the other retail units) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work. In addition, the owner of the retail unit desiring to erect or install any exterior signage or advertising material shall be obliged to obtain any required sign permit from the City of Toronto's building department, at such owner's sole cost and expense, before any installation or affixation of same occurs, and any sign or advertising material so permitted or approved shall correspondingly be installed, affixed, maintained, repaired and insured at such owner's sole cost, risk and expense. A copy of the sign permit obtained by the retail unit owner (or its tenant) shall, upon request, be provided to the Condominium; and
 - iii) ensure that such signage and advertising material are consistent with the design of the Condominium building and does not negatively impact the aesthetic appearance of this Condominium or any portion thereof.
- f) In light of the fact that the Declarant has installed all requisite heating fixtures, equipment and appurtenances thereto within the retail unit, the retail unit owner shall be obliged to correspondingly turn on all such heating equipment, from and after the taking possession of his / her unit, in order to heat the unit (and to maintain the temperature thereof to a minimum of 18.33°C), so as to avoid extremely cold temperatures within the unit from detrimentally affecting the temperature of adjacent or neighbouring units or common element areas, and to avoid any consequential damage to water pipes and sprinklers situate within the retail unit (or appurtenant to) any adjacent units or common element areas, failing which the Condominium shall have the right (but not the corresponding obligation) to enter the retail unit and turn on the heating equipment in order to heat the unit, and all costs and expenses and/or damages incurred as a result of the unit owner's failure to turn on the heating as hereinbefore specified shall be payable by the retail unit owner forthwith upon the demand of the Condominium, and in any event may be charged to the retail unit owner and added to the monthly contributions towards the common expenses of such owner by the Condominium and shall properly constitute the subject matter of a common expense arrears lien, and be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto) against the delinquent owner's unit. Save for all in-suite mechanical and electrical lines, heating fixtures, equipment and appurtenances which had been installed by the Declarant, the retail unit owner shall otherwise be responsible for connecting his or her retail unit to the Condominium's other servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:
- i) the retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
 - ii) the consulting engineer that is retained by the retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, gas, electricity and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);

- iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable) shall be borne by the owner of the retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the Condominium and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
 - iv) the Corporation shall, forthwith upon demand, provide the retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and
 - v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the retail unit owner's access to, and egress from, his or her retail unit, and all non-exclusive use common element areas, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.
- g) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary (and subject to compliance with the provisions of section 28 (h) below), the owner of the retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her retail unit, and/or implement and complete any Minor Installations upon or within any part of his or her retail unit, as well as those portions of the common element areas which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:
- i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;
 - ii) to alter the configuration of any non-load bearing wall(s) situate within the retail unit, and/or to perform any Commercial Partition Removal;
 - iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear and/or side door(s) situate within (or leading into) such retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit;
 - iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the retail unit, and generally to implement and carry out all similar improvements to or renovations of the said retail unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.

- h) Prior to the commencement of any of the work described or contemplated in the preceding section 28 (g), the retail unit owner intending to implement or carry out such work shall comply with the following, namely:
- i) provide copies of all plans, drawings and specifications prepared by the retail unit owner's architect or engineer to both the Declarant and the Condominium, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any other unit or to the retail service areas, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable); and
 - ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 8:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (or to the pedestrian access to and egress from any of the other retail units) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work;
- i) Any work or construction activity contemplated by the provisions of section 28 (g) hereof, which is carried out by the owner of the retail unit in accordance with the provisions of section 28 (h) hereof, shall not be considered or construed, under any circumstances, to constitute a substantial addition, alteration, improvement to or renovation of the common elements, within the meaning or context of subsections 97(4), (5) and (6) of the Act.
- j) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in Schedule "D" annexed hereto, pay and be solely responsible for the following, namely:
- i) the cost of all gas, hot and cold water and electricity services utilized or consumed by his or her retail unit [including the cost, on a per unit basis, of having the respective gas, water and electricity meters or consumption meters appurtenant to the retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder (or in connection therewith) from time to time duly collected and accounted for], together with the cost of heating, cooling and air-conditioning the retail unit, and all costs associated with the handling, storage and removal of any garbage produced or emanating from his or her retail unit;
 - ii) the cost of cleaning, maintaining and repairing all windows and doors contained within (or leading into) his or her retail unit [and with respect to the retail unit, the owner of same shall be responsible for the cost of maintaining and repairing all glass, plastic and other materials enclosing said unit in whole or in part, including without limitation, the cost of cleaning and replacing (as and when necessary or desired by such owner) all signs affixed to the interior of said unit and within the exterior common element space designated for such unit by the Declarant or the Corporation, as the case may be, as well as all plate glass windows and doors situate within (or leading into) his or her retail unit, together with the cost of insuring all such plate glass windows, doors and signs];
 - iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration, and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this

declaration (and as further described in section 5 of this declaration); and

- iv) the cost of collecting, recycling and/or disposing of the garbage emanating from his or her retail unit (including the cost of acquiring or leasing all required garbage containers or bins transportable on rollers, as well as the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such retail unit owner's garbage and refuse, based on the type and amount of such garbage).

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which the retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this declaration. It is expressly declared and stipulated that the garbage/recycling room as well as any retail washroom facilities within the retail unit shall be respectively cleaned, maintained and repaired by (and at the expense of) the owner of the retail unit.

k) This Condominium has been designed so that the retail unit shall be:

- i) serviced by (and equipped with) a complete water to air heat pump unit which provides both heating and cooling services to the retail unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit); and
- ii) individually check metered for its gas, hot and cold water and electricity consumption, so that the cost of the retail unit owner's gas, hot and cold water and electricity consumption (reflecting the gas, hot and cold water and electricity utilized or consumed by the owner's retail unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses.

l) The Corporation will accordingly receive bulk invoices for water, gas and electricity service utilized or consumed from the local water, gas and electricity authorities or providers, pursuant to readings taken by such authorities on a bulk meter basis (hereinbefore and hereinafter collectively referred to as the "**Bulk Utility Bills**"), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in this Condominium (including the retail unit owner), as and when due. Forthwith following the Corporation's receipt of the Bulk Utility Bills from time to time, the Corporation shall cause the Utility Monitor to read the check meters for gas, hot and cold water and electricity appurtenant to the retail unit, and to thereafter issue and submit its own separate invoice(s) to the retail unit owner, reflecting the cost of the gas, hot and cold water, and electricity service so consumed by the retail unit and any exclusive use common element areas respectively appurtenant thereto [with the cost of such gas, hot and cold water, and electricity consumption so attributable to the retail unit (and to any exclusive use common element areas respectively appurtenant thereto) being hereinafter collectively referred to as each retail unit owner's "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**"]. The retail unit owner shall be obliged to pay to the Utility Monitor (as agent for and on behalf of the Corporation) his or her P.S.U.C. on or before the date due for payment as noted on invoice for same from the Utility Monitor. In the event that the owner of the retail unit fails to pay the Utility Monitor his or her P.S.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- i) charge and levy interest against the retail unit owner (hereinafter referred to as the "**Defaulting Retail Owner**") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation or the Utility Monitor (as agent for the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation or the Utility Monitor on a solicitor-and-client basis or substantial indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.U.C. amount commencing to accrue from the due date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation or the Utility Monitor incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Retail Owner for such unpaid P.S.U.C. amount, together with all outstanding interest accrued thereon as aforesaid to the common expenses that are otherwise due and owing or payable by such Defaulting Retail Owner to the Corporation and to recover same from the Defaulting Retail Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or
- iii) maintain and enforce a lien against the Defaulting Retail Owner's retail unit, as security for the payment of his or her P.S.U.C. amount, and for all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Retail Utility Lien"), and it is hereby declared and stipulated that the Retail Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Retail Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.
- m) Any monies received by the Corporation arising from the sale of the Defaulting Retail Owner's retail unit pursuant to the Corporation's enforcement of the Retail Utility Lien shall be applied by the Corporation in the following order of priority, namely:
 - i) firstly, to pay and fully satisfy all encumbrances registered against the retail unit which at law have priority over the Retail Utility Lien, if any;
 - ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Retail Utility Lien, and the ultimate sale of the Defaulting Retail Owner's retail unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such retail unit;
 - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Retail Owner's P.S.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
 - iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Retail Owner's retail unit), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and any applicable provisions of the Act; and
 - v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Retail Owner, or to his or her heirs, estate trustees, successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Retail Utility Lien against the retail unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of the retail unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100, plus HST (or any harmonized sales tax or single sales tax, whenever same is implemented), but at no charge, fee or

expense whatsoever to the Declarant, if and when the Declarant is requesting same. Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Retail Owner's retail unit shall, upon payment to the Corporation of the full amount secured by the Retail Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and, with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Retail Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Retail Utility Lien to the other party's solicitor.

- n) In light of the fact that the Corporation shall retain the services of the Utility Monitor to read the individual check or consumption meters for gas, hot and cold water and electricity appurtenant to the retail unit, and to correspondingly issue invoices to each of the retail unit owner for the cost of its consumption of gas, hot and cold water and electricity service, determined in accordance with the aforementioned meter or sub-meter readings, and in order to facilitate the payment of such invoices, the retail unit owner shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make its requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan. The Utility Monitor may also require a deposit from the retail unit owner (payable in advance of the Utility Monitor undertaking any of its contracted services) not exceeding the estimated cost of the gas, hot and cold water and electricity consumption attributable to the owner's retail unit for a 3 month period, based on the Utility Monitor's reasonable estimate of same, utilizing prevailing gas, water and electricity consumption standards in the industry. The servicing agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters for gas, hot and cold water and electricity appurtenant to the retail unit, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to the retail unit owner (incorporated as part of the retail unit owner's periodic invoice for the cost of the gas, hot and cold water and electricity services so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.
- o) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly declared and stipulated that all arrears of any metered or check metered utilities (namely gas, hot and cold water and electricity, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the retail unit owner as and when due, shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any metered or check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against

the delinquent owner's retail unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Retail Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of this declaration.

- p) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly stipulated that the Corporation and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) the retail unit in this Condominium (including any access door or panel located within any wall(s), floor(s) or ceiling(s) of such retail unit) during those hours of any day when such units are not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation, replacement and/or servicing of any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the retail unit but which service or benefit any other unit(s) and/or common element area(s) of this Condominium. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the owner of the retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, relocate, replace and/or service any such equipment, installations and/or systems, including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such units as a consequence of the Corporation's exercise of the foregoing right of entry.
- q) Notwithstanding any provision in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly declared and stipulated that the Declarant and the owner of more than one retail unit shall be entitled to remove all or any portion of any non-load bearing partition or demising wall that separates two adjoining retail units (if any), and which comprises part of any such unit(s), as monumented in Schedule "C", provided such adjoining units are owned by the same party or parties, without having to obtain the consent of the board or any other unit owner(s) thereto, and provided further that such removal or alteration work complies with the provisions of sections 28 (g) and (h) hereof, and all applicable by-laws and regulations of the Governmental Authorities. Notwithstanding any Commercial Partition Removal as aforesaid, the adjoining units affected thereby shall still constitute two separate retail units, as illustrated in the description filed concurrently herewith, and all obligations of the owner of the said two adjoining units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law) shall remain unchanged. Where any partition or demising wall has been so removed, the owner of the two adjoining retail units (if any) may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of such wall to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation whatsoever.
- r) Since there is no municipal garbage pick-up service for the retail garbage emanating from this Condominium, the retail unit owner shall be responsible for retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for the garbage and refuse emanating from its retail unit, and the retail unit owner shall co-ordinate the scheduling of all garbage pick-up and removal services with respect to such owner's retail unit in conjunction with (and with the prior approval of) the Condominium's property manager, including the timing and frequency of the transportation of such retail unit owner's garbage, from the garbage/recycling room within the common elements of this Condominium and ultimately to the designated exterior retail garbage storage area. The retail unit owner shall pay and be solely responsible for the cost of collecting, recycling and/or disposing of the garbage emanating from his or her retail unit, including the cost of acquiring or leasing all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal

services for such unit owner's garbage and refuse, based on the type and amount of such garbage, in addition to the common expenses attributable to such owner's retail unit.

- s) The retail owner shall ensure that all deliveries (eg. of goods, supplies, materials, furniture and/or equipment) to the retail unit are made directly through retail unit's front access doors, and not from or through the residential lobby and/or through any elevator(s) of this Condominium nor elsewhere in the Condominium.

Section 29 - Use of the Parking Units

- a) Each parking unit shall be used and occupied for motor vehicle and/or bicycle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Owners of parking units, their tenants and permitted occupants shall comply with the Corporation's guidelines for entering and exiting the Condominium building using the Motor Vehicle Elevator. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 4500kg (10,000 lb), 1.9 metres in height, 190 cm in width and 5.2 metres in length, and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining this Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within this Condominium.
- b) The owner of a parking unit, whether or not described or designated as a "regular parking unit" in Schedule "D" annexed hereto, may park one or more vehicles and/or bicycles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle or bicycle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.
- c) The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in/its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.
- d) The owner of the retail unit who also owns a parking unit shall not be permitted to use the parking unit as a loading and/or unloading area nor shall the owner of the retail unit, it tenants and/or any permitted occupants use any of the elevators to transport any deliveries to the retail unit.
- e) Notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that parking unit ● on level ● shall constitute a non-visitor handicapped parking unit (hereinafter referred to as a "Handicapped Parking Unit"), and is clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the Condominium Corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium.
- f) The owner of parking units ● on level ● (whether or not described or designated as a "compact parking unit" in Schedule "D" annexed hereto) are advised that compact parking units can only accommodate compact or smaller size vehicles and that such owner(s) may park may park one or more compact or smaller size motor vehicles and/or bicycles within the boundaries of such compact parking unit, provided however that in no instance shall any portion of any compact or smaller size motor vehicle or bicycle so parked within a compact parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.
- g) Each of parking units * and * on level * in this Condominium (hereinafter individually referred to as a "Roughed-In Parking Unit") have been roughed-in and completed by the Declarant with an empty conduit that is capable of being fully wired to allow the connection of said parking unit(s) to the Condominium's main

electrical room and transformer, and provided that the Condominium installs, at the parking unit owner's expense and cost, a fully-functioning electrical outlet or plug, as well as a designated electricity check meter within a metering panel (containing a number of separate check meters) located within the Condominium's electrical room, in order to expedite and/or facilitate the future installation of an electrical charging station appurtenant to the Roughed-In Parking Unit, and which charging station and/or electricity check meter shall ultimately be connected by the Condominium to an electrical panel within the Condominium's main electrical room (with all such required electrical work and/or installations to enable or facilitate the charging of an electric vehicle parked therein from time to time, and to enable the monitoring of all electricity consumed thereby pursuant to an electricity check meter installed in connection therewith, being hereinafter collectively referred to as the "Electrical Conversion Work"), on the express understanding and stipulation that:

- A. all required alterations to any Roughed-In Parking Unit so as to accommodate and facilitate the Electrical Conversion Work shall require the prior written approval of the board of directors in accordance with the provisions of section 98 of the Act, and the ultimate execution and registration of an AAI Agreement, pursuant to which the owner of the Roughed-In Parking Unit shall be solely and exclusively responsible for the cost of installing and completing the Electrical Conversion Work;
- B. the owner of the Roughed-In Parking Unit who has been authorized by the Corporation to undertake and complete the Electrical Conversion Work, shall also be responsible for paying for the cost of all electricity so consumed by any vehicle parked therein (in addition to the common expenses attributable to such owner's Roughed-In Parking Unit), pursuant to the invoices periodically issued to such owner by this Condominium's designated Utility Monitor;
- C. all arrears of any check-metered electricity consumption in respect of any Roughed-In Parking Unit that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the owner of the Roughed-In Parking Unit, as and when any such invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Condominium Corporation against the owner of the Roughed-In Parking Unit in the same manner (and to the same extent, and with all the same rights and powers) as any other common expenses, and accordingly all such arrears shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided for under the Act) against the delinquent owner's Roughed-In Parking Unit; and
- D. there is no guarantee or assurance whatsoever that the Corporation will hereafter approve of the proposed alterations to any Roughed-In Parking Unit so as to undertake and implement the Electrical Conversion Work, inasmuch as this Condominium's electrical transformer may or may not have sufficient power or capacity to accommodate the additional electricity consumption required therefrom or in connection therewith. The Corporation shall be solely responsible, at its sole cost and expense, for any future upgrade to the electrical transformer in order to have sufficient power or capacity to provide electricity to the Roughed-In Parking Unit(s).

Section 30 - Use of the Locker Units

- a) Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.
- b) Bicycles shall be permitted to be transported along, upon and within the Condominium's passenger elevators, common element lobbies, hallways and corridors within this Condominium to and from an owner's dwelling unit, all without having to carry the entire bicycle in the air, and despite the potential for staining or damaging the common element flooring, carpeting or elevators within this Condominium. Bicycles shall not be permitted to be stored within any exclusive use balcony and/or terrace areas and bicycles shall not under any circumstances be transported within the Motor Vehicle Elevator. No unit owner and/or occupant shall be permitted to ride or straddle a bicycle or an e-bike within the Condominium building and must always walk beside the bicycle when transporting within the Condominium building.

Section 31 - Temporary Model Suites

Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that at the time of registration of this Condominium, several unsold dwelling units, the retail unit, parking units and locker units in this Condominium may be used by the Declarant as temporary model suites for marketing, leasing and/or sales purposes in order to market, lease and/or sell not only the Declarant's remaining unsold inventory of dwelling units and retail units in this Condominium (but also in connection with the marketing and sale of any units (or proposed units) in any other condominium project being developed by the Declarant in the vicinity of the Condominium). The Declarant and its sales staff, as well as their respective invitees and authorized representatives, shall be entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all of the dwelling units and/or the retail unit within the Condominium and/or all units (or proposed units) in any other condominium project being developed by the Declarant in the vicinity of the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof.

PART 8 - LEASING OF UNITS

Section 32 - Notification of lease

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
- i) notify the Corporation in writing that the unit has been leased;
 - ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and
 - iii) provide the lessee with a copy of this declaration, along with copies of the 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 of same.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking and locker units, unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
- "I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation 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 1998, S.O. 1998, as amended."*
- d) The provisions set forth in subsections 32 (a), (b) and (c) hereof, pertaining to any tenancy of any dwelling unit in this Condominium, shall also apply, mutatis mutandis (i.e. with all necessary modifications as to context may require) to any sub-tenancy or license to occupy that is granted or created with respect to any unit in this Condominium.
- e) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her retail unit unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
- "I acknowledge and agree that both myself, and my employees and agents, and our respective invitees, licensees, clients and customers from time to time, shall, in using and occupying the retail unit rented by me and the common elements for the purposes of operating a _____ business,*

comply with the Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that:

- a) *I will be subject to the same duties imposed by the Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the Condominium Corporation as if I were the owner of the retail unit, except for the payment of common expenses, unless such payment is required by the Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and*
- b) *that neither I, nor any of my agents, employees, sub-tenants, invitees, licensees, clients or customers shall have any right of access to, nor any use or enjoyment of, the multi-purpose amenity room, the Outdoor Amenities or the Recreation Centre (nor any of the equipment, facilities or amenities contained therein or operated therefrom), nor to any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium, nor any other part of the common elements of this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:*
 - i) *each of the retail units, the retail service areas on level 1 and/or level A (if any), and any parking units and/or locker units on level(s) A, B, or C which may be owned or leased by the retail unit owner;*
 - ii) *the garbage/loading room/area(s), which is intended to be used for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating from the retail unit in this Condominium, and the designated residential garbage staging area during retail garbage pick-up days as designated by the Condominium's property manager (and in connection therewith the retail unit owner will have to pay, and be solely responsible for, the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from the retail unit, as well as the cost of purchasing or renting the appropriate number and type of garbage bins in order to properly store and/or load the garbage emanating from their respective retail units, based on the type and amount of such garbage);*
 - iii) *all fire exit stairwells and corridors (wheresoever situate within this Condominium) for emergency egress purposes;*
 - iv) *those areas within this Condominium which contain or house the gas, water and electricity check meters appurtenant to the retail unit, together with all switch gears, breaker panels and all other mechanical and/or electrical equipment (and all appurtenances thereto) utilized in connection with the operation or servicing of the retail units, or any portion thereof; and*
 - v) *this Condominium's mechanical, electrical, telephone and/or telecom room(s), utilized in connection with the operation or servicing of the retail units, or any portion thereof*
subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager;
- c) *I acknowledge that in the event that I require access to the public laneway to the west or the north of the Condominium for transporting garbage from the retail unit to the exterior garbage storage room (and the City of Toronto has not cleared snow and ice from such public laneways) then it shall be my sole responsibility to clear a path from the side door of the retail unit to such exterior garbage storage room and not the responsibility of the Condominium;*
- f) *The foregoing provisions set forth in subsection 32 (c) hereof pertaining to any tenancy of any retail unit in this*

Condominium, shall also apply, *mutatis mutandis* (ie. with all necessary modifications as the context may require) to any sub-tenancy or license to occupy that is hereafter granted or created with respect to any retail unit in this Condominium.

- g) In addition to the foregoing requirements, no Third-Party Parking Unit Owner shall lease his or her parking I unit unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:

"I acknowledge and agree that both myself, and my employees and agents, and our respective invitees, licensees, clients and customers from time to time, shall, in using and occupying the parking unit rented by me and the common elements for the purposes of parking a motor vehicle and to comply with the Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that:

- a) *I will be subject to the same duties imposed by the Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the parking unit, except for the payment of common expenses, unless such payment is required by the Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and*
- b) *that neither I, nor any of my agents, employees, sub-tenants, invitees, licensees, clients or customers shall have any right of access to, nor any use or enjoyment of the multi-purpose amenity room, the Outdoor Amenities or the Recreation Centre (nor any of the equipment, facilities or amenities contained therein or operated therefrom), nor to any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units and/or the retail unit, wheresoever situate within this Condominium, nor any other part of the common elements of this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:*
- i) *each of the parking units which may be owned or leased by the Third-Party Parking Unit Owner; and*
- ii) *all fire exit stairwells and corridors (wheresoever situate within this Condominium) for emergency egress purposes*

subject however to such reasonable and customary restrictions on access thereto as may be implemented by the Condominium and/or its property manager;

Section 33 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the landlord/owner of the unit which the said tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said landlord/owner, an amount equal to the defaulted payment, and shall forthwith pay same to the Corporation.

Section 34 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

PART 9 - MAINTENANCE AND REPAIRS

Section 35 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or

maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

- b) No tinted, coloured, mirrored or foil-lined interior window treatments shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane.
- c) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the complete water to air pump unit (including any fans, coils, filters, valves, pumps, controls etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her dwelling unit (hereinafter collectively referred to as each dwelling unit's "Heating/Cooling System"), irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C" annexed to this declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected dwelling unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 35 (g) and section 41 of this declaration shall apply. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System (and any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe (if so installed by the Declarant within the owner's dwelling unit), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.
- d) The owner of the retail unit shall be solely responsible for:
 - i) the cost of all gas, hot and cold water and electricity utilized or consumed by his or her retail unit and any exclusive use common element area appurtenant thereto (if any) (pursuant to the bills or invoices received directly from the Corporation or the Utility Monitor, pursuant to the respective gas, water and electricity check or consumption meters appurtenant to the retail unit), as well as the cost of heating, cooling and air-conditioning such owner's retail unit;
 - ii) the maintenance and repair of all doors contained within (or leading into) his or her retail unit, provided however that all such maintenance and/or repair work to the exterior door shall be undertaken exclusively by the Corporation's authorized agents, representatives, employees, contractors and/or sub-contractors; and
 - iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her retail unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively serves such owner's retail unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration).
- e) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each

unit owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that any such owner who has failed to so maintain or repair his or her unit shall nevertheless 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 claim submitted or pursued in respect of any such damages.

- f) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- g) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit (or any exclusive use common element areas appurtenant thereto), or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 36 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements, including without limitation, the In-Suite ERVs but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit owner pursuant to Schedule "F" of this declaration.

- b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
- i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering. Such duty shall include the watering and maintenance of all plantings within the landscape bed situate within the municipal right of way immediately adjacent to the Condominium and fronting on Augusta Avenue;
 - ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways and driveways shall include the clearing of snow, ice and debris therefrom, including the clearing of snow from portions of the municipal side-walk areas adjacent to the front entrance of the Condominium and in front of the Motor Vehicle Elevators but not including the clearing of snow or ice from the public laneways to the north and west of the Condominium. In the event that the retail unit owner requires access to either public laneway for transporting garbage from the retail unit to the exterior garbage storage room (and the City of Toronto has not cleared snow and ice from such public laneway) then the owner of the retail unit shall be solely responsible for the clearing of a path from the side door of the retail unit to such exterior garbage storage room at its sole cost and expense;
 - iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property or any portion thereof (if applicable); and
 - iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any [except for the maintenance of the exterior surfaces of windows within any dwelling units or the retail unit that are accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].
- c) Notwithstanding anything provided in the preceding subsections 36 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:
- i) each dwelling unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;
 - ii) each dwelling unit owner having exclusive use of any balcony or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any free floating (ie non affixed/non adhesive) tile or floor covering within any such balcony or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony or terrace area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:
 - A) any such tile or floor covering is not bonded to the concrete balcony floor; and
 - B) in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the common elements, then the cost of such removal and/or replacement shall be borne solely by the affected unit owner;
 - iii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony or terrace area, shall not alter or repair said balcony, patio or terrace area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to 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;

iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony, patio or terrace area appurtenant to the unit of such owner (hereinafter collectively referred to as the "Exclusive-Use Landscaping Materials"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:

- A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
- B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;

on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use terrace area appurtenant to his or her dwelling unit from placing, within the confines of such terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;

v) each dwelling unit owner having the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subsection 36(c)(vii) hereof, be responsible for the maintenance and repair of the terrace landscaping (if any) situate within the confines of such exclusive use terrace area (hereinafter referred to as "Terrace Landscaping"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs (if any) exclusively servicing such dwelling unit's exclusive use common element terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, provided however that:

- A) all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the underside of) any interlocking stones, concrete slabs and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and
- B) if any interlocking stones, concrete slabs and/or paved stones are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair

of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by such owner's negligence or wilful misconduct) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition;

- vi) each retail unit owner having the exclusive use of an outdoor patio area appurtenant to (or allocated to) his or her retail unit pursuant to Schedule "F" to this declaration (if so applicable) shall be responsible for the cleaning, sweeping and general maintenance thereof;
 - vii) notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that no addition, alteration, maintenance or repair work which, if implemented by any unit owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, whether in the course of carrying out such owner's maintenance and repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Corporation. The owner effecting or implementing any such addition, alteration, maintenance or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Corporation having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe or other component(s) of the common elements, or to any other unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such owner, and shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any unit owner that has the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her unit (pursuant to the provisions of Schedule "F" annexed hereto) from placing, within the confines of said exclusive use outdoor terrace area, any plants, trees, shrubs or other landscaping materials or features which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto; and
 - viii) in the event that any dwelling unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use terrace area (in accordance with the foregoing provisions of this declaration) fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's dwelling unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, on such owner's behalf, and in such case the said owner shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).
- d) Each unit owner having the exclusive use of a balcony, patio or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any unit(s) or common element area(s) in this Condominium, and shall also allow the Declarant and/or the Condominium to temporarily attach or affix to the exterior of any owner's dwelling unit and/or the retail unit (and/or to any exclusive use common element area appurtenant thereto) a davit arm and appurtenant cables, as well as a swing stage and window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus required or desired to enable or facilitate the cleaning of all windows exterior to the dwelling units or the retail unit not accessible by any balcony, patio or terrace area, as the case may be, and/or any other maintenance or repair work desired to be undertaken by the Corporation to any exterior building components of the Condominium, as well as any maintenance or repair work in respect of the Terrace Landscaping [ie. if

and when the unit owner(s) primarily responsible for maintaining or repairing the Terrace Landscaping fail(s) to do so).

- e) Notwithstanding anything contained in this declaration to the contrary, it is hereby declared and stipulated that no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.
- f) Each unit owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights and/or doors serving his or her unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the entire deductible amount payable under such insurance policy.
- g) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into (or providing access to) each of the units (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system, unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees, licensees, contractors or customers, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock on any door leading directly into (or providing access to) any of the units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use common element area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- i) In light of the fact that:
 - i) section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;
 - ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one

or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;

- iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;
- iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and
- v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this declaration to the contrary, in those circumstances where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Corporation immediately before the earlier of:

- A. the date when such matter, item or component has been damaged [provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), then the Corporation shall attend to the repair of such damage, but such repair shall be carried out at the sole cost and expense of the affected owner, and the latter shall fully indemnify and save the Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation in doing so]; or
- B. the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the board from time to time);

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit owner shall correspondingly be obliged in such circumstances to notify the Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense (either as a direct expenditure from the Corporation's reserve fund or otherwise), unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), in which latter case the entire cost of the repair work shall be borne solely by the affected owner as hereinbefore provided. Once the said matter, item or component has been fully repaired, restored or replaced by the Corporation as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected owner, as previously provided for in this declaration, subject however to the same automatic shifting of said obligation onto the Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 10 - INSURANCE

Section 37 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in section 99(2) the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

- i) the common elements, including any and all improvements or betterments made by or on behalf of the Corporation to any portion of the common elements;
- ii) the personal property owned by the Corporation, but excluding all furnishings, furniture and other personal property supplied or installed by any of the unit owners; and
- iii) the units, except for any improvements or betterments made thereto or acquired by any of the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

b) **Public Liability, Property Damage and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler, machinery and pressure vessel insurance (if applicable), with limits to be determined by the board (but in no event less than two million dollars (\$2,000,000.00) of coverage per occurrence), insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements, and/or arising from the ownership, use and/or operation (by or on behalf of the Corporation) of boilers, machinery, pressure vessels and/or motor vehicles.

c) **General Provisions Regarding Policies of Insurance**

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation and the unit owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

- i) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person whom the Corporation specifies), and not to the Insurance Trustee;
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their

respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined);
- iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation or requirement 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.

Section 38 - General Provisions Regarding the Corporation's Insurance

- a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.
- b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. This paragraph c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

Section 39 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their

respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 40 - Insurance Maintained by Each of the Unit Owners

a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, in addition to the Corporation's insurance, the following insurance must be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of his or her respective ownership, namely:

- i) All-risks Insurance that provides adequate coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs), together with property damage insurance for all furnishings, equipment, personal property and chattels of the owner contained within his or her unit (or stored elsewhere within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from (or in connection with) any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- ii) Public liability insurance (providing coverage of not less than \$2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), for or in respect of any damage occasioned to any other unit(s) or to the common elements [or to any personal property situate within any other unit(s) or the common elements];

on the express understanding that the insurance coverage noted in subparagraph (i) and (ii) above, should not be resorted to merely (or only) if and when the Corporation's master insurance policy does not cover the damage so caused by the affected owner (or by the residents or tenants of the affected owner's unit), but rather shall constitute primary insurance that is always resorted to first and foremost if and when any such damage occurs, so that the Corporation's master insurance is, to the extent reasonably possible, not over-utilized; and

- iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner, or for which a unit owner may be responsible for reimbursing the Corporation (in whole or in part).

b) The following insurance is strongly recommended to be obtained by each unit owner, at his or her sole cost and expense, although same is not mandatory, namely:

- i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected against under the Corporation's insurance policy or under the owner's personal insurance policy;
- ii) Insurance covering any special assessments levied against an owner's unit by the Corporation;
- iii) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner and/or his or her unit;
- iv) For the retail unit owner:
 - A. insurance covering the cost of repairing and/or replacing any windows, doors and/or enclosure(s) forming part of (or contained within) any portion of his or her unit; and

- B. business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business;
- v) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

Section 41 - Indemnification of the Corporation by Unit Owners

- a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (and shall constitute the proper subject matter of a common expense lien that shall be enforceable by the Corporation against such owner's unit, with all of the super priority rights applicable thereto as provided by the Act).
- c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:
 - i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:
 - A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or
 - B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s);regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.
 - ii) Should an incident cause damage to more than one unit [or to the exclusive use common element

area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (I) above.

- iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

Section 42 - Insurance Trust Agreement

The Corporation may at any time, and from time to time, enter into an insurance trust agreement (hereinafter referred to as the "Insurance Trust Agreement") with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990, as amended, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the "Insurance Trustee"). If an Insurance Trust Agreement is ultimately entered into between the Corporation and the Insurance Trustee, then save as hereinafter otherwise provided, the Insurance Trust Agreement shall stipulate that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration. If substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority). Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Corporation, or to any other person whom the Corporation specifies, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

PART 11 - DUTIES OF THE CORPORATION

Section 43 - Duties

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- a) To cause electricity, water, gas and all other requisite utility services to be provided to each of the units in this Condominium, including without limitation, the multi-purpose amenity room, the Outdoor Amenities and the Recreation Centre (and to all amenity areas and facilities situate therein), in order to ensure that the multi-

purpose amenity room and the Recreation Centre (and all amenities and facilities situate therein) are fully functional and operable during normal or customary hours of use and to cause all requisite utility services to be provided to the common elements, including without limitation to the two (2) elevating devices used to elevate or lower motor vehicles (subject to weight and size limitations prescribed the Condominium's rules) into the underground parking garage (hereinafter collectively referred to as the "Motor Vehicle Elevators");

- b) To illuminate, maintain and repair (as the case may be) all portions of the Condominium's common elements (except for the removal of graffiti as provided for in section 43 j) of this declaration), including without limitation, the maintenance and repair of any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements installed within any non-exclusive use common element areas), and to clean and remove all dirt, debris and snow from all portions of the common interior roadway(s) which provides access to, and egress from, the Condominium, and from all walkways, driveways and garage ramps leading into or out of the underground garage and to clean and remove all dirt and debris from all portions of the underground garage situate within the boundaries of this Condominium and to correspondingly remove snow, ice and debris from the public sidewalk areas along the perimeter of this Condominium but excluding the public laneways to the north and west of the Condominium. In the event that the retail unit owner requires access to either of the said public laneways for transporting garbage from the retail unit to the exterior garbage storage room (and the City of Toronto has not cleared snow and ice from such public laneway) then the owner of the retail unit shall be solely responsible for the clearing of a path from the side door of the retail unit to such exterior garbage storage room at its sole cost and expense;
- c) To take all requisite steps to ensure that interior wall, ceiling and floor finishes within the building common area entrance, lobby area, hallway and mail room and any furnishings and/or accessories within such common areas, comply with the requirements of Subsections 3.1.5 and 3.1.13 of the Ontario Building Code and the recommendations set out in Building Code Compliance Report prepared by Jensen Huges (DT172000.00-100-RC). The Corporation shall ensure that no furniture is placed in the lobby area and the door to the mail room remains closed at all times.
- d) To take all requisite steps to ensure that any easement areas appurtenant to the Real Property, as well as all servient easement areas affecting (or in respect of) the Real Property, are maintained and repaired;
- e) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- f) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the multi-purpose amenity room, the Outdoor Amenities and the Recreation Centre by the Declarant and its designated representatives, agents, employees, contractors and invitees, in connection with the marketing and sales efforts and/or customer service programs implemented from time to time by the Declarant in connection with Condominium (and/or in connection with the marketing and sale of any units (or proposed units) in any other condominium project being developed by the Declarant in the vicinity of the Condominium), as expressly provided or contemplated in this declaration;
- g) To operate, maintain, repair and replace the Motor Vehicle Elevators as and when necessary and be responsible for all of the costs relating thereto which are to be reflected in the Condominium's annual operating budgets. To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over any common interior roadway and adjoining walkways, the Motor Vehicle Elevators, the garage ramps, and all underground garage driveways and walkways situate within the boundaries of this Condominium, by the Declarant, as expressly provided or contemplated in this declaration and to ensure that no persons are provided any garage remote control transmitter and/or are permitted access to the Motor Vehicle Elevators unless have participated in a training session and/or obtained a copy of the Corporation's guidelines for entering and existing the Condominium building using the Motor Vehicle Elevators;

- h) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian egress from the underground garage, for fire and emergency purposes, by the unit owners of the Condominium from time to time, and their respective residents, tenants, invitees and licensees from time to time, through the designated stairwells and fire exit doors situate within this Condominium;
- i) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the use and enjoyment of the multi-purpose amenity room, the Outdoor Amenities and the Recreation Centre by each of:
 - i) the Declarant and its employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service program(s) implemented by the Declarant from time to time, as expressly contemplated or provided for in this declaration; and
 - ii) the dwelling unit owners of the Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration;
- j) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict street artists (or others) from placing, drawing and/or painting any graffiti on (or within) the confines of the Condominium building and/or taking actions and/or steps to control (or attempt to control) the quality and/or content of the graffiti. The Condominium shall not take any actions or steps to remove the graffiti from the Condominium building unless the Corporation is required to obey and comply with any judgment, decree, ruling or order issued, made or rendering by a court, administrative, regulatory or similar proceeding (whether civil, quasi criminal or criminal), arbitration, mediation or inquiry by any governmental authority and shall otherwise compel the observance and compliance with the aforementioned obligations relating to the graffiti by all unit owners in this Condominium, and their respective residents, tenants and invitees;
- k) To abide by, and comply with, the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) with respect thereto] which are (or may be) registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), namely:
 - i) an outstanding Section 37 Agreement between the City of Toronto and the Declarant (the "S37 Agreement") registered on October 3, 2018 as Instrument No. AT4974249; and
 - ii) an outstanding Site Plan Agreement between the City of Toronto and the Declarant registered on TBA as Instrument No. TBA;
- l) To assume, perform and fulfil, immediately after the registration of this declaration, all of the outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements, including without limitation, the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, and to execute and deliver such further documents and/or assurances as the City of Toronto and/or the Declarant may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing assumption by the Corporation of said obligations and liabilities. The foregoing duty shall also include the obligation of this Condominium to:
 - i) enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and with or without the City of Toronto as a party or signatory thereto, but nevertheless enforceable by the City of Toronto against the Corporation (hereinafter referred to as the "Assumption Agreement"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under any or all of the Outstanding Municipal Agreements;
 - ii) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere

with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to interfere with any drains or drainage pattern(s) in respect of the Real Property), except in accordance with the grading and drainage plans approved by the City of Toronto, without the prior written consent of the City of Toronto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto; and

iii) indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):

A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or

B. any security heretofore provided or posted by the Declarant with the City of Toronto (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreements) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

m) To accept, at any time hereafter, title to [and to correspondingly execute all requisite documents, land transfer tax affidavits and any other documents or instruments necessary to authorize, effect and/or complete the electronic registration of a transfer/deed in respect of] any number of unit(s) within this Condominium (on one or more occasions) which the Declarant wishes to convey to the Corporation (and of which the Declarant no longer wishes to retain ownership), as may be determined from time to time by the Declarant in its sole, unfettered and unchallenged discretion, without any cost or charge to the Declarant and without any objection or delay by the Corporation, provided that:

i) any such conveyance is made for nil or nominal consideration; and

ii) title to any unit so conveyed by the Declarant as transferor, to the Corporation as transferee, is unencumbered by any outstanding lien, mortgage or charge, without requiring or requisitioning anything else from the Declarant or its solicitors in connection therewith (and specifically without requiring or requisitioning any undertakings, clearances, certificates, statutory declarations, opinions and/or indemnities from the Declarant or its solicitors);

and following such conveyance the Corporation shall be solely responsible for paying all common expenses and realty taxes assessed against (or attributable to) the unit(s) so conveyed, as well as the cost of maintaining, repairing and insuring the unit(s) so conveyed, on the express understanding that all such expenses so borne or paid for by the Corporation shall be deemed and construed to constitute (and shall be treated for all purposes as) part of the common expenses;

n) 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 Governmental Authorities or requested by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license (for nil consideration) to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years less a day 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 R.S.O. 1990, as amended), and which license shall be duly authorized by a by-law of the Corporation enacted in accordance with the provisions of the Act;

o) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local electricity authority or provider (hereinafter referred to as the "Electricity

- Company"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Electricity Company's electricity plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of electricity to each of the dwelling units, the retail units and designated portions of the common elements in this Condominium, and if so requested by the Electricity Company, to enter into (and abide by the terms and provisions of) an agreement with the Electricity Company pertaining to the provision of electricity to this Condominium (hereinafter referred to as the "Electricity Agreement");
- p) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinbefore and hereinafter referred to as the "Gas Supplier" or the "Gas Company"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to the Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "Gas Agreement");
- q) To grant (for nil consideration), immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "Telecommunication Service Providers"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of cable television, telephone and/or other telecommunication service lines, wires, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone and/or other telecommunication services to each of the dwelling units and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers, and if so requested by any or all of the Telecommunication Service Providers, the Corporation shall enter into (and abide by the terms and provisions of) one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers, pertaining to the provision of cable television, telephone and/or other telecommunication services to this Condominium (hereinafter collectively referred to as the "Telecommunication Agreements"), on the express understanding that any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone and/or other telecommunication services to this Condominium;
- r) To enter into, and abide by the provisions of, a servicing agreement with the Utility Monitor (initially designated by the Declarant to be *Provident Energy Management Inc.*), pursuant to which the Utility Monitor shall be retained by the Corporation to:
- i) read the hot and cold water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hot and cold water and electricity services, determined in accordance with the Utility Monitor's check meter readings;
 - ii) read the meters for gas, hot and cold water and electricity service appurtenant to the retail unit on a periodic basis, and to correspondingly issue invoices to the retail unit owner for the cost of its consumption of gas, hot and cold water and electricity, determined in accordance with the Utility Monitor's check meter readings;
 - iii) attend to the maintenance, repair and/or replacement of the check meters for hot and cold water and electricity so appurtenant to any of the dwelling units within this Condominium (and of the gas, hot and cold water and electricity so appurtenant to the retail unit), as and when necessary, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the said meters or check meters; and
 - iv) charge back the cost of such check meter reading and invoicing services, to each of the respective unit

owners:

- s) To take all reasonable steps to ensure that the hot and cold water and electricity check meters appurtenant to each of the dwelling units, as well as each of the check meters for gas, hot and cold water and electricity appurtenant to the retail unit, are in good working order (and properly tested and serviced from time to time), and that said check meters or sub-meters are read by the Utility Monitor and invoices are issued periodically to each of the respective owners of said units for the cost of their respective consumption of water and electricity (and in the case of the retail unit, the consumption of gas) (as the case may be), determined in accordance with the Utility Monitor's check meter readings, and to correspondingly:
- i) collect from each dwelling unit owner his or her unpaid P.S.R.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Residential Utility Lien against the dwelling unit of each Defaulting Residential Owner, pursuant to the foregoing provisions of this declaration;
 - ii) collect from the retail unit owner his or her unpaid P.S.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Retail Utility Lien against the retail unit of the Defaulting Retail Owner, pursuant to the foregoing provisions of this declaration; and
 - iii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the check meters appurtenant to any of the units in this Condominium;
- t) To take all reasonable steps to ensure that all deliveries (eg. of goods, supplies, materials, furniture and/or equipment) to the retail unit are made directly through front access doors of the retail unit, but not from or through the residential lobby and/or through any elevator(s) of this Condominium nor elsewhere in the Condominium;
- u) To allow the owner of the retail unit to hook into (and obtain the use and benefit of) the Corporation's gas, water and electricity services, provided that the retail unit is separately check-metered and correspondingly invoiced directly by the Utility Monitor for its consumption of gas, hot and cold water and electricity in accordance with the provisions of this declaration;
- v) To take all reasonable steps to ensure that the retail unit owner is maintaining a minimum level of heat within the retail unit, to a standard or degree acceptable to the Declarant or the Corporation, so as to ensure:
- i) that any water flowing through the in-suite sprinkler system does not (or will not) freeze and damage any pipes or other ancillary equipment, or any portion of the common elements; and
 - ii) that any other units situate above or beside such retail unit are not unduly or deleteriously affected by cold temperatures emanating from such an unheated or poorly heated retail unit;
- w) To take all reasonable steps to ensure that all servicing, fixturing and/or finishing work (and the corresponding installation of all fixtures and finishes) within the retail unit is undertaken and completed by or on behalf of the retail unit owner in accordance with the terms of this declaration and rules of the Corporation, and that the retail unit owner complies with same in all material respects;
- x) To ensure that on designated or scheduled municipal or private garbage pickup days only, as the case may be, arrangements are made for the Condominium's garbage container bins to be moved from the garbage storage/recycling room, to designated storage/collection pad, and that the building superintendent or another trained person is present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the exterior storage/collection pad, and onto the municipal or private garbage collection vehicles, as the case may be, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- y) To take all requisite steps to ensure that no part of the outdoor roof or terrace areas, as the case may be, and/or

any outdoor patios, balconies or terraces are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of the adjacent units and/or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent units and/or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;

- z) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the respective dwelling units in this Condominium, or upon or within any roof areas (or any portion thereof), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);
- aa) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any owner desiring to make any addition, alteration or improvement to any exclusive use common element areas appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said unit owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and shall also address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act;
- bb) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) 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 and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:
 - i) 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 at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii) permit the Declarant and its authorized employees, agents and representatives to carry 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);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;

cc) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of this Condominium's energy performance from Natural Resources Canada, an agency of the Federal Government of Canada and/or by the City of Toronto Energy Efficiency Office, or by some other equivalent or comparable third party peer review that is qualified to provide confirmation that this Condominium has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than a comparable building designed to the specifications of the 1997 Model National Energy Code For Buildings, as determined by third-party verified energy performance modelling), and to endeavour to have this Condominium attain or achieve "Toronto Green Standard Tier 1" status (ie. with the intention that this Condominium will have achieved the performance measures required for certification by the City of Toronto, in respect of the "Toronto Green Standard") as determined by the City of Toronto, following the completion and occupancy of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:

- i) permit, to the extent reasonably possible, access by representatives of governmental agencies (together with representatives of environmental and/or energy-related consultants retained by the Declarant) to the individual units and common elements of this Condominium from time to time, in order to facilitate their inspection of the aforementioned energy efficient equipment and materials so installed by the Declarant within this Condominium, and to enable them to measure the resulting energy output or consumption (and the corresponding energy savings achieved);
- ii) ensure, to the extent reasonably possible, that the units and common elements are utilized, maintained and repaired in a manner which will continue, maintain or perpetuate this Condominium's Toronto Green Standard certification or certified standard, in terms of energy efficiency (if Tier 1 certification was, in fact, ever achieved or attained); and
- iii) allow the Declarant and its consultants to monitor and use the aforementioned energy data for a period of five years following the date of registration of this Condominium, for research and for future design, development, redevelopment, renovation and/or retrofitting purposes,

on the express understanding that the Declarant shall not be obliged to undertake such monitoring nor shall the Declarant be responsible or liable in any way for the failure to have this Condominium, to ultimately achieve or attain Tier 1 status, nor shall the Declarant be responsible or liable for maintaining any of the energy efficient equipment or components of this Condominium according to the Tier 2 standard after the point of its initial certification (if Tier 1 certification was, in fact, ever achieved or attained), under any circumstances whatsoever;

- dd) To take 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 the provisions of section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this declaration, collectible or recoverable by the Corporation against such owner in the same manner as common expenses);
- cc) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the parking units acquired by any Third-Party Parking Unit Owner as expressly provided or contemplated in this declaration;
- ff) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) any or all of the dwelling units in this Condominium, which contain any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, provided that such access is attained only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), and to forthwith reimburse (and concomitantly indemnify and save harmless) each owner of a dwelling unit who

has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal;

gg) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant), including the "RUSH" logo, which has been permanently installed or affixed by the Declarant within the lobby of this Condominium (or elsewhere within the common elements of Condominium, including without limitation the exterior facade of the Condominium), all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo(s) or hallmark(s);

hh) The Condominium Corporation shall:

- i) enter (and abide by, and comply with the terms and provisions of) an assumption agreement with the Declarant and/or the City of Toronto as a party (but not necessarily a signatory) thereto, but nevertheless expressly enforceable by the City of Toronto directly against this Condominium, whenever the Declarant and/or the City of Toronto requests the Condominium Corporation to do so, pursuant to which this Condominium shall formally evidence and confirm its assumption of all of the outstanding and ongoing Ground Water Discharge Obligations arising under the original sanitary sewer discharge agreement entered into by the Declarant with the City of Toronto (the "Ground Water Discharge Assumption Agreement"), and the Condominium Corporation shall be correspondingly obliged to perform, fulfil and comply with all of the Ground Water Discharge Obligations, including amongst other matters, undertaking any remediation work(s) which may be required in connection therewith at any time or times hereafter (if applicable), all to the satisfaction of the City of Toronto;
- ii) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity); and
- iii) properly enact a by-law (pursuant the provisions of the Act) to formally authorize the Condominium Corporation's execution of the aforementioned assumption agreement with the Declarant [and with the City of Toronto as a party (but not necessarily as a signatory) thereto], as well as the performance and fulfilment of all obligations imposed upon the Condominium Corporation thereunder, or arising therefrom;

provided however that if, at any time hereafter, either or both of the initial ground water discharge agreement (entered into between the Declarant and the City of Toronto) and/or the aforementioned assumption agreement has been terminated, such that the City of Toronto will no longer permit the groundwater from this Condominium to be discharged directly into the sanitary sewer system, then the Condominium Corporation shall then be obliged to use or employ any one or more alternate methods approved by the City of Toronto's water department to dispose of the ground water (including without limitation, the removal of the ground water off-site by pumping or draining same into containers and trucking same to a designated or authorized groundwater discharge site or depot), all at the Condominium's sole cost and expense, and all on the express understanding that all such Ground Water Discharge Compliance Costs shall comprise part of the common expenses of this Condominium and be correspondingly reflected in this Condominium's annual operating budget(s);

ii) To take all reasonable steps to ensure that all garbage removal from the retail unit is made through the retail unit's side door and over the public laneway to the west of the Condominium and around to the designated

garbage loading bay;

- ii) To enter into (and to abide by the terms and provisions of) an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as "Rogers") as a party or signatory thereto, but nevertheless enforceable by Rogers against the Corporation (hereinafter referred to as the "Assumption of the Bulk Internet Agreement"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the "Bulk Internet Agreement"), pursuant to which:
- i) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to approximately 250 Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;
 - ii) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;
 - iii) Rogers shall retain ownership of all wires, cables and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
 - iv) the initial term will be six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
 - v) there shall be an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the monthly rate(s) as set out in the Bulk Internet Agreement; and
 - vi) if the Option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised.

In turn, the Assumption of the Bulk Internet Agreement shall formally evidence and confirm:

- A. this Condominium's agreement to assume and be bound by the Bulk Internet Agreement, including all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder (and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement, together with the benefit of the aforementioned option in favour of this Condominium to extend such bulk internet service for and throughout the Option Period at the aforementioned increased rate(s));
- B. the automatic discharge and release of the Declarant from all obligations and liabilities arising under the Bulk Internet Agreement, and this Condominium's indemnity of the Declarant from and against all costs, claims, damages and/or liabilities which the Declarant may thereafter suffer or incur as a result of (or in connection with) any claim or proceeding thereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s)

outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

- C. that all amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s); and
- D. that Rogers shall retain ownership of the Rogers' Internet Equipment at all times, and that this Condominium shall be obliged not to obstruct, alter, remove or tamper with the Rogers' Internet Equipment without the prior written consent of Rogers thereto, and that Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet services and products, from time to time;
- kk) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the short-term leasing or licensing of any dwelling unit (or any portion thereof), with or without ancillary maid, cleaning and/or laundry services in connection therewith, and/or the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium (including without limitation, all of this Condominium's recreational facilities and/or amenities), so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has, in each case, a minimum initial term or duration of not less than ninety (90) consecutive days, and provided same complies with all by-laws and regulations of the City of Toronto which govern and regulate short-term residential rental accommodation(s) within the City of Toronto. The foregoing duty shall also expressly include the obligation of this Condominium to:
- i) not impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time pertaining to the leasing of any unit), in connection with any short term leasing or licensing arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium (or any portion of any dwelling unit), provided and so long as the initial term or duration of any lease, sub-lease, license or sub-license (as the case may be) so entered into has in each case a minimum initial term or duration of not less than ninety (90) consecutive days, and provided that same complies with all by-laws and regulations of the City of Toronto which govern and regulate short-term residential rental accommodation(s) within the City of Toronto; and
 - ii) not prohibit, limit or restrict in any way the Declarant (while owning and seeking to sell any of the dwelling units in this Condominium, or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium (and who seeks to sell the dwelling units so encumbered by said mortgage or charge), from utilizing any unsold dwelling units in this Condominium for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), until such time as all of the dwelling units in this Condominium (or such lesser number as the Declarant or any such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred to each of the respective unit purchasers thereof; and
- ll) To apply, as and when required, to the Ministry of Environment & Climate Change (the "MOECC") for an Environmental Compliance Approval (the "ECA") and for a permit to take water (namely ground water) (the "Permit to Take Water") and to comply with all ground water discharge requirements and all outstanding and/or ongoing obligations imposed by the MOECC under or pursuant to said ECA and the Permit to Take Water, including without limitation, any obligation to maintain a continuous flow measuring device to measure the flow rate of all ground water emanating from or through this Condominium (or any portion thereof), and to maintain a daily record of the volume of said ground water, and to keep all required ground water collection and discharge records up to date and available for inspection, and to submit the daily ground water collection/discharge data so recorded for the previous year to the MOECC's water taking reporting system, on or before March 31st in every year, and to implement the periodic ground water testing, monitoring and/or mitigation plan (if any) so outlined in the ECA and/or in the Permit to Take Water issued by the MOECC (with such obligations hereinafter collectively referred to as the "Permit to Take Water Obligations").

PART 12 - GENERAL MATTERS

Section 50 - Rights of Entry

- a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and 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, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any 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 or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.
- c) If any owner, resident or tenant of a unit is not personally present to grant entry into such unit, then the Corporation, or its authorized agent(s) or representative(s), may enter into said unit without rendering the Corporation [or such agent(s) or representative(s)] liable to any claim of trespass, or any other claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said unit.
- d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any unit, except as otherwise specifically provided in this declaration or in any by-law(s) of the Corporation.
- e) The Corporation shall retain a master key to all locks controlling entry into each unit (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her unit (nor on any doors within said unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

Section 51 - 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 or enforceability of the remainder of this declaration, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 52 - Waiver

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

Section 53 - Notice

a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:

- i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.
- ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.
- iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time], and as at the date of registration of this declaration, the Declarant's address for service is:
920 Yonge Street
Suite 1000 (10th Floor)
Toronto, Ontario
M4W 3C7

b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be, and provided further that if any notice is telefaxed, then a confirmation of such telefax transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).

c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 54 - Interpretation of the Declaration

This declaration shall be read and construed with all changes of gender and/or number as may be required by the context.

Section 55 - Headings

The headings used throughout the body of this declaration form no part of this declaration, but shall be deemed to be inserted for convenience of reference only.

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

IN WITNESS WHEREOF the Declarant has hereunto executed this declaration under the hand of its duly

authorized signing officer.

ALTERRA-FINER (RICHMOND STREET) LIMITED

Per: _____

Name:

President

I have authority to bind the Corporation

SCHEDULE "A"
TO THE DECLARATION OF ALTERRA-FINER (RICHMOND STREET) LIMITED
LEGAL DESCRIPTION

In the City of Toronto, municipally located at 520 Richmond Street West, Toronto and being and being composed of Lots 31-34, Sec C, Plan 135 designated as Part(s) * on reference plan 66R-_____, registered in the Land Titles Division of the Toronto Registry Office (No. 66) being all of Property Identification No. 21239-0189 (LT) (hereinafter referred to as the "Real Property") with:

1. **Servient Easement - Rogers Cable**

SUBJECT TO an easement or right in the nature of an easement, upon, over, in, under and across the common elements of this Condominium, to and in favour of Rogers Cable Communications Inc. (the "Cable Company"), for the purposes of installing, constructing, operating, maintaining, requiring, replacing and inspecting all cables, wires, conduits, markers, fixtures, equipment and all appurtenances thereto, in order to enable the Cable Company to provide cable television and other telecommunication services to this Condominium, as described in Instrument No. AT [TBA].

In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described (if any) will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the aforementioned lands, and the appurtenant easements hereinbefore described (if any).

Messrs. DelZotto, Zorzi LLP,
solicitors and duly authorized agents for
**ALTERRA-FINER (RICHMOND STREET)
LIMITED**

Per: _____

SCHEDULE "B"
TO THE DECLARATION OF ALTERRA-FINER (RICHMOND STREET) LIMITED
CONSENT OF CHARGE

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. _____ has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as Instrument Number _____ collaterally secured by a general assignment of rents, notice of which was registered as Instrument Number _____ in the Land Titles Division of the Toronto Registry Office (No. 66).
2. _____ hereby consents 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. The Bank of Nova Scotia hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.
4. _____ is entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 20__.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

SCHEDULE "B"
TO THE DECLARATION OF ALTERRA-FINER (RICHMOND STREET) LIMITED
CONSENT OF CHARGE

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. _____ has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as Instrument Number _____ in the Land Titles Division of the Toronto Registry Office (No. 66).
2. _____ hereby consents 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. _____ hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.
4. _____ is entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 20____.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Retail Unit, Residential Dwelling Unit, Parking Unit, Tandem Parking Unit and Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets to, both inclusive, of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets to, both inclusive, of the description and all dimensions shall have reference to them.

(1) RETAIL UNIT

Being 1 Unit on Level 1.

THE HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The lower surface and plane of the concrete floor slab and production thereof;

THE VERTICAL BOUNDARIES ARE:

- 1) The backside surface and plane of the drywall sheathing and production thereof;
- 2) The unfinished unitside surfaces of the doors and door frames, window and window frames and the unitside surfaces of all glass and/or spandrel panels located therein; (when the doors and windows are in a closed position);
- 3) The vertical plane established by the centerline of the drywall clad steel stud demising wall;
- 4) The unitside surface and plane of the concrete or masonry column;
- 5) The vertical plane established by measurements;

(2) RESIDENTIAL DWELLING UNITS

Being Units 1 to 6, both inclusive on Level 2, Units 1 to 11, both inclusive on Levels 3 to 7, both inclusive and Units 1 to 8, both inclusive on Levels 8 to 15, both inclusive.

THE HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The lower surface and plane of the concrete floor/ceiling slab and production thereof and/or the upper or backside surface and plane of the ceiling drywall sheathing and / or duct covers and / or suspended ceilings and production thereof, as and where applicable ;
- 3) In the vicinity of the ceiling electrical boxes, the backside or upper surface of the galvanized steel box;

THE VERTICAL BOUNDARIES ARE:

- 1) The backside surface and plane of the drywall sheathing and production thereof;
- 2) In the vicinity of the wall electrical boxes, the backside or outer surfaces of the galvanized steel box
- 3) The unfinished unitside surfaces of exterior doors and door frames, windows and window frames, and the unitside surfaces of all glass or spandrel panels located therein. (when the doors and windows are in a closed position);

SCHEDULE "C" (CONTINUED)

(3) PARKING UNITS

Being 24 Units on Levels B and C;

THE HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The plane parallel to and 1.90 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;

THE VERTICAL BOUNDARIES ARE:

- 1) The vertical plane established by measurements.
- 2) The vertical plane established by the centreline of concrete columns and production thereof;
- 3) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 4) The vertical plane established perpendicular to the concrete or masonry wall and passing through the centre line of the concrete column and production thereof;
- 5) The vertical plane established by measurements and perpendicular to the concrete or masonry wall and production thereof;
- 6) The unitside surface and plane of the concrete or masonry column;
- 7) The vertical plane established perpendicular to the concrete or masonry wall and passing along the face of the concrete column and production thereof;
- 8) The vertical plane established by the line of faces of concrete columns and/or walls and production thereof.
- 9) The vertical plane established by measurements and passing along the face of the concrete column or wall and production thereof.
- 10) The vertical plane established by the centre line of concrete wall or column and measurements.

(4) TANDEM PARKING UNIT

Being 2 Units on Level C;

THE HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The plane parallel to and 1.90 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;

THE VERTICAL BOUNDARIES ARE:

- 1) The vertical plane established by measurements.
- 2) The vertical plane established by the centre line of concrete columns and production thereof;

SCHEDULE "C" (CONTINUED)

- 3) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 4) The vertical plane established perpendicular to the concrete or masonry wall and passing through the centre line of the concrete column and production thereof;
- 5) The vertical plane established by measurements and perpendicular to the concrete or masonry wall and production thereof;
- 6) The unitside surface and plane of the concrete or masonry column;
- 7) The vertical plane established perpendicular to the concrete or masonry wall and passing along the face of the concrete column and production thereof;
- 8) The vertical plane established by the line of faces of concrete columns and/or walls and production thereof.
- 9) The vertical plane established by measurements and passing along the face of the concrete column or wall and production thereof.
- 10) The vertical plane established by the centre line of concrete wall or column and measurements.

(5) STORAGE UNITS

Being 26 Units on Levels A and C;

THE HORIZONTAL BOUNDARIES ARE:

- 1) The upper surface and plane of the concrete floor slab and production thereof;
- 2) The lower surface and plane of the wire mesh ceiling and production thereof;

THE VERTICAL BOUNDARIES ARE:

- 1) The unitside surface and plane of the concrete or masonry wall and production thereof;
- 2) The unitside surface and plane of the wire mesh partition and / or wire mesh door and production thereof (when the door is in a closed position);

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 1 to 6 of the Description.

October 29, 2018

Ophir N. Dzaldov
Ontario Land Surveyor

Reference should be made to Article Section of the Declaration in order to determine whether specific physical components (such as 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.

RUSH
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)			PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)				
RETAIL UNIT	1	1	0.000001	X	1	0.000001	0.6857888	X	1	0.6857888
RESIDENTIAL DWELING UNITS	1	2	0.800000	X	1	0.800000	0.7615928	X	1	0.7615928
	2	2	0.800000	X	1	0.800000	0.5708985	X	1	0.5708985
	3	2	0.800000	X	1	0.800000	0.8172613	X	1	0.8172613
	4	2	0.800000	X	1	0.800000	0.6739445	X	1	0.6739445
	5	2	0.800000	X	1	0.800000	0.6597312	X	1	0.6597312
	6	2	0.800000	X	1	0.800000	0.6016938	X	1	0.6016938
RESIDENTIAL DWELING UNITS	1	3	0.800000	X	1	0.800000	0.6869733	X	1	0.6869733
	2	3	0.800000	X	1	0.800000	0.9285984	X	1	0.9285984
	3	3	0.800000	X	1	0.800000	0.8066014	X	1	0.8066014
	4	3	0.800000	X	1	0.800000	0.6253826	X	1	0.6253826
	5	3	0.800000	X	1	0.800000	0.7296130	X	1	0.7296130
	6	3	0.800000	X	1	0.800000	0.7497484	X	1	0.7497484
	7	3	0.800000	X	1	0.800000	0.8291057	X	1	0.8291057
	8	3	0.800000	X	1	0.800000	0.6443336	X	1	0.6443336
	9	3	0.800000	X	1	0.800000	0.6810511	X	1	0.6810511
	10	3	0.800000	X	1	0.800000	0.6940799	X	1	0.6940799
	11	3	0.800000	X	1	0.800000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	4	0.800000	X	1	0.800000	0.6869733	X	1	0.6869733
	2	4	0.800000	X	1	0.800000	0.9285984	X	1	0.9285984
	3	4	0.800000	X	1	0.800000	0.8066014	X	1	0.8066014
	4	4	0.800000	X	1	0.800000	0.6253826	X	1	0.6253826
	5	4	0.800000	X	1	0.800000	0.7296130	X	1	0.7296130
	6	4	0.800000	X	1	0.800000	0.7497484	X	1	0.7497484
	7	4	0.800000	X	1	0.800000	0.8291057	X	1	0.8291057
	8	4	0.800000	X	1	0.800000	0.6443336	X	1	0.6443336
	9	4	0.800000	X	1	0.800000	0.6810511	X	1	0.6810511
	10	4	0.800000	X	1	0.800000	0.6940799	X	1	0.6940799
	11	4	0.800000	X	1	0.800000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	5	0.800000	X	1	0.800000	0.6869733	X	1	0.6869733
	2	5	0.800000	X	1	0.800000	0.9285984	X	1	0.9285984
	3	5	0.800000	X	1	0.800000	0.8066014	X	1	0.8066014
	4	5	0.800000	X	1	0.800000	0.6253826	X	1	0.6253826
	5	5	0.800000	X	1	0.800000	0.7296130	X	1	0.7296130
	6	5	0.800000	X	1	0.800000	0.7497484	X	1	0.7497484
	7	5	0.800000	X	1	0.800000	0.8291057	X	1	0.8291057
	8	5	0.800000	X	1	0.800000	0.6443336	X	1	0.6443336
	9	5	0.800000	X	1	0.800000	0.6810511	X	1	0.6810511
	10	5	0.800000	X	1	0.800000	0.6940799	X	1	0.6940799
	11	5	0.800000	X	1	0.800000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	6	0.800000	X	1	0.800000	0.6869733	X	1	0.6869733
	2	6	0.800000	X	1	0.800000	0.9285984	X	1	0.9285984
	3	6	0.800000	X	1	0.800000	0.8066014	X	1	0.8066014
	4	6	0.800000	X	1	0.800000	0.6253826	X	1	0.6253826
	5	6	0.800000	X	1	0.800000	0.7296130	X	1	0.7296130
	6	6	0.800000	X	1	0.800000	0.7497484	X	1	0.7497484
	7	6	0.800000	X	1	0.800000	0.8291057	X	1	0.8291057
	8	6	0.800000	X	1	0.800000	0.6443336	X	1	0.6443336
	9	6	0.800000	X	1	0.800000	0.6810511	X	1	0.6810511
	10	6	0.800000	X	1	0.800000	0.6940799	X	1	0.6940799
	11	6	0.800000	X	1	0.800000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	7	0.800000	X	1	0.800000	0.6869733	X	1	0.6869733
	2	7	0.800000	X	1	0.800000	0.9285984	X	1	0.9285984
	3	7	0.800000	X	1	0.800000	0.8066014	X	1	0.8066014
	4	7	0.800000	X	1	0.800000	0.6253826	X	1	0.6253826
	5	7	0.800000	X	1	0.800000	0.7296130	X	1	0.7296130
	6	7	0.800000	X	1	0.800000	0.7497484	X	1	0.7497484
	7	7	0.800000	X	1	0.800000	0.8291057	X	1	0.8291057
	8	7	0.800000	X	1	0.800000	0.6443336	X	1	0.6443336
	9	7	0.800000	X	1	0.800000	0.6810511	X	1	0.6810511
	10	7	0.800000	X	1	0.800000	0.6940799	X	1	0.6940799
	11	7	0.800000	X	1	0.800000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	8	0.800000	X	1	0.800000	1.1346904	X	1	1.1346904
	2	8	0.800000	X	1	0.800000	0.6822355	X	1	0.6822355
	3	8	0.800000	X	1	0.800000	1.0683619	X	1	1.0683619
	4	8	0.800000	X	1	0.800000	0.6739445	X	1	0.6739445
	5	8	0.800000	X	1	0.800000	0.5922184	X	1	0.5922184
	6	8	0.800000	X	1	0.800000	0.7248753	X	1	0.7248753
	7	8	0.800000	X	1	0.800000	0.6751289	X	1	0.6751289
	8	8	0.800000	X	1	0.800000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS	1	9	0.800000	X	1	0.800000	1.1121861	X	1	1.1121861
	2	9	0.800000	X	1	0.800000	0.6692067	X	1	0.6692067
	3	9	0.800000	X	1	0.800000	1.0683619	X	1	1.0683619
	4	9	0.800000	X	1	0.800000	0.6609157	X	1	0.6609157
	5	9	0.800000	X	1	0.800000	0.5803740	X	1	0.5803740
	6	9	0.800000	X	1	0.800000	0.7248753	X	1	0.7248753
	7	9	0.800000	X	1	0.800000	0.6751289	X	1	0.6751289
	8	9	0.800000	X	1	0.800000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS	1	10	0.800000	X	1	0.800000	1.1121861	X	1	1.1121861
	2	10	0.800000	X	1	0.800000	0.6692067	X	1	0.6692067
	3	10	0.800000	X	1	0.800000	1.0683619	X	1	1.0683619
	4	10	0.800000	X	1	0.800000	0.6609157	X	1	0.6609157
	5	10	0.800000	X	1	0.800000	0.5803740	X	1	0.5803740
	6	10	0.800000	X	1	0.800000	0.7248753	X	1	0.7248753
	7	10	0.800000	X	1	0.800000	0.6751289	X	1	0.6751289
	8	10	0.800000	X	1	0.800000	0.7426418	X	1	0.7426418

RUSH
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)			PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)				
RESIDENTIAL DWELING UNITS:	1	11	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	11	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	11	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	11	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157
	5	11	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	11	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	11	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	11	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS:	1	12	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	12	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	12	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	12	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157
	5	12	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	12	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	12	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	12	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS:	1	13	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	13	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	13	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	13	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157
	5	13	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	13	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	13	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	13	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS:	1	14	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	14	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	14	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	14	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157
	5	14	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	14	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	14	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	14	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS:	1	15	0.8000000	X	1	0.8000000	0.6928955	X	1	0.6928955
	2	15	0.8000000	X	1	0.8000000	0.6194604	X	1	0.6194604
	3	15	0.8000000	X	1	0.8000000	0.5424720	X	1	0.5424720
	4	15	0.8000000	X	1	0.8000000	0.8717454	X	1	0.8717454
	5	15	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157
	6	15	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	7	15	0.8000000	X	1	0.8000000	0.6206448	X	1	0.6206448
	8	15	0.7999947	X	1	0.7999947	0.7426413	X	1	0.7426413
PARKING UNITS: (on levels B and C)			0.0000001	X	24	0.0000024	0.1522092	X	24	3.6530208
TANDEM PARKING UNITS:			0.0000001	X	2	0.0000002	0.2292772	X	2	0.4585544
STORAGE UNITS: (on levels A and C)			0.0000001	X	26	0.0000026	0.0655078	X	26	1.7032028
						<u>100.0000000</u>	%			<u>100.0000000</u>

ALTERRA-FINER (RICHMOND STREET) LIMITED, hereby confirms the percentages and calculations herein.

ALTERRA-FINER (RICHMOND STREET) LIMITED

Per: _____
Authorized Signing Officer
I have authority to bind the Corporation.

SCHEDULE "E"
TO THE DECLARATION OF ALTERRA-FINER (RICHMOND STREET) LIMITED
COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:
 - a) **water** on a bulk basis for each of the dwelling units and the retail unit (and designated portions of the common elements) and , on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor) by :
 - i) each of the dwelling unit owners, for the cost of the hot and cold water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot and cold water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and
 - ii) the retail unit owner, for the cost of the water consumption attributable to such owner's retail unit (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for water appurtenant to the retail unit (and comprising part of the retail unit owner's P.S.U.C. amount);
 - b) **electricity** on a bulk basis (for each of the dwelling units and the retail unit, and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor) by:
 - i) each of the dwelling unit owners (including the Condominium as the owner of the superintendent unit), for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), for the cost of the electricity consumption attributable to dwelling unit), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and
 - ii) the retail unit owner, for the cost of the electricity consumption attributable to the retail unit (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to such retail unit (and comprising part of each retail unit owner's P.S.U.C. amount).
 - c) **natural gas** on a bulk basis for any gas service to any designated portions of the common elements; on the express understanding that:
 - i) the monthly common expense fees for those dwelling units on level 8 of the Condominium having a natural gas connection within such dwelling unit's designated exclusive use terrace area for purposes of operating a natural gas barbeque have been adjusted upwardly to reflect the additional estimated natural gas consumption available for such barbeque usage; and.
 - ii) the Corporation shall ultimately be reimbursed by (through payments made directly to the

Utility Monitor by the retail unit owner, for the cost of the gas consumption attributable to the retail unit (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for gas appurtenant to each of the retail units (and comprising part of each retail unit owner's P.S.U.C. amount).

- d) the costs of heating and cooling the residential dwelling units (less the cost of the electricity consumed to power the fan which distributes the air throughout the dwelling unit and which electricity consumption attributed to such fan shall be reimbursed to the Condominium (through payments made by the dwelling unit owner pursuant to the periodic reading of the check or consumption meter for electricity read by the Utility Monitor);
- e) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the residential component of this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such residential garbage and refuse, on the express understanding however that the retail unit owner shall pay and be solely responsible for the cost of collecting, recycling and/or disposing of the garbage emanating from his or her retail unit (including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such retail unit owner's garbage and refuse);
- f) maintenance and landscaping materials, tools and supplies;
- g) interior roadway/walkway lighting, electricity supplied to the Motor Vehicle Garage, cleaning and snow removal (including the cost of snow and ice removal from the public sidewalk areas along any portion of the perimeter of this Condominium but not from the public lanes to the west and north of the Condominium which snow removal shall not be the responsibility of the Condominium) and the cost of repairing, maintaining and removing snow and ice from any common driveway, as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas;
- h) the cost of maintaining, repairing and/or replacing (as and when required) the hot and cold water and electricity check meters appurtenant to each of the dwelling units, the gas, hot and cold water and electricity check or consumption meters appurtenant to the retail unit; and
- i) the cost of attaining bulk internet service from Rogers Communications Inc., or from any successor provider of bulk internet service to the respective residents of this Condominium.

Each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of hot and cold water and electricity services consumed (predicated on the reading the gas, water and electricity check meters appurtenant to the dwelling unit), and such costs shall not constitute or be construed as a common expense, but rather shall be borne and paid by each dwelling unit owner in accordance with the provisions of the declaration.

In addition, each of the dwelling unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of cable television and telephone services (so consumed or utilized by each of the dwelling unit owners) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner in accordance with the provisions of the declaration.

The retail unit shall be separately metered or sub-metered, and correspondingly invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of gas, water

and electricity services consumed, and for the cost of heating and cooling each unit owner's retail unit (predicated on the reading the gas, water and electricity check meters appurtenant to the retail unit), and such costs shall be payable by the retail unit owner in accordance with the provisions of the declaration. In addition, the retail unit owner shall be separately invoiced for cable television and telephone services, and accordingly the cost of heating and cooling the retail unit, as well as the cost of water, electricity, cable television and telephone services (so consumed or utilized by the retail unit owner) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by the retail unit owner.

In the event that the Corporation elects to allow any Electrical Conversion Work to be undertaken to the Roughed-In Parking Units, then such Roughed-In Parking Units shall either operate on a pay per use basis using credit payment, or in the alternative, be connected to an individual check meter and separately sub-metered and invoiced to the owner of the parking unit, on a periodic basis by the Utility Monitor, for the cost of the electricity consumed or utilized by any electric motor vehicle parked within any such electrical parking unit, and in either case, the owner of any electrical parking unit so created shall be responsible for paying the cost of such electricity consumption (unless the electrical charging station is operated on a pay per use basis), and in either circumstances such costs shall not constitute or be construed as a common expense, but rather shall be payable by the owner of the electrical parking unit.

In the event that the Corporation decides or elects, at any time after the registration of the declaration, to purchase cable television and/or other telecommunication services on a bulk basis, for the entire building, then all sums of money payable by the Corporation for such bulk services shall thereupon comprise part of the common expenses of the Corporation.

4. 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 of the common elements;
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
7. All sums of money assessed by the Corporation (and correspondingly paid by every unit owner as part of their respective contributions towards the common expenses) for the Condominium's reserve fund, for the major repair and replacement of the common elements and assets of this Condominium, including without limitation the Hydro Sub-Station Facilities.
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;
9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;
10. All sums of money paid or payable on account of the fees and disbursements of the Insurance Trustee;
11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 52 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;

12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 43 of the declaration, including without limitation:
- a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in section 43 of the declaration];
 - b) all monies payable in connection with the Ground Water Discharge Agreement and the Ground Water Discharge Obligations [as such terms are defined in the declaration];
 - c) all monies payable in connection with the Permit to Take Water Obligations [as defined in this declaration]; and
 - d) all monies payable by the Corporation to the Utility Monitor in accordance with the terms and provisions of the Utility Monitoring Agreement entered into between the Corporation and the Utility Monitor; and
13. All costs and expenses (including legal fees on a solicitor and client basis or substantial-indemnity scale, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including the Ground Water Discharge Agreement and all other agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of Section 41 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the By-laws and Rules of the Corporation, the owners of certain residential dwelling units shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or Its appointee for purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any part of the property.

1. The owners of certain Residential Dwelling Units shall have the exclusive use, subject to the provisions of this Declaration, the By-Laws of the Corporation and the Rules passed pursuant thereto of any Balcony and/or Terrace to which such unit provides sole and direct access.
2. The owner of the Retail Unit shall have the exclusive use, subject to the provisions of this Declaration, the By-Laws of the Corporation and the Rules passed pursuant thereto of any patio to which such unit provides sole and direct access.

SCHEDULE "G"
TO THE DECLARATION OF ALTERRA-FINER (RICHMOND STREET) LIMITED
FOR A STANDARD CONDOMINIUM CORPORATION

CERTIFICATE OF ARCHITECT OR ENGINEER

(under clause 8(1)(e) or (h) of the *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:

(Check whichever boxes are applicable)

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.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, 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.
9. All installations with respect to the provision of electricity are in place.
10. The outdoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. **There is no indoor swimming pool.**
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____.

Name:

Title: Architect or Professional Engineer

CERTIFICATE IN RESPECT OF A BY-LAW

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01) 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of *Ontario Regulation 48/01* does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* and subsection 14 (2) of *Ontario Regulation 48/01* apply].
4. *Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____
Name - Title

I have authority to bind the Corporation

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

BY-LAW NO. 1

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

ARTICLE I - DEFINITIONS

- 1.01 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 the meanings or definitions ascribed to them 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 collectively referred to as the "Act"), and in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this by-law specifies otherwise, or unless the context requires otherwise.

ARTICLE II - SEAL

- 2.01 The seal of the Corporation shall be in the form impressed hereon (or in the margin immediately beside this section). Notwithstanding that the Corporation has a seal, any documents or instruments executed by or on behalf of the Corporation, and intended to bind the Corporation (including any documents or instruments that would ordinarily require the seal of the Corporation to be affixed thereto) need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign any such documents or instruments for and on behalf of the Corporation, and such documents or instruments shall accordingly have the same force and effect (for all purposes) as if same had been executed under the seal of the Corporation.

ARTICLE III - RECORDS

- 3.01 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following lists, items, records and documents (hereinafter collectively referred to as the "Records"), namely:
- a) all financial records of the Corporation [and of the declarant or the Corporation (the "Declarant")] relating to the operation of the Corporation, for at least six (6) years from the end of the last fiscal period to which they relate;
 - b) the minute book of the Corporation, containing amongst other things, the minutes of owners' meetings and the minutes of board meetings;
 - c) a copy of the registered Declaration, together with the registered by-laws and current rules of the Corporation, including a copy of all applications made under section 109 of the Act to amend the Declaration (if applicable) for which the court has not made an order [as contemplated in subsection 76(1)(g) of the Act];
 - d) the seal of the Corporation;
 - e) copies of all agreements entered into by the Corporation, or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and agreements entered into by the Corporation pursuant to subsection 98(1)(b) of the Act that bind or affect any unit(s);
 - f) copies of all policies of insurance, and the related certificates or memoranda of insurance for each of the Corporation's current insurance policies, and copies of all insurance trust agreements;
 - g) bills of sale or transfers for all items that are assets of the Corporation, but not part of the property;
 - h) a record of the names and corresponding addresses for service of each owner and mortgagee that the Corporation receives in writing from owners and mortgagees respectively, in accordance with the provisions of subsection 47(1) of the Act (hereinafter referred to as the "Voting Record");
 - l) a record of all written notices received by the Corporation from owners who lease their respective units, or who renew any such leases, pursuant to subsection 83(1) of the Act (eg. confirming that an owner's unit has been leased, together with the lessee's name, the owner's address, and a copy of the lease or renewal, or a summary of same), as well as all written notices received by the Corporation from owners confirming that any such leases have been terminated and not renewed, pursuant to subsection 83(2) of the Act (hereinafter collectively referred to as the "Leasing Record");
 - j) all records which the Corporation has or possesses (or which are under its control) related to the units or to employees of the Corporation;
 - k) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or the common elements, that are not protected by warranties and guarantees given directly to a unit purchaser;
 - l) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - m) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
 - n) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
 - o) all other existing plans and information not mentioned in the preceding subparagraphs 3.01 (l), (m)

and (n) hereof, that are relevant to the repair or maintenance of the property;

- p) 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"):
- (i) an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 to the Act [issued pursuant to subsection 43(5)(f)(i) of the Act], confirming that the units and common elements have been enrolled in the Tarion Warranty Corporation within the meaning of the ONHWP Act, and in accordance with the regulations made thereunder; and
 - (ii) a copy of all final reports on inspections that the Tarion Warranty Corporation requires to be carried out on (or with respect to) the common elements;
- q) a copy of the table that the Declarant has delivered pursuant to subsection 43(5)(g) of the Act, setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- r) a copy of the schedule that the Declarant has delivered pursuant to subsection 43(5)(h) of the Act, 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;
- s) a record of all reserve fund studies, and all plans to increase the reserve fund(s) pursuant to subsection 94(8) of the Act (hereinafter collectively referred to as the "Reserve Fund Record");
- t) a copy of the most current disclosure statement delivered by the Declarant to a unit purchaser prior the turnover meeting;
- u) the performance audit report described in subsection 44(8) of the Act, that the Corporation receives from the person who conducts said performance audit, if applicable;
- v) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- w) a copy of all status certificates issued by the Corporation under section 76 of the Act [together with copies of all notices issued by or to the Corporation which accompany (or are referred to in) said status certificates, including all notices issued under subsection 94(9) and section 109 of the Act] within the previous ten (10) years, as required by section 15 of O.Reg. 48/01;
- x) a copy of all notices of meetings of owners sent by or on behalf of the Corporation (specifying the nature of the business to be presented at each meeting, or having respectively appended to them an agenda of the matters to be considered at each meeting), within the previous ten (10) years;
- y) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- z) all instruments appointing a proxy for a meeting of owners, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized, pursuant to subsection 52(7) of the Act;
- aa) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in subsection 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in subsection 76(1)(h) of the Act];
- bb) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements [as contemplated in subsection 76(1)(i) of the Act];
- cc) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a 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; and
- dd) 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 [as contemplated in subsection 43(5)(m) of the Act].

ARTICLE IV - MEETING OF UNIT OWNERS

- 4.01 **Annual Meetings:** The annual meeting 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 on such day and time in each year, as the board of directors of the Corporation (hereinafter referred to as the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act, the Declaration 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 set out in the notice of meeting or otherwise 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 may from time to time may require.
- 4.02 **The First Annual General Meeting:** Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such

first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

- 4.03 **Turnover Meeting:** The board, elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within 21 days after the calling of the meeting (hereinafter referred to as the "Turnover Meeting"). If the Turnover Meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At the Turnover Meeting, the Declarant or its agents shall give to the new board elected at that meeting the Corporation's seal and all the books, agreements, insurance policies, bills of sale, records and documents required to be transferred pursuant to subsection 43(4) of the Act. Moreover, within thirty (30) days after the Turnover Meeting, the Declarant shall deliver to the board all of the warranties, plans, specifications, reports, tables, schedules, records, studies, statements and documents required to be transferred pursuant to subsection 43(5) of the Act, on the express understanding that the items described in subsections 43(5)(j) and 43(5)(k) of the Act shall be procured at the sole expense of the Corporation. Finally, within sixty (60) days after the Turnover Meeting, the Declarant shall deliver to the board audited financial statements of the Corporation prepared by the auditor, on behalf of the owners and at the expense of the Corporation, as of the last day of the month in which the Turnover Meeting was held.
- 4.04 **Special Meetings:** The board shall, upon the receipt of a requisition in writing made by any owner or owners who alone or together own not less than fifteen (15%) percent of the units and who are listed in the Voting Record as being entitled to vote (or made by any mortgagee(s) holding mortgages on not less than fifteen (15%) percent of the units and who have the right and entitlement to vote at a meeting of owners (in the place and stead of the owners of the units so mortgaged) and who are correspondingly listed in the Voting Record as being entitled to vote), call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition, 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. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. In addition, the board may, on its own initiative, 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.
- 4.05 **Notice of Meeting to Owners and Mortgagees:** At least fifteen (15) days prior written notice of the place, the date and the hour of the meeting of owners (including the First Annual General Meeting, the Turnover Meeting, and each annual or special meeting of owners), shall be given to the auditor of the Corporation and to each owner and mortgagee whose name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsections 47(5) and 70(2) of the Act. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he or she has become an owner (nor to any owner who has not provided his or her address for service to the Corporation), nor to any mortgagee who has failed to notify the Corporation of his or her address for service, and that he or she has become a mortgagee and is authorized or empowered in such mortgage to exercise the right of the mortgagor to vote or consent at a meeting of owners, in the place and stead of the unit owner/mortgagor. Each notice of meeting of owners shall specify the nature of the business to be presented at the meeting, or have appended to it an agenda of the matters to be considered at such meeting, and shall be accompanied by a copy of all proposed changes (if any) to the Declaration, by-laws, rules and/or agreements involving the Corporation that are to be discussed at the meeting (if applicable), together with a copy of any requisition by any owner or owners made pursuant to section 46 of the Act (if applicable). No vote shall be taken at a meeting of owners on any matter, other than routine procedural issues, unless that matter was clearly disclosed in the notice of the meeting.
- 4.06 **Other Notices to Owners:** In the case of a notice to owners that is not a notice of a meeting of owners, such notice shall be in writing and be given by the Corporation to those persons whose names appear in the Voting Record on the fifth (5th) day before the day the notice is given, in accordance with subsection 47(6) of the Act.
- 4.07 **Waiver of Notice by Owners and Mortgagees:** Any owner or mortgagee who attends a meeting of owners, or who is represented by proxy at any such meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure at such meeting.
- 4.08 **Auditor's Report and Financial Statements:** The Corporation shall attach to (or include with) each notice of an annual general meeting of owners a copy of the auditor's report and the financial statements of the Corporation for the previous fiscal year (as approved by the board).
- 4.09 **Minutes of Meetings:** 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 such minutes.
- 4.10 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Voting Record, 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.
- 4.11 **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 [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act] are present in person or represented by proxy at such meeting. 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.

- 4.12 **Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.16 and 4.19 hereof, every owner of a unit that is not ineligible to vote under subsection 49(3) of the Act shall be entitled to vote at any such meeting, if such owner was entitled to receive notice of the meeting as provided by subsection 51(1) of the Act [ie. where such owner has notified the Corporation of his or her name and address for service, and such owner's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(5) of the Act]. If a unit has been mortgaged, and the provisions of such mortgage authorize or empower the mortgagee to vote or consent at a meeting of owners in the place and stead of the unit owner/mortgagor, then provided such mortgagee is entitled to receive notice of a meeting of owners [ie. where such mortgagee has notified the Corporation, in writing, of his or her name and address for service, and of such mortgagee's corresponding entitlement to vote or consent in the place and stead of the unit owner/mortgagor under the terms of the mortgage, and such mortgagee's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(5) of the Act], and provided further that at least four (4) days before the date of the meeting such mortgagee notifies both the owner/mortgagor and the Corporation in writing of his or her intention to exercise such right to vote or consent [in accordance with the provisions of subsection 48(1) of the Act], then such mortgagee shall be entitled to vote at such meeting in the place and stead of the owner/mortgagor. Any dispute over the right to vote shall be resolved by the chairperson of the meeting, upon such evidence from any owner or mortgagee (or their respective proxies) as the chairperson may deem sufficient. The vote of each owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of the same unit disagree on their vote, then the vote in respect of that unit shall not be counted.
- 4.13 **Conduct of Meetings and Method of Voting:** At any meeting of owners, the president of the Corporation (or to whomsoever the said president may delegate the responsibility) or failing him/her, the vice-president, or failing him/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/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 issue or matter 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 issue or matter; provided however that the voting for the election of directors shall be by ballot only, 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.
- 4.14 **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 any 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 owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there is more than one estate trustee, committee, guardian or trustee, then the provisions of paragraph 4.16 hereof shall apply.
- 4.15 **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 or herself. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing, 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. Pursuant to subsection 52(5) of the Act, an instrument appointing a proxy for the election or removal of a director at a meeting of owners, shall state the name of the directors for and against whom the proxy is to vote.
- 4.16 **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 vote in the absence of the other owner(s) or mortgagee(s), 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.
- 4.17 **Multiple Unit Mortgages:** If a unit is subject to more than one mortgage for which the mortgagee has the right to vote at a meeting of owners in the place and stead of the owner/mortgagor, then the mortgagee who has priority may exercise that right, and in such case no other mortgagee may exercise that right. If, however, a mortgagee who has priority fails to exercise that right, then the mortgagee who is next in priority may exercise that right, and in such case no other mortgagee may exercise that right. If none of the mortgagees who have the right to vote or consent on behalf of the owner/mortgagor exercises that right, then the owner/mortgagor shall have the right to vote at a meeting of owners, provided such owner is otherwise entitled to vote in accordance with the provisions of sections 4.12 and 4.19 hereof.
- 4.18 **Votes to Govern:** At all meetings of owners, every question, issue or matter being voted on shall, unless the Act requires or provides otherwise, be decided by a majority of the votes cast by the owners (and/or mortgagees so entitled to cast a vote) that are present at the meeting in person or by proxy, provided there is a quorum at the meeting.
- 4.19 **Entitlement to Vote:** Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion (as the case may be), an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

ARTICLE V - BOARD OF DIRECTORS

- 5.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 5.02 **Number and Quorum:** Unless and until the composition of the board is hereafter formally increased by the enactment of another by-law as provided by subsection 27(2) of the Act, and except as otherwise provided or contemplated by subsections 42(4) or 42(11) of the Act, the number of directors on the board of the Corporation

shall be five (5), of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding any vacancy on the board, 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.

- 5.03 **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 within the Condominium. No person shall be a director if he or she is an undischarged bankrupt, or is mentally incompetent.
- 5.04 **Disqualification:** A person shall immediately cease to be a director or officer of the Corporation, if such person:
- a) becomes an undischarged bankrupt or a mentally incompetent person;
 - b) owns a unit in the Condominium against which a certificate of lien has been registered pursuant to subsection 85(2) of the Act, and such lien has not been discharged by or on behalf of the Corporation pursuant to subsection 85(7) of the Act within 90 days of the registration of the lien; or
 - c) 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.
- 5.05 **Consent of Director:** No election or appointment of a person as a director shall be effective unless he or she consents in writing to act as a director, either before the meeting at which such person was so elected or appointed, or within ten (10) days thereafter. A person shall be deemed to have consented to his or her election or appointment as a director if such person is present at the meeting when so elected or appointed, and does not refuse to act as a director.
- 5.06 **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 of the Act, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors 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, then 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. Nothing shall preclude any retiring director(s) from running for re-election.
- 5.07 **Owner-occupied Units:** If at least fifteen (15%) percent of the units [that are not ineligible to vote under subsection 49(3) of the Act] are owner-occupied on or after the time at which the board is required to call the Turnover Meeting [pursuant to subsection 43(1) of the Act], then no persons other than the owners of owner-occupied units [as such term is expressly defined in subsection 51(5) of the Act] may elect a person to, or alternatively remove a person from, one (1) of the positions on the board (hereinafter referred to as the "Owner-Occupied Director"). The Owner-Occupied Director shall be the director for the three (3) year term, and thereafter when that position becomes vacant, the director for that position shall likewise be voted upon only by the owners of the owner-occupied units, and shall be elected to hold office for a term of three (3) years. If the number of owner-occupied units does not exceed 15% at the Turnover Meeting, but in any subsequent year more than 15% of the units become owner-occupied, then the director whose term expires in that year shall be designated as the director to be elected by owners of the owner-occupied units, and thereafter when that position becomes vacant, the director for that position shall correspondingly be voted upon only by the owners of owner-occupied units, and shall accordingly be elected to hold office for a term of three (3) years.
- 5.08 **Removal of Directors:** Save and except for the Owner-Occupied Director, a director may be removed before the expiration of his or her term by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the units in the Corporation vote in favour of such removal [pursuant to subsection 33(1) of the Act]. In accordance with the provisions of this by-law dealing with the election of directors generally, the owners may, at the meeting in which the aforementioned director was removed, or at any other annual or special meeting, elect 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. Pursuant to subsection 51(8) of the Act, the Owner-Occupied Director may only be removed by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the owner-occupied units in the Corporation vote in favour of removal.
- 5.09 **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, then provided a quorum of the board remains in office, 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 way of an election by the owners. However, when there is not a quorum of directors remaining 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. A vacancy resulting from an increase in the number of directors shall be filled only by election at a meeting of owners duly called for that purpose, and the director(s) so elected shall not act until the by-law increasing the number of directors is registered under subsection 56(9) of the Act.
- 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. In addition to meetings of the directors required by the by-laws of the Corporation, a quorum of the directors may, at any time, call a meeting for the transaction of any business. Unless otherwise provided in any 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 Saturdays, Sundays and statutory holidays as defined by the *Interpretation Act* of Canada) before the time when the meeting is to be held. The notice of a meeting of directors shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting.

- 5.11 **Waiving Notice of a Meeting of the Board:** Notwithstanding the foregoing provisions of section 5.10 hereof to the contrary, no notice of a meeting of directors shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have formally waived notice of the meeting in writing, or have 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 such director expressly objects to such failure at the meeting.
- 5.12 **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 subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all 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.
- 5.13 **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 meetings.
- 5.14 **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 appointment of the directors to the first board by the Declarant of the Corporation in accordance with subsection 42(1) of the Act, provided that a quorum of directors is present. The first board shall hold office until a new board is elected at the Turnover Meeting. A written resolution that is adopted by the first board before the owners elect a director to the board under subsection 42(8) of the Act, and that is signed by all of the directors entitled to vote on the resolution at a meeting of the first board, is valid even though no meeting is held to vote on the resolution.
- 5.15 **Disclosure of Director's 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 (and that is or will be material to the Corporation), shall declare his or her interest in such contract or transaction (and shall correspondingly disclose in writing the nature and extent of such interest), at the meeting of the board at which said contract or transaction (or said proposed contract or transaction) is first considered, or alternatively at the next meeting of the directors held after such director first became so interested, in accordance with the provisions of subsection 40(4) of the Act. The board shall enter the disclosure made by such director in the minutes of the meeting of the board at which the disclosure was made. Such director shall not be present during discussions at said meeting, shall refrain from voting, and shall not, in respect of such contract or transaction, be counted in the quorum, unless such director's interest in such contract or transaction is (or would be) limited solely to the liability insurance for directors and officers described in section 39 of the Act, or to 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 such director is also a director, officer or employee of the Declarant and was appointed to the first board by the Declarant under subsection 42 (1) of the Act. If a director has complied with the requirements of section 40 of the Act, then such director, if he or she was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction shall not be voidable by reason only of the director's interest therein. Even if such a director has not fully complied with the requirements of section 40 of the Act, provided such director was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, such director shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of owners duly called for that purpose, and the nature and extent of the director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.
- 5.16 **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 shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.17 **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.
- 5.18 **Deemed Consent of a 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.

5.19 **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 are (or have been) 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 are (or have been) 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 (or be caused directly or indirectly by) such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct.

5.20 **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 or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of (or in connection with) such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) 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 (or in connection with) any action, suit or other 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;
- ii) 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
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

5.21 **Indemnity Insurance for Directors and Officers:** 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.

ARTICLE VI - OFFICERS

6.01 **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.

6.02 **Appointed or Elected Officers:** From time to time the board shall appoint or elect a secretary and a treasurer, and such other officers as the board may determine from time to time, including without limitation, one or more assistants to any of the officers so appointed or elected. The officer so appointed or elected may, but need not be, a member of the board. The same person may hold two or more offices. The officers of the Corporation shall have such authority and perform such duties as the board may from time to time determine, provided same are consistent with the Act, the Declaration and the by-laws of the Corporation.

6.03 **Term of Office:** The board may, by resolution, remove at its pleasure any officer of the Corporation, on the express understanding that all officers shall adhere to, and be governed by, the same qualifications which apply to directors, pursuant to the provisions of Articles 5.03 and 5.04 hereof.

6.04 **President:** The president shall, when present (unless he or she has delegated the responsibility) preside as chairperson at all meetings of the owners and of the board (or specifically designate the chairperson at all such meetings). The president shall have one vote only at all meetings of the board, and shall co-ordinate the overall activities of the remaining members of the board, and of the officers. The president shall be charged with the general supervision of the business and affairs of the Corporation, and in the absence of a resolution of the board specifying another officer to do so, the president shall deal directly with the Corporation's property manager and the Corporation's solicitor in all areas of concern, and shall direct the enforcement of the Act, the Declaration, the by-laws and the rules of the Corporation, by all lawful means at the board's disposal.

6.05 **Vice-President:** Provided that a vice-president has been elected or appointed as an officer of the Corporation by the board of directors, then 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). If the vice-president exercises any such duty or power, then 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.

6.06 **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 also cause to have the by-laws of the Corporation registered on title, and cause notice of all by-laws and rules enacted from time to time to be sent to all owners and

mortgagees, as required by the Act. If no vice-president has been elected or appointed as aforesaid, then during the absence of the president, his or her duties may be performed (and his or her powers may be exercised) by the secretary. If the secretary exercises any such duty or power, then the absence of the president shall be presumed with reference thereto. The secretary shall also be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation (on the understanding that the foregoing provision does not require the secretary to physically keep these documents in his or her personal possession or custody), and shall perform such other duties as may from time to time be prescribed by the board.

- 6.07 **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 or she shall perform such other duties as may from time to time be directed by the board. The offices of secretary and treasurer may be combined. Without limiting the generality of the foregoing, the treasurer shall assist in preparing:
- a) in consultation with the property manager, the annual budget (together with the annual financial statements to be presented to the owners at the annual general meeting);
 - b) in consultation with the property manager and any other person(s) as may be selected by the board, a reserve fund plan, if and when required; and
 - c) in consultation with any person(s) selected by the board, an investment plan for the Corporation's funds.
- 6.08 **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.
- 6.09 **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 or deem appropriate.
- 6.10 **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 advisor 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, budgets, rules and/or any other matters related to the common elements or any 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.

ARTICLE VII - BANKING ARRANGEMENTS AND CONTRACTS

- 7.01 **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.
- 7.02 **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 any two directors of the Corporation. 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. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.
- 7.03 **No Seal:** Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, 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" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.
- 7.04 **Execution of the Status Certificate:** Status certificates may be signed by any officer or director of the Corporation, with or without the seal of the Corporation affixed thereto (unless otherwise required by the Act), 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

- 8.01 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

- 9.01 **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 expressly include, but shall not be limited to, the following:
- a) controlling, managing and administering the common elements and assets of the Corporation;
 - b) taking all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements (if any), and the agents and employees of the Corporation comply with the provisions of the Act, the Declaration, the by-laws and rules of the Corporation, in a consistent and timely manner;
 - c) operating, maintaining and repairing the common elements and assets of the Corporation in a fit and proper condition, in accordance with the provisions of the Declaration, including the repair of any units if and when the respective owners thereof fail to do so, as provided for in the Act and the Declaration;
 - d) 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) of the Act against each unit in respect of which the owner has defaulted in the payment of common expenses, and retaining and instructing legal counsel and/or the Corporation's property manager to prepare and register all certificates of lien for arrears of common expenses, and to ultimately discharge said liens following payment of the respective amounts owing;
 - e) 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, on the express understanding that if any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus or equipment, and 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;
 - f) monitoring all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and/or servicing their respective systems and/or equipment [or any systems or equipment within, or appurtenant to, any unit(s)], in an effort to ensure that any such work or service does not cause any damage to the common elements, nor to any other unit(s), and causes the least amount of inconvenience and disruption to the residents of the Condominium as is reasonably possible under the circumstances;
 - g) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the by-laws, including without limitation, insurance against damage to the units and common elements (excluding damage to any improvements made to any or all of the units) as may be required by the Act, the Declaration and/or the by-laws, and procuring any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the Declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected, on the express understanding that the question of what shall constitute an *improvement* made to any unit shall be determined by reference to a standard unit for the class of unit to which such unit belongs, and in this regard, the standard unit for the class of units to which all dwelling units in this the standard unit for the class of units to which all dwelling units in this Condominium belong, shall be the standard unit described in Appendix "A-1" to this by-law and the standard unit for the class of units to which the retail unit in this Condominium belongs, shall be the standard unit described in Appendix "A-2" to this by-law Condominium ;
 - h) obtaining and maintaining insurance for the benefit of all directors and officers of the Corporation against the matters described in sections 31(a) and (b) of the Act, provided such insurance is reasonably available, but expressly excluding insurance against a liability, cost, charge or expense incurred as a result of a breach of their duty to act honestly and in good faith;
 - i) entering into an insurance trust agreement with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990 as amended, or with a chartered bank or other firm or company qualified to act as an insurance trustee, to ensure the proper disposition of all applicable insurance proceeds (in excess of 15% of the replacement cost of the property covered by the applicable insurance policy) in the event of an insurable loss;
 - j) obtaining and maintaining fidelity bonds where reasonably obtainable, in such amounts as the board may deem reasonable, for such officers, directors and/or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - k) repairing after damage the units and the common elements in accordance with the provisions of the Act, the Declaration and the by-laws;
 - l) preparing a yearly budget statement, and causing audits to be made after every year-end of the Corporation (and correspondingly making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws);
 - m) providing status certificates (together with all requisite accompanying documentation, statements and information as may be prescribed by the Act) as and when the Corporation has been requested for same, and the Corporation shall be entitled to a fee (up to the maximum amount prescribed by the Act from time to time) for providing same, provided however that the Corporation shall be obliged to furnish the Declarant with a status certificate (and the requisite accompanying documentation, statements and information as may be prescribed by the Act) as and when the Declarant requests same, from time to time, in connection with any sale, transfer, lease or mortgage of any unit(s) in this Condominium, all without any charge or fee to the Declarant whatsoever;

- n) calling and holding meetings of owners and directors respectively, and delivering all requisite notices in connection therewith, at the times and in the manner required or contemplated by the Act, the Declaration and by-laws of the Corporation;
- o) investing the monies of the Corporation (or monies held by the Corporation) in accordance with the provisions of the Act;
- p) establishing and maintaining one or more reserve funds that adequately provide for the major repair and replacement of the common elements and assets of the Corporation, in accordance with the provisions of the Act;
- q) taking all reasonable steps to settle, adjust and/or refer to mediation and/or arbitration (in accordance with the provisions of the Act) any claim asserted against the Corporation, or any claim asserted by or on behalf of the Corporation; and
- r) keeping and maintaining adequate records as required by the Act, the Declaration and the by-laws from time to time, including without limitation, those records more particularly described in Article III hereof.

9.02 **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) entering into an agreement with a condominium property/building manager or management company to provide professional management services in respect of the property, for and on behalf of the Corporation, at a compensation to be determined by the board (and on terms and conditions acceptable to the board), pursuant to which such manager shall be obliged to perform such duties and services as the board shall authorize or deem appropriate;
- d) investing monies held by the Corporation, in accordance with the provisions of the Act;
- e) settling, adjusting, compromising or referring to mediation or arbitration any claim or claims which may be made against or asserted by or on behalf of the Corporation, including without limitation, the power to mediate and/or arbitrate any of the matters or issues referred to in section 132 of the Act, as well as any issues in dispute in respect of any contract(s) or agreement(s) to which the Corporation is a party;
- f) 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, the Declaration and by-laws of the Corporation, and securing 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 the approval of each such borrowing, loan and/or security by a majority vote of the owners at a meeting duly called for that purpose, or as may otherwise be required by the Act, provided however that 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 requiring the approval or affirmative vote of any owners thereto;
- g) restricting those persons who do not reside within the Condominium's premises, and who are not guests of the owners, residents and tenants of the Condominium, from accessing or using any of the amenities, services and/or facilities of the Corporation which are otherwise available for the use or enjoyment of the owners, residents and tenants of the Condominium;
- h) objecting to assessments under The Assessment Act R.S.O. 1990, as amended, on behalf of the owners, and applying for assessment review and conducting all necessary hearings on behalf of the owners, together with the power and authority to defray the costs of any such objections out of the common expenses, provided that the Corporation gives notice of the objections to the owners, as contemplated in section 56(1)(f) of the Act, on the express understanding that any owner may notify the Corporation in writing of such owner's desire that his or her unit assessment appeal not proceed (or be withdrawn) and that the Corporation no longer act as his or her agent regarding the objection of any such assessment, whereupon the Corporation shall take all reasonable steps to formally withdraw any appeal filed on behalf of such owner in respect of his or her unit assessment;
- i) 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 deems advisable, and to do all things and execute all documents required to give effect to the foregoing, subject however to complying with any overriding provisions of the Act, if and where applicable;
- j) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the 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 section 21(1) of the Act 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, license, 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;

- k) leasing or granting a licence over any portion of the common elements for the purpose of designating same as a parking space for the use of handicapped persons, on terms and conditions which the board considers just and reasonable, and to persons entitled by law to use such handicapped parking spaces; on the express understanding that to the extent that the Act may require a by-law to expressly authorize such a lease or licence, 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 or licence agreement or arrangement in relation to such handicapped parking space(s), and any such lease or license 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;
- l) periodically conducting an audit of the building and/or operations of the Corporation, as and when deemed appropriate by the board;
- m) entering into an agreement with any owner or owners who desire to make an addition, alteration or improvement to the common elements that is not otherwise contrary to the Act or the Declaration, as provided or contemplated by section 98(1)(b) of the Act;
- n) entering into, or amending, any agreement with one or more other condominium corporations with respect to any shared services, amenities or facilities (or any portion thereof), if and where applicable; and
- o) entering into (and correspondingly binding the Corporation to the terms and provisions of) the following specific agreements, with or without the seal of the Corporation affixed thereto, namely:
 - i) a management agreement entered into with Del Property Management Inc. (hereinafter referred to as "Del"), with respect to Del's management functions in connection with this Condominium;
 - ii) To enter into an assumption agreement with the Declarant and with Provident Energy Management Inc. (the "Utility Monitor") as a party thereto (or a replacement agreement with the Utility Monitor), to assume, abide by and comply with all of the terms and provisions of the Utility Monitoring Agreement entered into by the Declarant and the Utility Monitor;
 - iii) an assumption agreement with the Declarant (and with or without the City of Toronto as a party or signatory thereto, but nevertheless enforceable by the City of Toronto against the Corporation directly), pursuant to which this Condominium shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising the Outstanding Municipal Agreements (as such term is defined in this Condominium's declaration);
 - iv) an assumption agreement with the Declarant [and with the City of Toronto as a party (but not as a signatory) thereto, but nevertheless enforceable by each of the Declarant and the City of Toronto against this Condominium directly], pursuant to which this Condominium shall formally evidence and confirm its agreement to assume all outstanding and ongoing Ground Water Discharge Obligations (as such term is defined in this Condominium's declaration), imposed by the City of Toronto pursuant to the City of Toronto's *Municipal Code Chapter 681, as amended*, and also this Condominium's agreement to perform, fulfil and comply with all of the Ground Water Discharge Obligations, all as more particularly outlined or described in the declaration of this Condominium; and
 - v) an addition, alteration and/or improvement agreement, as contemplated in section 98 of the Act (hereinafter referred to as an "AAI Agreement"), with the owner of any unit desiring to implement any addition, alteration or improvement thereto (or to any exclusive use common element area appurtenant to such owner's unit), on terms and conditions satisfactory to the board of directors; and
- p) approving all retail signage, if any, so installed upon (or affixed to) any portion of the common elements from time to time, and with all existing signage so installed upon (or affixed to) any portion of the common elements by the Declarant or any of the retail unit owner (and/or their respective tenant(s)) being hereby expressly approved, ratified, sanctioned and authorized.

and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time.

ARTICLE X - NOTICE

10.01 **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, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) **to an owner** [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:

- (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Voting Record is not the address of the unit of the owner.
- b) **to a mortgagee** [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) 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 by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so 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;
- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.
- 10.03 **Omissions and Errors:** Except as may otherwise be provided in accordance with the Act, 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

- 11.01 **Duties of the Board Concerning Common Expenses:** All costs, charges and expenses which the Corporation has incurred or may incur or expend in connection with the operation, maintenance and/or repair of the common elements and assets of the Corporation, and as more particularly described in Schedule "E" to the Declaration, together with any other expenses, charges or costs which the board may incur or expend pursuant to the provisions of this by-law, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in Schedule "D" to the Declaration. The board shall, from time to time, and at least once annually, prepare the budget for the Corporation 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, which shall specifically include a provision for the Corporation's reserve fund as required by the Act.
- 11.02 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain a reserve fund in accordance with the requirements of the Act, and make sufficient provision for such reserve fund in the Corporation's annual budget, and shall accordingly collect from the owners (as part of their contributions towards the common expenses) amounts that the board determines sufficient for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and life expectancy of said common elements and assets. 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), and shall conduct subsequent reserve fund studies or updates thereof at the times and in the manner prescribed by the regulations to the Act, and shall notify the owners and the auditor of all plans for the future funding of the reserve, and shall implement the funding plan in accordance with the provisions of the Act.
- 11.03 **Notice of Common Expenses to Owners:** The board shall advise all owners, promptly in writing, of the amount of the common expenses payable by each of them respectively, and shall deliver copies of each budget on which the common expenses are based to all owners and mortgagees entered in the Voting Record.
- 11.04 **Owner's 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 which shall be due and payable on the first day of each and every month throughout the 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. Each owner shall, forthwith following receipt of notice of the common expenses attributable to the owner's unit for the ensuing 12 month period (or other period of time to which the assessment relates), provide to the Corporation 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 the Declaration, by-laws or rules of the Corporation in force from time to time, committed 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 and Special Assessments:** Extraordinary expenditures not contemplated in the annual budget and for which the board does not have sufficient funds, as well as any funds required to establish or augment reserves for contingencies and foreseeable or potential deficits, may be assessed at any time during the year by way of one or more special assessments, in addition to the annual assessment of the common expenses, by the board serving notice(s) of such special assessment(s) on all owners and mortgagees entered in the Voting Record. The notice of a special assessment shall include a written statement setting out the reasons for same, and the amount of such assessment shall be payable by each owner or mortgagee so notified within ten (10) days of the date of 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 fully 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. For greater certainty, interest at the aforesaid rate shall be charged on the unpaid balance of the common expenses due and owing by any owner, plus any legal costs and disbursements incurred by the Corporation (charged on a solicitor and client basis) in the collection or attempted collection of the unpaid amount, and interest shall be charged and accrue upon the aggregate amount so due and owing, and shall be compounded monthly until fully paid.
- b) In addition to any remedies (including the Corporation's lien rights) provided by the Act, if any owner is in default of payment of a common expense assessment levied against him or her for a period of fifteen (15) days, then the board may institute legal actions or proceedings for and on behalf of the Corporation against the delinquent owner to enforce the collection thereof, and there shall be added to any amount due and owing all costs incurred in initiating and pursuing any such action or proceeding, including costs on a solicitor-and-client basis, on the express understanding that all such costs may be collectible against the defaulting owner in the same manner as common expenses.
- 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 any such notice to each mortgagee of such unit who has requested that such notices be sent to him or her.

ARTICLE XII - LIABILITY FOR COSTS

- 12.01 **Violations by Unit Owners and Liability for Costs:** The owner of a unit shall be responsible for all costs and expenses incurred to repair any damage to the owner's unit, the common elements (or any portion thereof), and/or any other unit(s) that has been caused by the owner, by those residing in the owner's unit and/or by any of their respective invitees or licensees (or by any one else for whose actions the owner is responsible at law or in equity). Without limiting the generality of the foregoing, in the event that damage to the common elements (or any portion thereof) has been caused by the deliberate or negligent act or conduct of any owner, then such owner shall be responsible for fully reimbursing the Corporation for all costs and expenses incurred in repairing such damage. In those cases where it has been determined that the responsibility for payment of the cost to repair is that of a specific unit owner, or where such an owner requests to repair the damaged portion of the common elements himself or herself, then the board must approve the selection of the contractor(s) and the method of repair. This decision, to be arrived at the sole discretion of the board, shall be based on a minimum of two (2) bids, shall outline the method of repair and the meeting of standards of uniformity in quality and appearance, and shall take into consideration the convenience of the owner(s) involved.
- 12.02 **Additional Rights of the Corporation:** The violation or breach of any provisions of the Act, the Declaration, the by-laws and/or the rules of the Corporation, shall give the board the following rights, in addition to any other rights or remedies available to the Corporation at law or in equity, or arising under the Act, namely:
- a) the right to enter the unit in which (or in respect of which) such violation or breach exists, and to endeavour to alleviate and remove, at the expense of the defaulting owner, any matter, thing or condition that may exist therein which causes or contributes to such violation or breach (and which is contrary to the intent and meaning of the provisions of the Act, the Declaration, the by-laws and/or the rules), and the board shall not be guilty of trespass (nor deemed to be so) as a result thereof; and/or
 - b) the right to enjoin, restrict, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, including without limitation, an application for an order enforcing compliance with any provisions of the Act, the Declaration, the by-laws and/or the rules, pursuant to section 134 of the Act.
- 12.03 **Responsibility for Corporation's Insurance Deductible:** Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.
- 12.04 **Indemnity of the Corporation by each Owner:** Each owner shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities (including the Corporation's insurance deductible and its legal costs on a solicitor and client basis) which the Corporation may suffer or incur as a result of, or in connection with, any act or omission of such owner that causes (either directly or indirectly) any damage or injury to the owner's unit and/or to the common elements (or any portion thereof) and/or to any other units, except for any loss, cost, damage, injury or liability that is insured against by the Corporation, subject to any insurance deductible. All payments to be made by any owner pursuant to the provisions of this section 12.04 shall be deemed to be common expenses payable by such owner, and shall be recoverable from such owner by the Corporation in the same manner (and upon the same terms) as unpaid common expenses.

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

- 13.01 Pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common

elements, the units and/or the assets of the Corporation. The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws 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 same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto 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 and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

- 13.02 The rules shall be complied with and enforced in the same manner as the by-laws of the Corporation, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.

ARTICLE XIV - PROCEDURES FOR MEDIATING DISPUTES

- 14.01 **Mediation Procedures:** For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation prescribed or promulgated by the Condominium Dispute Resolution Centre from time to time, the latest copy of which is attached hereto as Appendix "B".

ARTICLE XV - MISCELLANEOUS

- 15.01 **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.
- 15.02 **Gender:** The provisions of this by-law shall be read and construed with all necessary changes in gender and/or number as may be required by the context.
- 15.03 **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 on the part of the Corporation to enforce same, irrespective of the number of violations or breaches thereof which may occur.
- 15.04 **Headings:** The headings used throughout this by-law form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 15.05 **Conflicts:** In the event of a conflict or inconsistency between the provisions of the Act, and any provision in the Declaration, by-laws or rules of the Corporation, the Act shall prevail. In the case of a conflict or inconsistency between the provisions in the Declaration, and any provision in the by-laws or rules of the Corporation, the Declaration shall prevail. In the event that the Act and the Declaration are silent regarding the matter or issue addressed by any of the by-laws, then the provisions of the by-laws shall prevail.

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 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
President -

I have authority to bind the Corporation.

Definition of A Standard Unit

The standard unit for the class of units to which all dwelling units in this Condominium (including the superintendent unit) belong is described below, and has the following specifications:
Standard Features and Finishes to be provided by the Vendor are as follows:

General Suite Features and Finishes

Exposed concrete ceilings (or painted white concrete ceilings for non-dropped ceiling areas). Ceiling height is measured from the upper surface of the concrete slab to the underside of the concrete ceiling except in the location of bulkheads and ceiling(s) in Bathrooms and closets and for all required mechanical purposes in which case the ceiling(s) in such areas will be covered with drywall sheathing and result in lower ceiling height in such areas)

Single plank laminate flooring** in Living Room, Dining Room, Bedroom(s), Den*, Hallway, Foyer and Kitchen.

Thermally insulated energy efficient windows.

Interior walls painted white.

Kitchens, Bathrooms and all trim painted with white paint.

Trim package including approximately 4" tall baseboards and 2" casings throughout.

Flat slab interior doors* or clear glass sliding door for interior bedrooms*

White framed sliding doors or flat slab paint grade hinged door(s) on Bedroom or Den closets*

White framed mirrored sliding doors or flat slab paint grade hinged door for Front Foyer Closet*

Ventilated wire shelving in Closets.

Energy efficient, individually controlled, in-suite heating/cooling system

In-suite energy recovery ventilation system (ERV).

FLOOR COVERINGS

No floor coverings whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. **Each unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other floor covering whatsoever, in whole or in part) that has been installed within each owner's suite, all at each owner's sole cost and expense.**

COUNTER TOPS AND APPLIANCES

No kitchen and/or bathroom countertops, and no appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly **each unit owner will therefore be responsible for fully insuring his or her own kitchen and bathroom countertops and all appliances that have been installed within each owner's suite, all at each owner's sole cost and expense.**

Kitchen

Custom-Designed European style cabinetry**.
Single stainless steel undermount sink with chrome single lever faucet.
Straight stacked installed porcelain tile backsplash**

Bathrooms

White gloss vanity cabinet** in all Bathrooms*.
White vanity countertop with integrated rectangular basin.
Single lever basin faucet.
Tub/shower faucet*.
Toilet paper holder and towel bar.
Vanity mirror.
Porcelain wall tiles** on tub and shower* wall enclosure.
Frameless glass shower enclosure with shower door*.
White Bathroom fixtures.
Exhaust fan vented to exterior.

In-Suite Laundry

Front-loading white stacked washer and dryer pair.

Electrical

Ceiling light fixture in Foyer, Den*, Bedroom(s), and Walk-in Closets*.
Track lighting in Kitchen.
Switched receptacle in Living area.
Wall mounted light fixture above vanity mirror in Bathroom(s).
Recessed pot light in shower*
White receptacles and switches throughout.
One exterior receptacle on Balcony*.
Individual service panels with in-suite circuit breakers*.
Pre-wired cable outlet in Living Room, Den*, and Master Bedroom.
Pre-wired telephone outlet in Living Room.
Under cabinet lighting in Kitchen

Safety and Security

Suite entry security rough-in.
Hardwired in-suite smoke detectors.
In-suite sprinkler system.

*As per plan

** as per Vendor's standard sample packages.

APPENDIX "A-2" TO BY-LAW #1

The standard unit for the class of units to which the retail unit in this Condominium belong, is described below, and has the following specifications:

All structural components comprising part of the retail unit, including the walls and concrete ceiling (but excluding any wall coverings and ceiling coverings/treatments), and all fixtures installed by the Declarant within the boundaries of such unit, as at the date of registration of this Condominium.

No floor coverings whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of the retail unit. Each retail unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other floor covering whatsoever, in whole or in part) that has been installed within each owner's office unit, all at each owner's sole cost and expense.

APPENDIX "B" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the CDRC, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session, following which the arbitration provisions set forth in Article 3 of this By-law shall apply.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

ARTICLE 3 - ARBITRATION

In the event the parties are unable to resolve the question or matter in dispute between (or among) them either because the mediation has failed or one of the parties to the mediation and/or the mediator has withdrawn from the mediation, or one of the parties has failed to attend and participate in the initial mediation session, then the question or matter in dispute shall, within ten (10) days of the happening of any of the foregoing occurrences which has resulted in the failure of mediation, be submitted to arbitration in accordance with the *Arbitration Act, 1991*, and as follows:

Selection of Arbitrator:

The parties, or any of them, shall follow the same procedure in selecting a sole arbitrator to hear their dispute as has been or is required to be followed in the selection of a mediator as set forth above, and the parties acknowledge and accept that the decision of the sole arbitrator, so selected, once rendered in the format of a final award on the merits of the dispute, shall be binding upon the parties, and shall not be subject to appeal under any circumstances (whether with respect to question of law, a question of fact, a question of mixed fact and law, or otherwise).

Any arbitrator appointed pursuant to the provisions of this by-law shall have the following minimum qualifications, namely:

- a) be a member of the Arbitration and Mediation Institute of Ontario, or be someone who has successfully completed the Arbitration II Course at the University of Toronto or a comparable course at a comparable institution within the Province of Ontario; and
- b) in acting as a sole arbitrator, being impartial and independent of the parties to the dispute, having confirmed to the parties that he or she has no current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in hearing the arbitration.

Pre-arbitration information:

The party initiating arbitration proceedings shall do so by notice in writing to the other party within ten (10) days following the date of selection of the sole arbitrator, setting forth a brief description of the issue(s) or matter(s) submitted for arbitration. The notice shall commence the arbitration proceedings. The responding party shall, within ten (10) days of the date of receipt of notice of the initiating party, reply by setting forth a brief description of any additional or further issues or matters it wishes to submit for arbitration in the context of the overall controversy.

The arbitrator shall conduct a pre-arbitration hearing or conference call with the disputing parties or with their counsel, not later than ten (10) days from the date of selection of the arbitrator, in order to identify and narrow the issues in dispute, to ascertain the relevant evidence to be submitted and the number (and names) of the witnesses to be called (if any), including any expert witnesses needed or desired (and to limit the number of expert witnesses to be called), and to ultimately assess the approximate length of time that the arbitration proceedings will take.

Recording of evidence:

To reduce the expenses of the arbitration process, no formal transcribing or recording of evidence shall be undertaken unless all parties to the dispute agree thereto (and concomitantly agree to the payment of all costs and expenses associated therewith). Any of the disputing parties and/or the arbitrator may have a tape recorder present to assist in confirming what evidence has been submitted and to monitor the general conduct of the proceedings.

Exchange of written statements:

Each of the disputing parties will be required to submit brief written statements summarizing their respective claims or defences (as the case may be) within the time frame specified by the arbitrator, indicating the facts supporting their respective positions, identifying the point(s) in issue and the relief sought, and accompanied by any documents considered relevant.

Arbitration Hearing:

Within forty-five (45) days of the date of exchange of written statements, and the production of any documents required to be produced by the arbitrator for delivery to another party or parties, a hearing will be convened by the arbitrator for the presentation of evidence and the submission of oral arguments by or on behalf of the disputing parties, and the arbitrator shall determine any matters of procedure regarding the arbitration proceedings which are not specified herein, in accordance with the *Arbitration Act, 1991*. To ensure the timeliness of the proceedings, the arbitrator may impose financial penalties for the breach of any time limits imposed or established in connection with the submission of written statements, the provision of any documents, or the taking of any step or action by any of the parties in respect of the arbitration proceedings, not exceeding the sum of \$500 per breach.

Authority of the Arbitrator:

The arbitrator shall have the power to make an order for the detention, preservation or inspection of property or documents that are the subject matter of the arbitration (or connected with any question that may arise during the arbitration proceedings), and the arbitrator shall have the power to order any party to provide security in connection with same, akin to the powers exercisable under Section 18(1) of the *Arbitration Act, 1991*. Any objection to the lack of jurisdiction of the arbitrator to arbitrate the matter(s) or issue(s) in dispute, or pertaining to the arbitrator exceeding his or her authority, shall be raised by the party alleging same as soon as reasonably possible after the arbitration has been commenced, and any such objection shall be ruled upon by the arbitrator as a preliminary question (rather than being dealt with in his or her ultimate award), and there shall be no appeal or review of such ruling under Section 17(8) of the *Arbitration Act, 1991*.

ARTICLE 4 – ARBITRAL AWARD

The arbitrator shall, after reviewing the statements submitted and hearing the evidence and arguments presented by or on behalf of the disputing parties, render a decision, together with written reasons therefore, as soon as reasonably possible, but in no event later than thirty (30) days following the date that the final submissions have been made by or on behalf of the parties to the dispute and the hearings with respect thereto have been formally concluded, and the arbitrator shall deliver a copy thereof to each of the parties following the rendering of same.

Costs of the Arbitration:

Unless otherwise provided in the arbitral award to the contrary, each party shall bear (and be solely responsible for) the costs of its own legal counsel and witnesses, and each party shall bear (and be solely responsible for) its equal share of the costs of the sole arbitrator. Notwithstanding the foregoing, the arbitrator shall, upon hearing brief oral submissions requested to be made with respect to an award of costs, have the power and discretion to award any scale of costs (i.e., party and party, solicitor and his/her own client etc.) or a fixed cost between or among the disputing parties in such amounts and in such proportions as the arbitrator may deem appropriate, provided however, that any party who exceeds any limit imposed by the arbitrator at the pre-arbitration hearing with respect to the number of witnesses to be called, and/or the number of expert witnesses to be heard, shall be disentitled to receive any award of costs which purports to compensate such party (in whole or in part) for the provision or attendance of such excess witnesses/experts.

Save as expressly modified by the foregoing provisions of Articles 3 and 4 hereof, the provisions contained in the Arbitration Act, 1991, and any successor statute, including the withdrawal or removal of an arbitrator, the application of the Courts of Justice Act to the awarding of costs, pre-judgement interest, etc., shall continue to apply to an arbitration conducted by the Corporation in accordance with foregoing provisions hereof.

CERTIFICATE IN RESPECT OF A BY-LAW

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01) *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. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply]*.
4. *Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____

Name - Title

I have authority to bind the Corporation

SCHEDULE "A"
TO CERTIFICATE IN RESPECT OF A BY-LAW OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter referred to as this or the "Condominium" or this or the "Corporation")

BY-LAW NUMBER 2

WHEREAS the title to the lands and premises encompassed within the condominium description plan of the Condominium (hereinafter collectively referred to as the "Lands" or the "Real Property") are subject to:

- i) an outstanding density bonus/development agreement entered into between the Declarant and the City of Toronto, in accordance with Section 37 of the *Planning Act R.S.O. 1990, as amended*, and registered as Instrument No. AT-4974249 (hereinafter referred to as the "Section 37 Agreement"), pertaining to the provision of public benefits and/or the contribution of money in exchange for increases in the height and/or density of this Condominium to be developed by ALTERRA-FINER (RICHMOND STREET) LIMITED (the "Declarant") on the Lands, and which agreement may be amended, augmented, supplemented and/or replaced, in whole or in part, by one or more subsequently-registered agreements; and
- ii) an outstanding site plan agreement, entered into between the Declarant and the City of Toronto, registered as Instrument No. AT-_____ (hereinafter referred to as the "Site Plan Agreement"), pertaining to the development of this Condominium on the Lands, and which agreement may provide for, amongst other things, the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, landscaping and other site completion matters, and may also address other outstanding municipal concerns involving or affecting the ongoing operation and maintenance of this Condominium, and which agreement may be amended, augmented, supplemented and/or replaced, in whole or in part, by one or more subsequently-registered agreements;

AND WHEREAS all of the foregoing agreements (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), pertain to various matters involving the development of the Condominium upon the Lands, as well as various site completion matters generally involving or affecting the ongoing operation and/or maintenance of the condominium property;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation enter into an assumption agreement with the Declarant and/or the City having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Agreement Re Outstanding Municipal Agreements"), for the purposes of evidencing the Corporation's obligation to:
 - a) abide by (and comply with) the terms and provisions of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium; and
 - b) formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium.
2. That all terms and provisions of the Assumption Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned, approved and confirmed; and
3. That any officer of the Corporation be and he/she is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Assumption Agreement on title to each of the units in this Corporation. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

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

Dated this ___ day of _____, _____

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 2

AGREEMENT RE: OUTSTANDING MUNICIPAL AGREEMENTS

THIS AGREEMENT made the _____ day of _____, _____

AMONGST:

ALTERRA-FINER (RICHMOND STREET) LIMITED
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter called this or the "Condominium" or this or the "Condominium Corporation")

OF THE SECOND PART

- and -

CITY OF TORONTO
(hereinafter called the "City")

OF THE THIRD PART

WHEREAS the title to the lands and premises encompassed within the condominium description plan of the Condominium (hereinafter collectively referred to as the "Lands") are subject to:

- i) an outstanding density bonus/development agreement entered into between the Declarant and the City of Toronto, in accordance with Section 37 of the *Planning Act R.S.O. 1990, as amended*, and registered as Instrument No. AT-4974249 (hereinafter referred to as the "Section 37 Agreement"), pertaining to the provision of public benefits and/or the contribution of money in exchange for increases in the height and/or density of this Condominium to be developed by ALTERRA-FINER (RICHMOND STREET) LIMITED (the "Declarant") on the Lands, and which agreement may be amended, augmented, supplemented and/or replaced, in whole or in part, by one or more subsequently-registered agreements; and
- ii) an outstanding site plan agreement, entered into between the Declarant and the City of Toronto, registered as Instrument No. AT-_____ (hereinafter referred to as the "Site Plan Agreement"), pertaining to the development of this Condominium on the Lands, and which agreement may provide for, amongst other things, the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, landscaping and other site completion matters, and may also address other outstanding municipal concerns involving or affecting the ongoing operation and maintenance of this Condominium, and which agreement may be amended, augmented, supplemented and/or replaced, in whole or in part, by one or more subsequently-registered agreements;

AND WHEREAS all of the foregoing agreements (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), pertain to various matters involving the development of the Condominium upon the Lands, as well as various site completion matters generally involving or affecting the ongoing operation and/or maintenance of the condominium property;

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to abide by (and comply with) the terms and provisions of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium;

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

1. That the Condominium Corporation shall abide by (and comply with) the terms and provisions of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium;
2. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions contained in the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium, including without limitation, all obligations and liabilities pertaining to the maintenance of grading and/or drainage patterns, emergency/fire access routes and landscaping, as well as garbage and snow removal, storm water management and the maintenance of all works, services and/or facilities constructed or installed by the Declarant upon or within the non-exclusive use common element areas comprising part of the Lands, and specifically the obligation to illuminate, maintain and repair any public accessible areas (as such terms are respectively defined in the Section 37 Agreement) which may be installed upon any portion of the common elements (or upon any lands of the City adjacent to the Condominium), in accordance with the terms and provisions of the Section 37 Agreement.
3. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Declarant and/or the City may hereafter require, from time to time, in order to evidence and confirm the foregoing;

4. That if any claim or proceeding is made or pursued against the Declarant by the City (or if any security heretofore provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under either or both of the Outstanding Municipal Agreements has been drawn down by the City) as a result of (or arising from or in connection with) the breach of any term or provision of either or both of the Outstanding Municipal Agreements committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable at law or in equity), then the Condominium Corporation shall fully indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof or in connection therewith; and
5. That the City shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreements, insofar as same pertain or relate to the Lands and/or this Condominium, notwithstanding that the City is not a signatory to these presents.

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

ALTERRA-FINER (RICHMOND STREET) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Name:
Title:

I have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01) 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of *Ontario Regulation 48/01* does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* and subsection 14 (2) of *Ontario Regulation 48/01* apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____

Name - Title

I have authority to bind the Corporation

SCHEDULE "A"
TO CERTIFICATE IN RESPECT OF A BY-LAW OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter referred to as this or the "Condominium" or this or the "Corporation")
BY-LAW NUMBER 3

WHEREAS ALTERRA-FINER (RICHMOND STREET) LIMITED (hereinafter referred to as the "Declarant") has entered into a bulk internet service agreement (hereinafter referred to as the "Bulk Internet Agreement") with Rogers Communications Inc. (hereinafter referred to as "Rogers"), pursuant to which:

- a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 250 Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;
- b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis; and
- c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

AND WHEREAS the Bulk Internet Agreement has or provides:

- (i) for an initial term of six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
- (ii) for an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the monthly rate as is set out in the Bulk Internet Agreement; and
- (iii) if the option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised.

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation enter into an assumption agreement with the Declarant, and with Rogers as a party (but not as a signatory) thereto, having substantially the same form and content as the draft assumption agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Assumption Agreement"), for the purposes of evidencing the Corporation's obligation to abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, and to formally assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder or in connection therewith;
2. That all terms and provisions of the Assumption Agreement, as well as the Corporation's performance and fulfillment of all outstanding and/or ongoing obligations and liabilities arising thereunder or in connection therewith, are hereby expressly authorized, ratified, sanctioned, approved and confirmed; and
3. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register this by-law on title to each of the units in this Condominium. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby expressly authorized, ratified, sanctioned, confirmed and approved.

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

Dated this _____ day of _____, 20_____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 3

THIS AGREEMENT made the _____ day of _____, 20__

AMONGST:

ALTERRA-FINER (RICHMOND STREET) LIMITED
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter called this or the "Condominium" or this or the "Condominium Corporation")

OF THE SECOND PART

- and -

ROGERS COMMUNICATIONS INC.
(hereinafter sometimes called the "Rogers")

OF THE THIRD PART

WHEREAS the Declarant entered into a bulk internet service agreement (hereinafter referred to as the "Bulk Internet Agreement") with Rogers, pursuant to which:

- a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 250 Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;
- b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis; and
- c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

AND WHEREAS the Bulk Internet Agreement has or provides:

- (i) for an initial term of six (6) years, commencing upon the first occupancy of any dwelling unit in this Condominium (the "Initial Term"), at an annual cost or rate for such bulk internet service equivalent to somewhere between \$23.00 and \$65.00 per dwelling unit per month, plus H.S.T.;
- (ii) for an option in favour of this Condominium (exercisable no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional four (4) years thereafter (hereinafter referred to as the "Option Period"), at the monthly rate(s) as are set out in the Bulk Internet Agreement; and
- (iii) if the option is not exercised and Rogers continues to provide internet services to this Condominium after the end of the Initial Term, then the Bulk Internet Agreement shall continue on a month to month basis and the monthly rate so payable by the Condominium shall be equal to 150% of the rate that would be charged if the Option had been exercised.

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

AND WHEREAS a copy of the Bulk Internet Agreement is annexed hereto as Schedule "X";

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume and be bound by the terms and provisions of the Bulk Internet Agreement, and to correspondingly assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder or in connection therewith;

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

1. That the Condominium Corporation hereby assumes, and shall at all times hereafter abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, including the assumption of:
 - a) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Bulk Internet Agreement, and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement; and
 - b) the benefit of the option in favour of this Condominium (and correspondingly exercisable by this Condominium no later than 90 days prior to the expiry of the Initial Term) to extend such bulk internet service for (and throughout) the Option Period, at the same monthly rate as is payable under the Initial Term;
2. That the Condominium Corporation shall not obstruct, alter, remove or tamper with the Rogers' Internet Equipment (or any portion thereof), without the prior written consent of Rogers thereto, and hereby expressly acknowledges and confirms that Rogers shall be and remain the sole owner of the Rogers' Internet Equipment

and the Condominium Corporation shall not claim or assert any proprietary interest therein or thereto whatsoever;

3. That from and after the date of the Condominium Corporation's execution of this Assumption Agreement, the Declarant shall automatically be released, relieved and fully discharged from any and all obligations and liabilities arising under the Bulk Internet Agreement, and the Condominium Corporation hereby agrees to indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
 - b) any security heretofore provided or posted by the Declarant with Rogers (to ensure the fulfilment of any outstanding obligations arising under the Bulk Internet Agreement) being drawn down upon by Rogers (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity);
4. That the Condominium Corporation shall at all times permit Rogers and its authorized agents, representatives, employees and designated contractors the free and unimpeded access and egress over the common elements of this Condominium in order to facilitate any required maintenance, repair and/or replacement work with respect to any portion of the Rogers' Internet Equipment, or otherwise in connection with the provision by Rogers of bulk internet service to the residents of this Condominium;
5. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Declarant and/or Rogers may hereafter require, from time to time, in order to evidence and confirm the foregoing; and
6. That Rogers shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all of the Declarant's covenants, obligations and liabilities arising under (or in connection with) the Bulk Internet Agreement, pursuant to the foregoing provisions hereof, notwithstanding that Rogers is not a signatory to these presents.

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

ALTERRA-FINER (RICHMOND STREET) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Name:
Title:

I have authority to bind the Corporation

Schedule X - Bulk Agreement

Bulk Internet Agreement

Contract No.

Schedule "X" - Bulk Internet Agreement

September 12, 2018

Contract No.

Alterra – Finer (Richmond Street) Limited
c/o 920 Yonge Street
Suite 1000
Toronto, Ontario
M4W 3C7

Attention: Robert Cooper

Re: Bulk Internet Services offered by Rogers Communications Inc. ("Rogers") to Alterra – Finer (Richmond Street) Limited ("Declarant") for the mixed use condominium project comprising approximately 126 dwelling units known as "Rush" constructed upon the premises located at 520 Richmond Street, Toronto, Ontario ("Premises")

We are pleased to offer the Internet services ("Internet Services") described in Schedule "A" to the occupants of the Premises on the following terms and conditions:

1. Rogers and the Declarant agree that Section 7 of the Transfer of Easement between the parties which provides that Rogers and any other service providers shall only be permitted to provide Communication Services on a direct resident pay basis, shall not apply to the provision of Internet Services under and during the term of this agreement and any extension(s) thereof.
2. Rogers will provide the occupants of the Premises with Internet Services on a bulk billing basis to the Declarant. The internet modems that are provided shall remain the property of Rogers at all times and shall be returned to Rogers in good working order, reasonable wear and tear excepted, upon expiry or termination of this agreement.
3. The Declarant agrees to pay to Rogers service charges ("Periodic Billing") calculated in accordance with the provisions of Schedule "A".
4. This agreement shall be for a term of six (6) years commencing on the date of first occupancy of the Premises. The condominium corporation to be created upon the registration of the Premises as a plan of condominium, shall assume this agreement and shall have the right to extend the term of this agreement for an additional term of four (4) years at the rates set out in Schedule "A" (the "Option") provided that the Declarant or the condominium corporation exercises such right by notice in writing to Rogers at least ninety (90) days before the end of the term. If the Option is not exercised and Rogers continues to provide Internet Services to the condominium corporation after the end of the term, this agreement shall continue on a month to month basis and the monthly rate so payable by the condominium corporation shall be equal to 150% of the rate that would be charged if the Option had been exercised.
5. Any notice relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the addresses noted below.
6. This agreement is subject to the laws and regulations of applicable regulatory authorities which will prevail in the event of a conflict. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons and circumstances beyond their reasonable control shall be excused for the period of such delay. Any amendment to this agreement shall be in writing and signed by the parties.

7. This agreement shall enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns. Upon the assumption of this agreement by the condominium corporation and the delivery to Rogers of evidence of such assumption by the condominium corporation, the Declarant shall thereupon automatically be released from all further obligations to Rogers under this agreement and all references to the Declarant shall thereafter be deemed to mean the condominium corporation.

We look forward to providing services to you and the residents. Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

A photocopy, a telefaxed copy or a scanned / emailed copy of this executed agreement may be relied upon to the same extent as if it were an originally-executed version.

Yours very truly,

Rogers Communications Inc.

855 York Mills Road
Don Mills, Ontario
M3B 1Z1
Facsimile: (416) 446-7416
Attn: Director, Major Accounts

Alterra – Finer (Richmond Street) Limited

c/o 920 Yonge Street
Suite 1000
Toronto, Ontario
M4W 3C7
Attn: Robert Cooper

Agreed and accepted this _____ day of _____, 2018.

Per: _____
Name: Stephen Marshall
Title: Director, Major Accounts

Per: _____
Name:
Title:

Per: _____
Name: Michael Krstajic
Title: Vice-President, Major Accounts

Per: _____
Name:
Title:

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

Schedule "A"
Bulk Internet Services and Rates

Address of Property: 520 Richmond Street, Toronto, Ontario

Section 1 - Description of Internet Services

Rogers Ignite™ 250u - High-Speed Internet service including Rogers Advanced Wi-Fi Modem

Specifications¹:

Download - Up to 250 Mbps

Upload - Up to 20 Mbps

Unlimited usage

- 1 Speed may vary with Internet traffic, server gateway/router, computer (quality, location in the home, software and applications installed, home wiring, home network or other factors.

Section 2 - Activation & Billing

The Declarant acknowledges end users access to the Internet Services will be subject to acceptance of, and compliance with, Rogers' Acceptable Use Policy and Terms and Conditions of Service established by Rogers from time to time, posted at www.rogers.com/terms

Section 3 - Periodic Billing

- a) The Declarant agrees to pay the monthly billing set out in the following table, based on the periodic rate multiplied by the number of residential condominium units within the Premises:

Period	Rate		Units		Monthly*
Year 1	\$23.00	x	126	=	\$2898.00
Year 2	\$30.00	x	126	=	\$3780.00
Year 3	\$35.00	x	126	=	\$4410.00
Year 4	\$40.00	x	126	=	\$5040.00
Year 5	\$50.00	x	126	=	\$6300.00
Year 6	\$65.00	x	126	=	\$8190.00
Option Period					
Year 7	\$65.00	x	126	=	\$8190.00
Year 8	\$66.95	x	126	=	\$8435.70
Year 9	\$68.96	x	126	=	\$8688.96
Year 10	\$71.03	x	126	=	\$8949.78
* ALL APPLICABLE TAXES ARE EXTRA					

The rates provided above assume that the first occupancy of the Premises takes place on or before December 31, 2021 and will apply to (a) to approximately 4 common elements service areas if the Owner wishes to subscribe for such services for such common elements within the Premises; and (b) to any additional dwelling units that may be constructed by the Declarant on the Premises over and above the anticipated 126 dwelling units. This agreement does not extend to commercial condominium units. If the first occupancy takes place in 2021 or later, the rates shown above shall increase by 3% each year. For example, if first occupancy takes place in 2022, the rate for the first 12 months will be \$23.69.

Schedule "A"
Bulk Internet Services and Rates

- b) The monthly billing shall commence upon the first day of the month in which the Premises begins to occupy and shall commence at the initial Periodic Billing Rate, discounted for the first six months of the term in accordance with the following table:

Month	% of Rate Charged
1	15.00%
2	28.00%
3	45.00%
4	72.00%
5	100.00%
6-30	100.00%

Section 4 - Default

In the event that the Declarant fails to pay the Periodic Billing as aforesaid, the Declarant will pay interest on such overdue accounts at the rate of 1% per month calculated and compounded monthly on the overdue amounts (12.6825% per year), not in advance, from the due date until paid in full. In addition to the foregoing, if the Declarant fails to make any payments as aforesaid, Rogers may give notice to the Declarant requesting full payment and if the Declarant fails to cure such default within ten (10) days of receipt of notice, Rogers will have the right to a) suspend service to the Declarant until such default is remedied or (b) terminate this agreement. Despite suspension of service, the Declarant shall remain liable for Periodic Billing to the date of expiry or earlier termination of the agreement. In addition, temporary or permanent suspension of service to an end user as a result of violating Rogers' Acceptance Use Policy or material terms or conditions of the Terms of Service shall not result in a reduction in the Periodic Billing to the Declarant.

CERTIFICATE IN RESPECT OF A BY-LAW

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01) *Condominium Act, 1998*

Toronto Standard Condominium Corporation No. _____

(known as the "Corporation") certifies that:

1. The copy of by-law number 4, 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. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply]*.
4. *Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____

Name - Title

I have authority to bind the Corporation

SCHEDULE "A"
TO CERTIFICATE IN RESPECT OF A BY-LAW OF
TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter referred to as this or the "Condominium" or this or the "Corporation")
BY-LAW NUMBER 4

WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this by-law;

AND WHEREAS ALTERRA-FINER (RICHMOND STREET) LIMITED (the "Declarant") constructed and completed this Condominium such that the ground water emanating from or through this Condominium's building foundation (and/or its appurtenant drainage system) is being discharged directly into the City of Toronto's sanitary sewer system and has entered into a sanitary sewer discharge agreement dated _____ directly with the City of Toronto (the "Sanitary Water Discharge Agreement");

AND WHEREAS pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time, this Condominium shall be obliged to enter into, and abide by and comply with: (i) an assignment/assumption agreement with the Declarant and the City of Toronto, evidencing this Condominium's assumption of all obligations of the Declarant arising under the Sanitary Discharge Agreement having substantially the same form and content as the City's template agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Sanitary Discharge Assumption Agreement"), or alternatively (ii) a sanitary sewer discharge agreement directly with the City of Toronto, which may be similar to (but not necessarily identical to) the Sanitary Discharge Agreement (hereinafter referred to as the "Condominium's Sanitary Discharge Agreement");

AND WHEREAS this by-law is being enacted to formally authorize and approve of the Condominium's execution and delivery to the City of Toronto of either the Sanitary Discharge Assumption Agreement or the Condominium's Sanitary Discharge Agreement, as and when requested or required to do so by the Declarant or the City of Toronto (as the case may be), as well as the Condominium's performance and fulfilment of all obligations arising thereunder or therefrom, and all costs and expenses incurred in connection therewith (hereinafter collectively referred to as the "Ground Water Discharge Obligations");

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation shall hereafter enter into (and shall abide by and comply with) the Sanitary Discharge Assumption Agreement and/or the Condominium's Sanitary Discharge Agreement, as and when the Declarant or the City of Toronto requests this Condominium to do so, and said agreement shall contain terms and provisions which are similar to those set forth in the draft sanitary sewer discharge agreement annexed thereto as Schedule "A", and shall correspondingly pay:
 - a) all applicable ground water discharge fees that are charged by the City of Toronto from time to time in connection with the discharge of the Condominium's ground water directly into the sanitary sewer system (and with the City of Toronto currently charging an annual rate or fee of approximately \$2.17 per cubic meter of ground water so discharged into the City of Toronto's sanitary sewer system, payable quarter yearly, and which charges may be increased by the City of Toronto on an annual basis, at the sole discretion of the City of Toronto); and
 - b) all charges for the periodic testing and/or monitoring of the ground water discharge flow rates, and all other costs and expenses incurred pursuant to the provisions of the Sanitary Discharge Assumption Agreement and/or the Condominium's Sanitary Discharge Agreement, or otherwise incurred in order to comply with the City of Toronto's requirements with respect to ground water discharge as outlined in (or prescribed by) the City of Toronto's Municipal Code, Chapter 681, as amended from time to time;
2. That the Corporation shall fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention by this Condominium of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);
3. That the Corporation shall fully indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach or contravention of any of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time, so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
 - b) any security heretofore provided or posted by the Declarant with the City of Toronto [ie. to ensure the fulfilment of any outstanding obligations applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time], being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach or contravention of any such obligations so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

4. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Sanitary Discharge Assumption Agreement or the Condominium's Sanitary Discharge Agreement (as the case may be), with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary thereto, and all amendments and/or addendums thereto from time to time. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

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

Dated this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:

Title:

I have authority to bind the Corporation

Schedule A to By-Law No.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION ("Assignment Agreement") is made as of this ____ day of _____ by and among:

CITY OF TORONTO
("City")

- and -

("Assignor")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
("Assignee")

(collectively, the above are referred to as the "Parties")

WHEREAS the City and the Assignor entered into a sanitary sewer discharge agreement dated the ____ day of _____ (the "SSDA"), under which the Assignor was authorized to discharge private water from its lands and premises located at _____ Toronto, ON (the "Premises"), to the extent and subject to the terms and conditions set out in the SSDA;

AND WHEREAS a true copy of the SSDA is attached hereto as Schedule A;

AND WHEREAS the SSDA cannot be transferred or assigned by the Assignor to the Assignee without the prior written consent of the City;

AND WHEREAS the Assignor and the Assignee have requested that the City consent, upon the terms and conditions set forth herein, to the assignment of all of the Assignor's rights, covenants, obligations, conditions, duties and liabilities under the SSDA (the "Assigned Rights and Obligations") to the Assignee and the Assignee has agreed to accept such assignment and to assume all Assigned Rights and Obligations of the Assignor under the SSDA;

AND WHEREAS the General Manager of Toronto Water, on the terms and conditions set out in this Assignment Agreement and Chapter 681 of the City of Toronto Municipal Code ("Chapter 681"), consents to the assignment of Assigned Rights and Obligations of the Assignor under the SSDA to the Assignee;

AND WHEREAS the Assignor registered a condominium declaration on title to the Premises on the day of _____ as Instrument No. AT _____ (the "Declaration") creating the Assignee;

AND WHEREAS the Parties have agreed to terms and conditions related to the assignment and assumption of the Assignor's rights and obligations under the SSDA;

IN CONSIDERATION of the above and the mutual agreements contained in this Assignment Agreement (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

1. Interpretation

Unless otherwise defined, all capitalized terms used in this Assignment Agreement that are not defined herein shall have the same meanings as given to them in the SSDA.

The recitals set forth at the beginning of this Assignment Agreement shall be deemed to be an integral part of this Assignment Agreement, and are hereby incorporated in this Assignment Agreement.

2. Assignment

- (1) Subject to the terms and conditions of this Assignment Agreement, the Assignor hereby assigns to the Assignee, effective as of 12:01 a.m. (Toronto time) on _____ (the "Effective Date"), all of its Assigned Rights and Obligations in and under the SSDA, subject to the conditions of this Assignment Agreement. Each of the Assignor and the Assignee agrees to execute and deliver such further agreements, documents and instruments and perform all such further acts and things as may be reasonably required or requested by a Party in confirmation of, and to give full effect to, the intents and purposes of this Assignment Agreement.
- (2) The Assignee hereby accepts the assignment of the SSDA and transfer of the Assigned Rights and Obligations and agrees with the City, from and after the Effective Date, to be bound by and to observe, assume, carry out, perform and fully discharge the covenants, obligations, conditions, duties and liabilities of Assignor under the SSDA ("Assigned Obligations"), to the same extent and with the same force and effect as if it had been a party to the SSDA.
- (3) The Assignor is and shall remain responsible for and bound by all covenants, obligations, conditions, duties and liabilities accrued, existing or arising or attributable to the period prior to the Effective Date of the assignment.

3. City Not Privy To Declaration

The Parties acknowledge that the City has no knowledge of the Declaration and the Assignor and the Assignee acknowledge that, in giving its consent to this assignment, the City is not to be taken as approving or disapproving of the Declaration or of any aspect of the transaction between the Assignor and the Assignee.

4. Disputes Between Assignor And Assignee

Should any dispute arise between the Assignor and the Assignee that concerns either party's obligations to the City under the SSDA or this Assignment Agreement, in no event shall the City be required by either party to participate in any such dispute, unless the party requesting such participation enters into a written agreement satisfactory to the City to compensate and indemnify the City for any and all of its reasonable costs and expenses arising from such participation (including, without limitation, administrative and legal expenses). Nothing in this Assignment Agreement shall fetter the authority or discretion of the City or the General Manager of Toronto Water under the SSDA or Chapter 681.

5. Representations, Warranties and Covenants

- (1) The Assignor represents and warrants, subject to the consent of the City, that it has full power and authority to assign the SSDA to the Assignee and is not in breach of any of its covenants, obligations, conditions, duties and liabilities under the SSDA.
- (2) The Assignee represents and warrants, subject to the consent of the City, that it has full power, authority and ability to assume the Assigned Obligations.
- (3) The Assignee represents that it has read and is fully familiar with the terms and conditions of the SSDA and agrees to abide by and to be subject to all such terms and conditions. The Assignee covenants and agrees to observe, perform, accept and assume all of the Assigned Obligations as if the Assignee had been an original party to the SSDA, as of and after the Effective Date of the assignment.
- (4) The Assignee acknowledges and agrees that neither this consent nor the performance of any of the Assigned Obligations by the Assignee shall waive or modify in any respect the rights of the City under the SSDA.
- (5) The Assignor shall remain responsible for any and all outstanding Claims to which the Assignor is responsible under the SSDA or is responsible in law or in equity in respect to an act or omission of the Assignor related to the SSDA, accrued, existing or arising or attributable to the period prior to the Effective Date of the assignment.

- (6) Notwithstanding anything to the contrary in this Assignment Agreement, the Assignor shall continue to be responsible for its obligations in respect to record keeping and making such records available to the City, for the period prior to the Effective Date.
- (7) The Assignee shall provide to the City the Assignee's current contact information including, but not limited to, the Assignee's municipal address, utility account number, telephone number, cell phone number and email address.
- (8) The Assignor and Assignee shall be jointly responsible for the smooth transition of the Assignor's services under the SSDA.

6. Consent to Assignment

In consideration of the representations and promises in this Assignment Agreement of the Assignor and Assignee, the City hereby consents to the assignment as set out in this Assignment Agreement and accepts the Assignee as a party to the SSDA, and agrees that as of the Effective Date, the Assignee shall be entitled to hold and enforce all of the benefits, rights and privileges of the Assignor under the SSDA as if Assignee had been originally named as a party to the SSDA, and from and after the Effective Date, the SSDA shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of Assignor; provided, however, that the Assignee shall not be liable for any obligations or liability under the SSDA that accrued prior to the Effective Date.

7. Notice to the Assignee

All notices and other communications which are to be given under this Assignment Agreement shall be given in accordance with the notice provisions set forth in the SSDA. For the purpose of notice under the SSDA, notice to the Assignee is to be addressed to:

Assignee's Contact Information	
Representative's Name -	Property Manager
Contact Address -	
Telephone Number	
Cell Number -	N/A
Email Address -	

8. Amendment of Assignment Agreement

This Assignment Agreement may not be changed or amended, except by a writing signed by each of the Parties.

9. Binding Nature

This Assignment Agreement is binding on and enures to the benefit of the Parties hereto and their respective administrators, trustees, receivers, successors and assigns. Neither this Assignment Agreement nor any of the rights or obligations under this Assignment Agreement is assignable or transferable by either the Assignor or the Assignee without the prior written consent of the City.

10. Governing Law

This Assignment Agreement is and shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to this Assignment Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario. In the event that there is no applicable Court or tribunal sitting in Toronto, the proceeding shall be brought in the court (or other forum) of competent jurisdiction nearest to the City of Toronto within the Province of Ontario. The Parties each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in accordance with the foregoing.

11. Entire Agreement

This Assignment Agreement, together with the SSDA, contains the entire agreement and understanding of the Parties with respect to the subject matters hereof and supersedes and cancels any and all prior and contemporaneous negotiations, discussions, understandings and agreements, whether oral or written, among the Parties with respect thereto.

It is agreed that there are no representations, warranties, collateral contracts or conditions affecting this Assignment Agreement or subject matter hereof, except as specifically expressed in it. No amendment, modification or supplement to this Assignment Agreement shall be valid or binding unless set out in writing and executed by the Parties.

IN WITNESS WHEREOF the Parties have caused this Assignment Agreement to be executed by their proper signing officers duly authorized in that behalf as of the date first written above.

SIGNED, SEALED AND DELIVERED) CITY OF TORONTO
)
 in the presence of:)
)
) _____
) General Manager, Toronto Water
)
)
)
) ("ASSIGNOR")
)
)
) _____
) Name:
) Title:
) _____ (c/s)
)
) Name:
) Title:
)
) I/We have authority to bind the Corporation.
)
)
) TORONTO STANDARD CONDOMINIUM
) CORPORATION NO. XXXX ("ASSIGNEE")
)
)
)
) _____
) Name:
)
)
) _____
) Name:
)

SCHEDULE "A"

Sanitary Sewer Discharge Agreement dated _____
Between the City of Toronto and _____

See attached.

Schedule "A"

Sanitary Discharge Agreement – Ver. LS 06.16.16

SANITARY DISCHARGE AGREEMENT

THIS AGREEMENT, made in quadruplicate this day of 20'

BETWEEN:

CITY OF TORONTO
(hereinafter called the "City")

Of The First Part

- and -

(hereinafter called the "Discharger")

Of The Second Part

WHEREAS City of Toronto Municipal Code Chapter 681, Sewers, ("Chapter 681") regulates the discharge of Private Water directly or indirectly to a City sanitary sewer or combined sewer;

AND WHEREAS Chapter 681 provides that the City may permit the discharge of Private Water directly or indirectly to a City sanitary sewer or combined sewer which would otherwise be prohibited by subsection 2C(1) of Chapter 681 to the extent fixed by Chapter 681 and this agreement with the City on such rates, terms and conditions as deemed appropriate by the City;

AND WHEREAS the Discharger wishes to discharge, from its Premises, Private Water into a City Sewer which enters the City's Sewage Works;

AND WHEREAS the discharge of Private Water into the Sewer by the Discharger results in materially adding to the cost of treatment at the municipal Sewage Works and Chapter 681 provides that an additional sewage service rate (the "sanitary discharge rate") may be charged by the City to compensate the City for its additional water pollution control treatments and measures, and costs of operation, repair and maintenance of the Sewage Works;

AND WHEREAS this Agreement sets out the terms and conditions and extent to which the Discharger may discharge Private Water from its Premises to the City's Sewer within the requirements of Chapter 681;

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. Interpretation

"Agreement" means this agreement between the City and the Discharger.

"Chapter 441" means the City of Toronto Municipal Code Chapter 441 – Fees and Charges including schedules thereof, as amended from time to time.

"Chapter 681" means the City of Toronto Municipal Code Chapter 681 – Sewers, as amended from time to time.

"City" means the City of Toronto and as the context requires includes any of its designated personnel who are authorized to represent the City and also includes an employee authorized and designated to exercise a discretion on behalf of the City.

"Claims" or "Claim" means any demands, claims, actions, causes of action, suits, proceedings, executions, liens and otherwise for, without limitation, liabilities, damages and loss of any kind and any nature whatsoever including but not limited to property damage or loss, bodily injury and death, loss of reputation, loss of opportunity, economic loss, royalties, judgments, fines, penalties, interest, charges, expenses and costs (including legal costs on a substantial indemnity basis).

"Contaminant" has the same meaning as in the *Environmental Protection Act*, R.S.O. 1990.

"Dangerous Goods" has the same meaning as in the *Transportation of Dangerous Goods Act*, 1992 (Canada).

"EM&P" means the Environmental Monitoring & Protection Unit of Toronto Water, City of Toronto or its successor.

"General Manager" means the General Manager of the Toronto Water Division of the City of Toronto or such person's designate and means the General Manager as defined in Chapter 681.

"Ground Water" shall have the same meaning as in Chapter 681.

"Hazardous Waste" has the same meaning as in the *Canadian Environmental Protection Act*, 1999 (1999, c. 33) and *Environmental Protection Act*, R.S.O. 1990.

"including" means "including but not limited to" and "includes" means "includes but is not limited" and neither shall be construed as expressing a limited group or class, unless expressly stated to do so.

"Law" or "Laws" means all applicable statutes, laws, orders-in-council, by-laws, regulations, codes, ordinances, notices, rulings, orders, directives, requirements, policies and controls of the federal, provincial and municipal governments, including a by-law of the municipal council of the City and all applicable court orders, judgments and declarations of a court or tribunal of competent jurisdiction; and a reference to any Law or to a provision thereof shall be deemed to include a reference to any Law or provision enacted in substitution therefor or amendment thereof.

"MOECC" means the Ontario Ministry of the Environment and Climate Change.

"Premises" means the lands and premises municipally known as:
owned by the Discharger.

"Private Water" means water originating from a source other than the City's water supply and includes water originating from:

- (a) Storm Water and/or Groundwater accumulating or collected on private lands, or
- (b) private waterworks system, or
- (c) a well or any other subsurface extraction of groundwater, or
- (d) a permanent or temporary wastewater pond, water retention site or other area or site of surface water collection, whether natural or man-made, created, used or caused by or for renovation, repair, maintenance, demolition, construction-related or land development activity or activities, or
- (e) a tank, tanker truck, vessel, or other means of water storage and not supplied by the City, or
- (f) the permanent or temporary alteration of a natural or pre-existing drainage pattern, or
- (g) any combination of the above-noted activities, where the water from such activity would be discharged to City Sewage Works and such activity is related to renovation, repair, maintenance, demolition, construction or land development activity or activities at a property.

"Prohibited Waste" means those wastes which are prohibited from discharge under this Agreement and, save and except those discharges permitted by this Agreement, under Chapter 681 and includes a Contaminant, a Toxic Substance, Dangerous Goods and Hazardous Waste.

"Schedule A" means the schedule of maximum flow rate, discharge location, sampling access point, acceptable analytical methods and additional terms and conditions for alternative method of storage or disposal and for discharge, attached to this Agreement as Schedule A, which is incorporated into this Agreement.

"Schedule B" means the Private Water Discharge Log template attached to this Agreement as Schedule B which is incorporated into this Agreement.

"Sewage" shall have the same meaning as in Chapter 681.

"Sewage Works" shall have the same meaning as in Chapter 681.

"Sewer" means a City sanitary sewer or sewers or combined storm and sanitary sewer or sewers, each as defined in Chapter 681.

"Storm Water" shall have the same meaning as in Chapter 681.

"Toxic Substance" has the same meaning as in the *Canadian Environmental Protection Act, 1999* (1999, c. 33).

Any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person delegated, in accordance with any applicable by-laws and policies of the City, the authority of that person, officer or representative of the City so referenced or otherwise duly authorized as a representative of that person to the extent of such authorization.

A reference to any bylaw, policy, rule or procedure or to a provision thereof shall be deemed to include a reference to any bylaw, policy, rule or procedure or provision enacted in substitution thereof or amendment thereof.

Any person, firm or corporation engaged by the Discharger to perform testing, validation or calibration under this Agreement shall be fully qualified to do so and hold all required accreditations, licences or other qualifications as may be required by Law, including those required by Chapter 681, any City licensing by-laws, and regulations under any provincial or federal regulatory body.

For further clarity and in no way limiting the discretion of the General Manager, the Discharger shall not be "in good

standing” where the Discharger has any outstanding amount (including any rate, charge, fee or fine) due and owing to the City or has otherwise, in any manner, breached or contravened this Agreement.

2. Chapter 681 Agreement

This Agreement constitutes an agreement under subsection 6.A.(2) of Chapter 681 and is subject to any restrictions on agreements under Chapter 681 and to any restrictions on connections to the Sewage Works set out in section 11 of Chapter 681. The terms and conditions for the discharge of Private Water, to the extent permissible under Chapter 681, are set out in this Agreement. In all other respects, Chapter 681 shall apply.

3. Term

(a) This Agreement shall commence on January 1, 2019 and continue until December 31, 2019 (the “Term”).

(b) Renewal of Term

Provided that:

- (i) This Agreement has not been terminated early, for any reason, in accordance with its terms and conditions;
- (ii) Notice of termination of this Agreement has not been provided under subsection 3(c) of this Agreement; and
- (iii) Neither the City nor the Discharger has provided the other with written notice, no later than thirty (30) days prior to the end of the current Term, of its intent to terminate this Agreement at the end of its current Term.

This Agreement herein shall be automatically renewed for a further Term of one (1) year and renewed annually thereafter, on the same terms and conditions as contained in this Agreement, subject to the following exceptions:

- a. The length of the subsequent Term shall be one (1) year if the original Term is otherwise; and
- b. The discharge rates payable under this Agreement shall be adjusted to then prevailing City rates.

All other provisions contained in this Agreement shall remain the same including the right to renew for subsequent Terms, unless expressly amended in accordance with the terms of this Agreement.

(c) Notwithstanding subsection 3(b) above and without limiting the provisions of section 12, 13 or 14 of this Agreement, in the event that the General Manager determines that the Discharger is not in good standing under this Agreement, the General Manager may notify the Discharger accordingly at or before the end of the current Term and this Agreement shall end at the earlier of:

- (i) The termination date established under section 12; or
- (ii) The end of the current Term.

Provided, however, where notification is by mail and the notification herein has not been mailed at least three (3) business days prior to the end of the then current Term, the Term shall continue until the effective date of notification as determined by section 20 of this Agreement.

4. Representations of Discharger

(a) The Discharger represents and warrants that:

- (i) It has all requisite powers and capacities to enter into, perform and comply with its obligations under, this Agreement;
- (ii) It is not a party or subject to any third party contract or legal obligation under the terms of which it is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Discharger under this Agreement;
- (iii) The representations and information set out in its application for this Agreement are true and accurate in all respects; and
- (iv) To the best of the Discharger’s information and belief after making diligent inquiries, the Discharger is not aware of any material fact(s) or circumstance(s) having a bearing upon its representations in its application to the City for this Agreement or its ability to perform its obligations under this Agreement which have not been fully disclosed to and accepted by the City, both in writing, prior to entering into this Agreement.

(b) The Discharger shall forthwith advise EM&P in writing in the event it becomes aware of any material fact or circumstance which may arise, at any time, which may:

- (i) Affect a representation made by the Discharger in its application for this Agreement, or

- (ii) Have a bearing upon its ability to perform its obligations under this Agreement, or
 - (iii) Affect the quality, quantity, flow rate or duration of any discharge from the Premises.
- (c) The Discharger acknowledges that the City, in entering into this Agreement, is relying on the Discharger's representation and warranty that its representations and information set out in its application for this Agreement are true and accurate in all respects.

5. General Conditions of Discharge

- (a) The authority of the Discharger to discharge Private Water from its Premises into the City's Sewage Works is subject to the following conditions:
- (i) The Discharger is and continues to remain in good standing under this Agreement;
 - (ii) The Private Water shall be in strict compliance of all terms and conditions of this Agreement and Chapter 681;
 - (iii) The Private Water does not contain any Prohibited Waste; and
 - (iv) Such additional conditions as may be specified in Schedule A.

Failure to comply with any of the above conditions shall constitute a material default under this Agreement and, in addition to any privileges, rights or remedies of the City under this Agreement or otherwise in contract, at Law or in equity, the City may immediately suspend, terminate or revoke any discharge privileges granted under this Agreement.

- (b) Notwithstanding any authorization of a discharge in this Agreement, the City reserves the right to suspend the Discharger's authorization to discharge or reduce the quantity of such discharge immediately upon notice to the Discharger in the event, in the determination of the General Manager, an overcharge or surcharge of the City's Sewage Works or any part thereof may occur or the City ceases to have, whether temporarily or permanently, the capacity to handle the maximum discharge load.

(c) Alternative Method Of Storage Or Disposal

As a condition precedent to the discharge of Private Water from its Premises into the City's Sewage Works, the Discharger shall have and prudently maintain at its Premises an alternative method of storage or disposal of the Private Water in the event of a suspension or termination of this authorization to discharge. The General Manager may impose, in Schedule A, such other terms and conditions with respect to the suspension or reduction of the discharge.

6. Authorization to Discharge and Discharge Limits

- (a) Provided that the Discharger is in compliance with this Agreement, the Discharger shall be permitted to discharge Private Water from its Premises to the City's Sewer to the extent permitted by this Agreement.
- (b) The quantity, quality and properties of the Private Water discharged by the Discharger from its Premises to the City's Sewer shall not exceed the restrictions and limits set by subsection 2A of Chapter 681 or the maximum discharge rate set out in Schedule A to this Agreement.
- (c) Prior to the authorization by the General Manager of the discharge of any Private Water from the Discharger's Premises into the City's Sewer taking effect under this Agreement, the Discharger shall conduct a sample of the Private Water to be discharged to confirm that the Private Water discharged from its Premises will comply with Chapter 681 and, in particular, Section 2. The acceptable analytical methods for testing, measurement, analysis and examination shall comply with any restrictions set out in Schedule A and this section.
- (d) The sample required by subsection (c) of this section shall be taken at the maintenance access hole or the alternative device, where authorized by the General Manager, required under Section 681-10 of Chapter 681 and designated in Schedule A (collectively the "Sampling Access Point"). This sampling shall be carried out by a person qualified to perform such sampling and the sample shall be submitted to a laboratory for testing and analysis in accordance with subsection (g) of this section. A written copy of the chain of custody for the sample together with the certificate of analysis from the laboratory shall be sent directly to the EM&P by such person contemporaneously with the results being communicated to the Discharger. Where the results indicate that the Private Water does not meet the requirements of Chapter 681, this Agreement shall not take effect until such compliance can be achieved by the Discharger and a subsequent sampling/testing is performed, and delivered to the EM&P in the same manner as the original sample/test, confirming such compliance.
- (e) Where the Term of this Agreement is renewed for a second or more additional Term(s), the Discharger shall, no

earlier than January 1 and no later than May 1 of the second Term of this Agreement and of each successive Term thereafter for as long as this Agreement remains in effect, conduct a sample of the Private Water discharged to the City's Sewer at the Sampling Access Point to confirm that the Private Water complies with Chapter 681. The testing and delivery of the results and certificate of analysis shall be in the same manner as in subsection (d) of this section and no later than May 15th of each successive Term. In the event that the testing results and certificate of analysis are not delivered as required or the results or certificate indicate non-compliance with this section, the City may exercise its rights under subsection 12(a) of this Agreement.

- (f) EM&P may, from time to time and without notice, randomly sample the Private Water at the Sampling Access Point. The Discharger shall provide EM&P access, without notice, for this purpose. The Discharger shall take all reasonable efforts to protect any City sampling equipment on its Premises from disruption, damage, tampering or other actions that may affect its proper operation. Where EM&P reasonably determines that access to the Premises, security of sampling equipment or availability of City resources do not permit such a sampling method, the City may use such other method or methods as the General Manager determines appropriate and practical in the circumstances to determine compliance with Chapter 681.
- (g) For the purposes of this Agreement, any testing or analysis of samples and the certificate of analysis of the Private Water to be discharged under this Agreement shall be carried out and issued by a Canadian laboratory accredited and licensed by the Standards Council of Canada and/or Canadian Association for Laboratory Accreditation.
- (h) In the event of any disagreement between the General Manager and the Discharger as to the quality and/or properties of a water or wastewater sample, the determination of the General Manager shall govern.

7. Prohibited Discharge

- (a) Any discharge of Private Water by the Discharger from its Premises, not in compliance with section 6 of this Agreement, is prohibited and shall constitute a material default under this Agreement and may constitute a contravention of Chapter 681.
- (b) The Discharger shall notify the General Manager by telephone forthwith, and in writing as soon as possible thereafter, upon discovering any discharge from its Premises not in compliance with Chapter 681 or this Agreement or any other unauthorized discharge by the Discharger. The Discharger shall notify the General Manager in writing prior to any change in its wastewater processes or operations or Private Water flows that may affect its compliance with the discharge limits and prohibitions under this Agreement and Chapter 681. A spill report shall be submitted within five (5) days of the occurrence of a spill in accordance with section 9 of Chapter 681.
- (c) At any time, the General Manager may notify the Discharger where the Private Water discharged by the Discharger has exceeded the permitted limits set out in section 6 of this Agreement.
- (d) Without limiting or prejudicing, and in addition to, any other right or remedy the City may have under this Agreement, in Law or equity in respect to a prohibited discharge, the City may charge the Discharger a reasonable amount, as determined by the General Manager, to compensate the City for its administrative and enforcement costs and additional costs of treatment and control of the Private Water and of operation, repair and maintenance of the City's Sewage Works in respect to or as a result of a prohibited discharge.

8. Discharge Rates

- (a) The Discharger hereby covenants and agrees to pay to the City, for the discharge of Private Water permitted under this Agreement, an amount calculated by the General Manager by multiplying the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer by the rate established by the City from time to time under Chapters 441 and 681 of the City of Toronto Municipal Code.
- (b) Except as otherwise provided in this section, the Discharger shall install a properly functioning flow measuring device or meter, approved by the General Manager, to measure the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer.
- (c) Where the Discharger has installed a properly functioning flow measuring device or meter, in accordance with the City's specifications and approved by the General Manager, to measure the volume of Private Water discharged to the City's Sewer, the volume of Private Water discharged to the City's Sewer shall be the volume measured by that device or meter. The Discharger shall have the flow measuring device or meter calibrated by an independent party qualified to perform such calibration prior to such measuring device or meter being accepted for use under this Agreement. The Discharger shall direct such independent testing party to deliver a written copy of the calibration results and report directly to the EM&P contemporaneously with the results being communicated to the

Discharger. For further clarity, at a minimum, a flow measuring device or meter shall be non-resettable, digital and have a percentage accuracy of +/- 2%.

- (d) Where the General Manager determines, in the exercise of a sole discretion, that the Discharger:
- (i) has not installed a properly functioning flow measuring device or meter to measure the volume of Private Water discharged to the City's Sewer, or
 - (ii) has installed a flow measuring device or meter but it does not properly function or operate or is otherwise inaccurate,
- Until such time as a properly functioning flow measuring device or meter is installed to the satisfaction of the General Manager, the General Manager may at his sole discretion, for the purpose of establishing the amount payable under subsection (a) of this section:
- a. Estimate the volume of Private Water discharged to the City's Sewer in the calculation of the required payment until compliance is achieved, or
 - b. Fix the volume of Private Water discharged to the City's Sewer, in the calculation of the required payment until compliance is achieved, at the maximum rate of discharge set out in Schedule A of this Agreement.
- (e) For the purposes of subsection 8(d)a., the General Manager may rely on historical discharge data for the Premises, information and data from similar properties, or other information considered relevant by the General Manager; or a combination of the foregoing, in establishing the estimated volume.
- (f) Where the General Manager has determined that a flow measuring device or meter cannot be physically be installed at the Premises, the General Manager may require the Discharger to provide an alternate device or method of establishing actual volumes of Private Water discharged to the City's Sewer to the satisfaction of the General Manager and, until so approved by the General Manager and established, no discharge shall be made to the City's Sewer. Where there has been a discharge prior to such approval, the General Manager may estimate the volume of Private Water discharged to the City's Sewer in the calculation of the required payment in the same manner as in subsection 8(d) of this section.
- (g) The exercise by the General Manager of any method of determining the volume of Private Water discharged to the City's Sewer in the event of non-compliance by the Discharger with the terms and conditions of this Agreement shall in no way limit or restrict any rights or privileges the City may have against the Discharger for non-compliance with this Agreement and shall in no way be considered a waiver or acceptance of such non-compliance.
- (h) The Discharger shall not replace or alter a flow measuring device or meter approved by the General Manager without the written approval from EM&P.
- (i) The parties may agree to amend the discharge flow rate and/or discharge location from time to time by written amendment of Schedule A in accordance with the requirements of this Agreement.
- (j) In the event of a dispute under this section, the determination of the volume by the General Manager shall govern.
- (k) Unless another method or manner of calculation of the volume of Private Water is provided in this Agreement, the Discharger shall meter the volume of all Private Water. The Discharger shall make available and submit to the City's EM&P records (including copies of same) of the meter readings of such Private Water and report the readings of the water meter on the last day of each month, in writing, to the City's EM&P. The report of the meter readings to the City's EM&P shall be in accordance with the Private Water Discharge Log prescribed by the General Manager from time to time. A copy of the current template of the Private Water Discharge Log is attached as Schedule B.
- (l) The Discharger shall retain, at its own expense, an independent party expert to calibrate the flow meter no earlier than January 1 and no later than May 1 of the second Term of this Agreement and of each successive Term thereafter for as long as this Agreement remains in effect. The Discharger shall direct such independent testing party to provide a written copy of the calibration results and report directly to EM&P no later than May 15th of each Term.
- (m) The amount payable pursuant to this section shall be billed by the City on a quarter yearly basis for the periods ending March 31st, June 30th, September 30th and December 31st in each year of the Term.

- (n) All invoices, issued by the City, for the discharge of Private Water and any other charges imposed pursuant to this Agreement or Chapter 681 must be paid by the Discharger within 30 days from the date of the invoice.
- (o) Late payment charges shall be added to all rates and charges that are due and payable under this Agreement at the rate of 1.25% on the first day of default, and every 30 days thereafter during such time as the default continues (15% per annum).
- (p) The Discharger agrees to pay for the discharge of Private Water permitted under this Agreement in accordance with the prevailing rates set by the City, from time to time. The General Manager reserves the right to change the discharge rates and charges set out in this section, at any time, provided that the General Manager shall provide the Discharger thirty (30) days' written notice of such change prior to the implementation of same. Notwithstanding the foregoing, where the discharge rates and charges are changed by resolution of the Council of the City of Toronto, notice of the change in discharge rates and charges shall be deemed to have been given by the City to the Discharger upon the passage of such resolution by the City Council. The discharge rates and charges provided in this section shall be deemed adjusted in accordance with the notice so provided and this Agreement amended accordingly.

9. Warranties of Discharger

The Discharger expressly warrants as follows:

- (a) The Discharger is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Discharger under this Agreement by any agreement (including any lease), constating documents, constitution, legislation, statute, act, regulation, order or otherwise.
- (b) To the best of the Discharger's information and belief and after making diligent inquiries, the Discharger is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement.
- (c) The Discharger shall comply with section 6E of Chapter 681 at all times.

10. Operating Data and Production Records

- (a) The Discharger covenants and agrees, upon the request of the General Manager, to provide such records and documents, including operating data, meter readings and production records, in its possession or control which are reasonably necessary for the purpose of determining the volume of Private Water discharged and compliance with the terms and conditions of this Agreement and the City shall have a right to retain copies of all such records and documents.
- (b) Without limiting the General Manager's powers under Chapter 681, the Discharger agrees that the City and its authorized representatives shall have the right to inspect, test and sample the discharge from the Premises and any discharge measuring device or meter at any time and to enter on and in the Premises to do so. The Discharger shall not open, alter, tamper with, damage or remove or cause or permit, unless otherwise expressly authorized by the City, the opening, alteration, tampering, damage or removal of any City sampling equipment at the Discharger's Premises and the Discharger shall protect such equipment from opening, alteration, tampering, damage or removal while at its Premises.

11. Indemnification

- (a) For the purposes of this section, "City" means the City of Toronto, as well as any and all of its elected officials, representatives, officers, employees, servants, consultants, agents and contractors and "Discharger" means the Discharger as well as any officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, contractor of the Discharger or of any person permitted or allowed by the Discharger to engage in any of the activities of the Discharger under this Agreement.
- (b) The Discharger agrees at all times to defend and indemnify and save the City harmless from and against any and all Claims that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, any of them or to which any of them may be liable by reason of any neglect or default on the part of the Discharger or by reason of the Discharger carrying out or failing to carry out any obligation or responsibility to which it is subject, or by reason of any breach, violation or non-performance of any covenant, term, warranty, condition or provision in this Agreement by the Discharger, except to the extent that the same are caused by the gross negligence or deliberate wrong-doing of the City.
- (c) The right to indemnity provided for in this Agreement and, in particular, this section shall survive the expiration or any termination of this Agreement.

12. Default and Termination

- (a) Without restricting any other privilege, right or remedy of the City provided in this Agreement (including without limitation sections 5, 12(c) and 13), by Law or in equity, in the event that:
- (i) the Discharger has made a misrepresentation in this Agreement or any documentation required to be submitted under this Agreement or in application for this Agreement, or
 - (ii) there has been a material change, as determined by the General Manager, in any representation, information or circumstance set out in the Discharger's application for this Agreement which may alter or affect the quality, quantity, flow rate or duration of any discharge from the Premises or negatively affect or impair the City's Sewage Works or the City's ability or capacity to receive or treat the discharge;
 - (iii) the Discharger has failed to make a payment, as required, under this Agreement, or
 - (iv) the Discharger has breached any of the terms, covenants and/or conditions of this Agreement or failed to perform any of its covenants, responsibilities or obligations in this Agreement,

the General Manager may, in the exercise of a sole and unfettered discretion, terminate this Agreement upon ten (10) days' prior written notice or suspend the authorization of the Discharger to discharge immediately until further notice and reinstate such authorization only upon satisfaction of such terms and conditions as the City deems appropriate to remedy such breach and prevent a reoccurrence of same; and any loss, expense, costs, charges, damages, and/or liability, which may be sustained, paid or incurred by the Discharger or any other person or persons, by reason of such termination or suspension by the City shall be solely borne by the Discharger.

- (b) Notwithstanding the foregoing subsection (a)(iii) of this section and provided that there has not been more than one (1) occurrence of such non-payment during the Term, where the Discharger has failed to make a payment within the time required under this Agreement but remedies such default to the complete satisfaction of the General Manager within five (5) business days of the required time for payment then the General Manager shall not suspend or terminate this Agreement.
- (c) In addition to and without limiting the foregoing subsections (a) and (b) of this section, if the General Manager in the exercise of a sole discretion determines that one or more of the following events may occur, is occurring or has occurred:
- (i) The Discharger is discharging or has discharged Prohibited Waste or is exceeding or has exceeded the maximum discharge limits provided under this Agreement or otherwise discharged Private Water into the City's Sewage Works not in strict compliance with the requirements of this Agreement, Chapter 681 and/or the Law; or
 - (ii) The discharge may cause, or contribute to, or is causing or contributing to, a nuisance or otherwise is interfering with the reasonable use and enjoyment of public or private property or any part thereof; or
 - (iii) The discharge may cause, or contribute to, or is causing or contributing to, damage to or interference with the City's Sewer, its operation or any part thereof, materially increasing their maintenance costs or causing a dangerous condition; or
 - (iv) The discharge may cause, or contribute to, or is causing or contributing to, damage to or interference with the City's Sewage Works, its operation or any process or any part thereof; or
 - (v) The discharge may cause or contribute to or is causing or contributing to:
 - a. The biosolids from the City's Sewage Works to fail to meet any applicable Federal or Provincial Laws or guidelines or affect the quality of the biosolids such that the marketability, sale or general usage of the biosolids for any purpose deemed appropriate by the General Manager may be adversely affected; or
 - b. A contravention of any Laws in respect to the Sewage Works or the effluent discharged therefrom including the *Ontario Water Resources Act*, the *Environmental Protection Act (Ontario)* or the *Fisheries Act, R.S.C. 1985*, or any regulations thereunder; or
 - c. A threat, danger or hazard to any person, property, plant or animal life,

the General Manager may, in the exercise of a sole and unfettered discretion and upon written notice, terminate this Agreement immediately or suspend the authorization of the Discharger to discharge immediately until further notice and reinstate such authorization only upon satisfaction of such terms and conditions as the City deems appropriate to remedy such breach and prevent a reoccurrence of same. Any loss, expense, costs, charges, damages, and/or liability, which may be sustained, paid or incurred by the Discharger or any other person or persons, by reason of such termination or suspension by the City shall be solely borne by the Discharger.

- (d) The Discharger acknowledges and agrees that due to the environmental and health and safety nature of the subject matter of this Agreement, in the event of a breach of this Agreement by the Discharger, the immediate termination of this Agreement is fair and reasonable.

- (e) All costs, expenses and expenditures of the City herein shall be deemed an additional charge due to the City and shall be paid by the Discharger upon demand and, if not so paid, shall bear interest at the rate of 1.25% on the first day of default, and every 30 days thereafter during such time as the default continues (15% per annum).
- (f) If the Discharger is in default of any of its payment obligations pursuant to this Agreement, termination of this Agreement by the General Manager shall not relieve the Discharger from its liability to make any payments, including interest, which are due and outstanding to the City at the date of the termination.
- (g) The Discharger acknowledges that the MOECC will be notified where the Discharger's discharge of Private Water contains Hazardous Waste or it may notify the MOECC if the discharge is otherwise in contravention of restrictions contained in Chapter 681. Such violations will become a public record of the City and the record of same may be disclosed pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.
- (h) Nothing in this Agreement shall limit or otherwise prejudice the City's right to enforce the provisions of Toronto Municipal Code Chapter 681 in the event of non-compliance with such by-law.

13. Emergency Suspension of Discharge

- (a) If the General Manager determines, in the exercise of a sole discretion, that an emergency situation exists in which the continued discharge permitted under this Agreement either alone or in combination with any or all other discharges into the City's Sewage Works or environmental or infrastructure factors or causes:
 - (i) May pose an immediate threat, danger or hazard to any person, property (including the City's water systems or Sewage Works or a part thereof), plant, animal or aquatic life; or
 - (ii) May in any way or manner and notwithstanding whether it may be minimal or not, impair the City's ability to address the threat, danger or hazard or contribute to the threat, danger or hazard in subsection (a)(i) of this section;

The General Manager may at any time suspend this Agreement or any part thereof immediately and without prior notice for such time as the General Manager deems appropriate and until otherwise notified by the City.

- (b) The General Manager will provide notice to the Discharger of the suspension thereafter as soon as practical for the City in the circumstances in the event of such suspension.
- (c) Where such suspension continues for a continuous period of more than thirty (30) days, this Agreement shall terminate on the thirty-first (31st) day of such suspension.

14. Termination by City Without Cause Prior to End of Term

This Agreement may be terminated by the General Manager, without cause, at any time on ninety (90) days' written notice sent to the Discharger.

15. Termination by Discharger Prior to End of Term

- (a) This Agreement may be terminated by the Discharger, without cause, at any time on ninety (90) days' written notice sent to the General Manager.
- (b) Notwithstanding the foregoing, in the event that the General Manager or Council of the City provides public notice of an increase in discharge rates and charges, the Discharger may terminate this Agreement by written notice to the General Manager delivered no later than thirty (30) days after the receipt or deemed receipt of the notice of an increase in discharge rates and charges which termination shall be effective on the last day of such notice period.
- (c) The Discharger shall provide no less than ninety (90) days' prior written notice to the General Manager of any cessation of operations at the Premises. If the Discharger fails to give any such notice, it shall continue to be bound to make all payments required to be made under this Agreement and to be bound by all other of its obligations under this Agreement until such time as the required notice is received by the City.

16. Full Effect of Chapter 681 upon Termination or Expiration

- (a) Upon the termination or expiration of this Agreement, the terms and conditions for the discharge of Private Water permitted under this Agreement shall cease to apply immediately and Chapter 681 shall apply in all respects.
- (b) Termination of this Agreement by either party or expiration of its Term shall not relieve the Discharger from its liability to make any payments, including interest, which are due and outstanding to the City at the date of the termination.

17. Notice of Contamination

The Discharger shall give immediate notice, and written notice with complete details thereof, to the City of any spill or escape of Prohibited Waste or contaminant, originating from its Premises, which has entered or may enter the City's Sewage Works, including its sewage and stormwater systems within five (5) days in accordance with section 9 of Chapter 681.

18. Observance of Laws, Statutes and Regulations

The Discharger shall comply at its own expense with, and conform to, all applicable Laws from time to time in effect during the Term of this Agreement.

19. Non-Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is express and in writing and signed by an authorized representative of the City. No waiver or consent shall be inferred from or implied by anything done or omitted by the City save only by express waiver or consent in writing by the City. No delay or omission by the City in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Discharger at any time or times in respect of any term or provision herein contained shall operate as a waiver of the City's right hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City herein in respect of any such continuing or subsequent default or breach. Any consent by any party to, or waiver of, a default or breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any subsequent default, whether similar or not.

20. Notices

Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and delivered to the party for whom it is intended at the address as set out below, either personally, by email or by means of prepaid first class mail addressed to such party as follows:

(a) in the case of the City or General Manager:

Toronto Water, EM & P, City of Toronto
30 Dee Avenue, Toronto, Ontario M9N 1S9

Phone Number: (416) 392-9940

Email: pwapplication@toronto.ca

(b) in the case of the Discharger:

Attention:

Title: N/A

Phone Number:

Email:

or to such other address as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been personally delivered or, if delivered by email, shall be deemed to be delivered as of the next business day following the date of transmission or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

21. Successors and Assigns

This Agreement and all terms, covenants, conditions and provisions herein shall be binding upon and shall enure to the benefit of the City and the Discharger and their respective authorized successors and legal representatives. This Agreement is not assignable or transferable by the Discharger and the Discharger shall not assign, transfer or encumber this Agreement in any manner or part, except with the prior express written consent of the General Manager. Any assignment, transfer or encumbrance of this Agreement by the Discharger without the prior express written consent of the General Manager is invalid and of no effect.

In the event that the Discharger assigns, transfers or encumbers this Agreement in contravention of this section, the Discharger's right to discharge under this Agreement shall terminate immediately, without prejudice to the City's rights and remedies under this Agreement, in Law or in equity.

22. Entire Agreement

This Agreement and any amendments thereto in accordance with the terms of this Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. No verbal arrangement or agreement relating to this Agreement or the subject matter of this Agreement and no amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and signed by duly authorized representative of the City. The City shall not be bound by any oral communication or representation whatsoever, including but not limited to any instruction, amendment or clarification of this Agreement or any document comprising this Agreement, or any representation, information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent or any other person acting on the behalf of or at the direction of the City) concerning this Agreement, any document comprising this Agreement, or any other matter concerning this Agreement. The Discharger expressly waives and releases the City from any claims in negligence or otherwise in respect to any oral communication or representation. The documents comprising this Agreement are complementary and what is required by any part thereof shall be considered as being required by the whole.

In the event of any conflict between the terms of this Agreement and any provision in a site plan agreement in respect to the discharge of Private Water from the Premises to the City Sewer, this Agreement shall prevail.

23. Governing Law

This Agreement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to this Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario. The Discharger and the City each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in accordance with the foregoing.

24. Severance Where Provision Illegal, Etc.

If any provision or provisions of this Agreement or parts thereof or any of any document comprising this Agreement or the application thereof to any person or circumstances shall be found is/are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or unenforceable. The remaining terms and provisions of this Agreement and its application to any person or circumstances shall not be affected thereby, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the City and Discharger.

25. Further Assurances

The Discharger agrees that it will do all such acts and execute all such further documents and will cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, as the City may from time to time reasonably request, in writing, and as may be necessary or desirable to give full effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by affixing their corporate seals under the hands of their respective proper officers on that behalf duly authorized.

SIGNED, SEALED AND DELIVERED
In the presence of:

CITY OF TORONTO

General Manager - Toronto Water

(Signature of authorized representative of Discharger)

Name:

Title:

I have authority to bind the Discharger.

Schedule A

1. The maximum discharge flow rate of Private Water discharged by the Discharger from its Premises to the sanitary sewer or combined sewer system shall not exceed the following flow rate at any time:

MANAGEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter referred to as this or the "Condominium" or this or the "Corporation")

OF THE FIRST PART

- and -

DEL PROPERTY MANAGEMENT INC.
(hereinafter referred to as the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the provisions and requirements of the *Condominium Act S.O. 1998 as amended* (hereinafter referred to as the "Act"), and comprises 125 dwelling units, 1 retail unit, along with 26 parking units and 26 locker units;

AND WHEREAS the Corporation is desirous of having the Manager manage the Corporation, including the common elements and assets of the Corporation (hereinafter collectively referred to as the "Property"), municipally located at 520 Richmond Street West, Toronto, Ontario, and the Manager is desirous of doing so, in accordance with the terms and provisions of this Agreement;

AND WHEREAS the Corporation warrants that it is authorized to engage the Manager;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

DEFINED TERMS

1. In addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases used in this Agreement shall have the meanings respectively ascribed to them in the *Condominium Act 1998, S.O. 1998, as amended*, and the regulations made thereunder (hereinafter collectively referred to as the "Act") and/or in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this Agreement specifies otherwise, or unless the context otherwise requires.

APPOINTMENT OF THE MANAGER

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control of the Corporation, and to the specific provisions hereof) to manage the Property for a period of three (3) years, commencing on the date of registration of the Declaration (with the first year of the term of this Agreement being deemed and construed, for all purposes, to have expired on the anniversary of the last day of the month in which the Declaration of the Corporation was registered under the Act), and continuing thereafter from year to year unless and until this Agreement has been terminated by either party hereto in accordance with the provisions hereinafter set forth. The Manager is accordingly hereby authorized to act on the Corporation's behalf (and in the name of the Corporation, where customary or necessary), in the carrying out of the duties of the Manager as hereinafter set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary or ancillary to the performance of such duties.
3. The Manager hereby accepts such appointment and agrees to manage the Property on behalf of the Corporation in a faithful, diligent and honest manner, and subject to the direction of the board of directors of the Corporation (hereinafter referred to as the "Board").

CONDOMINIUM DOCUMENTATION

4. The Manager undertakes to become familiar with the terms and provisions of the Declaration, as well as the by-laws of the Corporation in force from time to time (hereinafter collectively referred to as the "By-laws"), and the rules of the Corporation in force from time to time (hereinafter collectively referred to as the "Rules"). The Corporation shall deliver to the Manager a copy of the Declaration, the By-laws and the 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.

SPECIFIC DUTIES OF THE MANAGER

5. The Manager, in the performance of its duties hereunder, shall use its reasonable efforts, subject to the direction of the Board, to:
 - (a) Cause there to be compliance with the terms of the Declaration, By-laws and Rules and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
 - (b) Cause to be delivered to all owners the text and import of any further By-laws and Rules;
 - (c) Advise and consult with the Board with respect to any further By-laws and Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property, for the common benefit of the owners;
 - (d) Prepare and keep current the voting register referred to in By-law No. 1 of the Corporation, from information supplied by the Board, owners and/or mortgagees of the units, and maintain in safekeeping the Records of the Corporation (as such term is defined in By-law No. 1);
 - (e) Collect and receive all monies payable by the owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account in the name of the Corporation to be maintained by the Manager. All such monies so collected shall thereafter be administered by the Manager and shall be used to:
 - (i) make payments of all accounts properly incurred by or on behalf of the Corporation;

- (ii) arrange for insurance in accordance with the provisions of the Act, the Declaration and the By-laws, in the amounts directed by the Board;
 - (iii) maintain and repair (or cause to be maintained and repaired) those parts of the Property which require maintenance or repair by the Corporation in accordance with the provisions of the Declaration and the By-laws, including without limitation, the maintenance of all lawns and landscaped areas comprising part of the non-exclusive use common element areas of the Corporation, as well as the removal of snow, debris and litter from all walkways and roadways comprising part of the non-exclusive use common element areas of the Corporation, as well as pest control throughout the Corporation, and keeping the common elements and parking areas (whether unitized or not) in a neat and tidy condition by the removal of litter and debris therefrom, and keeping all electrical wiring circuits and lighting fixtures throughout the non-exclusive use common element areas in good working order, and arranging for the replacement of light bulbs, and for the removal and disposal of garbage, as and when required; and
 - (iv) employ or retain such staff, personnel, contractors or subcontractors on behalf of the Corporation (in the latter's capacity as the employer or contracting party), as may be required to promptly and efficiently maintain and repair the common elements and discharge the Manager's duties hereunder in connection therewith, and without limiting the generality of the foregoing, such staff shall include superintendents and cleaners and all other individuals employed to maintain and repair the common elements (including all parking areas, whether unitized or not), on the express understanding that the burden of remunerating such staff shall be borne solely by the Corporation, and that the Corporation shall have the sole responsibility (and the final authority, as the exclusive employer) to hire, dismiss, discipline, accept the termination of, direct the replacement or advancement of, set or authorize any pay increases and vacations for, and direct or define the overall duties and working conditions of, such staff, and may delegate to the Manager, from time to time, the implementation of the Board's decisions relating to any or all of the foregoing responsibilities.
 - (f) Keep accurate accounts of the financial transactions involved in the management of the Property, and render to the Board monthly statements of income and expenditures with respect thereto, and keep such accounts open for inspection by the Board at all reasonable times.
6. The duties of the Manager shall not include the duties of the officers of the Corporation as set forth in the By-laws, except as otherwise specifically provided in this Agreement.

RESTRICTIONS ON EXPENDITURES AND CONTRACTS

7. The Manager may not enter into any contract on behalf of the Corporation which will extend for a period in excess of one (1) year, without specific authority from the Board. The Manager shall make no expenditure in excess of Two Thousand Dollars (\$2,000.00) without first obtaining specific authority from the Board, except for monthly or recurring operating costs, and subject further to the following exceptions:

If, in the Manager's opinion, there exists a hazardous situation which could cause personal injury, or damage to the property of the Corporation or to its equipment or contents, or which could impair the value of the unit owners' investment, or if the failure to rectify such situation might expose any of the Board, the Corporation or the Manager to penalties, fines, imprisonment or other substantial liabilities, then the Manager is hereby authorized to proceed with such rectification of the hazard or problem if the Board or its representatives cannot be reasonably located, at whatever cost is considered necessary to effect such rectification.

ENGAGING THIRD PARTIES TO PERFORM WORK OR SERVICES

8. The Manager may engage any person(s), firm(s) or corporation(s) associated, affiliated or otherwise connected with the Manager, as well as any parent or subsidiary thereof (hereinafter collectively referred to as the "Affiliates"), to perform any work or services for the Corporation within the scope of (or under the auspices of) the Manager's duties set out in this Agreement, without being in breach of any fiduciary duty to the Corporation, subject however to the following provisions:
- (a) Where the cost of performing any such work or service does not exceed the sum of Two Thousand (\$2,000) Dollars, the Manager shall be entitled to have such work or services performed by any of the Affiliates;
 - (b) Any work or service to be performed, where the cost exceeds Two Thousand (\$2,000) Dollars, shall not be performed by any of the Affiliates unless the Manager has first obtained the approval of the Board, or has obtained two written tenders from other parties and has the work performed by any of the Affiliates at a cost not exceeding the lower of such tenders; and
 - (c) Emergency repairs involving danger (or potential damage) to persons or property, or immediately necessary for the preservation and safety of same, or required to avoid the suspension of any necessary service to the building, may be made by the Manager or any of the Affiliates, irrespective of the cost limitation set out in subparagraph (a) above, without the approval of the Board, and without the necessity of obtaining two written tenders as provided in subparagraph (b) above, and to this end, the Corporation hereby authorizes the Manager, and its agents, employees and designated representatives to enter any unit(s) with or without the consent of the unit owner(s) to effect any such required emergency repairs which, in the Manager's sole and unchallenged discretion, are immediately necessary for the preservation and safety of persons and/or property. The Corporation agrees to indemnify and save the Manager harmless from and against any and all claims, actions, suits, damages and/or liabilities of any nature or kind which may be incurred (either directly or indirectly) as a consequence of such entry in said emergency situations.

PROVIDING BUDGET FOR ENSUING YEAR

9. (a) Prior to the beginning of each fiscal year during the term of this Agreement, the Manager shall furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimates of all expenses of the operation of the Property for the ensuing

year, including without limitation, taxes payable by the Corporation, insurance premiums, water, gas and hydro-electric rates, and the anticipated cost of all repairs, renewals, maintenance and supervision of the Property. Upon the request of the Board (or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so) the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at 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.

THE CONDOMINIUM'S INVESTMENT PLAN

- (b) The Manager shall receive an investment plan from the Corporation, as approved by the Board, pursuant to subsection 115(8) of the Act (hereinafter referred to as the "Investment Plan"), and the Manager shall insert all "surplus" monies in the Corporation's general account(s) and reserve account(s), in accordance with the Investment Plan and the provisions of subsections 115(6) and 115(7) of the Act.

EMERGENCY SITUATIONS

10. The Manager will at all times keep the Board and all owners advised of the telephone number at which an agent of the Manager may be reached at any time during normal business hours, in respect of any infraction of the Declaration, By-laws or Rules, or at any time during the day or night, in respect of any emergency situation occurring, and the Manager will make arrangements to deal promptly with such infractions and immediately with any such emergency situation. The Manager shall deal, in the first instance, with minor emergencies and infractions, and shall forthwith report to the Board on any major emergency, or with respect to any persistent, flagrant or serious violation of the Declaration, By-laws or Rules. It is understood and agreed by the parties hereto that the Manager shall determine, in its sole and unchallenged discretion, whether or not an emergency exists, and whether or not such an emergency is minor or major, provided however that in the event of a major emergency the Manager is hereby authorized to take immediate steps for the protection and preservation of the Property.

MANAGER'S COMPENSATION

11. (a) The Corporation hereby covenants and agrees to pay to the Manager, in advance on a monthly basis, for its managerial services performed hereunder during the term of this Agreement, a monthly management fee during the first year equal to the sum of \$6,000.00 per month, plus H.S.T. exigible with respect thereto.

All such payments to the Manager shall be made by way of a pre-authorized payment plan form, with all monthly payments to be made on the first day of each and every month throughout the term of this Agreement, and any renewal or extension thereof. During the second year of the term of this Agreement, the aforesaid management fees shall be increased by an amount equivalent to the percentage increase (if any) between the consumer price index published or established by Statistics Canada or its successors (hereinafter referred to as the "Consumer Price Index") published on (or as close as possible to) the 30th day prior to the commencement of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the first year of the term of this Agreement. During the third year of the term of this Agreement, the aforesaid management fees that were charged and payable during the second year shall be increased by an amount equivalent to the percentage increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the commencement of the second year of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the second year of the term of this Agreement.

- (b) It is further understood and agreed that the foregoing remuneration of the Manager excludes:
- (i) any federal goods and services tax exigible with respect to the aforementioned management services and related fees, as well as any provincial or other federal taxes that are now (or may become) applicable (and the Manager hereby confirms that its H.S.T. registration number is #89755 4655 RT0001; and
- (ii) the cost of performing any of the services set forth in paragraph 5 hereof (or any additional services requested by the Corporation which the Manager agrees in writing to so provide), in respect of which the Corporation shall be obliged to pay the Manager the additional fees charged by the Manager for undertaking same.
- (c) The Corporation shall also be obliged to forthwith reimburse the Manager for all disbursements incurred by the Manager on behalf of the Corporation in performing its duties hereunder, and shall promptly reimburse the Manager for any monies which the Manager may advance for the account of the Corporation, provided that nothing contained herein shall be construed to obligate the Manager to make any such advance(s).
- (d) In subsequent years while this Agreement is in effect, the aforementioned management fees shall be established in accordance with the mutual agreement of both parties hereto.
- (e) The Manager is hereby authorized to retain, out of any monies collected by it, its management fees, as well as all disbursements and expenses so incurred on behalf of the Corporation in fulfilling the Manager's duties provided for or contemplated in this Agreement.

STATUS CERTIFICATES

12. (a) The Manager shall receive the sum of \$100.00, inclusive of all applicable taxes (or such other amounts as may be prescribed or permitted by the regulations to the Act from time to time) for each status certificate prepared by the Manager on behalf of the Corporation pursuant to the provisions of the Act. In no case, however, shall any fee or sum be payable to (or be charged by) the Manager for any status certificate(s) and/or any certificate(s) of compliance requested by or on behalf of the declarant of the Corporation (hereinafter referred to as the "Declarant") in connection with any sale, transfer or mortgage of any unit(s) by the Declarant from time to time.
- (b) The Manager shall not be obliged or responsible for inspecting any of the units which are the subject of a request for a status certificate (nor any portion of the exclusive use common element areas appurtenant thereto), in order to determine whether or not the Corporation has any claim for damages

against the owner of such units, or whether any violation of the provisions of the Act, or Corporation's declaration, by-laws and/or rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections. The Manager shall, however, conduct such desired or required inspections when expressly requested or instructed to do so in writing by the party or parties requesting a status certificate, provided that an additional fee of \$100.00 per inspection plus all H.S.T. exigible with respect thereto is paid to the Manager at the time of such request or instruction.

ISSUING NOTICES OF LIEN

- (c) The Manager shall prepare and issue a 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, at a cost of \$175.00 plus H.S.T. exigible with respect thereto (with such rate or cost being subject to change from time to time at the sole discretion of the Manager), and which cost shall be borne by the delinquent unit owner(s) to whom any such form is delivered.

OFFICE ACCOMMODATION AND PARKING FOR MANAGER

13. The Corporation also agrees to provide without charge, for the use of the Manager and its staff (including, without limitation, off-site staff who are attending at the site):
- (a) such office accommodation as the Manager may reasonably require in order to facilitate the performance of its on-site management duties; and
- (b) such common element parking spaces or other parking spaces owned or controlled by the Corporation as the Manager deems necessary or desirable in order to permit and facilitate the Manager's staff to attend at the Property to carry out and perform the Manager's management functions herein set forth.

COMPREHENSIVE LIABILITY INSURANCE

14. The Corporation shall arrange for (or alternatively hereby authorizes the Manager to arrange for) comprehensive liability insurance on the condominium property, to a limit of not less than \$5 million per occurrence, or in such other amounts as the Board shall determine from time to time with the concurrence of the Manager. The Corporation shall have the Manager named as an insured party, along with the Corporation, as its interests may appear, in each policy of insurance obtained by the Corporation, and such insurance coverage shall provide protection against any claims for personal injury, death, property damage and losses for which the Corporation and/or the Manager might be held liable as a result of their respective actions, omissions, and/or obligations. The Corporation agrees to provide the Manager, upon request, with a certificate of insurance from its insurers evidencing the foregoing insurance coverage, and confirming the obligation of the insurers to provide the Manager with at least ten (10) days prior written notice of the cancellation of (or any material change to the provisions of) any such policy or policies of insurance.

PLANS, DRAWINGS AND SPECIFICATIONS

15. If any plans, drawings, specifications and/or architectural or engineering assistance becomes necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, and if the Board or any of its designated representatives from time to time authorize the Manager to procure same, then the cost and expense of doing so shall be borne solely by the Corporation. However, with respect to undertaking any major repair, replacement or renovation of the common elements or any portion thereof, the Manager shall not be responsible for undertaking or fulfilling any of the obligations or functions ordinarily expected from a "project manager" or "construction supervisor", and in such case the Corporation shall be obliged to engage the services of one or more qualified professionals.

NO RESPONSIBILITY FOR TAX RETURNS

16. The Manager shall have no responsibility for the completion or filing of tax returns for or on behalf of the Corporation.

ATTENDING MONTHLY MEETINGS

17. The Manager shall be obligated to attend monthly meetings of the Board, if requested to do so, upon notice of the agenda of any such meeting being received by the Manager three (3) business days in advance thereof, unless any such meetings are called to deal with an item of emergency, for which no such advance notice shall be required.

CO-OPERATION OF THE BOARD OF DIRECTORS

18. (a) The Board agrees to co-operate with the Manager to the extent reasonably required, in order to enable the latter to perform expeditiously, efficiently and economically the Manager's services required or contemplated under this Agreement, and to provide such evidence of authority (ie. by way of certified resolution or otherwise) and such specific directions as the Manager may reasonably require from time to time.
- (b) The Board shall advise the Manager in writing, from time to time as required, of the names of those officers, directors or other representatives of the Corporation, not to exceed two individuals, who are authorized to act as a "liaison officer" for and on behalf of the Corporation, in order to enable the Manager to consult with the Board via the liaison officer, or to obtain the Board's approval (via the liaison officer) to any action or decision of the Manager arising or occurring between Board meetings, before proceeding with certain work or actions desired or required by the Manager. Moreover, the Board may designate from time to time one of its directors, in addition to the president of the Corporation, who shall be authorized to deal with the Manager on any matter(s) relating to the management of the Property and/or the day-to-day affairs of the Corporation, and if such designation is made, then the Manager is hereby directed not to accept or follow any directions or instructions involving or respecting the management of the Property (or any portion thereof) from anyone else. In the absence of any such designation by the Board, or if any such designation is subsequently revoked by the Board, then until another designation is made by the Board, the president of the Corporation shall have sole and exclusive authority to deal with the Manager on matters relating to the management of the Property and/or the day-to-day affairs of the Corporation.

- (c) The Corporation shall not permit, allow or cause any owner to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

INDEMNIFICATION OF MANAGER

19. Except in the case of fraud, willful misconduct or gross negligence on the part of the Manager, the Corporation shall indemnify and save the Manager harmless from and against any and all costs, claims, demands, suits, actions, damages and/or liabilities, which may be made or pursued against (or incurred by) the Manager and/or any of its agents, employees and representatives, arising from or in connection with any damage or injury occasioned to any person(s) or property in or about (or in any way connected with) the Property, or arising out of the payment or non-payment of any debts or accounts incurred or owing by or on behalf of the Corporation, and the Corporation shall correspondingly defend (at its sole cost and expense) all suits, actions and proceedings which may be initiated or pursued against the Manager and/or any of its agents, employees and representatives on account thereof, provided however that nothing contained in this paragraph shall release the Manager from any liability it may have to the Corporation in respect of a breach of any of the Manager's covenants or obligations set forth in this Agreement.

TERMINATION OF MANAGEMENT AGREEMENT

20. The Manager may, at its option, terminate this Agreement by giving sixty (60) days prior written notice of same to the Corporation, and upon such termination, all obligations of the Manager shall cease and the Corporation shall correspondingly be obliged to forthwith pay to the Manager all outstanding accounts owed by the Corporation to the Manager, including all unpaid fees, costs and reasonable disbursements incurred for and on behalf of the Corporation, up to the date of such termination. The Corporation may, at its option, terminate this Agreement upon giving sixty (60) days prior written notice of same to the Manager, and on or before such termination, all outstanding accounts owed by the Corporation to the Manager (as hereinbefore described) shall be settled and paid. All requisite notices of termination shall be given to the intended party on the first (1st) day of the second full month preceding the effective termination of this Agreement, notwithstanding the foregoing provisions to the contrary which require the giving of sixty (60) days prior written notice.
21. The parties agree that this Agreement shall not be allowed to lapse without written notice of termination given by either party to the other, not less than sixty (60) days prior to the expiration of the term hereof. Should written notice of termination not be given sixty (60) days prior to the expiration of the term of this agreement as hereinbefore provided, then this Agreement shall continue on a month-to-month basis until formally renewed or properly terminated (ie. following the giving of sixty (60) days prior written notice to the Manager in accordance with the provisions of paragraph 20 hereof), and the Manager's monthly fee in such circumstances shall, unless re-negotiated and confirmed in writing between the parties hereto, be equivalent to one-twelfth (1/12) of the Manager's fee payable during the immediately preceding year of the term, increased by a proportionate amount equivalent to the increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the same date in the preceding year.

FINAL ACCOUNTING AFTER TERMINATION

22. Upon the termination of this Agreement, the Manager shall render a final accounting to the Corporation and pay over any monies due to the Corporation, after deducting therefrom any amounts due or owing to the Manager for fees and/or disbursements.

NON-SOLICITATION OF MANAGER'S EMPLOYEES

23. The Corporation hereby expressly acknowledges and agrees that the Manager has effected considerable monetary and non-monetary input and investment in its infrastructure, organization, employees and business, and that the centerpiece of its effective management, continuing expertise, service and improvements is its employees. Accordingly, the Corporation hereby covenants and agrees that it will not solicit, hire or engage, either directly or indirectly, any person that the Corporation knew or ought to have known was an employee of the Manager, for a period extending for eighteen (18) months after the cessation or termination of this Agreement and/or the Manager's arrangements or relationship with the Corporation, regardless of the manner in which this Agreement and/or any such arrangements or relationship has ceased or terminated. In the event of the Corporation's breach of the preceding provision, then in addition to any other remedies available to the Manager at law or in equity, it is acknowledged and agreed that the Manager shall be entitled, as a matter of right, to injunctive relief in any court of competent jurisdiction, in pursuit of the enforcement of said provision.

NOTICE

24. All notices required or desired to be given to either of the parties hereto shall be in writing, and shall be deemed to have been sufficiently given:
- (a) to the Corporation, if signed by or on behalf of the Manager and delivered personally to an officer or director of the Corporation, or mailed by prepaid registered post to the Corporation at its address for service set out in the Declaration, or at such other address as the Corporation may from time to time designate by written notice pursuant hereto; and
 - (b) to the Manager, if signed by an authorized signing officer of the Corporation and delivered personally to either Mr. Saul York, Mr. Allan Rosenberg or Ms. Lucy Dias, or mailed by prepaid registered post to the Manager at 4800 Dufferin Street, North York, Ontario M3H 5S9 (to the attention of Saul York), or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the date of such personal delivery, or if mailed, on the third business day (excluding Saturdays, Sundays and statutory holidays) following the date of such mailing.

DEL CONDOMINIUM LIFE MAGAZINE

25. The Corporation is desirous of receiving the Manager's *DEL Condominium Life* magazine free of charge, expressly for the enjoyment, information and lifestyle-enhancement of the residents of the Corporation, and the Manager has agreed to provide this magazine as a value-added benefit, at no cost to the Corporation, during the term of this Agreement and any renewal thereof, provided that the Corporation facilitates personal delivery of said publication to each resident of the Corporation. However, it is understood and agreed that the content, format and/or frequency of publication of the magazine shall be governed solely and exclusively by the Manager, and the Manager hereby reserves the right, at any time or times hereafter, to alter and otherwise control everything

related to said magazine, in its sole and unfettered discretion, including the right to discontinue the publication and/or distribution of the magazine at any time, without notice.

PROTECTION OF PERSONAL INFORMATION

26. The Corporation may, from time to time, receive from the Manager *personal information* [as such term is defined in the *Personal Information Protection And Electronic Documents Act (Canada)*] pertaining to unit owners, tenants or members of their respective families or occupants of units. The Corporation agrees that neither it, nor any of its representatives, nor members of the board of directors, will use or disclose any of such personal information other than for the purposes of (or in connection with) managing the affairs of the Corporation.

GENDER AND NUMBER

27. This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.

SEVERANCE OF INVALID PROVISIONS

28. If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, then such illegal or invalid provision shall not be deemed or construed to affect the validity of the remainder of this Agreement, and this Agreement shall then accordingly be construed as if such illegal or invalid provision had been severed and omitted herefrom.

SUCCESSORS AND PERMITTED ASSIGNS

29. Neither this Agreement nor any rights or obligations hereunder shall be assignable or assigned by either party hereto without the prior written consent of the other party hereto. This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and permitted assigns.

LAW GOVERNING THIS AGREEMENT

30. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario, and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:
Title:

I have authority to bind the Corporation

DEL PROPERTY MANAGEMENT INC.

Per: _____

Authorized Signing Officer

I have authority to bind the Corporation

UTILITY MONITORING AGREEMENT

Date of Agreement: _____

Utility Monitor: PROVIDENT ENERGY MANAGEMENT INC.
(hereinafter called "Provident" or the "Utility Monitor")

Condominium Corporation: TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX
(hereinafter called the "Corporation", or this or the "Condominium")

Municipal Address of Condominium Property: 520 Richmond Street West, Toronto, Ontario

Current Term: Five (5) years, commencing on the date of execution of this Agreement (the "Current Term").

Renewal Option: The Corporation may renew this Agreement for an additional term of five (5) years, commencing from the next date following the last day of the Current Term, upon written notice to the Utility Monitor of the Corporation's desire to renew same given at least 60 days prior to the end of the Current Term.

Monthly Administration Fee Payable by the Respective Unit Owners to the Utility Monitor: \$23.85 per dwelling unit per month, plus HST, for each dwelling unit's check meters for hot water, cold water and electricity, subject however to a discount of \$1.00 per month applicable to those dwelling unit owners who agree in writing with the Utility Monitor to receive their bills/invoices electronically (i.e. by e-mail) only (and which monthly fee regarding the aforementioned check meters is hereinafter referred to as the "Administration Fee"). The Administration Fee shall be increased annually to reflect the percentage increase (if any) in the consumer price index published by Statistics Canada for the City of Toronto (the "CPI").

WHEREAS each of the dwelling units in the Condominium are individually check metered for their respective consumption of hot water, cold water and electricity (all of which check meters are hereinafter collectively referred to as the "Sub-Metering System");

AND WHEREAS the Corporation has agreed to retain the services of the Utility Monitor in connection with its reading of the Sub-Metering System and corresponding issuance of invoices to each of the dwelling unit owners, on a periodic basis (reflecting the cost of their respective consumption of utilities), and its ultimate collection of the payment of all such invoices, all as more particularly set out in this Agreement;

AND WHEREAS the Utility Monitor agrees to pay each of the bulk water, electricity, and natural gas bills pertaining to the Condominium issued by the respective utility suppliers or authorities throughout the Current Term (the "Bulk Utility Bills") and will cause the Bulk Utility Bills to be issued directly to the Utility Monitor, as agent for the Corporation, from time to time,

AND WHEREAS the Corporation agrees to pay to the Utility Monitor the amount of each of the Bulk Utility Bills less the aggregate of the charges attributable to the respective dwelling units based on a reading of the Sub-Metering System by the Utility Monitor (the "Corporation's Share");

AND WHEREAS each dwelling unit owner shall be obliged to pay to the Utility Monitor his or her share of each of the Bulk Utility Bills, based on the cost of their respective consumption of utilities as measured by the Sub-Metering System;

AND WHEREAS the provisions of Schedule "A" attached hereto (the "Terms and Conditions"), as well as the provisions outlined in Schedule "B" attached hereto, shall form an integral part of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, and the Corporation hereby agrees to retain (and correspondingly appoints) the Utility Monitor as its exclusive agent, to provide the services of the Utility Monitor set forth in this Agreement, on the terms and conditions herein provided, and Provident agrees to act on behalf of the Corporation as its Utility Monitor, in accordance with the provisions of this Agreement, in a faithful, diligent and honest manner.

PROVIDENT ENERGY MANAGEMENT INC.

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer
We have authority to bind the Corporation

Address for service:
Provident Energy Management Inc.
20 Floral Parkway, Concord, Ontario, L4K 4R1

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer
We have authority to bind the Corporation

Address for service:
Toronto Standard Condominium Corp. No. _____
520 Richmond Street West, Toronto

**SCHEDULE "A" TO THE UTILITY MONITORING AGREEMENT
TERMS AND CONDITIONS**

THE UTILITY MONITOR'S OBLIGATIONS

1. Throughout the Current Term and any renewal period, the Utility Monitor shall:

(a) cause the Bulk Utility Bills to be issued by the respective local water, electricity and natural gas suppliers directly to the Utility Monitor (as agent for the Corporation) and will pay the amount of each of the Bulk Utility Bills within the respective time periods so required by the local water, electricity and natural gas suppliers;

(b) read the Sub-Metering System and will issue monthly invoices (the "Invoices") to each of the owners of the dwelling units, including the Gas Equipped Units and each of the electrical parking units (hereinafter collectively referred to as the "Unit Owners"), for the cost of their respective consumption of hot water, electricity, heating and cooling services (refrigerant for the VRF system), and gas, as the case may be (including all applicable regulatory charges and taxes) at the Corporation's bulk rates (or based on an estimate where a reading of the Sub-Metering System was not practical), together with the monthly Administration Fee on a per dwelling unit basis (hereinafter collectively referred to as each dwelling unit owner's "Individual Share"), on the express understanding that:

(i) each of the Invoices shall require payment to the Utility Monitor by each of the Unit Owners on or before the sixteenth (16th) day following the receipt of the respective Invoices (the "Due Date"); and

(ii) the Utility Monitor shall not be entitled to interrupt or terminate any hot water, electricity, heating/cooling services (VRF) and/or gas service to any of the Defaulting Owners (as hereinafter defined), but shall nevertheless be entitled to charge reasonable late payment fees to each of the Defaulting Owners in order to fund (or reimburse) the Utility Monitor's costs of collection;

(c) maintain, repair and/or replace the Sub-Metering System (or any portion thereof), as and when required, including:

(i) testing, servicing, fixing after normal wear and tear, and replacing all obsolete, worn-out or failed components and/or equipment from time to time;

(ii) keeping same in good working order, so as to minimize or eliminate interruption in its operation, and to ensure that same operates in full compliance with all applicable requirements established by Measurement Canada, and all other governmental authorities having jurisdiction over same, from time to time; and

(iii) responding promptly to all reasonable requests for the maintenance and/or

repair of the Sub-Metering System received from Corporation from time to time;

(d) address (and where necessary, rectify) any concerns related to the proper functioning of the Sub-Metering System, as soon as reasonably possible after notice by the Corporation, subject however to the overriding provisions of Section 4 hereof;

(e) have the unilateral right to terminate this Agreement, by written notice to the Corporation, without prejudice to any other rights that it may have as a result of the Corporation's default, in the event that the Corporation defaults in the due and regular performance of any of its obligations hereunder, and fails to fully rectify same within fifteen (15) days after written notice thereof from the Utility Monitor; and

(f) ensure that its duties and operations set out herein are performed in accordance with all applicable laws.

THE CORPORATION'S OBLIGATIONS

2. Throughout the Current Term and any renewal period, the Corporation:

(a) shall pay directly to the Utility Monitor the Corporation's Share of each of the Bulk Utility Bills (together with applicable HST) within seven (7) days of receipt of each invoice from the Utility Monitor. In order to facilitate such periodic payment, the Corporation shall participate in a pre-authorized payment plan with the Utility Monitor, and shall execute and deliver such bank forms and authorizations (including the provision of an unsigned cheque marked "void" from its bank account to be used for such purpose) as may be reasonably required from time to time by the Utility Monitor in order to implement such pre-authorized payment plan. The Corporation's Share of each of the Bulk Utility Bills (together with applicable HST) shall be payable and concomitantly withdrawn pursuant to such pre-authorized payment plan, seven (7) days following receipt of each invoice for same from the Utility Monitor.

(b) shall promptly forward to the Utility Monitor a copy of the Bulk Utility Bills that are received directly by it, as and when so received;

(c) shall forward to the Utility Monitor an up-to-date list of the names and contact information (including addresses for service) of all unit owners in the Condominium according to its records from time to time, together with all updates to same;

(d) hereby grants to the Utility Monitor the right to enter all units and common elements of the Condominium on the Corporation's behalf, at all reasonable times, to perform its services hereunder, all as may be permitted pursuant to the *Condominium Act 1998, S.O. 1998, as amended* (the "Act");

(e) shall supply, without charge, adequate space within the Condominium Property to facilitate

- the Utility Monitor's services, in a location secured by a locked door;
- (f) hereby irrevocably authorizes and directs the Utility Monitor (as agent for the Corporation) to take all reasonable steps to collect and enforce any outstanding payments owing by any of the Unit Owners who has not fully paid any of the Invoices issued by the Utility Monitor when due (the "Defaulting Owners"), as contemplated in the declaration of Corporation, including the right to charge interest on delinquent accounts at the rate of 24% per annum, calculated monthly not in advance, as well as the right to execute, serve, register and/or enforce all requisite liens for common expense arrears against the Defaulting Owners pursuant to the provisions of the Act (and to discharge any such liens upon the payment and satisfaction of all amounts owing by the Defaulting Owners), including without limitation, the Notice of Lien to Owner (Form 14) under the Act, the requisite acknowledgment and direction to facilitate the registration of the lien under the Teranet electronic registration system, and to cause all requisite notices to all registered encumbrancers to be issued and served. The Corporation also hereby irrevocably authorizes and empowers the Utility Monitor (as agent for Corporation) to commence, prosecute, settle and enforce any and all claims against the Defaulting Owners in respect of any unpaid Invoices issued by the Utility Monitor in accordance with this Agreement. Any proceeds received by the Utility Monitor in connection with any amount owing by any of the Defaulting Owners in respect of his or her Individual Share of any of the Bulk Utility Bills (including interest and any costs of enforcement, etc.) shall be for the account of the Utility Monitor, and any such proceeds received by the Corporation shall be promptly paid over by the Corporation to the Utility Monitor, and the Utility Monitor shall correspondingly be entitled to directly debit the Corporation in respect of any such amounts so received by the Corporation. The foregoing rights and/or remedies exercisable by the Utility Monitor pertaining to any of the Defaulting Owners shall continue to be applicable and enforceable following the expiration of the Current Term and/or the termination of this Agreement, with respect to any unpaid Invoices theretofore issued by the Utility Monitor in accordance with this Agreement;
- (g) expressly acknowledges and agrees that annual CPI increases in respect of the Administration Fee shall be based on the percentage increase in the CPI published by Statistics Canada (all items for regional cities) for the City of Toronto during the immediately preceding year, determined by comparing the CPI as at the beginning of such year, with the CPI as at the end of such year;
- (h) shall not permit the use of, or any tampering with, the Sub-Metering System by anyone other than the Utility Monitor;
- (i) shall consult with the Utility Monitor and ascertain, prior to the Corporation's issuance of any status certificate in respect of any of the units in this Condominium, the existence and amount of any default owing in respect of any utilities whose consumption is read and monitored by the Utility Monitor, and shall record the amount of any such default in such status certificate; and
- (j) acknowledges and confirms that a resolution of the board of directors of the Condominium has been passed (and will be in effect throughout the duration of the Current Term and any renewal period) which expressly authorizes and approves of the Corporation entering into this Agreement and performing and fulfilling its obligations hereunder.

MISCELLANEOUS

3. All capitalized terms used in this Schedule shall have the meanings respectively assigned to such terms in the Utility Monitoring Agreement to which this Schedule is annexed. Such agreement, together with this Schedule "A" is referred to as the "Agreement". For the purposes of this Agreement, the word "Term" shall mean the Current Term as same may be renewed in accordance with the provisions of this Agreement, or as otherwise renewed under law.
4. The Utility Monitor shall not be liable for any injury or damage caused, either directly or indirectly, to any person(s) or property, whether resulting from the maintenance, repair, monitoring, reading, and/or malfunction of the Sub-Metering System, or otherwise, in excess of ONE THOUSAND (\$1,000.00) DOLLARS in respect of any claim, to a maximum of TEN THOUSAND (\$10,000.00) DOLLARS in the aggregate, regardless of the circumstances surrounding the claim or any alleged breach, or its severity, or the magnitude of the resulting damage, loss or injury occasioned to the Corporation and/or to others, and irrespective of whether Provident is responsible or liable, either directly or indirectly, as a result of its negligence, gross negligence, recklessness and/or wilful misconduct, and whether or not the claim or alleged breach is based or founded in contract law, tort law or in equity.
5. Notwithstanding anything contained in this Agreement to the contrary, and in recognition of the fact that this Agreement falls under the purview of section 112 of the Act, it is understood and agreed that the Corporation may, at its option, terminate this Agreement at any time prior to the expiry of twelve (12) months following the election of a new board of directors at the Corporation's turnover meeting convened in accordance with the provisions of section 43(1) of the Act, upon giving not less than sixty (60) days prior written notice of same to Provident, and on or before such termination, all outstanding amounts owed by the Corporation to Provident in accordance with the provisions of this Agreement shall be fully settled and paid.
6. Notwithstanding any termination of this Agreement, and in recognition of the fact that each of the Bulk Utility Bills is issued by the local utility suppliers in the month following the consumption of the utility referred to therein, it is understood and agreed that the Utility Monitor shall continue to provide the services described herein with respect to the last fully completed month immediately preceding any such termination of this Agreement (or with respect to the last month immediately preceding the expiration of the Current Term), such that the Utility Monitor will, in the month following the month in which notice of termination has been given (or in the month following the expiration of the Current Term), pay the Bulk Utility Bills pertaining to such last month, read the Sub-Metering System and

issue Invoices to the Unit Owners (and shall also attend to the collection of the Invoices and correspondingly retain all of the rights and remedies under Section 2(f) with respect to such Invoices), and shall be entitled to debit the account of the Corporation in respect of the Corporation's Share.

7. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. No amendment to this Agreement shall be binding unless it is writing and signed by both parties.
8. In the sole discretion of the Utility Monitor, any of its rights or obligations under this Agreement may be performed by an independent person or company designated by it.
9. No waiver by either party hereto of any breach or default committed by the other party hereto, and no failure or neglect by either party hereto to exercise any rights arising under or pursuant to this Agreement or to insist upon strict compliance with the obligations of the other party hereto, shall constitute a waiver of any subsequent breach or default, and shall not constitute a waiver of its right to require strict compliance with this Agreement.
10. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario.
11. Time shall be of the essence of this Agreement in all respects.
12. Notices hereunder may be delivered by mailing same to the intended party at its address for service indicated on page one, and if so mailed, same shall be deemed to have been effectively delivered and received on the second business day following the date of mailing. Notices may also be delivered by personal delivery/courier, and shall be deemed to have been effectively delivered when actually received.
13. This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, provided however that this Agreement shall at all times be personal to (and shall be non-assignable by) the Corporation, and provided further that the Utility Monitor may only assign this Agreement, in whole or in part, with the prior consent of the Corporation (which consent shall not be unreasonably withheld or delayed).
14. Each of the Corporation and Provident hereby acknowledges, confirms and agrees to: (i) retain the law firm of DelZotto, Zorzi LLP (the "Law Firm") in connection with the registration by the Utility Monitor (as agent for the Corporation) of any and all condominium liens arising from (or in connection with) any utility arrears of the Defaulting Owners, emanating from (or pertaining to) any of the periodic Invoices issued by the Utility Monitor from time to time which remain unpaid (in whole or in part) after their respective Due Date, and in connection with the commencement, prosecution, settlement and/or enforcement of any and all claims for unpaid utility accounts; and (ii) execute and deliver the consent to joint retainer, to and in favour of the Law Firm, in the form attached hereto as Schedule "B", forthwith following the execution of this Agreement.

**SCHEDULE "B" TO THE UTILITY MONITORING AGREEMENT
CONSENT TO JOINT RETAINER**

TO: DELZOTTO, ZORZI LLP (the "Firm")

FROM: Provident Energy Management Inc. ("Provident") and Toronto Standard Condominium Corporation No. _____ (the "Corporation"), with Provident and the Corporation being hereinafter collectively referred to as the "Clients"

RE: The registration of any and all condominium liens for the recovery of utility arrears, during the term of the Utility Monitoring Agreement and any renewal thereof, and the commencement, prosecution, settlement and/or enforcement of any and all claims for unpaid utility accounts (hereinafter collectively referred to as the "Matters")

Each of the undersigned parties hereby expressly acknowledges, confirms and agrees that:

- 1) In the past, the Firm has acted for Provident on various other matters;
- 2) The Firm has now been asked to act for each of the Clients in connection with the Matters;
- 3) The Firm has recommended that each of the Clients obtains independent legal advice about jointly retaining the Firm in connection with the Matters;
- 4) Since the Firm is (or will be) acting on behalf of each of the Clients in connection with the Matters, the Firm cannot treat any information received from (or on behalf of) either of the Clients as confidential, so far as the other undersigned party is concerned; and
- 5) In the event a dispute or contentious issue arises between the Clients in respect of the Matters (which may include instructions by one of the Clients to amend/revise documents prepared on behalf of one of them without informing the other), then the Firm may have to withdraw completely and cease to act for either of the Clients.

Each of the Clients hereby consents to the Firm acting for them in connection with any or all of the Matters, on the foregoing basis.

A photocopy, a telefaxed copy or a scanned/e-mailed copy of this executed Consent to Joint Retainer may be relied upon by the law firm of DelZotto, Zorzi LLP to the same extent as if it were an original executed version.

Dated this _____ day of _____, 20__.

PROVIDENT ENERGY MANAGEMENT INC.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. _____**

Per: _____
Authorized Signing Officer

Per: _____
Authorized Signing Officer
I have authority to bind the Corporation

Per: _____
Authorized Signing Officer
We have authority to bind the Corporation

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

The following rules shall be observed by each owner, and the term "owner" shall include the owner of any unit in the Corporation and any other person(s) occupying the unit with the owner's approval, including without limitation, a dwelling unit owner's family members, tenants, invitees and/or licensees:

1. No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the declaration of the Condominium, and as contemplated by section 98(1)(b) of the Act] in accordance with the provisions of the declaration.
2. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.
3. Save as otherwise hereinafter provided with respect to election advertising posters, no sign, notice, advertising material, door knocker, wreath or other object shall be inscribed, painted, affixed, hung or placed on any part of the outside of any unit (nor on the inside of any unit visible from the outside thereof), nor upon or within any portion of the common elements whatsoever, without the prior written consent of the board; and
4. No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).
5. No awnings, shades or shutters shall be erected over and/or outside of any windows, balconies or terraces, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the board. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the common elements without the prior written consent of the board.
6. No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the board.
7. No owner shall do, or permit anything to be done in or from his or her unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the units or the Corporation itself, or on property kept therein, nor obstruct or interfere with the rights of the other owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policy carried by the Corporation, nor conflict with any of the rules and ordinances of the local board of health, or with any municipal by-law or any provincial or federal statute or regulation.
8. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, balconies and/or terraces, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, balconies and/or terraces, nor from any other portion of the common elements. No washing of balconies or terraces, which results in water overflowing or pouring onto any floor(s) below, shall be permitted.
9. No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the board or the manager as a central garbage depository, and only on those days and times as are designated by the board or the manager from time to time. In an effort to promote recycling, the residents shall sort out their garbage by delivering the sorted garbage to the garbage chute room located on each floor and by using the control panel located in the garbage chute room to select the appropriate disposal bin.

The owner and tenant of the retail unit in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate garbage storage and recycling room within the retail unit, which is intended to be used solely for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating exclusively from the retail unit. The retail unit owner shall be responsible for arranging (and paying for) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from its retail unit.

10. No one shall create or 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.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only an automobile, motorcycle, station wagon, mini-van or truck (not exceeding 4500kg (10,000 lb), 1.9 metres in height, 190 cm in width and 5.2 metres in length) shall have access the motor vehicle elevators providing access to the underground parking garage and be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area;
 - c) The bicycles (or e-bikes) of visitors may be parked only in those bicycle parking spaces on level 1 clearly marked or designated for visitors. Visitors may park their bicycles and/e-bikes on a first come first serve basis in the visitors bicycle parking areas for no more than three (3) consecutive days and thereafter must remove such bicycles and/or e-bikes, failing which the bicycle and/or e-bike of any such visitor shall be removed from the Condominium at the expense of the respective bicycle and/or e-bike owner. The bicycle and/or e-bike of owners and/or residents which are parked in the visitor parking areas will also be removed the expense of the respective owner or resident (as the case may be).

Bicycles and/or e-bikes shall not be permitted to be stored within any exclusive use balcony and/or terrace areas and bicycles and/or e-bikes shall not under any circumstances be transported within the Motor Vehicle Elevator nor shall any unit owner and/or occupant be permitted to ride or straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or the e-bike when transported within the Condominium;
 - d) Owner(s), tenant(s) and/or permitted occupant(s) shall be obliged to park his or her motor vehicle in such a manner so as not to prevent or unreasonably restrict the adjacent parking unit owner (or his/her tenants and/or permitted occupants) from being able to use and enjoy the adjacent parking unit for the intended purpose as stated in the Condominium's declaration.
16. The exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;
 - b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers

- or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor patio, balcony or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
- c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
- d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium, nor shall any natural gas barbecue be placed, stored or used within any covered balcony area.
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than two (2) pets per dwelling unit, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding any breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking

unit(s).

24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing) so as to prevent (or limit) any damage to property and/or injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.
26. Any type of smoking (including without limitation vaporizing e-cigarettes and/or cannabis) is expressly prohibited upon or within any type of indoor or outdoor communal recreational and/or amenity area(s) of this Condominium, except such areas as may be designated by the board or the Condominium's property manager.
27. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

RUSH
SUMMARY OF FIRST YEAR OPERATING BUDGET

OPERATING EXPENSES

Service and Maintenance Contracts	Schedule "A"	\$ 123,650
Maintenance and Repairs	Schedule "B"	91,760
Utilities	Schedule "C"	140,100
Administrative Expenses	Schedule "D"	<u>157,015</u>
Total Operating Expenses (<i>exclusive of Bulk Internet Service</i>)		512,525
Bulk Internet Service	Schedule "E"	38,985
Total Operating Expenses (<i>including Bulk Internet Service</i>)		<u>551,510</u>
Contribution to Reserve Fund		110,302
Total Funds Required/Common Element Assessment		<u>\$ 661,812</u>

NOTES TO THE BUDGET

1 No Pending Lawsuits

There are no pending lawsuits material to the property of the Condominium of which the declarant has actual knowledge, and that may affect the property of the Condominium after the registration of any deed or transfer to any unit in the Condominium by the declarant to any unit purchaser.

2 Inflation Factor

This budget statement incorporates an assumed inflation factor of 7% per annum, compounded annually, based on a projected Condominium registration date of June 30, 2022, and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by the said inflation factor of 7% per annum, compounded annually (with said inflation rate applying to increase the budget figures for all or any portion of a year following the aforementioned target registration date). However, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely June 30, 2022.

3 Reserve Fund

The reserve fund noted above is established for the major repair and replacement of the common elements and assets of this Condominium (ex. the repair and replacement of the mechanical equipment, the electrical and plumbing systems, repairs to the roof, etc.). The reserve fund figure used in this budget statement is based on the assumption that there will be in existence, at all times during the life span of the condominium building, a program of regular repair and maintenance, the costs of which shall be reflected in this Condominium's annual operating budgets. The anticipated reserve fund pertaining to this Condominium is expected to be \$110,302, by the end of the first year of this Condominium's operation. Please also be advised that a reserve fund study will be conducted within the first year following the registration of this Condominium, in accordance with the provisions of section 94(4) of The Condominium Act 1998, S.O. 1998, as amended, and the regulations made thereunder from time to time (hereinafter collectively referred to as the "Act"), in order to confirm, amongst other things, the adequacy of the reserve fund. However, pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

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 turn, the Condominium is obliged to retain an independent and qualified consultant [being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O. Reg. 48/01 to the Act] (a "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 provisions of section 94(4) of the Act which will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act.

RUSH
SUMMARY OF FIRST YEAR OPERATING BUDGET
NOTES TO THE BUDGET -continued

4 General Budget Notes

- a) Save and except for the monthly common expense contributions allocated and attributable to each unit (in accordance with Schedule "D" to the declaration, and as more particularly set out in this budget statement), there are no current or expected fees, charges, rents or other revenue to be paid to or by the Condominium, or by any of the owners for the use of the common elements or other facilities related to the property of the Condominium, save for:
- i) a minimal damage/security deposit of \$500.00, together with a service/cleaning charge of \$100.00, payable in advance for each day or night of use or occupancy of any multi-purpose room or party room which may be situate in this Condominium (and which fees are subject to change from time to time, by and upon notice to all of the unit owners from the board or the Condominium's property manager).
- b) There are no services which have been excluded from this budget that the declarant provides (or intends to provide) to this Condominium or its residents, and there are no expenses that the declarant pays (or intends to pay) which might reasonably be expected to become, at any subsequent time, a common expense, and that have not already been included, reflected or addressed in this budget statement, save and except as expressly provided or qualified below, namely:
- i) various components of the Condominium building may be covered by existing or outstanding maintenance or repair warranties from third party suppliers/installers, and which warranties may correspondingly endure beyond the first year following the registration of the Condominium, and such circumstances will accordingly obviate the need to delineate (or make any requisite allowance for) the maintenance or repair costs with respect to such components in the first year budget. However, any requisite maintenance or repairs costs anticipated to arise or be incurred after the expiry of the applicable warranties (i.e. beyond the first year after registration) including without limitation, maintenance and repair costs relating to all elevators, will thereafter have to be properly budgeted for by the Condominium in subsequent years;
 - ii) various components of the Condominium building will not have expected maintenance or repair costs within the first year following registration, simply because such components are relatively new, but will nevertheless give rise to future maintenance and repair costs as a result of normal wear and tear, and all such anticipated costs beyond the first year after registration will have to be properly budgeted for by the Condominium in subsequent years;
 - iii) any first year reserve fund contributions that may be required once a reserve fund study for the Condominium has been completed during the first year after registration that are in excess of budgeted reserve fund contribution; and
 - iv) a provision for future reserve fund studies/updates will be required in subsequent years.

5 Other Factors That Can Impact This Budget

Although this budget is based upon the best available information as at the date of its preparation, purchasers should be aware that budgetary predictions on future servicing and utility costs are, by their very nature, subject to change based upon regulatory and other changes which are beyond the Declarant's control and reasonable expectations. In particular, utility rates since deregulation have been extremely volatile and therefore difficult to predict with any certainty. Accordingly, the final first year budget implemented at the time of registration may be altered to reflect the then prevailing market conditions and rates.

6 Budget Figures and Taxes

All figures are inclusive of applicable taxes unless otherwise indicated.

RUSH
SUMMARY OF FIRST YEAR OPERATING BUDGET
NOTES TO THE BUDGET -continued

7 Additional Costs, if and/or when applicable

All unit purchasers are hereby advised that although this proposed first year budget does not currently incorporate or reflect:

- a) any realty taxes that may ultimately be assessed against any unit(s) that the condominium corporation is obliged to accept title to, from the declarant as the transferor, pursuant to (or in accordance with) the provisions of the declaration, inasmuch as the formal assessment of same by the Municipal Property Assessment Corporation has not yet been completed, and no formal tax bill has yet been issued by the local municipality in connection therewith;
- b) any levies, charges and/or fees that the condominium corporation will ultimately be obliged to fund or pay for, pursuant to any municipal or provincial regulation, ordinance, by-law, policy, directive or requirement that may have been announced before (or after) the date of registration of this condominium and/or the date of preparation of this first year budget, but which levies, charges and/or fees have not yet been formally announced or are not yet capable of being finally determined, quantified or calculated as at the date of this budget; and
- c) any other charges which may be implemented with the enactment of the new Condominium Act and Regulations' - any associated increase will not constitute a material change

Nevertheless, all of the foregoing realty taxes outlined in subparagraph (a) above (if applicable), and all of the foregoing levies, charges and/or fees outlined in subparagraph (b) above (if applicable), and charges and/or fees outlined in subparagraph (c) above shall comprise part of the common expenses, as and when same are assessed, quantified and/or payable by the condominium corporation, and therefore this first year budget statement shall be deemed to be amended accordingly, so as to incorporate same as an integral part of the budget.

8 Commercial/Retail Waste Removal Costs

Associated waste removal costs and arrangements for same will be the responsibility of the respective commercial/retail unit owner. Further and more specific details can be found in the disclosure statement and declaration.

**RUSH
SCHEDULE "A"
SERVICE AND MAINTENANCE CONTRACTS**

1	Odour Control Contract	\$	500
2	Elevator Maintenance Contract (not required in first year, under warranty)		-
3	Grounds Maintenance Contract		7,850
4	Pest Control Contract		800
5	Mechanical Maintenance Contract		18,000
6	Cleaning/Building Maintenance Service Contract		90,000
7	Fitness Equipment Maintenance Contract (not required in first year, under warranty)		-
8	Garage Door Maintenance Contract		4,000
9	Emergency Generator Contract		2,500
	TOTAL SERVICE AND MAINTENANCE CONTRACTS	\$	123,650

NOTES:

- 1 Odour Control Contract**
This contract provides for maintenance and product for an odour control system in relation to the garbage room.
- 2 Elevator Maintenance Contract**
A service contract will be required in subsequent years for servicing the elevators. The elevators are under warranty for one year from the date of registration.
- 3 Grounds Maintenance Contract**
The amount indicated in this budget includes the cost of exterior landscaping and snow removal.
- 4 Pest Control Contract**
Includes preventative monthly treatment of common areas.
- 5 Mechanical Maintenance Contract**
Represents the cost of a preventative maintenance contract in relation to the common area mechanical equipment.
- 6 Cleaning/Building Maintenance Service Contract**
The amount indicated in this budget provides for contracted maintenance personnel and the cost of cleaning the common areas within this Condominium. A detailed work schedule will be prepared by the property manager specifying the duties of the cleaning/building maintenance contractor – in addition to cleaning, duties will include daily operational building reporting, patrols/monitoring of common areas and equipment, inspection and testing of building components, coordination and accompaniment of outside trades as directed by property management as well as minor common area repairs and maintenance, as applicable and the like for which the contractor is qualified to carry out. This budgeted amount represents the cost of all labour, materials and equipment.
- 7 Fitness Equipment Maintenance Contract**
A service contract will be required in subsequent years for servicing the fitness equipment. The fitness equipment is under warranty for one year from the date of registration.
- 8 Garage Door Maintenance Contract**
A provision for a garage door maintenance contract.
- 9 Emergency Generator Contract**
This account provides for a preventative emergency generator maintenance contract.

Inflation

Assumed inflation factor of 7%.

RUSH
SCHEDULE "B"
MAINTENANCE AND REPAIRS

1	<u>Air Conditioning and Heating</u>	
	General Repairs to Fans, Belts, Bearings and etc.	\$ 1,000
2	<u>Plumbing Maintenance, Repairs and Supplies</u>	
	Repairs to Pumps, Valves and etc., catch basin and drain cleaning	1,000
	Backflow Preventor, Mixing & Pressure Relief Valve Maintenance	2,000
		3,000
3	<u>Electrical Maintenance, Repairs and Supplies</u>	
	Electrical Supplies (light bulbs, ballasts, etc.)	1,000
	Repairs to Electrical Equipment	1,000
	Transformer Maintenance	1,000
		3,000
4	<u>Garage Maintenance</u>	
	Pipe Tracing & Ramp	1,000
	Garage Door Repairs and Maintenance - non-contractual	1,000
	Power Sweeping and Washing (once per year)	1,200
	Garage Repair and Maintenance	500
	Carbon Monoxide Testing and Re-calibration	1,200
		4,900
5	<u>Grounds Maintenance (non-contractual)</u>	
	Annual Flowers	800
	Irrigation System winterize/summerize/repairs (if applicable)	800
		1,600
6	<u>Waste Disposal</u>	
	Repair and Maintenance of Compactor and Bins	500
	Chemicals	500
	Extra Waste Pick Up(s)	500
	Waste Removal Services	10,000
		11,500
7	<u>Elevators</u>	
	Licenses and Inspections	1,000
	Non-Contractual Repairs	2,000
		3,000
8	<u>Access Control</u>	
	Camera Repairs and Maintenance	1,000
	Miscellaneous Repairs and Supplies	500
		1,500
9	<u>Cleaning Supplies</u>	1,000
10	<u>Building General Repairs, Maintenance and Other</u>	
	Carpet Cleaning - Common Element Areas - once per year	1,200
	Exterior Window Cleaning - once per year	8,000
	General Repairs and Maintenance	2,000
	Cable Television -Exercise Room, Party Room	2,000
	Internet Services	1,250
		14,450
11	<u>Fire Safety</u>	
	Monthly and Annual testing of the Fire Safety Equipment	4,000
	Fire Safety Equipment Repairs	800
	Offsite Fire Alarm Monitoring	500
		5,300
12	<u>Ground Water Discharge - associated costs & services</u>	39,250
13	<u>Grey Water Filtration System</u>	
	Maintenance and Servicing of Associated Equipment, Non-Contractual Repairs, Testing and Inspections	2,260
		2,260
	TOTAL MAINTENANCE AND REPAIRS	\$ 91,760

RUSH
NOTES TO SCHEDULE "B"
MAINTENANCE AND REPAIRS

- 1 **Air Conditioning and Heating**
A provision for associated repairs by outside trades to items not covered under warranty.
- 2 **Plumbing Maintenance, Repairs and Supplies**
Repairs and maintenance by outside trades, in relation to associated items, not covered under warranty, to domestic hot water or plumbing systems including drain and catch basin cleaning.
- 3 **Electrical Maintenance, Repairs and Supplies**
An allowance for the purchase of electrical supplies, including the maintenance and repairs of electrical components not covered under warranty.
- 4 **Garage Maintenance**
Amounts indicated in this budget represent the costs of maintaining the garage for such items as power sweeping/washing, garage door maintenance, repair and replacement of lighting fixtures and general maintenance expenses of the overall underground garage including pipe tracing.
- 5 **Grounds Maintenance (non-contractual)**
Provisions for associated grounds maintenance costs - namely, the supply and installation of annual flowers and irrigation system maintenance (if applicable).
- 6 **Waste Disposal**
This account provides for the maintenance, repair and cleaning of the waste compactor and garbage bins including an allowance for the purchase odour control products and extra waste pick ups. A provision has also been included for waste removal services in relation to domestic waste.
- 7 **Elevators**
Annual costs associated with the obligation of government inspections and licenses with a provision for miscellaneous non-contractual repairs to both car elevator(s) and passenger evaluators.
- 8 **Access Control**
A provision for associated security and access control costs, including the maintenance and repair of security equipment and the purchase of security supplies.
- 9 **Cleaning Supplies**
A provision for the purchase of cleaning supplies.
- 10 **Building General Repairs, Maintenance and Other**
This account provides for minor common area maintenance to doors, locks, painting, signs and etc., including allowances for applicable common area cable TV and internet service as well as carpet and window cleaning.
- 11 **Fire Safety**
This budget provides for monthly and annual testing of the fire safety equipment and off site monitoring of the fire alarm system in accordance with the Ontario Fire Code, including repairs not covered under warranty.
- 12 **Ground Water Discharge - associated costs & services**
An allowance for related equipment service and maintenance costs, non-contractual repairs and inspections as well as anticipated discharge fees as required by the City of Toronto for the discharge of ground water into the City's sanitary sewer system. Further and more specific details can be found in the disclosure statement and in the declaration of this Condominium.
- 13 **Grey Water Filtration System**
An allowance for related equipment service, maintenance costs, non-contractual repairs and inspections in relation to the grey water filtration system.

Inflation

Assumed inflation factor of 7%.

**RUSH
SCHEDULE "C"
UTILITIES**

1	Gas	\$	41,500
2	Electricity		93,100
3	Water		5,500
	TOTAL UTILITIES	\$	140,100

NOTES:

Utilities - General:

The dwelling units will be metered for electricity consumption as well as hot water and cold water consumption. The heating, cooling and ventilation service costs will be paid for as part of common expenses.

1 Gas

Represents the cost of all gas used for the dwelling units and common elements of the Condominium. Gas consumption by the owner of the retail unit is intended to be check-metered and the cost of such consumption shall be charged back to the retail owner.

As of the date hereof, it is intended that some of the dwelling units on level 8 with a terrace will be permitted to have a natural gas connection for purposes of operating a barbeque on the terrace of such dwelling units, however the Declarant makes no representation or warranty that such connections will be available or offered to all of the foregoing unit types on level 8 as the final design of the natural gas system for the Building has not been determined. Those units that do receive a natural gas connection will not be individually metered for such usage and the Declarant intends to adjust the proportionate contributions to the common expenses for such dwelling units on account of such estimated natural gas consumption. Purchasers are advised that no gas service, other than for barbeques, is being provided. Purchasers are further advised that the Declarant reserves the right not to provide natural gas barbeque connections to any dwelling units on level 8. As a result of the foregoing, purchasers on level 8 are advised that their dwelling unit may not be provided with natural gas barbeque connections for barbeques on the terraces of the dwelling units and that any of the foregoing changes contemplated herein shall not constitute a material change within the meaning of the Act.

2 Electricity

Represents the cost of all electricity used for the common elements of the Condominium. Electricity consumption for the dwelling units and the retail unit will be individually sub-metered and the cost of electricity consumption will accordingly be the sole responsibility of the respective unit owners. Electrical consumption of any future electrical parking units to be installed post registration by the Condominium Corporation is intended to be check-metered and the cost shall be charged back to the respective owners thereof. The Condominium shall be solely responsible, at its sole cost, for any future upgrade to the electrical transformer in order for it to have sufficient power or capacity to provide electricity to such future electrical parking units (if any).

3 Water

Represents the water costs for the common elements of the Condominium. Each of the dwelling units and retail unit will be separately check-metered (and correspondingly separately invoiced) for the domestic hot and cold water service provided to the dwelling unit and retail unit (and to any exclusive use common element areas appurtenant thereto, if so provided), pursuant to a hot and cold water check meter, sub-meter or consumption meter appurtenant to the dwelling unit and retail unit that is read by the Utility Monitor, so that the cost of the consumption of the domestic hot and cold water by the dwelling unit and retail unit (and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the unit owner.

4 Submetering System -Repairs and Maintenance

An allowance for maintenance and repairs to the hot and cold water and electricity check or consumption meters appurtenant to each dwelling unit and retail unit, (the "Submetering System") should be provided for in subsequent years. The Submetering System is under warranty for one year from the date of registration.

RUSH
NOTES SCHEDULE "C" - continue
UTILITIES

NOTE: Utility Monitoring

Please note that on or shortly after registration, this Condominium shall enter into the utility monitoring agreement with Provident Energy Management Inc. (hereinafter referred to as "Provident"), which company is not related to or affiliated with the Vendor, to serve and act as the Utility Monitor for and on behalf of the Corporation, and it is presently proposed that its administration fee (to be charged with each monthly invoice to each dwelling unit and retail unit owner during the first year following the registration of this Condominium) covering its monitoring and invoicing services with respect to the individual check or consumption meters appurtenant to each of the dwelling and retail unit in this Condominium, for hot water, cold water and electricity metering services:

- i) \$23.85 per month plus HST, payable by each dwelling unit owner with respect to the monitoring and invoicing services regarding each of the hot and cold water and electricity meters appurtenant to each of the dwelling and retail units [unless any such unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail), rather than in paper form, in which case the monthly administration fee will be discounted by \$1.00 per month, and correspondingly reduced to approximately \$22.85 per month plus HST]

These monthly fees are subject to change, from time to time, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada.

Inflation

Assumed inflation factor of 7%.

RUSH
SCHEDULE "D"
ADMINISTRATIVE EXPENSES

1	Management Services (\$6,000/month + HST)	\$	81,360
2	Telephone and Communications		5,000
3	Office Expenses		3,500
4	Meeting Costs		3,500
5	Insurance		25,000
6	Turnover Audit		2,800
7	Annual Financial Audit		3,200
8	Investment Plan		800
9	Reserve Fund Study		6,500
10	Performance Audit		15,000
11	Legal Fees		800
12	Two-way Radio System Lease		1,000
13	Photo Copier Lease		3,000
14	Software Program For Condominium Operations		3,375
15	Condominium Authority Fees		1,500
16	Community Domain/Branding & Email Services		680
			680
	TOTAL ADMINISTRATIVE EXPENSES	\$	157,015

NOTES:

1 Management Services

The management fees paid to the professional Property Manager include, among others, the following services:

I) Financial:

- a) Preparing the annual operating budget for approval by the Board of Directors.
- b) Accounting for the common expense monies, including the collection and disbursement of same.
- c) Advising the Board of Directors monthly of any accounts receivable and initiating appropriate legal action to collect overdue accounts if requested to do so by the Board of Directors.
- d) Preparing and submitting monthly financial statements, and providing comparisons of actual revenues and expenditures to those set out in the budget.

II) Administration:

- a) Maintaining a register of unit owners, based upon information received.
- b) Enforcing the terms and conditions of the Declaration, the by-laws, and the rules, and making recommendations for the modifications thereto.
- c) Preparing building/facility inspection reports and following up said reports to ensure that outstanding matters have been rectified and attended to.
- d) Participating at monthly Board of Directors' meetings and as may be further reasonably required.
- e) Assisting the Board of Directors in hiring personnel and supervising all corporation staff.
- f) Causing to be repaired common elements when required.
- g) Establishing a preventive maintenance program for the common elements and preparing a workload schedule for site personnel.
- h) Furnishing all unit owners with a procedure to follow and people to call in case of an emergency.
- i) Conducting management functions.

2 Telephone and Communications

This account provides for the necessary phone lines required in the operation of this condominium. An allowance has also been made for fax, computer, internet and e-mail use.

3 Office Expenses

An allocation for the purchase of supplies as required to operate the management office for this condominium.

4 Meeting Costs

To cover costs incurred by the corporation to hold board and owners' meetings.

5 Insurance

The coverage obtained does not cover the contents in (nor improvements to) any unit, nor any improvements made to exclusive use common elements, nor does the insurance cover the liability of any unit owner for any occurrences within his or her unit. This cost represents a one year premium for all risk insurance for the full replacement value of the units and common elements, and includes comprehensive general liability insurance, and boilers and machinery insurance, as well as directors' errors and omissions insurance.

RUSH
NOTES TO SCHEDULE "D" -continued
ADMINISTRATIVE EXPENSES

6 Turnover Audit

This figure represents the cost of having audited financial statements of the condominium corporation, as of the last day of the month in which the turnover meeting is scheduled to be held, prepared by the Condominium's auditor (on behalf of the owners), and which 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.

7 Annual Financial Audit

This figure represents the cost of having the Condominium's auditor prepare a set of annual audited financial statements of the condominium corporation (including a balance sheet, a statement of general operations, a statement of changes in financial position, a statement of reserve fund operations, and such other additional statements and information as may be required or prescribed by the Act), and presenting them before the annual general meeting of the owners, together with the cost of having the Condominium's auditor make a formal report on such financial statements to the condominium corporation (on behalf of the owners), in accordance with sections 66 - 71 of the Act.

8 Investment Plan

An allowance for the preparation of an investment plan in accordance with section 115 sub-section 8 of the Act.

9 Reserve Fund Study

This figure represents the projected cost to engage or retain an independent and qualified consultant (being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O.Reg. 48/01 to the Act) to conduct the reserve fund study for and on behalf of the Condominium within the first year following registration, pursuant to section 94(4) of the Act. This reserve fund study will confirm, amongst other things, the requisite reserve fund for this Condominium, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy.

It is presently intended that the condominium corporation will retain an independent and qualified consultant to conduct the requisite reserve fund study forthwith following the registration of the Condominium, with the expectation that said study will be completed and available for review on or about the date of the Condominium's turnover meeting, convened in accordance with the provisions of section 43 of the Act. The consultant that is qualified to undertake the reserve fund study, may likewise be qualified to undertake the performance audit described below, and the Act does not in any way preclude the same consulting firm being retained to undertake both matters for and on behalf of the Condominium. In light of the foregoing, the figures set out in this budget representing the respective costs of the reserve fund study and the performance audit are predicated on the presumption that for the purposes of economies of scale, the firm or consultant that is retained to undertake the reserve fund study for and on behalf of the Condominium, will also thereafter be retained by the Condominium to undertake the requisite performance audit mandated by section 44 of the Act, and described below. This economy in overall costs to the Condominium (and its corresponding beneficial impact on the first year budget) stems from the fact that the same firm or consultant retained to undertake the initial reserve study and the subsequent performance audit will have already attained, in the course of undertaking the study, a thorough knowledge and familiarity with the Condominium's building components, etc., and would generally be charging a lower overall fee for both matters because of the opportunity to undertake both assignments for and on behalf of the Condominium. In the event that the condominium corporation ultimately retains a different consultant to undertake the reserve fund study or the performance audit, at a cost or charge higher than that proposed in this budget, then in the absence of some unforeseen matter, event or circumstance arising which justifies the higher figure, the declarant will disclaim any liability or responsibility for the discrepancy in cost.

10 Performance Audit

This figure represents the projected cost to engage or retain an independent and qualified consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common elements, for and on behalf of the Condominium, in accordance with the provisions of section 44 of the Act, and to correspondingly inspect (and report on) the condition or state of repair of all major components of the building(s) comprising part of the Condominium [including without limitation, the foundation, the parking garage, the wall construction, air and vapour barriers, windows, doors, elevators, roofing, mechanical and electrical systems, fire protection systems and all other components that are prescribed by the regulations to the Act from time to time, and specifically the Condominium's elevating devices, telecommunication systems, sprinkler systems and outside parking areas, if any, that service or comprise part of the Condominium, as expressly provided by section 12 of O.Reg. 48/01 to the Act], and which performance audit shall be conducted no earlier than 6 months and no later than 10 months following the registration of the Condominium.

RUSH
NOTES TO SCHEDULE "D" -continued
ADMINISTRATIVE EXPENSES

- 11 Legal Fees**
An allocation for legal services.

- 12 Two-way Radio System Lease**
Represents the annual leasing costs for a two-way radio system.

- 13 Photo Copier Lease**
Represents the annual leasing costs for a digital photo copier.

- 14 Software Program For Condominium Operations**
An annual allowance for a software program for condominium operations.

- 15 Condominium Authority Fees**
Represents fees charged by (and payable to) the condominium authority pursuant to the provisions of the Protecting Condominium Owners Act, 2015.

- 16 Community Domain/Branding & Email Services**
Represents an annual allowance for email services for community/site operations. A provision should be provided for in subsequent years for the renewal/retention of domain ownership prior to the expiry of same.

Inflation

Assumed inflation factor of 7%.

RUSH
SCHEDULE "E"
BULK INTERNET SERVICE

1	<u>Bulk Internet Service</u>	<u>\$ 38,985</u>
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NOTES:

- 1 **Bulk Internet Service**
An allowance for bulk internet service. Further and more specific details can be found in the disclosure statement. *This is being funded on a per dwelling unit basis out of the common expenses in accordance with the proportions outlined in Schedule D to the Declaration.*

Inflation

Assumed inflation factor of 7%.

RUSH
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION
(for all common expenses excluding the Bulk Internet Service Expense)

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
RETAIL UNIT	1	1	0.6857888	\$355.94	X 1	\$355.94
RESIDENTIAL DWELING UNITS:	1	2	0.7615928	\$395.28	X 1	\$395.28
	2	2	0.5708985	\$296.31	X 1	\$296.31
	3	2	0.8172613	\$424.18	X 1	\$424.18
	4	2	0.6738445	\$349.79	X 1	\$349.79
	5	2	0.6597312	\$342.42	X 1	\$342.42
	6	2	0.6016938	\$312.29	X 1	\$312.29
RESIDENTIAL DWELING UNITS:	1	3	0.6869733	\$356.55	X 1	\$356.55
	2	3	0.9285984	\$481.96	X 1	\$481.96
	3	3	0.8066014	\$418.64	X 1	\$418.64
	4	3	0.6253826	\$324.59	X 1	\$324.59
	5	3	0.7296130	\$378.69	X 1	\$378.69
	6	3	0.7497484	\$389.14	X 1	\$389.14
	7	3	0.8291057	\$430.32	X 1	\$430.32
	8	3	0.6443336	\$334.42	X 1	\$334.42
	9	3	0.6810511	\$353.48	X 1	\$353.48
	10	3	0.6940799	\$360.24	X 1	\$360.24
	11	3	0.7035554	\$365.16	X 1	\$365.16
RESIDENTIAL DWELING UNITS:	1	4	0.6869733	\$356.55	X 1	\$356.55
	2	4	0.9285984	\$481.96	X 1	\$481.96
	3	4	0.8066014	\$418.64	X 1	\$418.64
	4	4	0.6253826	\$324.59	X 1	\$324.59
	5	4	0.7296130	\$378.69	X 1	\$378.69
	6	4	0.7497484	\$389.14	X 1	\$389.14
	7	4	0.8291057	\$430.32	X 1	\$430.32
	8	4	0.6443336	\$334.42	X 1	\$334.42
	9	4	0.6810511	\$353.48	X 1	\$353.48
	10	4	0.6940799	\$360.24	X 1	\$360.24
	11	4	0.7035554	\$365.16	X 1	\$365.16
RESIDENTIAL DWELING UNITS:	1	5	0.6869733	\$356.55	X 1	\$356.55
	2	5	0.9285984	\$481.96	X 1	\$481.96
	3	5	0.8066014	\$418.64	X 1	\$418.64
	4	5	0.6253826	\$324.59	X 1	\$324.59
	5	5	0.7296130	\$378.69	X 1	\$378.69
	6	5	0.7497484	\$389.14	X 1	\$389.14
	7	5	0.8291057	\$430.32	X 1	\$430.32
	8	5	0.6443336	\$334.42	X 1	\$334.42
	9	5	0.6810511	\$353.48	X 1	\$353.48
	10	5	0.6940799	\$360.24	X 1	\$360.24
	11	5	0.7035554	\$365.16	X 1	\$365.16
RESIDENTIAL DWELING UNITS:	1	6	0.6869733	\$356.55	X 1	\$356.55
	2	6	0.9285984	\$481.96	X 1	\$481.96
	3	6	0.8066014	\$418.64	X 1	\$418.64
	4	6	0.6253826	\$324.59	X 1	\$324.59
	5	6	0.7296130	\$378.69	X 1	\$378.69
	6	6	0.7497484	\$389.14	X 1	\$389.14
	7	6	0.8291057	\$430.32	X 1	\$430.32
	8	6	0.6443336	\$334.42	X 1	\$334.42
	9	6	0.6810511	\$353.48	X 1	\$353.48
	10	6	0.6940799	\$360.24	X 1	\$360.24
	11	6	0.7035554	\$365.16	X 1	\$365.16
RESIDENTIAL DWELING UNITS:	1	7	0.6869733	\$356.55	X 1	\$356.55
	2	7	0.9285984	\$481.96	X 1	\$481.96
	3	7	0.8066014	\$418.64	X 1	\$418.64
	4	7	0.6253826	\$324.59	X 1	\$324.59
	5	7	0.7296130	\$378.69	X 1	\$378.69
	6	7	0.7497484	\$389.14	X 1	\$389.14
	7	7	0.8291057	\$430.32	X 1	\$430.32
	8	7	0.6443336	\$334.42	X 1	\$334.42
	9	7	0.6810511	\$353.48	X 1	\$353.48
	10	7	0.6940799	\$360.24	X 1	\$360.24
	11	7	0.7035554	\$365.16	X 1	\$365.16
RESIDENTIAL DWELING UNITS:	1	8	1.1346904	\$588.93	X 1	\$588.93
	2	8	0.6822355	\$354.10	X 1	\$354.10
	3	8	1.0600708	\$550.20	X 1	\$550.20
	4	8	0.6738445	\$349.79	X 1	\$349.79
	5	8	0.5922184	\$307.37	X 1	\$307.37
	6	8	0.7248753	\$376.23	X 1	\$376.23

RUSH
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION
(for all common expenses excluding the Bulk Internet Service Expense)

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
	7	8	0.6751289	\$350.41	X 1	\$350.41
	8	8	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	9	1.1121861	\$577.25	X 1	\$577.25
	2	9	0.6692067	\$347.33	X 1	\$347.33
	3	9	1.0683619	\$554.50	X 1	\$554.50
	4	9	0.6609157	\$343.03	X 1	\$343.03
	5	9	0.5803740	\$301.23	X 1	\$301.23
	6	9	0.7248753	\$376.23	X 1	\$376.23
	7	9	0.6751289	\$350.41	X 1	\$350.41
	8	9	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	10	1.1121861	\$577.25	X 1	\$577.25
	2	10	0.6692067	\$347.33	X 1	\$347.33
	3	10	1.0683619	\$554.50	X 1	\$554.50
	4	10	0.6609157	\$343.03	X 1	\$343.03
	5	10	0.5803740	\$301.23	X 1	\$301.23
	6	10	0.7248753	\$376.23	X 1	\$376.23
	7	10	0.6751289	\$350.41	X 1	\$350.41
	8	10	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	11	1.1121861	\$577.25	X 1	\$577.25
	2	11	0.6692067	\$347.33	X 1	\$347.33
	3	11	1.0683619	\$554.50	X 1	\$554.50
	4	11	0.6609157	\$343.03	X 1	\$343.03
	5	11	0.5803740	\$301.23	X 1	\$301.23
	6	11	0.7248753	\$376.23	X 1	\$376.23
	7	11	0.6751289	\$350.41	X 1	\$350.41
	8	11	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	12	1.1121861	\$577.25	X 1	\$577.25
	2	12	0.6692067	\$347.33	X 1	\$347.33
	3	12	1.0683619	\$554.50	X 1	\$554.50
	4	12	0.6609157	\$343.03	X 1	\$343.03
	5	12	0.5803740	\$301.23	X 1	\$301.23
	6	12	0.7248753	\$376.23	X 1	\$376.23
	7	12	0.6751289	\$350.41	X 1	\$350.41
	8	12	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	13	1.1121861	\$577.25	X 1	\$577.25
	2	13	0.6692067	\$347.33	X 1	\$347.33
	3	13	1.0683619	\$554.50	X 1	\$554.50
	4	13	0.6609157	\$343.03	X 1	\$343.03
	5	13	0.5803740	\$301.23	X 1	\$301.23
	6	13	0.7248753	\$376.23	X 1	\$376.23
	7	13	0.6751289	\$350.41	X 1	\$350.41
	8	13	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	14	1.1121861	\$577.25	X 1	\$577.25
	2	14	0.6692067	\$347.33	X 1	\$347.33
	3	14	1.0683619	\$554.50	X 1	\$554.50
	4	14	0.6609157	\$343.03	X 1	\$343.03
	5	14	0.5803740	\$301.23	X 1	\$301.23
	6	14	0.7248753	\$376.23	X 1	\$376.23
	7	14	0.6751289	\$350.41	X 1	\$350.41
	8	14	0.7426418	\$385.45	X 1	\$385.45
RESIDENTIAL DWELING UNITS:	1	15	0.6928955	\$359.63	X 1	\$359.63
	2	15	0.6194604	\$321.51	X 1	\$321.51
	3	15	0.5424720	\$281.56	X 1	\$281.56
	4	15	0.8717454	\$452.46	X 1	\$452.46
	5	15	0.6609157	\$343.03	X 1	\$343.03
	6	15	0.5803740	\$301.23	X 1	\$301.23
	7	15	0.6206448	\$322.13	X 1	\$322.13
	8	15	0.7426413	\$385.45	X 1	\$385.45
PARKING UNITS: (on levels B and C)	24		0.1522092	\$79.00	X 24	\$1,896.00
TANDEM PARKING UNITS:	2		0.2292772	\$119.00	X 2	\$238.00
STORAGE UNITS: (on levels A and C)	26		0.0655078	\$34.00	X 26	\$884.00
						\$51,902.22
						X 12
Annual Budget:						\$622,626.64

RUSH
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION
(for the Bulk Internet Service Expense only)

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	MONTHLY ASSESSMENT PER GROUP
RETAIL UNIT:	1	1	0.0000001	\$0.00	X 1 \$0.00
RESIDENTIAL DWELING UNITS:	1	2	0.8000000	\$25.99	X 1 \$25.99
	2	2	0.8000000	\$25.99	X 1 \$25.99
	3	2	0.8000000	\$25.99	X 1 \$25.99
	4	2	0.8000000	\$25.99	X 1 \$25.99
	5	2	0.8000000	\$25.99	X 1 \$25.99
	6	2	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	3	0.8000000	\$25.99	X 1 \$25.99
	2	3	0.8000000	\$25.99	X 1 \$25.99
	3	3	0.8000000	\$25.99	X 1 \$25.99
	4	3	0.8000000	\$25.99	X 1 \$25.99
	5	3	0.8000000	\$25.99	X 1 \$25.99
	6	3	0.8000000	\$25.99	X 1 \$25.99
	7	3	0.8000000	\$25.99	X 1 \$25.99
	8	3	0.8000000	\$25.99	X 1 \$25.99
	9	3	0.8000000	\$25.99	X 1 \$25.99
	10	3	0.8000000	\$25.99	X 1 \$25.99
	11	3	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	4	0.8000000	\$25.99	X 1 \$25.99
	2	4	0.8000000	\$25.99	X 1 \$25.99
	3	4	0.8000000	\$25.99	X 1 \$25.99
	4	4	0.8000000	\$25.99	X 1 \$25.99
	5	4	0.8000000	\$25.99	X 1 \$25.99
	6	4	0.8000000	\$25.99	X 1 \$25.99
	7	4	0.8000000	\$25.99	X 1 \$25.99
	8	4	0.8000000	\$25.99	X 1 \$25.99
	9	4	0.8000000	\$25.99	X 1 \$25.99
	10	4	0.8000000	\$25.99	X 1 \$25.99
	11	4	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	5	0.8000000	\$25.99	X 1 \$25.99
	2	5	0.8000000	\$25.99	X 1 \$25.99
	3	5	0.8000000	\$25.99	X 1 \$25.99
	4	5	0.8000000	\$25.99	X 1 \$25.99
	5	5	0.8000000	\$25.99	X 1 \$25.99
	6	5	0.8000000	\$25.99	X 1 \$25.99
	7	5	0.8000000	\$25.99	X 1 \$25.99
	8	5	0.8000000	\$25.99	X 1 \$25.99
	9	5	0.8000000	\$25.99	X 1 \$25.99
	10	5	0.8000000	\$25.99	X 1 \$25.99
	11	5	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	6	0.8000000	\$25.99	X 1 \$25.99
	2	6	0.8000000	\$25.99	X 1 \$25.99
	3	6	0.8000000	\$25.99	X 1 \$25.99
	4	6	0.8000000	\$25.99	X 1 \$25.99
	5	6	0.8000000	\$25.99	X 1 \$25.99
	6	6	0.8000000	\$25.99	X 1 \$25.99
	7	6	0.8000000	\$25.99	X 1 \$25.99
	8	6	0.8000000	\$25.99	X 1 \$25.99
	9	6	0.8000000	\$25.99	X 1 \$25.99
	10	6	0.8000000	\$25.99	X 1 \$25.99
	11	6	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	7	0.8000000	\$25.99	X 1 \$25.99
	2	7	0.8000000	\$25.99	X 1 \$25.99
	3	7	0.8000000	\$25.99	X 1 \$25.99
	4	7	0.8000000	\$25.99	X 1 \$25.99
	5	7	0.8000000	\$25.99	X 1 \$25.99
	6	7	0.8000000	\$25.99	X 1 \$25.99
	7	7	0.8000000	\$25.99	X 1 \$25.99
	8	7	0.8000000	\$25.99	X 1 \$25.99
	9	7	0.8000000	\$25.99	X 1 \$25.99
	10	7	0.8000000	\$25.99	X 1 \$25.99
	11	7	0.8000000	\$25.99	X 1 \$25.99
RESIDENTIAL DWELING UNITS:	1	8	0.8000000	\$25.99	X 1 \$25.99
	2	8	0.8000000	\$25.99	X 1 \$25.99
	3	8	0.8000000	\$25.99	X 1 \$25.99
	4	8	0.8000000	\$25.99	X 1 \$25.99
	5	8	0.8000000	\$25.99	X 1 \$25.99
	6	8	0.8000000	\$25.99	X 1 \$25.99
	7	8	0.8000000	\$25.99	X 1 \$25.99
	8	8	0.8000000	\$25.99	X 1 \$25.99

**RUSH
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION
(for the Bulk Internet Service Expense only)**

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	MONTHLY ASSESSMENT PER GROUP	
RESIDENTIAL DWELING UNITS:	1	9	0.8000000	\$25.99	X 1	\$25.99
	2	9	0.8000000	\$25.99	X 1	\$25.99
	3	9	0.8000000	\$25.99	X 1	\$25.99
	4	9	0.8000000	\$25.99	X 1	\$25.99
	5	9	0.8000000	\$25.99	X 1	\$25.99
	6	9	0.8000000	\$25.99	X 1	\$25.99
	7	9	0.8000000	\$25.99	X 1	\$25.99
	8	9	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	10	0.8000000	\$25.99	X 1	\$25.99
	2	10	0.8000000	\$25.99	X 1	\$25.99
	3	10	0.8000000	\$25.99	X 1	\$25.99
	4	10	0.8000000	\$25.99	X 1	\$25.99
	5	10	0.8000000	\$25.99	X 1	\$25.99
	6	10	0.8000000	\$25.99	X 1	\$25.99
	7	10	0.8000000	\$25.99	X 1	\$25.99
	8	10	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	11	0.8000000	\$25.99	X 1	\$25.99
	2	11	0.8000000	\$25.99	X 1	\$25.99
	3	11	0.8000000	\$25.99	X 1	\$25.99
	4	11	0.8000000	\$25.99	X 1	\$25.99
	5	11	0.8000000	\$25.99	X 1	\$25.99
	6	11	0.8000000	\$25.99	X 1	\$25.99
	7	11	0.8000000	\$25.99	X 1	\$25.99
	8	11	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	12	0.8000000	\$25.99	X 1	\$25.99
	2	12	0.8000000	\$25.99	X 1	\$25.99
	3	12	0.8000000	\$25.99	X 1	\$25.99
	4	12	0.8000000	\$25.99	X 1	\$25.99
	5	12	0.8000000	\$25.99	X 1	\$25.99
	6	12	0.8000000	\$25.99	X 1	\$25.99
	7	12	0.8000000	\$25.99	X 1	\$25.99
	8	12	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	13	0.8000000	\$25.99	X 1	\$25.99
	2	13	0.8000000	\$25.99	X 1	\$25.99
	3	13	0.8000000	\$25.99	X 1	\$25.99
	4	13	0.8000000	\$25.99	X 1	\$25.99
	5	13	0.8000000	\$25.99	X 1	\$25.99
	6	13	0.8000000	\$25.99	X 1	\$25.99
	7	13	0.8000000	\$25.99	X 1	\$25.99
	8	13	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	14	0.8000000	\$25.99	X 1	\$25.99
	2	14	0.8000000	\$25.99	X 1	\$25.99
	3	14	0.8000000	\$25.99	X 1	\$25.99
	4	14	0.8000000	\$25.99	X 1	\$25.99
	5	14	0.8000000	\$25.99	X 1	\$25.99
	6	14	0.8000000	\$25.99	X 1	\$25.99
	7	14	0.8000000	\$25.99	X 1	\$25.99
	8	14	0.8000000	\$25.99	X 1	\$25.99
RESIDENTIAL DWELING UNITS:	1	15	0.8000000	\$25.99	X 1	\$25.99
	2	15	0.8000000	\$25.99	X 1	\$25.99
	3	15	0.8000000	\$25.99	X 1	\$25.99
	4	15	0.8000000	\$25.99	X 1	\$25.99
	5	15	0.8000000	\$25.99	X 1	\$25.99
	6	15	0.8000000	\$25.99	X 1	\$25.99
	7	15	0.8000000	\$25.99	X 1	\$25.99
	8	15	0.7999947	\$25.99	X 1	\$25.99
PARKING UNITS: (on levels B and C)			0.0000001	\$0.00	X 24	\$0.00
TANDEM PARKING UNITS:			0.0000001	\$0.00	X 2	\$0.00
STORAGE UNITS: (on levels A and C)			0.0000001	\$0.00	X 26	\$0.00
						\$3,248.75
						X 12
Annual Budget:						\$38,985.00

RUSH
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)			PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)				
RETAIL UNIT	1	1	0.000001	X	1	0.000001	0.6857888	X	1	0.6857888
RESIDENTIAL DWELING UNITS	1	2	0.8000000	X	1	0.8000000	0.7615928	X	1	0.7615928
	2	2	0.8000000	X	1	0.8000000	0.5708985	X	1	0.5708985
	3	2	0.8000000	X	1	0.8000000	0.6172613	X	1	0.6172613
	4	2	0.8000000	X	1	0.8000000	0.6739445	X	1	0.6739445
	5	2	0.8000000	X	1	0.8000000	0.6597312	X	1	0.6597312
	6	2	0.8000000	X	1	0.8000000	0.6016938	X	1	0.6016938
RESIDENTIAL DWELING UNITS	1	3	0.8000000	X	1	0.8000000	0.6869733	X	1	0.6869733
	2	3	0.8000000	X	1	0.8000000	0.9285984	X	1	0.9285984
	3	3	0.8000000	X	1	0.8000000	0.8066014	X	1	0.8066014
	4	3	0.8000000	X	1	0.8000000	0.6253826	X	1	0.6253826
	5	3	0.8000000	X	1	0.8000000	0.7296130	X	1	0.7296130
	6	3	0.8000000	X	1	0.8000000	0.7497484	X	1	0.7497484
	7	3	0.8000000	X	1	0.8000000	0.8291057	X	1	0.8291057
	8	3	0.8000000	X	1	0.8000000	0.6443336	X	1	0.6443336
	9	3	0.8000000	X	1	0.8000000	0.6810511	X	1	0.6810511
	10	3	0.8000000	X	1	0.8000000	0.6940799	X	1	0.6940799
	11	3	0.8000000	X	1	0.8000000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	4	0.8000000	X	1	0.8000000	0.6869733	X	1	0.6869733
	2	4	0.8000000	X	1	0.8000000	0.9285984	X	1	0.9285984
	3	4	0.8000000	X	1	0.8000000	0.8066014	X	1	0.8066014
	4	4	0.8000000	X	1	0.8000000	0.6253826	X	1	0.6253826
	5	4	0.8000000	X	1	0.8000000	0.7296130	X	1	0.7296130
	6	4	0.8000000	X	1	0.8000000	0.7497484	X	1	0.7497484
	7	4	0.8000000	X	1	0.8000000	0.8291057	X	1	0.8291057
	8	4	0.8000000	X	1	0.8000000	0.6443336	X	1	0.6443336
	9	4	0.8000000	X	1	0.8000000	0.6810511	X	1	0.6810511
	10	4	0.8000000	X	1	0.8000000	0.6940799	X	1	0.6940799
	11	4	0.8000000	X	1	0.8000000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	5	0.8000000	X	1	0.8000000	0.6869733	X	1	0.6869733
	2	5	0.8000000	X	1	0.8000000	0.9285984	X	1	0.9285984
	3	5	0.8000000	X	1	0.8000000	0.8066014	X	1	0.8066014
	4	5	0.8000000	X	1	0.8000000	0.6253826	X	1	0.6253826
	5	5	0.8000000	X	1	0.8000000	0.7296130	X	1	0.7296130
	6	5	0.8000000	X	1	0.8000000	0.7497484	X	1	0.7497484
	7	5	0.8000000	X	1	0.8000000	0.8291057	X	1	0.8291057
	8	5	0.8000000	X	1	0.8000000	0.6443336	X	1	0.6443336
	9	5	0.8000000	X	1	0.8000000	0.6810511	X	1	0.6810511
	10	5	0.8000000	X	1	0.8000000	0.6940799	X	1	0.6940799
	11	5	0.8000000	X	1	0.8000000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	6	0.8000000	X	1	0.8000000	0.6869733	X	1	0.6869733
	2	6	0.8000000	X	1	0.8000000	0.9285984	X	1	0.9285984
	3	6	0.8000000	X	1	0.8000000	0.8066014	X	1	0.8066014
	4	6	0.8000000	X	1	0.8000000	0.6253826	X	1	0.6253826
	5	6	0.8000000	X	1	0.8000000	0.7296130	X	1	0.7296130
	6	6	0.8000000	X	1	0.8000000	0.7497484	X	1	0.7497484
	7	6	0.8000000	X	1	0.8000000	0.8291057	X	1	0.8291057
	8	6	0.8000000	X	1	0.8000000	0.6443336	X	1	0.6443336
	9	6	0.8000000	X	1	0.8000000	0.6810511	X	1	0.6810511
	10	6	0.8000000	X	1	0.8000000	0.6940799	X	1	0.6940799
	11	6	0.8000000	X	1	0.8000000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	7	0.8000000	X	1	0.8000000	0.6869733	X	1	0.6869733
	2	7	0.8000000	X	1	0.8000000	0.9285984	X	1	0.9285984
	3	7	0.8000000	X	1	0.8000000	0.8066014	X	1	0.8066014
	4	7	0.8000000	X	1	0.8000000	0.6253826	X	1	0.6253826
	5	7	0.8000000	X	1	0.8000000	0.7296130	X	1	0.7296130
	6	7	0.8000000	X	1	0.8000000	0.7497484	X	1	0.7497484
	7	7	0.8000000	X	1	0.8000000	0.8291057	X	1	0.8291057
	8	7	0.8000000	X	1	0.8000000	0.6443336	X	1	0.6443336
	9	7	0.8000000	X	1	0.8000000	0.6810511	X	1	0.6810511
	10	7	0.8000000	X	1	0.8000000	0.6940799	X	1	0.6940799
	11	7	0.8000000	X	1	0.8000000	0.7035554	X	1	0.7035554
RESIDENTIAL DWELING UNITS	1	8	0.8000000	X	1	0.8000000	1.1346904	X	1	1.1346904
	2	8	0.8000000	X	1	0.8000000	0.6822355	X	1	0.6822355
	3	8	0.8000000	X	1	0.8000000	1.0600708	X	1	1.0600708
	4	8	0.8000000	X	1	0.8000000	0.6739445	X	1	0.6739445
	5	8	0.8000000	X	1	0.8000000	0.5922184	X	1	0.5922184
	6	8	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	8	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	8	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS	1	9	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	9	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	9	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	9	0.8000000	X	1	0.8000000	0.6608157	X	1	0.6608157
	5	9	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	9	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	9	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	9	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418
RESIDENTIAL DWELING UNITS	1	10	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861
	2	10	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067
	3	10	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619
	4	10	0.8000000	X	1	0.8000000	0.6608157	X	1	0.6608157
	5	10	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740
	6	10	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753
	7	10	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289
	8	10	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418

RUSH
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)			PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)					
RESIDENTIAL DWELING UNITS	1	11	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861	
	2	11	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067	
	3	11	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619	
	4	11	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157	
	5	11	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740	
	6	11	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753	
	7	11	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289	
	8	11	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418	
RESIDENTIAL DWELING UNITS	1	12	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861	
	2	12	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067	
	3	12	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619	
	4	12	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157	
	5	12	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740	
	6	12	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753	
	7	12	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289	
	8	12	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418	
RESIDENTIAL DWELING UNITS	1	13	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861	
	2	13	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067	
	3	13	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619	
	4	13	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157	
	5	13	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740	
	6	13	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753	
	7	13	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289	
	8	13	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418	
RESIDENTIAL DWELING UNITS	1	14	0.8000000	X	1	0.8000000	1.1121861	X	1	1.1121861	
	2	14	0.8000000	X	1	0.8000000	0.6692067	X	1	0.6692067	
	3	14	0.8000000	X	1	0.8000000	1.0683619	X	1	1.0683619	
	4	14	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157	
	5	14	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740	
	6	14	0.8000000	X	1	0.8000000	0.7248753	X	1	0.7248753	
	7	14	0.8000000	X	1	0.8000000	0.6751289	X	1	0.6751289	
	8	14	0.8000000	X	1	0.8000000	0.7426418	X	1	0.7426418	
RESIDENTIAL DWELING UNITS	1	15	0.8000000	X	1	0.8000000	0.6928955	X	1	0.6928955	
	2	15	0.8000000	X	1	0.8000000	0.6194604	X	1	0.6194604	
	3	15	0.8000000	X	1	0.8000000	0.5424720	X	1	0.5424720	
	4	15	0.8000000	X	1	0.8000000	0.8717454	X	1	0.8717454	
	5	15	0.8000000	X	1	0.8000000	0.6609157	X	1	0.6609157	
	6	15	0.8000000	X	1	0.8000000	0.5803740	X	1	0.5803740	
	7	15	0.8000000	X	1	0.8000000	0.6206448	X	1	0.6206448	
	8	15	0.7999947	X	1	0.7999947	0.7426413	X	1	0.7426413	
PARKING UNITS (on levels B and C)			0.0000001	X	24	0.0000024	0.1522092	X	24	3.6532028	
TANDEM PARKING UNITS			0.0000001	X	2	0.0000002	0.2292772	X	2	0.4585544	
STORAGE UNITS (on levels A and C)			0.0000001	X	26	0.0000026	0.0655078	X	26	1.7032028	
						<u>100.0000000</u> %					
							<u>100.0000000</u> %				