

WONDER CONDOMINIUMS

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Disclosure Statement Table of Contents

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

Declarant's name: **462 DEVELOPMENTS INC.**

Declarant's municipal address: 200 King Street West, Suite 1602
Toronto, Ontario
M5H 3T4

Brief legal description of the property/proposed property:

Lots 101 to 104 inclusive and Part of Lots 25, 26, 27 and 28 to 38 inclusive, and Part of the lane lying north of Lots 31 to 38 and west of Lots 27 to 30 on Registered Plan M-19, designated as Parts 1, 2, 4 and 5 on Reference Plan 66R-14084, City of Toronto

Mailing address of the property/proposed property:

Not yet available

Municipal address of the property/proposed property:

Not yet available

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

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

Purchasers should review all documentation.

In this Table of Contents,

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

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

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

Matter		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1. The Corporation is a freehold condominium corporation that is a standard condominium corporation.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part 1, Section 3, Page 2 of the Declaration
2. The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part G, Subsection (d), Page 13 of the Disclosure Statement
3. The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.) Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part G, Subsection (d), Page 13 of the Disclosure Statement
4. A building on the property or a unit has been converted from a previous use.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part G, Subsection (e), Page 14 of the Disclosure Statement
5. One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part D, Section 5, Pages 6 and 7 of the Disclosure Statement
6. A provision exists with respect to pets on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part G, Subsection (m), Page 15 of the Disclosure Statement, Part 3, Section 15(f), Page 5 and Part 5, Section 20(g), Pages 8 and 9 of the Declaration, Rule 19, Page 2 of the Rules of the Corporation
7. There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: N/A
8. The declarant intends to lease a portion of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Part G, Subsection (f), Page 14 of the Disclosure Statement
9. The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration
10. The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration
11. One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: N/A
12. There is an existing or proposed by-law establishing what constitutes a standard unit. Note: Under clause 43 (5) (h) of the <i>Condominium Act, 1998</i> , the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule XIII to the Disclosure Statement

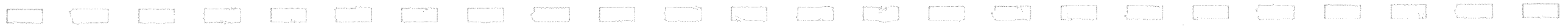
13. Part or the whole of the common elements are subject to a lease or licence.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: N/A
14. Parking for owners is allowed: in or on a unit; on the common elements; on a part of the common elements of which an owner has exclusive use. There are restrictions on parking.	Yes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Part D, Section 3, Subsection (II), Pages 2 and 3 of the Disclosure Statement N/A N/A Part D, Section 3, Subsection (II), Pages 2 and 3 of the Disclosure Statement, Sections 18 and 21, Pages 6, 9 and 10 of the Declaration and Rules 12 and 13, Page 1 of the Rules of the Corporation
15. Visitors must pay for parking. The anticipated costs are unknown. There is visitor parking on the property.	Yes <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> No <input type="checkbox"/>	Refer to: Part D, Section 3, Subsection (II), Page 3 of the Disclosure Statement Part D, Section 3, Subsection (II), Page 3 of the Disclosure Statement
16. The declarant may provide major assets and property, even though it is not required to do so.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: N/A
17. The corporation is required: (a) to purchase units or assets; (b) to acquire services; The Corporation will enter into a management agreement with a company appointed by the Declarant (the "Manager") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation, for a period of 3 years from the date of creation of the Corporation. (c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. The Corporation will enter into the following agreements with the Declarant: agreements titled Reciprocal Operating Agreement and Warranty Agreement, as set out in the Disclosure Statement.	Yes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/>	Refer to: N/A Part F, Section (I), Page 10 of the Disclosure Statement Part D, Section 6, Pages 7 and 8 and Part F, Subsection (XI), Page 12 of the Disclosure Statement
18. The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description. (1) The current use of the land is: vacant. (2) The declarant has made representations respecting the future use of the land. The disclosure statement contains a statement of the representations. (3) Applications have been submitted to an approval authority respecting the use of the land. The disclosure statement contains a summary of the applications.	Yes <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> No <input type="checkbox"/> No <input type="checkbox"/>	Refer to: Part G, Subsection (j), Page 14 of the Disclosure Statement Part G, Subsection (j), Page 14 of the Disclosure Statement Part G, Subsection (j), Page 14 of the Disclosure Statement
19. To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Refer to: Part G, Subsection (g), Page 14 of the Disclosure Statement



The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Schedule X to the Disclosure Statement.

This disclosure statement is made this 15th day of September, 2018.

Disclosure Statement



DISCLOSURE STATEMENT

This disclosure statement is delivered to the purchaser of each proposed residential unit pursuant to the Condominium Act, 1998, S.O. 1998, c.19 and regulations thereunder (hereinafter the "Act"). All terms which are referred to in this disclosure statement and which are defined in the Act shall have the meaning as defined in the Act unless the context herein otherwise requires.

A. TABLE OF CONTENTS

The table of contents forms part of this disclosure statement.

B. DATE OF DISCLOSURE STATEMENT

This disclosure statement is made this 15th day of September, 2018.

C. NAME AND MUNICIPAL ADDRESS

The name and municipal address of the proposed declarant (the "Declarant"), the mailing and municipal address of the proposed property and a brief legal description of the proposed property (the "Property") are as follows:

DECLARANT: **462 DEVELOPMENTS INC.**
200 King Street West, Suite 1602
Toronto, Ontario
M5H 3T4

PROPERTY: Lots 101 to 104 inclusive and Part of Lots 25, 26, 27 and 28 to 38 inclusive, and Part of the lane lying north of Lots 31 to 38 and west of Lots 27 to 30 on Registered Plan M-19, designated as Parts 1, 2, 4 and 5 on Reference Plan 66R-14084, City of Toronto

The proposed municipal address for the property is not yet available.

D. GENERAL DESCRIPTION OF THE PROJECT

Section 1 - Type of Condominium Corporation

The proposed condominium corporation will be a freehold condominium corporation that is a standard condominium corporation as defined by the Act. The corporation to be created upon registration of the declaration (the "Declaration") and description relating to the Condominium is herein referred to as the "Corporation". The property described in the description, including the building to be constructed thereon and the interest appurtenant thereto, is hereinafter referred to as the "Condominium".

Section 2 - Division and Composition of the Overall Site

The Property, as described above, is located on the north side of Eastern Avenue between Booth Avenue and Logan Avenue in the City of Toronto. The Declarant intends to construct a mixed use building (the "Building") containing the Condominium and a retail component (the "Retail Component"), with the Condominium and the Retail Component being collectively referred to herein as the "Development". The Condominium will be constructed on the Property substantially as shown on the Plan of Condominium attached hereto. The Retail Component is intended to be a separate freehold ownership as shown on the Plan of Condominium which will contain retail uses on the ground level and a commercial parking area, which may be a paid public parking operation, within the first underground level of the Building as further described herein.

The Condominium and the Retail Component (collectively the "Components" and individually a "Component") will each retain the ownership of their own lands and assets, although the Components are intended to function as a joint project in which various services and facilities, as further detailed herein will be shared and sufficient easements shall be granted to provide for the maintenance and repair of the respective properties and to enable the occupants, guests and invitees of the Components to have access to the respective properties as explained herein.

Vehicular access and egress to and from the underground parking garage of the Development will be from a laneway running westerly off of Logan Avenue and then southward around the building to the garage ramp as shown on the Plan of Condominium attached hereto. The Condominium will also contain a walkway to the north of the Building that will connect from Booth Avenue to the laneway running north and south at the rear of the properties fronting on Booth

Avenue and Logan Avenue and which will be open for use by the general public on a 24 hour a day, seven day a week basis.

Section 3 - Description of the Building and Units

(I) The Building

It is intended that the Building will be an 8 storey building with 2 underground levels in which the Condominium will comprise parts of level 1, all of levels 2 to 8, part of level A and all of level B, with certain of the residential units on level 1 being 2 storey units. The Retail Component will be located on part of level 1 and part of level A of the Building. Purchasers are advised that the Condominium is intended to contain 3 elevators which will provide service to all levels of the Condominium and that the Retail Component will contain a separate elevator to provide access to the commercial parking facility on level A of the Building, provided that the Declarant reserves the right to make changes to the location, configuration and operations of the elevators within the Building and to increase or decrease the number of elevators serving the Building or any parts thereof.

While each of the Components have been designed to operate independently of the other areas of the Development, certain services and facilities, which include, without limitation, the garage ramps, loading and delivery facilities, electrical rooms, electrical services, water service, service areas, corridors, lobbies and exit stairwells may be located within any one of the Components and will be subject to easements in favour of the Components which are to share in the use of such areas with the costs of maintenance and repair of such areas being shared as further detailed herein. While the heating, cooling and ventilation systems and related systems are intended to operate independently of the other areas of the Development, the Declarant reserves the right to have the Components share and utilize the same heating, cooling and ventilation systems and to integrate said systems with the aforementioned services and facilities.

(II) Residential Units, Parking Units and Storage Units

The Condominium is intended to contain, inter alia, 286 residential units on levels 1 to 8 inclusive. Underground levels A and B will contain the parking units and storage units.

Each residential unit owner shall have the exclusive use of portions of the common elements, as described in the declaration (the "Declaration"). Subject to the provisions of the Declaration, by-laws and rules, each residential unit owner is responsible for the maintenance and repair of his residential unit.

In particular, Purchasers of units on Level 1 are advised to refer to the Plan of Condominium that is attached hereto in order to familiarize themselves with the extent of the exclusive use common element areas, as it is currently contemplated that porches and front entries of the residential units with direct exterior access will be part of the exclusive use common element areas of the respective units in which occupants will be permitted to locate seasonal furniture, provided that such areas may not be used for any storage of any items. It is also intended that the Corporation shall be responsible for the maintenance of all landscaping and clearing of all ice and snow from porches and stairways within the exclusive use common element areas on Level 1 which provide access and egress to and from the residential units from the adjoining public sidewalks, provided that the Declarant reserves the right to alter such obligations and make unit owners and occupants responsible for any one or more of the foregoing duties.

Purchasers of residential units on Level 1 fronting onto Booth Avenue and Logan Avenue are advised that such residential units will have access from the adjoining public sidewalk and that there is not intended to be any separate barrier or separation between the public sidewalk and the doors and entryways of such units as shown on the Plan of Condominium attached hereto. Such residential units on Level 1 fronting onto Booth Avenue and Logan Avenue will also have alternate interior hallway access to the respective units on the lower floor of the residential units. The balance of the residential units on Level 1 will have access to their units from the common element hallways of the Condominium. All Purchasers of residential units on Level 1 are advised to refer to the Plan of Condominium attached hereto to familiarize themselves with, inter alia, the access and egress points to and from their units, the location of hallways serving the various residential units on Level 1, and proximity of their exclusive use areas to the common element walkways, the garage ramp and loading areas of the Development.

The Condominium will contain approximately 201 parking units and 287 storage units. Such parking units and storage units shall be designated by the Declarant in the manner provided for in the Agreement of Purchase and Sale pursuant to which each purchaser has purchased his residential unit. Purchasers are also advised that certain parking units and storage units may be

of different sizes and dimensions throughout the Condominium in comparison with other units of the same type. The Declarant reserves the right to sell or lease any additional parking units and/or storage units to purchasers or tenants of any of the units of the Condominium and/or the owner(s) or tenants of any of the Retail Component; or they may be retained by the Declarant; or any such parking units may be utilized for, and/or leased or sold to, a car share parking operator for use as a car share service from such parking units; or parking units and/or storage units may be sold or leased to parties outside of the Building in which event there may be no restrictions or limited restrictions on ownership and leasing or parking units and/or storage units by such other parties. In such event, owners of the parking units and/or storage units shall not be permitted to access any other areas or parts of Condominium. The Declarant shall install card access or other similar systems in elevators and stairwells in order to restrict access by the owners of the parking units and/or storage units only to those areas required to provide access to the parking and storage areas on a 24 hour basis. Purchasers are also advised that the Declarant reserves the right to locate storage units in other locations throughout the Condominium, including on upper levels in proximity or adjacent to residential units.

The Condominium is currently intended to contain approximately 42 paid residential visitor parking spaces to be available for use by permitted visitors, guests and others to the Condominium, such parking spaces shall form part of the common elements of the Condominium and neither used by or sold to unit owners or be considered part of the exclusive use portions of the common elements. Purchasers are advised that the Declarant reserves the right to increase or decrease the number of paid visitor parking spaces and to convert the paid visitor parking area of the Condominium to a visitor parking area at no charge to the users thereof. In the event the paid parking area is converted to a visitor parking area at no charge to the users thereof, purchasers are advised that at any time after registration, the Corporation may elect to charge for use of the visitor parking spaces of the Condominium. Purchasers are advised that the costs to be charged for use of the paid residential visitor parking spaces is not currently determined however the Declarant advises that such parking fees are intended to be at market rates to be determined by the Declarant and/or the Corporation. Purchasers are advised that it is intended that visitors to the Condominium are not permitted to park within the commercial paid parking facility forming part of the Retail Component and that visitors to the Retail Component are not permitted to park within the visitor parking area of the Condominium. Purchasers are also advised that there is not intended to be any physical separation or gates between the paid visitor parking area of the Condominium and the parking spaces of the Retail Component.

The Declarant reserves the right, at its option, to (a) increase or decrease the number of residential units, parking units and/or storage units; (b) increase or decrease the number of levels within the Building, including the elimination or addition of underground levels from or to the Building; (c) increase or decrease the number of elevators in the Condominium; and (d) increase or decrease the number of visitor parking spaces in the Condominium and/or provide for visitor parking spaces to be on a non-paid basis. In the event the number of levels of the Condominium is reduced, purchasers are advised that the number of Residential Units will be reduced, and in such event, the Recreational Facilities, as defined and set out herein, may also be reduced or modified, and common expenses may increase. Accordingly, the purchaser's residential unit number, level number, parking unit number and storage unit number may change from that originally proposed in the Agreement of Purchase and Sale or in this Disclosure Statement and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

(III) Handicapped Parking

The Declarant will designate a certain number of parking units as handicapped in such number and in such locations as the applicable governmental authority designates. In the event that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a parking unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped parking unit, the user or any person occupying a handicapped parking unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped parking unit with the parking unit that the handicapped person had the right to occupy. Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a parking unit. No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure.

(IV) Energized Parking Units

The Condominium may contain an undetermined number of visitor parking spaces and parking units (individually, an "Energized Parking Unit" and collectively, the "Energized Parking Units")

that will contain a conduit for wiring in order that an electrical receptacle (the "Electrical Receptacle") may be installed to supply electricity for the purposes of connecting and charging an electrical motor vehicle containing an engine that operates in part or solely by an electrical battery (the "Electrical Motor Vehicle"). If an owner or tenant of a residential unit uses an Electrical Motor Vehicle and provides notice in writing to the Corporation requesting the use of an Energized Parking Unit, the user or any person occupying the Energized Parking Unit, provided such user is not an owner of an Electrical Motor Vehicle, upon notice from the Corporation, shall be required to exchange with such owner/tenant the right to occupy that Energized Parking Unit with the parking unit that such person had the right to occupy. Such exchange of the right to use will cease upon the date on which the owner of that residential unit ceases to operate the Electrical Motor Vehicle. No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure. Any owner/occupier of an Energized Parking Unit that connects its Electrical Motor Vehicle into the Electrical Receptacle will be required to pay to the Corporation, in addition to the monthly common expenses relating to such unit, a monthly charge to be determined by the Corporation for the use of electricity or the Declarant may elect to increase the common expenses of the Energized Parking Units rather than meter same. The cost of any required equipment to connect the Electrical Motor Vehicle and installation of same shall be at the sole expense of the user of the Electrical Receptacle.

(V) Communications Unit(s)

The Declarant advises that there may be one or more communications units located in the Condominium which are to be retained by the Declarant or transferred, licenced or leased to one or more third parties (the "communications units"). The communications units, if created, may include all or part of the rooftop of the Building or may be located in such other location(s) determined by the Declarant in its sole and absolute discretion. In the event of the creation of the communications units, the Corporation may be restricted from erecting or permitting certain types of equipment and communications facilities as may be determined by the Declarant. The communications units, if created, may be utilized for such uses and purposes as are permitted from time to time by relevant and applicable municipal, federal and provincial laws, by-laws, rules and regulations, including, without limitation, for the operation of telecommunication facilities and the provision of telecommunications services to the Property as well as to other properties and for commercial purposes. The communications units will have equipment that will be supplied and maintained by the entity or entities utilizing such communications units and not the Corporation. Such entity or entities shall be responsible for its/their own utility consumption in respect of the communications units and the owner of the communications units shall be responsible for its proportionate share of the common expenses. The Declarant reserves the right not to create the communications units in the Condominium by having the respective area form part of the common element areas of the Condominium. If the communications units are so created, the common interest of the communications units and their proportionate share of the common expenses shall be allocated by the Declarant, in its sole discretion, provided that each Purchaser's common interest and proportionate share of the common expenses will not change materially.

Section 4 - Amenities

(I) Recreational Amenities

There will be constructed on level A of the Condominium the following recreational facilities:

- (a) on level A of the Condominium:
 - (i) a gym;
 - (ii) male change room;
 - (iii) female change room; and
 - (iv) bicycle maintenance station;
- (b) on level 1 of the Condominium:
 - (i) a multi-purpose family room;
 - (ii) co-working space; and
 - (iii) dog wash station;

(c) on level 8 of the Condominium:

- (i) a multi-purpose room, including an outdoor amenity space which is intended to contain barbeques,

(collectively the "Recreational Facilities") which will benefit the residents of the Condominium. The Recreational Facilities will form part of the common elements of the Condominium. The Declarant reserves the right to make changes and modifications to the size, location, amenities, furniture and equipment comprising the Recreational Facilities, all in its absolute and unfettered discretion. The Declarant also advises that it may locate the Recreational Facilities or additional amenities throughout various locations in the Building and possibly adjacent to residential units. As a result of either of the foregoing possibilities, Purchasers are advised that their residential units are or may be situate adjacent or in proximity to amenities which may result in disturbances arising from the use of such amenities which may impact residential units. The Declarant reserves the right to: (a) relocate any of the amenities set out herein; (b) locate additional amenities throughout other areas of the Building; (c) locate amenities adjacent to or in proximity to residential units; and (d) make other changes and modifications to the use, size, location, amenities, furniture and equipment comprising the Recreational Facilities, all in its absolute and unfettered discretion.

The Declarant estimates that construction of the Recreational Facilities will be commencing approximately January, 2023 and that the Recreational Facilities will be completed no later than one year following the month on which the first unit owner of the Condominium takes occupation of his residential unit and will be available for use by residents immediately following their completion. As of the date hereof, the Declarant is unable to describe the amenities that will be available to the occupants of the Condominium during the period of interim occupancy.

Purchasers are also advised that the Declarant may enter into one or more leases for the fitness and other equipment to be provided in the Recreational Facilities (the "Recreational Equipment Lease") or any agreements in respect of the management or operation of the Recreational Facilities with any providers of such services (the "Recreational Management Agreement"). The Recreational Equipment Lease and/or Recreational Management Agreement may either be entered into by the Declarant and assigned to the Corporation or entered into by the Corporation directly with the lessor(s) of the applicable equipment and/or provider of services. The estimated costs of the Recreational Equipment Lease and the Recreational Management Agreement may not be included in the Budget Statement attached hereto, although the Declarant has not, as of the date hereof, established the exact equipment and lease terms nor services to be provided with the providers of such equipment and services. Purchasers are advised that the Declarant reserves the right not to enter into the Recreational Equipment Lease and provide any equipment at no charge to the Corporation; enter into loans to be assumed by the Corporation for the financing of equipment in the place and stead of a lease or leases; revise or alter the equipment to be provided within the Recreational Facilities from any equipment shown, listed or depicted in any sales or promotional materials; and not provide any management or services for the operation of the Recreational Facilities and all such changes shall be deemed not to be a material change pursuant to the provisions of the Act.

(II) Concierged Lobby

There is presently proposed to be a concierged lobby on level 1 of the Condominium (the "Concierged Lobby") for which the costs of operation shall be included in the common expenses of the Corporation. All purchasers are advised that the Budget provides for concierge service on a limited basis on hours and days as may be determined by the Declarant and/or the Corporation; that the number of personnel and the hours of operation may vary from time to time, and that the Declarant makes no representation or warranty as to the number of personnel during various times of days and days of the week in which the concierge will be in operation and staffed to provide concierge services to the Condominium occupants. Furthermore, Purchasers are advised that the provision of the concierge service will begin only at such time as a sufficient amount of residential units in the Condominium are occupied as determined by the Declarant, and until such time, the concierge service may not be in operation or will function at a reduced capacity. The Declarant reserves the right to provide for automated or remote entry services, provided that such automated or remote service may only be available during limited hours and limited days of the week.

(III) Automated Parcel Storage

There may be an automated parcel storage facility within the common elements of the Condominium (the "Automated Parcel Storage") intended for the delivery, storage and retrieval of parcels, the costs of which may either be included in the common expenses of the Corporation or

be charged on a pay-for-service basis for each individual user, as may be determined by the Declarant or the Corporation. Purchasers are also advised that the Declarant may enter into one or more contracts or any agreements in respect of the Automated Parcel Storage with any providers of such services (the "Automated Parcel Storage Agreement"). The Automated Parcel Storage Agreement may either be entered into by the Declarant and assigned to the Corporation or entered into by the Corporation directly with the provider of services. The estimated cost of the Automated Parcel Storage Agreement may not be included in the Budget Statement attached hereto, although the Declarant has not, as of the date hereof, established the exact services to be provided with the providers of such services.

Section 5 - Description of the Retail Component

The Retail Component will be located on a portion of levels 1 and underground level A and will contain an area of approximately 11,000 square feet on level 1 and approximately 15 parking spaces on level A, which includes 5 car share spaces, although the Declarant reserves the right to increase or decrease the size of the Retail Component on both level 1 and level A.

The Retail Component shall be used and occupied only for retail uses in conformity with all applicable zoning and building by-laws and regulations of the City of Toronto and any other governmental authority having jurisdiction (the foregoing collectively referred to as the "Applicable Zoning By-Laws") and purchasers are advised that such uses may include grocery store operations, restaurant operations, coffee shop and/or café operations, fast food restaurant operations or other food and beverage operations, including, without limitation, restaurants or bars or other establishments selling wine, alcoholic beverages or beer, with such operations being open on a 24 hours a day, 7 days per week basis. Purchasers are advised that in the event of the foregoing uses, food smells, odours, noise and traffic levels in the vicinity of the Condominium may be increased during and outside of regular operating hours.

Purchasers are advised that it is anticipated that the Retail Component will contain multiple retail operations, although the exact number of retail operations has not yet been determined. Purchasers are also advised that following the initial operation of the Retail Component, the Declarant makes no representation or warranty with respect to the future composition of the Retail Component and that such space and the uses therein may be modified at any time in the future as set out herein or otherwise. Accordingly, any changes contemplated herein shall not constitute a material change within the meaning of the Act.

Any owner or tenant of the Retail Component shall be entitled to erect or maintain signs and/or advertising materials within or affixed to windows, exterior walls and doors within the Retail Component as well as within signage areas to be established for the Retail Component.

The parking spaces located on level A of the Retail Component are intended to provide parking for approximately 15 cars (inclusive of car share parking spaces) and are intended to operate as a public paid parking garage in conformity with Applicable Zoning By-Laws, which may also include a car share parking operation within 5 of the parking spaces which will permit customers of such service, which includes the general public, to access and utilize the vehicles of the car share service. Purchasers are advised that the operator of the public paid parking garage in the Retail Component may be the same operator as that of the paid parking area of the Condominium. The Retail Component is intended to retain ownership of the areas on level A comprising the parking spaces of the Retail Component with the garage entrance ramp from the public roadway and drive aisles providing access to the other areas of the garage forming part of the common elements of the Condominium. The required easements will be granted to the Retail Component in order to permit the shared use of such areas and for the Condominium and the Retail Component to operate as a joint project sharing such areas with the underground parking garage functioning as a single garage with the 2 distinct areas. The portion of the underground garage forming part of the Condominium and containing the parking units of the Condominium shall have access restricted from the Retail Component only to the owners and occupants of the parking units of the Condominium with the visitor parking area of the Condominium not being separated from the parking spaces forming part of the Retail Component. Purchasers are advised that access to bicycle parking areas and potentially storage units may be through the Retail Component as such rooms or areas containing the foregoing may be located on the same level as the parking area of the Retail Component.

Patrons of the parking area of the Retail Component may be granted permanent and/or emergency pedestrian access and egress to and from the parking area through the lobby of the Condominium and the elevators and stairways of the Condominium which provide access to and egress from the parking area. In such event the patrons of the parking area and the general public shall not be permitted to access any other areas or parts of the Condominium. The Declarant shall install card access or other similar systems in elevators and stairwells in order to

restrict access by the patrons of the parking area only to those areas required to provide access to the parking area on a 24 hour basis.

The Retail Component will have one or more separate entrances from the Condominium to the Building and accordingly, the occupants and customers of the Retail Component are not permitted to make use of any of the facilities or amenities of the Condominium and may not access any parts of the Condominium.

The Retail Component, as earlier explained, may share certain services and facilities of the Building with the Condominium, which areas, include, without limitation, the garage entrance ramp and drive aisles, loading and delivery facilities, electrical services, water service, service areas, corridors, lobbies and exit stairwells, various other services and utilities required for the operation of the Condominium and the Retail Component, and all services and facilities located within any one of the Components and providing service to the other Component and for which easements shall be granted in favour of the respective properties for the reciprocal use and sharing of such areas. While the heating, cooling and ventilation systems and related systems of the Retail Component and the Condominium are intended to operate independently of each other, the Declarant reserves the right to have the Components share and utilize the same heating, cooling and ventilation systems and to integrate said systems with the aforementioned services and facilities. Purchasers are advised that the owners and occupants of the Retail Component will have access to various portions of the common elements for access to and use of the shared facilities and services and for the operation of the Retail Component within the Building. Purchasers are also advised that the Retail Component shall have the right through the aforesaid easements of maintaining mechanical ducts transfers or other mechanical equipment within the common elements of the Condominium. The Reciprocal Operating Agreement, described herein, will govern the sharing of facilities, services and utilities with the Retail Component.

The Declarant currently intends that the loading and delivery facilities, along with other facilities and areas of the Development which are to be shared and utilized by both the Condominium and the Retail Component and which are currently included in the Plan of Condominium and currently form part of the common elements on the Condominium, are to be subject to easements in favour of the Retail Component in order to permit the use of such facilities and areas by the occupants of the Retail Component. Additionally, Purchasers are advised that the Declarant reserves the right to include any one or more of the facilities and areas shown as forming part of the common elements of the Condominium in the ownership and as part of the Retail Component, in which event the Condominium will be provided with the necessary easements in order to permit the use thereof by the Condominium.

The Declarant advises that it reserves the right to increase or decrease the size of the Retail Component; increase or decrease the number of parking spaces located within level A of the Retail Component; alter the location and configuration of the Retail Component; split the Retail Component into 2 or more separate freehold components; create the Retail Component as a separate condominium plan; include all or part of the Retail Component as retail or commercial units or parking units in the Condominium; increase, decrease or eliminate the number of car share parking spaces; restrict use of the parking spaces forming part of the Retail Component by visitors to the Condominium; or not operate the parking spaces forming part of the Retail Component as a public paid parking operation or as a paid parking facility and restrict its use to the occupants, visitors and customers of the Retail Component, in which event all required changes to the applicable documents shall be incorporated, and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

Section 6 - Description of the Reciprocal Operating Agreement

The Corporation and the owner of the Retail Component will share the cost of the repair, maintenance and operation of, and be entitled to the use and enjoyment of, various general services which serve the Components collectively and certain specific services serving any one of the Components but are situated on the property of the other Component.

The Components will together share the cost of operating, maintaining, repairing and replacing: the garage entrance ramp and drive aisles, loading and delivery facilities, heating, cooling and ventilation systems (if applicable), electrical services, mechanical services, water service, service areas, corridors, lobbies and exit stairwells, various other services and utilities required for the operation of the Condominium and the Retail Component, and all services and facilities located within any one of the Components and providing service to the other Component (the "Shared Facilities"), which shall include costs relating to the maintenance and administration of the Shared Facilities as more particularly set out in the Budget attached hereto pursuant to the Reciprocal Operating Agreement. Purchasers are advised that the Declarant reserves the right to

alter the Shared Facilities whether by sharing any heating and cooling systems, mechanical systems, electrical systems and any other systems and facilities of the Building which are not currently described as being shared or to provide separate services and facilities for any systems that are currently described as being shared services or facilities, and in the event of any of the foregoing changes all required changes to the applicable documents shall be incorporated, and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

The Corporation and the owner of the Retail Component shall enter into an agreement (the "Reciprocal Operating Agreement") which shall:

- (a) describe and convey the various easements over various parts of the Condominium and the Retail Component, including easements for the purposes of (A) pedestrian and vehicular access; (B) support; (C) installing, maintaining, operating, altering, repairing, replacing and inspecting utilities and other servicing systems; and (D) the use and employment of the Shared Facilities and various parts of the Development;
- (b) establish the cost sharing mechanism with respect to the expenses of operating, maintaining and replacing the Shared Facilities;
- (c) establish as to whom will be responsible for the operation, maintenance, repair and replacement of the Shared Facilities on a permanent basis and provide that initially the Declarant shall control the aforesaid functions until the date as may be established by the Declarant; and
- (d) contain such other provisions as are required to give effect to matters therein contained, including provisions for the collection of the amounts due under the Reciprocal Operating Agreement, administration of the matters therein provided, and such other matters as may be deemed appropriate by the Declarant, in its sole and absolute discretion.

The cost sharing pursuant to the Reciprocal Operating Agreement is intended to be shared on the basis which will reflect the respective uses by each Component of the various Shared Facilities in an equitable manner. Purchasers are advised that while the exact percentages and proportions are not determined at this time nor the exact sharing of the various Shared Facilities, the amounts in the Budget reflect the expected costs attributable to the Condominium with respect to the costs of the Shared Facilities. Purchasers are also advised that the Declarant reserves the right to alter the facilities and services which will comprise the Shared Facilities and in the event of any alteration to the Shared Facilities the share to be borne by the Corporation may be increased or decreased and accordingly common expenses of the units in the Condominium may be increased or decreased as a result of any such alterations to the Shared Facilities and any such changes contemplated herein shall not constitute a material change within the meaning of the Act.

Section 7 - Pre-Existing Elements and Building Historical Components

Purchasers are advised that various components of the existing building and hereinafter defined as the "Pre-Existing Elements" are of historical significance. Such components of the Property are currently intended to be located within the parts of the Building that will form part of both Components, although the Declarant reserves the right to locate any one or more Pre-Existing Elements or other historically significant components within the areas of the Building that form part of the Condominium or the Retail Component and alter the boundaries of the Condominium and the Retail Component so as to include such components as the property of the Condominium or the Retail Component as may be determined by the Declarant.

Purchasers are also advised that as a result of such Pre-Existing Elements or other historically significant components, notwithstanding that some or all of the Pre-Existing Elements or other historical components may be located within the Retail Component, the Condominium may be subject to any one or more easements, agreements, restrictions or other title or off title restrictions, requirements or otherwise with the City of Toronto or any other governmental authority in respect of the maintenance of such historical components and in respect of such other matters as may be required by the City of Toronto and such governmental authorities. Purchasers are also advised that the Components may be party to or subject to individual agreements with the City of Toronto or any other governmental authority in respect of the Pre-Existing Elements or other historical components that form part of their respective properties or there may be multiple agreements with the Components in respect of the foregoing.

As of the date hereof it is not intended that any of the costs of the foregoing Pre-Existing Elements or other historical components will be shared as each of the Condominium and the Retail Component are intended to be responsible for the maintenance and repair of such Pre-Existing Elements or other historical components which are located within and form the property of either the Condominium or the Retail Component, as the case may be, however purchasers are advised that the Declarant reserves the right to provide for the Condominium and the Retail Component sharing in the costs of the maintenance, repair and replacement of any Pre-Existing Elements or other historical components whether by including same as part of the Shared Facilities or into a separate agreement in respect of the sharing of such costs and the administration, maintenance, repair and replacement of such Pre-Existing Elements or other historical components. In the event of such cost sharing, the Budget of the Corporation shall be modified and may be increased on account of the costs of such administration, maintenance, repair and replacement of such Pre-Existing Elements or other historical components and such increases to the Budget or other matters contemplated herein shall not constitute a material change within the meaning of the Act.

Purchasers are advised that Units 1, 31, 32, 33 and 34 on Level 2 and the entirety or portions of Units 2-9, inclusive, on Level 2; Units 2-9, inclusive, on Level 4; Units 2-7, inclusive, on Level 5; Units 2 & 3, Level 6; and, Units 2 & 7, Level 7 are located within the portion of the Building which has been converted from a previous industrial use.

The Pre-Existing Elements of the Development, as identified in the pre-existing elements fund study attached hereto as Schedule VI, are as follows:

- (a) From the original 1920 building, four-storey south and west-facing walls (excluding windows and doors), and the superstructure and substructure at the south and southwest portions. Only two bay widths will be retained (about 10m in width) along the Eastern Avenue and Booth Avenue frontages;
- (b) From the 1929 east building, two-storey south and east-facing exterior façades and foundations only (excluding windows and doors);
- (c) Existing precast concrete window sills will be repaired, refinished, and re-used;
- (d) Exterior solid masonry walls, with repairs/replacements of deteriorated brick masonry and parging, where required;
- (e) Foundation walls and footings for the original 1920 building (south and west sides) and 1929 east building (south and east sides); and
- (f) Roof structure and basement floor slab of the original 1920 building (south and west portions).

In this regard, purchasers are advised that the Pre-Existing Elements are not covered by subsection 13(1)(a)(i) of the *Ontario New Home Warranties Plan Act*, meaning that the aforesaid Pre-Existing Elements are not covered under the warranty related to being constructed in a workmanlike manner and free from defects in material.

The Registrar, as defined in the *Ontario New Home Warranties Plan Act*, has confirmed that the conditions set out in subsection 17.2(1) of the *Ontario New Home Warranties Plan Act* have been satisfied.

Section 8 - Equipment Monitoring

To monitor and assess the energy efficiency of any equipment, materials and systems installed in the Condominium, the Declarant (and the Corporation after the registration of the Condominium) may be obliged to:

- (a) permit, to the extent reasonably possible, access by representatives of a third party to the units and common elements of the Condominium from time to time prior to registration and for a period of five (5) years following the date of registration of the Condominium, in order to facilitate the inspection of the energy efficiency of any equipment, materials and systems installed by the Declarant within the Condominium, and to enable the measurement of energy output and consumption and any energy savings achieved within the Condominium: and
- (b) allow the Declarant and its consultants to monitor, collect and use the measurement data described herein for a period of five (5) years following the date of registration of the Condominium, for research and for future design, development, redevelopment,

renovation and/or retrofitting purposes, which may also include the right to require the Corporation to provide the Declarant with copies of utility bills for a period of 5 years following the date of registration of the Corporation.

E. MARKETING OF BLOCK OF UNITS

The Declarant does not presently intend to market any units in blocks to investors but reserves the right to do so; however, no restriction has been placed on the number of units that may be purchased by an individual or corporation.

F. SIGNIFICANT FEATURES OF THE AGREEMENTS

The following represents a brief narrative description of the significant features of the agreements required to be described under section 72(3)(n) and other matters that relate to the Property, but any statements made below are qualified in all respects by the contents of such documents.

(I) Management Agreement

The Corporation will enter into a management agreement with a company appointed by the Declarant (the "Manager") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation for a period of 3 years from the date of creation of the Corporation. The duties of the Manager are fully set out in the management agreement and include, among other things the enforcement of the terms of the Declaration, by-laws and rules, the collection of common expenses, the repair and maintenance of common elements, and the keeping of accounts of all financial transactions involved in managing the property of the Corporation. The Manager shall be entitled to a payment for its managerial services in an amount set out in the Budget which is attached hereto.

The management contract may be terminated by the Corporation in accordance with Section 111 of the Act. The Manager may terminate the contract by the Manager giving to the Corporation 60 days' written notice to such effect.

Purchasers are advised that full time property management service will commence only at such time as 75% of residential units in the Condominium are occupied or as otherwise determined by the Declarant and no later than registration of the Condominium.

A copy of the proposed Management Agreement is attached hereto.

(II) Insurance Trust Agreement

The Corporation may enter into an agreement with a trustee (the "Trustee"), which agreement provides for insurance proceeds to be paid over to the Trustee and either to be utilized in payment of repairs and reconstruction if such is appropriate or in the alternative, to be distributed amongst those entitled thereto if the buildings are not to be repaired or rebuilt. The agreement also provides for payment of a fee to the Trustee. It is not intended that the Corporation will enter into such an agreement prior to the turnover meeting of the Corporation.

(III) Proposed Agreement with a Cable Services Provider

The Corporation may enter into or assume an agreement (the "Cable Services Agreement") with a cable services provider (the "Cable Services Provider"), which agreement grants to and in favour of the Cable Services Provider, a right of access or easement over, under and across the common elements of the Corporation in order to facilitate the ability of the Cable Services Provider to install, maintain, repair, replace and operate its cable services lines throughout the common elements of the Condominium. All cable services lines, equipment, wires, attachments and appurtenances installed by the Cable Services Provider shall remain the personal property of the Cable Services Provider, even though same may be affixed to any unit. The Cable Services Agreement will provide that if the Corporation desires to contract with a service provider other than the Cable Services Provider, then the Corporation must purchase any wiring (that is in the Cable Services Agreement commonly called the "inside wire") upon the terms and conditions as set out in the Cable Services Agreement at a cost equal to the undepreciated cost of the inside wire.

(IV) Proposed Agreement with a Telecommunication Provider

The Corporation may enter into or assume an agreement (the "Telecommunications Agreement") with a telecommunication provider (a "Telecommunication Provider"), which agreement grants to and in favour of the Telecommunication Provider a right of access or easement over, under and across the common elements of the Corporation in order to facilitate the ability of the

Telecommunication Provider to install, maintain, repair, replace and operate its telephone and telecommunications lines and services throughout the common elements of the Condominium. All telephone and telecommunications lines, equipment, wires, attachments and appurtenances installed by the Telecommunication Provider will remain the personal property of the Telecommunication Provider even though same may be affixed to any Unit.

(V) Bulk Internet Services Agreement

Purchasers are advised that the Declarant may cause the Corporation, at the sole, absolute and unfettered discretion of the Declarant, to enter into or assume a bulk internet agreement with an internet service provider ("ISP") with respect to the provision of internet services by the ISP on a bulk basis to the Condominium (said agreement is hereinafter referred to as the "Bulk Internet Agreement"). During the term of the Bulk Internet Agreement, all amounts or rates payable to ISP for such bulk internet service shall comprise part of the common expenses of the Condominium; shall correspondingly be reflected in the Condominium's annual budget(s); and shall be allocated equally amongst all residential units regardless of such residential units' percentage contribution to common expenses set out in Schedule D to the Declaration attached hereto. The Schedule D to the Declaration shall be amended to provide for such equal percentage contribution by the residential unit owners to the costs of the bulk internet services. The Declarant may at first instance enter into the Bulk Internet Agreement and upon the registration of the Corporation, the Corporation shall assume the Bulk Internet Agreement and the Declarant shall thereupon automatically be released from all further obligations to the ISP under the Bulk Internet Agreement and references to the Declarant in the Bulk Internet Agreement shall be deemed to mean the Corporation.

The ISP shall be allowed access to and egress from (and upon, over and throughout) the common elements of the Condominium to install, upgrade, operate, remove, replace, supplement and maintain ISP's signal distribution and processing equipment necessary to provide television, internet, telephone and other communication services, and for the provision, promotion and marketing of the ISP's internet and other telecommunication services and products, from time to time.

The Declarant does not represent or warrant any aspect of any service provided by any ISP that is selected, nor any aspect of the Bulk Internet Agreement, including, without limitation, the quality of the service to be provided. In no event shall the Corporation, the unit owners in the Condominium or the purchasers have any claim whatsoever against the Declarant in respect of any service provided by the ISP or the Bulk Internet Agreement or any matter related, directly or indirectly, thereto.

(VI) Proposed Agreements with Utility Supply Providers

The Corporation may enter into or assume agreements (the "Utility Supply and Services Agreement(s)") with one or more electricity providers (each a "Utility Provider"), which provides for each Utility Provider owning, operating, maintaining and repairing the respective distribution infrastructure within the Condominium. In this regard, the Utility Supply and Services Agreement(s) will grant to and in favour of each Utility Provider a right of access or easement over, under and across the common elements of the Condominium in order to install, maintain, repair, replace, and operate the respective utility distribution system throughout the common elements of the Condominium. Each Residential Unit is intended to be separately metered to measure the consumption of electricity consumption within the units. Metered utility consumption costs for each Residential Unit shall not be part of the common expenses allocated to such Units. The owner of each respective Residential Unit shall be responsible for the payment of all costs and expenses for electricity consumed by such Units, including the following: (a) the cost of the utility commodity; (b) any required deposits; (c) any meter installation fees; (d) an administration fee payable to the Utility Provider for reading the meter and administering the monthly billing; and (e) a distribution fee payable to any one or more Utility Provider as prescribed by the Ontario Energy Board or other governmental authorities from time to time. On or before the occupancy closing date, each owner shall enter into a supply and services agreement directly with any one Utility Provider if required by the Declarant. The Utility Supply and Services Agreement(s) may provide that if the Corporation desires to contract with another provider, the Corporation must purchase the distribution system upon the terms and conditions set out in the respective Utility Supply and Services Agreement(s) at a cost equal to the undepreciated cost of the system.

(VII) Proposed Agreement for Sanitary Discharge

The Corporation may enter into or assume an agreement with the City of Toronto pursuant to City of Toronto Municipal Code, Chapter 681, in the form required by the City of Toronto which, as of the date of this Agreement, is known as a Sanitary Discharge Agreement. Such agreement

may impose obligations on the Corporation to install, maintain, repair and replace any sanitary discharge treatment equipment and/or pay certain fees, levies or charges to the City of Toronto on account of the volume of sewer or underground water discharged from the Property into the municipal sewer or sanitary system and/or treatment of any such discharge from the Property into the municipal sanitary services of the City of Toronto, failing which the Property may not be permitted to discharge storm water and ground water into the sewer system of the City of Toronto. Purchasers are advised that such agreement may be registered on title to the Property.

(VIII) Building Automation System

The Declarant may install a building automation system in the Condominium in order to better manage the utility usage and reduce overall utility expenses relating to the common elements as shown in the proposed budget of the Corporation. In this regard, the Declarant may enter into a lease with respect to the installation of the equipment required for such system and the Corporation shall assume such lease.

(IX) Refuse Collection and Sorting System

Recycling of refuse may be required by the City of Toronto and residents will be required to sort refuse in accordance with the recycling requirements of the City of Toronto. It is intended that the Condominium's refuse facilities and refuse collection/pick-up area will not be utilized by the the Retail Component, although the Declarant reserves the right to provide for any such sharing of such area. All purchasers are advised that refuse and recyclable materials generated by the non-residential component of the development must be collected by a private refuse collection firm. It is intended that refuse collection for the residential component will be collected by the City of Toronto refuse collection services, although the Declarant reserves the right to provide for private garbage collection in lieu of public garbage collection. The costs of refuse and recycling collection for the Condominium have been included in the Budget.

The Declarant intends to install a refuse and recycling disposal system for the Condominium which may be leased from the provider of such system. Accordingly, it is intended that the Corporation may enter into a lease or assume a lease for the refuse and recycling sorting system which shall contain terms and conditions as are required by the lessor and are standard in this form of lease, including, without limitation, terms and conditions regarding the term of the lease, costs and fees to lease the refuse and recycling sorting system, termination and penalty provisions. The estimated amount of the lease payments for such system is set out in the Budget attached hereto. The Declarant also reserves the right not to lease the refuse sorting system or install a different system from that intended as of the date of this Disclosure Statement.

(X) Metered Utilities

Purchasers are advised that the residential units will be metered for electricity consumption and that hot water, cold water and heating, cooling and ventilation service costs will be included in the Budget of the Corporation and paid for as part of common expenses. Other utilities and services, including telephone, cable television and internet service may be contracted for by owners and occupants directly with the providers thereof to the Building and such services are not included, or paid for on behalf of the residential units, as part of common expenses. Purchasers are also advised that the Declarant reserves the right to convert any utility which is set out herein as separately metered to a bulk service and any bulk utility service such as hot water, cold water and heating, cooling and ventilation service to a metered service to be paid for directly by the owners of the residential units in addition to common expenses.

(XI) Warranty Agreement between the Corporation and the Declarant

The Corporation shall, prior to the turnover of the board of directors pursuant to s. 43 of the Act, enter into an agreement (the "Warranty Agreement") with the Declarant, which shall provide that (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation; (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation shall be through the process established for and administered by the Tarion Warranty Corporation; (c) the Corporation, together with the Declarant, shall appoint and constitute the Tarion Warranty Corporation as the sole and final arbiter of all such matters; (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement; and (e) the Warranty Agreement shall not be terminated or terminable by the Corporation following the turnover meeting pursuant

to s. 43 of the Act.

(XII) Development Agreements

The Condominium and/or the Corporation may be subject to various agreements with the City and/or the adjoining properties, as more particularly described herein. The Corporation will be required to enter into assumption agreements concerning any continuing obligations as they relate to the Condominium, including, without limitation any one or more development agreements or encroachment agreements with the City or neighbouring properties with respect to encroachments of parts of any buildings onto City or other properties.

The Declarant or the Corporation may also enter into one more development and construction agreements with adjoining owners which would require the Corporation to comply with any ongoing obligations, including (i) not objecting to such adjoining owners' severance, minor variance, site plan approval, subdivision approval, development, zoning, re-zoning, amendment to the Official Plan or secondary plan or any similar applications, (ii) providing future tie back and crane swing arrangements with adjoining owners, and (iii) providing such owners with other ancillary rights in respect of the development, construction and maintenance of such adjoining properties.

(XIII) Environmental Matters

The Declarant hereby advises the Purchasers of the following relating to environmental matters.

The Property was first developed as a baking and bread manufacturing facility in the 1920s, prior to that the site was vacant. The baking and bread manufacturing facility was further expanded in the 1950s and 1970s and remained in operation as a baking and bread manufacturing facility until 2014.

In order to allow re-development of the Property for residential purposes, it is necessary to obtain a "Record of Site Condition" from the Ministry of Environment, Conservation and Parks. The Record of Site Condition document is a summary of the environmental condition of the soil and ground water beneath and around the Property.

The Record of Site Condition for the Property may be obtained through the risk assessment process. The study identifies appropriate control measures ("Risk Management Measures") that must be undertaken at the property, for the protection of human and ecological health. The Risk Management Measures are outlined in a "Certificate of Property Use", which requires that an instrument known as a "Certificate of Requirement" be registered on title to the Property and which is ancillary to the Certificate of Property Use. All occupants of the Property are under obligation to comply with the Risk Management Measures outlined in the Certificate of Property Use.

The Certificate of Property Use may require that owners be responsible for the maintenance of mitigation measures, monitoring equipment and such other environmental equipment and matters as may be applicable; that such document be provided to each purchaser or tenant of the Property prior to any occupancy of the Property or signing of any future resale agreement of purchase and sale or tenancy agreement; and that upon any sale or transfer of a condominium unit that each buyer execute an assumption agreement or acknowledgment relating to the Certificate of Property Use.

G. MISCELLANEOUS MATTERS, STATEMENTS, ETC.

- (a) The Declarant has no actual knowledge of any judgments against the Corporation to be created by the Declarant, nor does it have any actual knowledge of any pending lawsuits to which the Corporation is a party.
- (b) There are no current or expected fees or charges to be paid by unit owners, or any of them, for the use of the common elements or part thereof and other facilities related to the Property, except otherwise as may be expressly provided for in this Disclosure Statement or in the documents prepared in conformity therewith.
- (c) The Declarant has not made an application for approval, as described under subsection 72(3)(e) of the Act, with respect to the Property.
- (d) The Declarant intends to enroll the proposed units and common elements in the Ontario New Home Warranties Plan (the "Plan") within the meaning of the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O-31 (the "Warranties Plan Act")

in accordance with the regulations made under the Warranties Plan Act.

- (e) Purchasers are advised that the Development is a residential condominium conversion project. The façade of Units 1, 31, 32, 33 and 34 on Level 2 and the entirety or portions of Units 2-9, inclusive, on Level 2; Units 2-9, inclusive, on Level 4; Units 2-7, inclusive, on Level 5; Units 2 & 3, Level 6; and, Units 2 & 7, Level 7 have been converted from a previous use, which form the historical components of the Property and will be included in the Development as provided for herein.
- (f) The Declarant reserves the right to lease any units or proposed units in the Condominium, and/or to sell a block of such units to a company related to the Declarant, however, the Declarant does not intend to lease any residential units at this time.
- (g) The Declarant does not intend to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the Declaration and description of the Corporation.
- (h) The Declarant does not intend to require the Corporation to pay fees or charges to the Declarant or another person, save and except for those fees or charges set out in the Budget Statement annexed hereto.
- (i) Under 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 it is required to pay to the purchaser under section 82 of the Act.
- (j) The Declarant owns land that is adjacent to the land described in the description, and the following applies to such adjacent lands:
 - (i) Current Use

The adjacent lands owned by the Declarant are currently either vacant or under construction.
 - (ii) Representations Respecting Future Use

The Declarant has made representations respecting the future use of the lands adjacent to the land described in the description in Part D, Sections 5 and 6 herein.
 - (iii) Applications

The following applications respecting the use of the lands adjacent to the lands described in the description have been or may be submitted to an approval authority:

 - (A) Applications for minor variances regarding building area, set back, height, etc.;
 - (B) Applications for re-zoning or Official Plan Amendment;
 - (C) Applications for exemptions to noise by-laws; and
 - (D) Applications for such other purposes to permit the adjacent lands to be developed in the manner required by their respective owners.
- (k) All purchasers of residential units are advised that noise levels due to traffic, public roadways and public transportation facilities may be of concern, occasionally interfering with some activities of the occupants. Central air conditioning has been installed to provide ventilation when windows are closed to achieve suitable indoor noise levels.
- (l) All purchasers of residential units are advised that the relevant governing authorities may require the Declarant to provide them with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed roadways and public transportation systems or corridors, garbage and school pick-up (the "Notices"). If the relevant governing authorities require the purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, may be given directly

to the purchasers, or shall be mailed or electronically transmitted to their respective addresses as shown on the Agreements of Purchase and Sale or to their respective solicitors and such mailing and transmission shall be deemed to constitute appropriate notification. In particular, purchasers are advised that the proximity of the Condominium to TTC street car tracks may require specific warning and notice clauses relating to traffic, noise, pollution, dust, vibration and future transportation systems.

- (m) No animal, livestock or fowl of any kind other than those pets defined as being the following: 2 dogs or 2 cats or one of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any residential unit. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any residential unit. Such owner or tenant shall within two weeks of receipt of written notice from the Board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit, and no breeding of animals for sale shall be carried on, in or around any unit. The aforesaid provisions will be contained in the Declaration. In addition, the Declaration shall provide that no pets shall be kept on any common elements or exclusive use common element areas.
- (n) In order to reduce or eliminate the penetration of sound from one unit to another unit, not less than 60% of the floor area of each room in each residential unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood or tile flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood and tile flooring and lay carpeting on at least 60% of the hardwood and tile flooring.
- (o) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each owner and occupant of a residential unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.
- (p) No exterior aerial, antenna or satellite dish shall be placed on the Property, including units and common elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any of its authorized cable or television service providers. The aforesaid provision will be contained in the Declaration of the Corporation which is attached hereto.
- (q) Only electric barbeques powered by electrical outlets located on any balcony, porch or terrace and barbeques fueled by the natural gas system of the Building, if any, will be permitted on any balcony, porch or terrace, otherwise no other barbeques or other cooking devices shall be permitted on any balcony or terrace. The aforesaid provision will be contained in the Declaration. As of the date hereof, it is intended that some of the residential units on level 1 with a porch and each unit with a terrace will be permitted to have electrical and/or natural gas barbeque connections for a barbeque on the porch or terrace of such residential units, as the case may be, however the Declarant makes no representation or warranty that such connections will be available or offered to all of the foregoing unit types 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 on account of such estimated 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 (a) to provide electrical and/or natural gas barbeque connections to all residential units which contain a balcony, porch or terrace; (b) not to provide electrical and/or natural gas barbeque connections to any residential units; (c) provide electrical and/or natural gas barbeque connections only to some residential units and not making it available to others; (d) provide

electrical and/or natural gas barbeque connections to a limited number residential units which contain a balcony, porch or terrace; and (e) provide natural gas connections for barbeques as an upgrade to such residential units and not include the cost of such natural gas connections in the purchase price of the residential units. As a result of the foregoing, purchasers are advised that either their residential unit or all of the residential units may not be provided with electrical and/or natural gas barbeque connections for barbeques on the balconies, porches and terraces of the residential units, as the case may be, and that any of the foregoing changes contemplated herein shall not constitute a material change within the meaning of the Act.

- (r) All Purchasers of residential units are advised that odour, emissions and noise from the Retail Component may be expected by the Purchaser and visitors to the Condominium. Purchasers acknowledge and agree that no claim of any kind shall be made against (i) the Declarant or the owner of the Retail Component; (ii) any company related or affiliated to the foregoing; and (iii) any officer, director, shareholder or employee of such entities arising from the use of the Retail Component provided such uses are in compliance with the applicable by-laws relating thereto. The Declaration shall contain provisions in this regard.
- (s) Purchasers are advised that in an effort to protect birds, the City of Toronto Green Development Standard mandates that windows within twelve (12) metres above grade and within twelve (12) metres above a green roof must have a window treatment or frit pattern on the glass with a density pattern of ten (10) centimetres on-centre apart. Purchasers are advised that such window treatments will cause some obstruction of view through the glass. Notwithstanding the foregoing, the Purchaser acknowledges that the location and density pattern of such windows is subject to change as required by the municipality or other applicable governmental authority.
- (t) Purchasers are advised that the Condominium may contain architectural features on the exterior facades of the Condominium, which features may contain lights or may be lit up by some form of lighting system. Purchasers are hereby advised that such lighting features or systems, if installed, may result in light and/or noise entering the units and/or the balconies and terraces and may interfere with the activities and enjoyment of the units and/or balconies and terraces by the unit occupants.
- (u) Purchasers are advised that Recreational Facilities (including outdoor amenity space), and the other Components and other public areas of the Condominium and the Development may result in noise, inconvenience or disruption to living conditions for owners and occupants of residential units located on, above and below those levels or within the generally vicinity of such areas.
- (v) By way of the City of Toronto Site Plan Agreement, the Purchaser acknowledges and agrees that:
 - (i) The proximity of the proposed development to the Toronto Transit Commission infrastructure may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as the "Interferences") to the development;
 - (ii) The City of Toronto and the Toronto Transit Commissions will not accept responsibility for such effects on any of the development and/or its occupants;
 - (iii) It had been advised by the Toronto Transit Commission to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the development;
 - (iv) A Toronto Transit Commission Interferences warning clause, as provided in Section (c) below and satisfactory to the Toronto Transit Commission, has been or shall be inserted into all rental agreement(s) and/or offers of purchase and sale or lease and condominium declaration(s) for each unit.
- (w) The Purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 462 Eastern Avenue, Toronto and 150 Logan Avenue, Toronto (the "Development") to the Toronto Transit Commission transit operations, presently in existence or

subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, particulate matter or other interferences (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 or construction activity may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the Purchaser and/or lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Commissioners, officers, employees, successors and assigns, from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Purchaser and/or lessee 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 with the closing of the transaction.

- (x) Purchasers are advised that the current plans of the City of Toronto and the Toronto Transit Commission provide for the future subway relief line to potentially be located beneath part of the Development. Purchasers are advised that they may be provided with additional notices or warning clauses of same advising that if and when constructed, such future subway relief line may cause disturbances, noise and vibration to the Building occupants and all purchaser and tenants of residential units may be required to execute acknowledgements in respect of the foregoing.
- (y) Purchasers area advised that the lands along the southerly side of Eastern Avenue, including the lands directly across from the Property are zoned for employment use and that such lands are currently and have historically been utilized for such purposes. As a result, such uses may cause disturbances to the occupants of the Condominium as a result of the current uses and future uses, which may result in noise, smoke, vibrations and light disturbing the use and enjoyment of the residential units by the unit occupants. Additionally, there currently exists, and there may be additional, illuminated signs, advertisements and other signage along Eastern Avenue which may also disturb the use and enjoyment of the residential units by the unit occupants.

H. SCHEDULES

Attached hereto are the following documents:

- | | |
|---------------|--|
| Schedule I | A copy of the Corporation's proposed Declaration. |
| Schedule II | A copy of the Corporation's proposed By-law 1. |
| Schedule III | A copy of the Corporation's proposed By-Law 2. |
| Schedule IV | A copy of the Corporation's proposed By-Law 3. |
| Schedule V | A copy of the Corporation's proposed By-Law 4. |
| Schedule VI | A copy of the pre-existing elements fund study. |
| Schedule VII | A copy of the proposed Rules of the Corporation. |
| Schedule VIII | A copy of the proposed Management Agreement. |
| Schedule IX | The Budget Statement for the one year period immediately following the registration of the proposed Declaration and description. |
| Schedule X | A copy of sections 73 and 74 of the Act. |
| Schedule XI | A copy of subsections 13(1)(a)(i) and 17.2(1) of the <i>Ontario New Home Warranties Plan Act</i> . |
| Schedule XII | Draft Condominium Plan. |

Schedule XIII A copy of the schedule that the Declarant intends to deliver to the board under clause 43(5)(h) of the Act.

SCHEDULE I
Declaration

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called 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:

462 DEVELOPMENTS INC.
(hereinafter called the "Declarant")

WHEREAS:

- (A) 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 (herein and hereinafter defined and referred to as the "Lands" or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");
- (B) The registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act;
- (C) The Declarant has constructed a multi-unit building upon the said lands containing the Residential Units, Parking Units and Storage Units all as set out herein together with the Retail Component defined hereto (all of the foregoing hereinafter defined as the "Building");
- (D) The Declarant intends that the said lands and interest appurtenant to the land in the description and Schedule "A" of this Declaration, together with the said buildings constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

Section 1 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless the Declaration specifies otherwise or unless the context otherwise requires, and in particular:

- (a) "Board" means the board of directors of the Corporation;
- (b) "By-laws" means the by-laws of the Corporation as same may be passed or amended from time to time;
- (c) "Common Elements" means all the property, except the Units;
- (d) "Common Interest" means the interest in the common elements appurtenant to a Unit;
- (e) "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
- (f) "Discharge Agreements" means any one or more agreements with the City of Toronto entered into by the Corporation or any other party on behalf of the Corporation in respect of the discharge of water or groundwater from the Property for the operation of the Building;
- (g) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (h) "Parking Units" means the Units described as Parking Units in Schedule "C" attached hereto, and each is hereinafter called a "Parking Unit";
- (i) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;

- (j) "Proportionate Share" means the percentages described in the Reciprocal Operating Agreement;
- (k) "Reciprocal Operating Agreement" means a certain agreement to be entered into or already entered into between the Corporation and the Retail Component Owner in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the facilities and services described therein;
- (l) "Residential Units" means the Units described as Residential Units in Schedule "C" attached hereto, and each is hereinafter called a "Residential Unit";
- (m) "Retail Component" means the freehold lands described as *, designated as Parts * and *, on Reference Plan No. *, in the City of Toronto;
- (n) "Retail Component Owner" means the owner of the Retail Component;
- (o) "Rules" means rules and regulations passed by the Board and becoming effective pursuant to Section 58 of the Act;
- (p) "Storage Units" means the Units described as Storage Units in Schedule "C" attached hereto, and each is hereinafter called a "Storage Unit";
- (q) "Unit" means part or parts of the Property included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within that space in accordance with the declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements therein made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

Section 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description, together with all interests appurtenant to the said lands (herein collectively referred to as the "lands") be governed by the Act, and any amendments thereto.

Section 3 - Standard Condominium

The registration of this Declaration and description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act.

Section 4 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" annexed hereto.

Section 5 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto. Notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

- (a) each Residential Unit shall include all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus, including the complete heating and cooling system that supply any service to that particular Residential 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) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fans, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Residential Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Residential Unit;
 - (ii) any branch piping extending to, but not including, the common pipe risers;

- (iii) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (b) each Residential Unit shall exclude:
 - (i) all concrete or load bearing structural wood assembly, concrete block or masonry portions of load bearing walls or columns located within any of the Residential Units;
 - (ii) all exterior doors and door frames, exterior windows and window frames;
 - (iii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which do not service that particular Residential Unit;
 - (iv) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
- (c) each Parking Unit and Storage Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit and Storage Unit), and shall also exclude any concrete membranes or coatings, concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Unit and Storage Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls;

Section 6 - Common Interest and Common Expenses Allocation

Each Owner shall have an undivided interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) per cent.

Section 7 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, by-laws and rules, the Owner of each Residential Unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or rules of the Corporation.
- (b) Visitor parking shall form part of the common elements and neither be used by or sold to Unit owners or be considered part of the exclusive use portions of the common elements.

Section 8 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

200 King Street West, Suite 1602
Toronto, Ontario
M5H 3T4

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

Section 9 - Architect/Engineer Certificates

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

Section 10 - Conditions of the Approval Authority

There are no conditions imposed by any approval authority that is to be included in this Declaration or the description, other than any easements contained in the description annexed hereto as Schedule "A" and the following:

[Approval conditions to be inserted for condominium registration]

PART TWO - SPECIFICATION OF COMMON EXPENSES

Section 11 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

Section 12 - Payment of Common Expenses

Each Owner shall pay to the Corporation his 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. In addition to the foregoing, any losses, costs (including legal costs) or damages incurred by the Corporation by reason of a breach of any rules and by-laws of the Corporation in force from time to time by any Owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

Section 13 - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (c) In accordance with section 94 of the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

Section 14 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

Section 15 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the By-laws, the Rules, the Reciprocal Operating Agreement, and easements and rights registered against the Property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in the Reciprocal Operating Agreement and any easements and rights registered against the property.
- (b) No Owner shall make any installation or 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 has a duty to maintain, without obtaining the written approval of the Corporation in accordance

with the Act, unless otherwise provided for in this Declaration.

- (c) Only barbeques fueled by the natural gas system of the Building or electric barbeques will be permitted on any balcony, terrace or patio of the Building, otherwise no barbeques or other cooking devices shall be permitted on any balcony, terrace or patio.
- (d) No Owner or occupant of a Residential Unit shall cause anything to be displayed or hung on the exterior of any walls of any balcony, terrace or patio or the common elements, including but not limited to, awnings and/or shutters, banners, flags, slogans, sheets, signs or other items, nor shall any Owner or occupant grow any type of plant, shrubbery, flower, vine or grass on any common elements of which he has exclusive use without the prior written consent of the Board.
- (e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws of the Corporation to the contrary, the Declarant and any entity related, associated or affiliated thereto (the "Related Company") shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Residential Units, pursuant to the Declarant's ongoing marketing program and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use unsold Parking Units, Storage Units and visitor parking spaces, which right will cease forthwith upon the later of (i) the completion of the sale of all Units owned by the Declarant in the Building; (ii) the date by which the Declarant no longer requires any Residential Unit utilized for the purposes of a construction site/service office; (iii) the completion of construction and leasing/sales of the Retail Component; and (iv) the date on which the Declarant has fulfilled all of its obligations under all development/site plan agreements and/or the Ontario New Home Warranties Plan Act with respect to all of the Units and Common Elements.
- (f) No pet, animal, livestock or fowl of any kind shall be kept on any part of the common elements or exclusive use common element areas subject to the rules established by the Board.
- (g) No carpeting or outdoor floor coverings shall be placed on any exclusive use common element area including any balcony, terrace or patio, unless the consent of the Board has been obtained. Balconies, terraces or patios shall not be used for storage of any kind, including, without limitation, bicycles, strollers, carts or buggies, and only furniture that is seasonal is allowed on balconies, terraces and patios.
- (h) Bicycles shall not be taken into the elevators unless in compliance with and subject to rules to be established by the Board permitting bicycles in designated elevators.

Section 16 - Restricted Access

Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, a manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

Section 17 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the Residential Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.

- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the Board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of the Easement and Cost Sharing Agreement shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the Board, shall be maintained in the office of the Corporation 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(s), and/or the use of any Owner or mortgagee.

PART FOUR - OWNERSHIP OF PARKING UNITS AND STORAGE UNITS

Section 18 - Restrictions on Disposition of Parking Units and Storage Units

Any Parking Unit and Storage Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:

- (a) any such sale, transfer or other conveyance is made only to the Declarant, the Retail Component Owner or to any Residential Unit Owner, and with respect to any lease, such lease is made only to the Declarant, the Retail Component Owner, a tenant of the Retail Component or to any Unit Owner or tenant of a Residential Unit;
- (b) the term of any lease of any Parking Unit and Storage Unit to a tenant of a Residential Unit or the Retail Component shall not extend beyond the term of the tenancy of the Residential Unit or applicable premises within the Retail Component;
- (c) every lease in respect of any Parking Unit and Storage Unit shall provide that where the lessee thereof is also an Owner of a Residential Unit and such lessee is deprived of ownership or possession of such Unit, such lease shall revert to the lessor of such Parking Unit or Storage Unit. It shall also provide that where the lessee of such Parking Unit or Storage Unit is also an Owner of a Residential Unit, upon a sale, transfer or conveyance of such Owner's Unit, the leasehold interest in such Parking Unit or Storage Unit must be assigned or transferred to the new Owner or transferee of such Residential Unit or else must revert to the lessor of such Parking Unit or Storage Unit, as the case may be;
- (d) save and except for the rights of the Retail Component Owner to own any Parking Unit or Storage Unit provided for in this Section, no Parking Unit or Storage Unit may be owned by an Owner unless such Owner owns a Residential Unit, or the Owner is the Corporation or the Declarant; and
- (e) Parking Unit and Storage Units may be sold or transferred to the Retail Component Owner or leased to any owner or tenant of the Retail Component provided that any lease shall not extend beyond the tenancy of any tenant of the Retail Component and every lease shall provide that upon termination or expiry of the tenancy, the lease shall revert back to the Owner of the any Parking Unit or Storage Unit.
- (f) notwithstanding the restrictions set forth above, the Declarant is permitted to sell, transfer, lease or make such other conveyance of a Parking Unit or Storage Unit to a person that is not included in the class of persons listed in subparagraph (a) above (an "Offsite Owner"), and in the event of the Declarant sells, transfers, leases or makes such other conveyance of a Parking Unit or a Storage Unit to an Offsite Owner, none of the aforementioned restrictions in this Section 18 shall apply to any future sales, transfers, leases or other conveyances of any Parking Units or Storage Units that have been conveyed to an Offsite Owner, and such Offsite Owner and any future owners may sell, transfer, lease or otherwise convey any such Parking Units or Storage Units to any parties and this Section 18 shall not apply or restrict same.

PART FIVE - OCCUPATION AND USE OF UNITS

Section 19 - General Use

- (a) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Reciprocal Operating Agreement or any easements or rights registered against the property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, and shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof. The foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the uses permitted in the Section titled "Use of Residential Units", and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the use of any units pursuant to the Section titled "Use of Residential Units".
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the By-laws, the Rules, the Reciprocal Operating Agreement and rights and easements registered against the Property.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the Board and any architect and/or engineer appointed by the Board to review such changes or alterations, in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. The provisions of subparagraphs (d)(i) to (vi) of this Section shall apply to any change or alteration pursuant to this subparagraph (c). In addition, following completion of any change as aforesaid, the Owner shall provide the Board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).
- (d) If an Owner owns two Residential Units on the same level which share a common demising wall, such Owner shall be entitled to enjoy the two Units to create one living area if the following conditions are satisfied:
 - (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
 - (ii) the Owner receives the prior written consent from the Board and any architect and/or engineer appointed by the Board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;
 - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
 - (iv) prior to commencement of any work by a contractor, the Owner shall provide the Board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the Board;
 - (v) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
 - (vi) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

If an Owner wishes to restore the Units that were combined to create one living area back to two separate living areas then, the provisions of this subparagraph (d) shall apply to such restoration,

mutatis mutandis.

- (e) No owner of a unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his unit or the exclusive use portions of the common elements other than those that are required in order for the owner to maintain the Unit or the exclusive use portions of the Common Elements pursuant to this Declaration without the prior written consent of the Board, which consent may be arbitrarily withheld and subject to any conditions as the Board may deem relevant.
- (f) No exterior aerial, antenna or satellite dish shall be placed on the Property, including units and common elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any of its authorized cable or television service providers.

Section 20 - Use of Residential Units

- (a) Each Residential Unit shall be occupied and used only as a private single family residence in accordance with the By-laws and Rules of the Corporation and any other requirement of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in this Declaration or in any By-laws or Rules hereafter passed or enacted to the contrary, the Owner of a Residential Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including the heating, ventilation and cooling equipment and filters, if any), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration). Any of the foregoing systems which lie outside of the boundaries of a Unit, as monumented in Schedule "C" of this Declaration, shall not be moved or relocated from their original location, including upon replacement of any such systems, without the approval of the Board.
- (c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the buildings. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations are permitted between December 1st and January 15th provided that the quantity and type of same are approved by the Board.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his unit without the prior written consent of the Board.
- (e) In order to reduce or eliminate the penetration of sound from one unit to another unit, not less than sixty percent (60%) of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood, tile or other hard surface flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood, and tile flooring and lay carpeting on at least sixty percent (60%) of the hardwood, tile or hard surface flooring. Prior to removal of any flooring material, the written consent and approval of the Board shall be obtained with respect to the new flooring material and noise attenuation materials below such flooring material.
- (f) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each owner and occupant of a Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the units generally, or as a result of the Retail Component, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building and may occur outside of normal business hours.
- (g) No animal, livestock or fowl of any kind other than those pets defined as being the

following: 2 dogs or 2 cats or one of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any residential unit. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any residential unit. Such owner or tenant shall within two weeks of receipt of written notice from the Board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit, and no breeding of animals for sale shall be carried on, in or around any unit.

- (h) Each Residential Unit shall be maintained at a temperature of not less than 8 degrees celsius in order to ensure that no damage occurs to the systems of the Building within the Unit.

Section 21 - Use of Parking Units

- (a) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and By-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair, which does not leak any fluids and is kept in a sightly manner. The Owner of each Parking Unit shall maintain such Unit in a clean and sightly condition and shall remove any oil stains thereon or the Corporation, at the owner's expense, will remove any oily stains that the owner does not remove within the specified time. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the Parking Units in their totality or in groups of Units.
- (b) The following shall apply to any Parking Units designated as handicapped parking spaces:
 - (i) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a Parking Unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped Parking Unit, the user or any person occupying a handicapped Parking Unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped Parking Unit with the Parking Unit that the handicapped person had the right to occupy.
 - (ii) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a Parking Unit.
 - (iii) No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.
- (c) The Parking Units described as Units *, Level * (hereinafter referred to as "Energized Parking Units" and each is hereinafter referred to as an "Energized Parking Unit") contain a conduit for wiring in order that an electrical receptacle (the "Electrical Receptacle") may be installed to supply electricity for the purposes of connecting and charging an Electrical Motor Vehicle as defined herein and the following applies to all Energized Parking Units:
 - (i) If an Owner or tenant of a Residential Unit uses a motor vehicle that contains an engine that operates in part or solely by an electrical battery (an "Electrical Motor Vehicle") and provides notice in writing to the Corporation requesting the use of an Energized Parking Unit, the user or any person occupying such Energized Parking Unit, provided such user is not an owner of an Electrical Motor Vehicle, upon notice from the Corporation, shall exchange with such owner/tenant the right to occupy such Energized Parking Unit with the Parking Unit that such person had the right to occupy;
 - (ii) Such exchange of right to uses shall cease upon that date on which an Owner ceases to operate the Electrical Motor Vehicle;
 - (iii) No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units;

- (iv) Any Owner/occupier of an Energized Parking Unit that connects his Electrical Motor Vehicle into the Electrical Receptacle shall be required to pay to the Corporation, in addition to the monthly common expenses relating to such Unit, a monthly charge to be determined by the Corporation, from time to time, together with the applicable harmonized sales tax thereon, provided that the Corporation shall have the option of installing either metering or pay systems for the metering of any electricity consumption, with the user of such Energized Parking Unit being solely responsible for the costs of all electricity consumed and any metering or billing fees in connection therewith;
- (v) The Electrical Receptacle to be installed by the Owner/occupier of the Energized Parking Unit shall be an industry standard receptacle that is commonly used in the City of Toronto for the charging of electrical motor vehicles. The Owner shall be responsible for arranging all equipment that may be required and pay for all costs of installation of the Electrical Receptacle, all subject to the consent and supervision of the Corporation and/or the Declarant and their employees, representatives or agents in relation to any equipment being utilized and any installation and maintenance work to be performed, respectively; and
- (vi) the Electrical Receptacle can only be used for recharging the battery of an Electrical Motor Vehicle and for no other purpose.

Section 22 - Use of Storage Units

Each Storage Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements nor to the services or systems of the Building. The Board may, from time to time, restrict the categories of items that may be stored or used in such Storage Units.

Section 23 - Temporary Model Units/Parking Units/Storage Units/Site/Service Office

Several unsold Residential Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units and construction site/service office. The Declarant shall be entitled to maintain such model Units and site/service office and any unsold Parking Units and Storage Units, together with all sales displays and signs, until the later of the sale of all of the units and the date on which the Declarant no longer requires the Unit utilized by it for the purpose of a site/service office.

PART SIX - LEASING OF UNITS

Section 24 - Minimum Term of Lease

Any lease or tenancy granted by any owner, or any sublease by any subtenant, of any Residential Unit shall be for a minimum term of 6 months not including any renewals thereof. Any lease or tenancy of any Residential Unit for an initial term of less than 6 months shall be void, and upon notification by the Corporation, such lease shall be terminated by the owner thereof.

Section 25 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by section 83 of the Act; and
 - (iii) provide the lessee with a copy of the Declaration, by-laws and rules of the Corporation.
- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, 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, the Declaration, the by-laws, and all rules and of the Corporation, during the 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 and shall execute an agreement as may be required by the service provider of any utility relating to the Unit".

Section 26 - Tenant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with section 87 of the Act.

Section 27 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 28 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.
- (e) At the option of the Corporation, the Corporation may maintain, repair and replace (where applicable), at the cost of the respective Owner(s), the filters forming part of the heating and cooling system; the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets or slabs); any hose bibs and any associated piping of any exterior hose bibs, and any exterior electrical receptacles.

Section 29 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the Residential Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony, terrace or patio the responsibility for which shall remain with the affected Unit Owner).

- (b) Each Owner enjoying exclusive use of any balcony, terrace or patio shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the Board, otherwise the Corporation shall be responsible for all repairs and replacements to any balcony, terrace or patio.
- (c) Every owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors (including the locks, door hardware and any tracks and screens relating thereto) serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the Board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony, terrace or patio the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain, including, without limitation, the maintenance, repair and replacement of windows.

PART EIGHT - INSURANCE

Section 30 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the Board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent. Owners are advised that the Corporation's responsibility to insure against major perils in respect of property damage to a Unit shall be limited, to the extent permitted by the Act, to those elements comprising a 'standard unit' as defined by the Act, and the responsibility to insure units shall not include the responsibility to insure any betterments to Units which are not part of the standard unit, as hereinbefore defined.

(b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration, the insurance trust agreement and the Reciprocal Operating Agreement and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than fifteen percent (15%) of the replacement cost of the property covered by the policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Reciprocal Operating Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;

- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Residential Units;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation".

Section 31 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation", or any renewal or renewals thereof, or at such other times as the Board may deem advisable, the Board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the Board can rely on the appraisal obtained pursuant to the Reciprocal Operating Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in the Reciprocal Operating Agreement, the Corporation, its Board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if provided in the Reciprocal Operating Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. 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 matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to 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 shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured, or by the Insurance Trustee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

Section 32 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention

of Section 37(1) of the Act.

Section 33 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance shall be obtained, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) Insurance on finishings and features which are not covered by the Corporation's policy and do not form part of a 'standard unit' as defined by the Act and on any additions or improvements made by an Owner to his Residential Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Residential Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Residential Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Residential Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Residential Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

Section 34 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Residential Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or By-laws in force from time to time by any Owner, his family, guests, invitees, customers or occupants of his Residential Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

Section 35 - Insurance Trust Agreement

The Corporation may enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). Such agreement shall provide that such trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least sixty (60) days notice in writing of the termination date to the Insurance Trustee.

PART NINE - DUTIES OF THE CORPORATION

Section 36 - Duties

The duties of the Corporation shall include but shall not be limited to the following:

- (a) to enter into, ratify and assume the Reciprocal Operating Agreement, any easements or utility agreements for the supply of services to the Property and all registered municipal agreements as required by the City of Toronto, and to comply with all of the covenants, conditions, restrictions, agreements, easements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, By-laws and Rules;
- (b) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Building, including without limitation, an agreement relating to the supply and distribution of electricity, water and gas to the Building and a Sanitary Discharge Agreement with the City of Toronto;
- (c) to enter into, ratify, confirm or assume any agreement(s) or lease(s) as may be required for the leasing and operation of any systems or equipment for the Building, including, without limitation, all automation systems for the Building including, the fitness or amenity equipment, all waste/recycling equipment and components which shall include any actions and documents required by the Declarant or any provider of equipment in respect of any of the foregoing;
- (d) to acquire from the Declarant, upon terms satisfactory to the Declarant and the Corporation, any Parking Units and Storage Units which have not been disposed of by the Declarant;
- (e) to enter into, ratify, confirm or assume any one or more Discharge Agreements as may be required for the operation of the Building; and
- (f) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the common elements and assets of the Corporation, including, without limitation, the removal of graffiti and other unsightly demarcations from the exterior of the Building within 10 working days of any such occurrence.

PART TEN - GENERAL MATTERS

Section 37 - Check Metering of Utilities

- (a) The Corporation may contract for the purchase of any utility from the appropriate utility provider. Additionally, each Owner may be required to contract with a local distribution company, a private retailing company and/or from a metering company for the supply of any utility to the Unit. Utilities consumed in each Unit may be measured by a suite metering system (a "SMS") operated by the company that installed the SMS (the "Metering Company") and may be invoiced to such Owner by the Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Unit Owner and the Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Residential Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to any agreements for any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Residential Unit Owner, as the case may be, shall assume all such liabilities and obligations from such date.
- (b) Each Owner shall receive and be responsible for payment of the invoice with respect to the consumption of such utilities for his/her Unit. The Owner shall remit payment to the relevant Metering Company for utility consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the Condominium. For greater certainty, the cost of such utility consumption within the Residential Units shall not form part of the common expenses.
- (c) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Residential Unit Owner contracts directly with the utility supplier:
 - (i) any monies owing with respect to invoices for any utility consumption described in this Section and not paid to the relevant Metering Company by the Owner

according to the terms of the invoice, shall be paid by the Corporation to such Metering Company and shall thereupon be a debt owed by the Owner of the Unit and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for such utility consumption at a rate set out herein for arrears owing to the Corporation;

- (ii) in the event a Unit Owner is in default of payment of invoices to the Metering Company, as a condition of being supplied or continuing to be supplied with such utility, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two months common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of such utility; and
- (iii) the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of such utility to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien for arrears against the Unit.

Section 38 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the Board, shall be entitled to enter any Unit 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, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Reciprocal Operating Agreement or to carry out any duty imposed by such agreement or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the common elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) 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 or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the Board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect: (i) any part of the Building (including without limitation, the maintenance, repair and replacement of any windows and doors); and (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the common elements. For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner.
- (e) Any supplier of a utility is entitled to enter any Unit and the common elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the common elements.
- (f) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph (c) of this Section, the Corporation,

or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

- (g) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (h) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

Section 39 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a substantial indemnity basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable 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 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; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies 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 Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

Section 40 - 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.

Section 41 - Waiver

The failure to take action to enforce any provision contained in the Act, the Declaration, the Reciprocal Operating Agreement, 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 to do so thereafter, nor shall same be deemed to abrogate or waive any such provision.

Section 42 - TTC Notices

- (a) By way of the City of Toronto Site Plan Agreement, each Owner acknowledges and

agrees that:

- (i) The proximity of the proposed development to the Toronto Transit Commission infrastructure may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmissions (collectively referred to as the "Interferences") to the development;
 - (ii) The City of Toronto and the Toronto Transit Commissions will not accept responsibility for such effects on any of the development and/or its occupants;
 - (iii) It had been advised by the Toronto Transit Commission to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the development;
 - (iv) A Toronto Transit Commission Interferences warning clause, as provided in Section (c) below and satisfactory to the Toronto Transit Commission, has been or shall be inserted into all rental agreement(s) and/or offers of purchase and sale or lease and condominium declaration(s) for each unit.
- (b) The Owner and/or lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 462 Eastern Avenue, Toronto and 150 Logan Avenue, Toronto (the "Development") to the Toronto Transit Commission transit operations, presently in existence or subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, particulate matter or other interferences (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 or construction activity may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the Owner and/or lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Commissioners, officers, employees, successors and assigns, from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore, the Owner and/or lessee 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 with the closing of the transaction.

Section 43 - Retail Component Notices

- (a) The Owners and the Corporation acknowledge and agree that odour, emissions and/or noise emanating from any of the Retail Component may cause inconvenience and/or disturbance to the Owners and occupants of the Condominium. The Owners and the Corporation acknowledge and agree that no claim of any kind shall be made against (i) the Declarant and the owners of the Retail Component and their respective successors and assigns; (ii) any company or entity related or affiliated to the foregoing; and (iii) any officer, director, shareholder or employee of such entities arising from the use of the Retail Component, provided such use is in compliance with the applicable by-laws relating thereto. The Owners and the Corporation acknowledge and agree that this covenant may be pleaded as a complete defence to any action commenced by the Owners or any of them, and/or the Corporation.
- (b) Each of the Owners, the Corporation and any occupants and lessees of the Building specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 462 Eastern Avenue and 150 Logan Avenue (the "Development") to TTC transit operations may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as "Interferences") to the Development and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Owners, the Corporation and any occupants and lessees hereby release and agree that no claim of any kind shall be made against (i) the Declarant, any company or entity related or affiliated to the Declarant, and any officer, director, shareholder or employee of the Declarant arising or resulting from any and all Interferences. Furthermore each of the Owners, the Corporation and any occupants and lessees acknowledges and agrees that an electromagnetic, stray current and noise-warning clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die

with the closing of the transaction.

Section 44 - Notice

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

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
- (b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- (c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day (being any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario) following the day on which it was mailed.

Section 45 - Construction of Declaration

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

Section 46 - Headings

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

Executed ● day of ●, 201●.

462 DEVELOPMENTS INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE 'A'

LEGAL DESCRIPTION

In the City of Toronto, being comprised of all of Lots 101 to 104 inclusive and Part of Lots 25, 26, 27 and 28 to 38 inclusive, and Part of the lane lying north of Lots 31 to 38 and west of Lots 27 to 30 on Registered Plan M-19, designated as Parts 1, 2, 4 and 5 on Reference Plan 66R-14084 being all of P.I.N.s 21055-0001(LT), 21055-0002(LT), 21055-0003(LT) and 21055-0004(LT) (Absolute).

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

BRATTYS LLP,
Barristers and Solicitors
and duly authorized representatives of
462 DEVELOPMENTS INC.

_____ per: _____
Dated Daniel Botelho

NOTE:

1. The Declarant, at its sole discretion, shall determine the final property limits and shall create, enter into or transfer easements for the servicing and benefit of this Condominium. The Declarant may also, in its sole discretion, transfer portions of the lands for road, road widening, 0.30 metre reserve or other purposes, as it deems necessary of advantageous to the development of the site. The final condominium property limits and the easements pertaining to this specific component shall be more precisely described in the final Description and Declaration submitted for condominium registration.
2. The Lands shall be "TOGETHER WITH" and "SUBJECT TO" various easements, right-of-way and/or licenses relative to the operation of the buildings for services and utilities. The said easements, rights-of-way and/or licenses may be made at the sole discretion of the Declarant and shall be more particularly described by reference plan(s), the condominium description drawings and the declarant may alter the condominium limits to accommodate the site zoning requirements

SCHEDULE "B"

THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

**CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF
SUBSECTION 2 OF SECTION 7 OF THE ACT**

1. The * has a registered Charge within the meaning of Clause b of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number * in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. The * consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. We postpone the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

Executed ● day of ●, 201●.

[●]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE 'C'

'UNIT BOUNDARIES'

Each Residential Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines as shown the description Part 1, Sheets 1 to 10 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Parking Units and Storage Units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 10 inclusive of the Description, and all dimensions shall have reference to them.

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

- 1) **BOUNDARIES OF THE RESIDENTIAL UNITS (approximately 286 Units)**
(Proposed Units 1 to 33 inclusive on Level 1, Units 1 to 34 inclusive on Level 2, Units 1 to 38 inclusive on Level 3, Units 1 to 50 inclusive on Level 4, Units 1 to 45 inclusive on Level 5, Units 1 to 38 inclusive on Level 6, Units 1 to 35 inclusive on Level 7, Units 1 to 13 inclusive on Level 8)
 - a) **Each Residential Unit shall be bounded vertically by:**
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The backside face of the drywall sheathing and production thereof.
 - iii) The lower surface and plane of the concrete ceiling slab and/of the horizontal production thereof.
 - b) **Each Residential Unit shall be bounded horizontally by:**
 - i) The backside face of the drywall sheathing and production thereof.
 - ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

In the vicinity of ducts, pipe spaces and masonry walls, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and masonry walls.

- 2) **BOUNDARIES OF THE PARKING UNITS**
(Proposed 201 Units on Levels A and B)
 - a) **Each Parking Unit shall be bounded vertically by:**
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor.
 - iii) The upper surface and plane of the asphalt topcoat
 - b) **Each Parking Unit shall be bounded horizontally by:**
 - i) The vertical plane established by measurements.
 - ii) The surface and plane of the masonry wall or column and/or the production thereof.
 - iii) The vertical plane established by the centreline of the columns and/or walls and the production thereof.
 - iv) The vertical plane established by measurements and perpendicular to the face of the masonry wall or column.
 - v) The vertical plane controlled by the midpoint of the column face and being perpendicular to the masonry wall or column.
 - vi) The vertical plane established by the face of the masonry column and perpendicular to the face of the masonry wall or column.
 - vii) The vertical plane parallel to the face of wall and controlled by distances shown on the plan.

3) **BOUNDARIES OF THE STORAGE UNITS**
(Proposed 287 Units on Levels A, B, 2, 3, 4, 5 and 7)

a) **Each Storage Unit shall be bounded vertically by:**

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

b) **Each Storage Unit shall be bounded horizontally by:**

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

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 10 inclusive of the Description.

_____, 2018
Date

Waldemar Golinski
Ontario Land Surveyor

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

NOTE: The Declarant, at its sole, absolute and unfettered discretion, reserves the right to: (a) increase, decrease, eliminate or vary the number and types of all units on all levels; (b) increase or decrease the number of levels within the Building which forms part of the Condominium; (c) re-number all unit and level numbers; (d) revise unit boundaries to reflect "as-built" conditions at the time of condominium registration.

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES				(expressed as percentages to each unit)
RESIDENTIAL UNITS:	1	1	0.4239242	X	1	=	0.4239242
	2	1	0.4541205	X	1	=	0.4541205
	3	1	0.4541205	X	1	=	0.4541205
	4	1	0.4541205	X	1	=	0.4541205
	5	1	0.4541205	X	1	=	0.4541205
	6	1	0.4541205	X	1	=	0.4541205
	7	1	0.4541205	X	1	=	0.4541205
	8	1	0.4168653	X	1	=	0.4168653
	9	1	0.2482368	X	1	=	0.2482368
	10	1	0.2741194	X	1	=	0.2741194
	11	1	0.2819625	X	1	=	0.2819625
	12	1	0.2819625	X	1	=	0.2819625
	13	1	0.2800017	X	1	=	0.2800017
	14	1	0.2800017	X	1	=	0.2800017
	15	1	0.2325505	X	1	=	0.2325505
	16	1	0.2819625	X	1	=	0.2819625
	17	1	0.2819625	X	1	=	0.2819625
	18	1	0.2768645	X	1	=	0.2768645
	19	1	0.2768645	X	1	=	0.2768645
	20	1	0.2819625	X	1	=	0.2819625
	21	1	0.2819625	X	1	=	0.2819625
	22	1	0.2819625	X	1	=	0.2819625
	23	1	0.2819625	X	1	=	0.2819625
	24	1	0.3654925	X	1	=	0.3654925
	25	1	0.4376498	X	1	=	0.4376498
	26	1	0.4541205	X	1	=	0.4541205
	27	1	0.4541205	X	1	=	0.4541205
	28	1	0.4541205	X	1	=	0.4541205
	29	1	0.4541205	X	1	=	0.4541205
	30	1	0.4505910	X	1	=	0.4505910
	31	1	0.4505910	X	1	=	0.4505910
	32	1	0.4541205	X	1	=	0.4541205
	33	1	0.4541205	X	1	=	0.4541205
RESIDENTIAL UNITS:	1	2	0.4862775	X	1	=	0.4862775
	2	2	0.3545120	X	1	=	0.3545120
	3	2	0.3545120	X	1	=	0.3545120
	4	2	0.3545120	X	1	=	0.3545120
	5	2	0.3545120	X	1	=	0.3545120
	6	2	0.3078451	X	1	=	0.3078451
	7	2	0.2760802	X	1	=	0.2760802
	8	2	0.3635317	X	1	=	0.3635317
	9	2	0.4251007	X	1	=	0.4251007
	10	2	0.2529428	X	1	=	0.2529428
	11	2	0.2486290	X	1	=	0.2486290
	12	2	0.2749037	X	1	=	0.2749037
	13	2	0.2749037	X	1	=	0.2749037
	14	2	0.2729429	X	1	=	0.2729429
	15	2	0.2729429	X	1	=	0.2729429
	16	2	0.2235308	X	1	=	0.2235308
	17	2	0.2454917	X	1	=	0.2454917
	18	2	0.3274530	X	1	=	0.3274530
	19	2	0.2666683	X	1	=	0.2666683
	20	2	0.3984339	X	1	=	0.3984339
	21	2	0.2749037	X	1	=	0.2749037
	22	2	0.2749037	X	1	=	0.2749037
	23	2	0.2698056	X	1	=	0.2698056
	24	2	0.2698056	X	1	=	0.2698056
	25	2	0.2749037	X	1	=	0.2749037
	26	2	0.2749037	X	1	=	0.2749037
	27	2	0.2749037	X	1	=	0.2749037
	28	2	0.2749037	X	1	=	0.2749037
	29	2	0.3870612	X	1	=	0.3870612
	30	2	0.4294144	X	1	=	0.4294144
	31	2	0.3952966	X	1	=	0.3952966
	32	2	0.4505910	X	1	=	0.4505910
	33	2	0.3145118	X	1	=	0.3145118
	34	2	0.4180418	X	1	=	0.4180418

SCHEDULE "D" TO THE DECLARATION

PROPORTION OF COMMON INTERESTS AND
EXPENSES

UNIT TYPE	UNIT No.	LEVEL	(expressed as percentages to each unit)				
RESIDENTIAL UNITS:	1	3	0.2537271	X	1	=	0.2537271
	2	3	0.2749037	X	1	=	0.2749037
	3	3	0.2749037	X	1	=	0.2749037
	4	3	0.2749037	X	1	=	0.2749037
	5	3	0.2749037	X	1	=	0.2749037
	6	3	0.2749037	X	1	=	0.2749037
	7	3	0.2717664	X	1	=	0.2717664
	8	3	0.2752958	X	1	=	0.2752958
	9	3	0.4854932	X	1	=	0.4854932
	10	3	0.2749037	X	1	=	0.2749037
	11	3	0.2749037	X	1	=	0.2749037
	12	3	0.2729429	X	1	=	0.2729429
	13	3	0.2729429	X	1	=	0.2729429
	14	3	0.3972574	X	1	=	0.3972574
	15	3	0.3431394	X	1	=	0.3431394
	16	3	0.3274530	X	1	=	0.3274530
	17	3	0.3274530	X	1	=	0.3274530
	18	3	0.3984339	X	1	=	0.3984339
	19	3	0.2749037	X	1	=	0.2749037
	20	3	0.2749037	X	1	=	0.2749037
	21	3	0.2698056	X	1	=	0.2698056
	22	3	0.2698056	X	1	=	0.2698056
	23	3	0.2749037	X	1	=	0.2749037
	24	3	0.2749037	X	1	=	0.2749037
	25	3	0.2749037	X	1	=	0.2749037
	26	3	0.2517663	X	1	=	0.2517663
	27	3	0.3905907	X	1	=	0.3905907
	28	3	0.4294144	X	1	=	0.4294144
	29	3	0.2749037	X	1	=	0.2749037
	30	3	0.2749037	X	1	=	0.2749037
	31	3	0.2749037	X	1	=	0.2749037
	32	3	0.2749037	X	1	=	0.2749037
	33	3	0.2729429	X	1	=	0.2729429
	34	3	0.2729429	X	1	=	0.2729429
	35	3	0.2749037	X	1	=	0.2749037
	36	3	0.2749037	X	1	=	0.2749037
	37	3	0.1764717	X	1	=	0.1764717
	38	3	0.1666677	X	1	=	0.1666677
RESIDENTIAL UNITS:	1	4	0.3337276	X	1	=	0.3337276
	2	4	0.3549042	X	1	=	0.3549042
	3	4	0.3549042	X	1	=	0.3549042
	4	4	0.3549042	X	1	=	0.3549042
	5	4	0.3549042	X	1	=	0.3549042
	6	4	0.3078451	X	1	=	0.3078451
	7	4	0.2760802	X	1	=	0.2760802
	8	4	0.6576512	X	1	=	0.6576512
	9	4	0.5760820	X	1	=	0.5760820
	10	4	0.2352956	X	1	=	0.2352956
	11	4	0.2560800	X	1	=	0.2560800
	12	4	0.2560800	X	1	=	0.2560800
	13	4	0.2560800	X	1	=	0.2560800
	14	4	0.2560800	X	1	=	0.2560800
	15	4	0.2470604	X	1	=	0.2470604
	16	4	0.4235320	X	1	=	0.4235320
	17	4	0.3596101	X	1	=	0.3596101
	18	4	0.2470604	X	1	=	0.2470604
	19	4	0.2560800	X	1	=	0.2560800
	20	4	0.2521584	X	1	=	0.2521584
	21	4	0.2521584	X	1	=	0.2521584
	22	4	0.3972574	X	1	=	0.3972574
	23	4	0.3431394	X	1	=	0.3431394
	24	4	0.3274530	X	1	=	0.3274530
	25	4	0.3274530	X	1	=	0.3274530
	26	4	0.3984339	X	1	=	0.3984339
	27	4	0.2560800	X	1	=	0.2560800
	28	4	0.2560800	X	1	=	0.2560800
	29	4	0.2494133	X	1	=	0.2494133
	30	4	0.2494133	X	1	=	0.2494133
	31	4	0.2560800	X	1	=	0.2560800
	32	4	0.2560800	X	1	=	0.2560800
	33	4	0.2560800	X	1	=	0.2560800
	34	4	0.1882365	X	1	=	0.1882365
	35	4	0.3149039	X	1	=	0.3149039

SCHEDULE "D" TO THE DECLARATION

		PROPORTION OF COMMON INTERESTS AND EXPENSES					
UNIT TYPE	UNIT No.	LEVEL	(expressed as percentages to each unit)				
	36	4	0.3337276	X	1	=	0.3337276
	37	4	0.2047072	X	1	=	0.2047072
	38	4	0.2560800	X	1	=	0.2560800
	39	4	0.2560800	X	1	=	0.2560800
	40	4	0.2560800	X	1	=	0.2560800
	41	4	0.2521584	X	1	=	0.2521584
	42	4	0.2521584	X	1	=	0.2521584
	43	4	0.2560800	X	1	=	0.2560800
	44	4	0.2560800	X	1	=	0.2560800
	45	4	0.1764717	X	1	=	0.1764717
	46	4	0.2286289	X	1	=	0.2286289
	47	4	0.1882365	X	1	=	0.1882365
	48	4	0.3231393	X	1	=	0.3231393
	49	4	0.2274524	X	1	=	0.2274524
	50	4	0.3360805	X	1	=	0.3360805
RESIDENTIAL UNITS:	1	5	0.3337276	X	1	=	0.3337276
	2	5	0.3780416	X	1	=	0.3780416
	3	5	0.3545120	X	1	=	0.3545120
	4	5	0.3545120	X	1	=	0.3545120
	5	5	0.3545120	X	1	=	0.3545120
	6	5	0.3078451	X	1	=	0.3078451
	7	5	0.2760802	X	1	=	0.2760802
	8	5	0.2352956	X	1	=	0.2352956
	9	5	0.2560800	X	1	=	0.2560800
	10	5	0.2560800	X	1	=	0.2560800
	11	5	0.2560800	X	1	=	0.2560800
	12	5	0.2560800	X	1	=	0.2560800
	13	5	0.2560800	X	1	=	0.2560800
	14	5	0.2674526	X	1	=	0.2674526
	15	5	0.4658853	X	1	=	0.4658853
	16	5	0.2560800	X	1	=	0.2560800
	17	5	0.2521584	X	1	=	0.2521584
	18	5	0.2521584	X	1	=	0.2521584
	19	5	0.3972574	X	1	=	0.3972574
	20	5	0.3431394	X	1	=	0.3431394
	21	5	0.3274530	X	1	=	0.3274530
	22	5	0.3274530	X	1	=	0.3274530
	23	5	0.3984339	X	1	=	0.3984339
	24	5	0.2560800	X	1	=	0.2560800
	25	5	0.2560800	X	1	=	0.2560800
	26	5	0.2494133	X	1	=	0.2494133
	27	5	0.2494133	X	1	=	0.2494133
	28	5	0.2560800	X	1	=	0.2560800
	29	5	0.2560800	X	1	=	0.2560800
	30	5	0.2352956	X	1	=	0.2352956
	31	5	0.3678454	X	1	=	0.3678454
	32	5	0.4133359	X	1	=	0.4133359
	33	5	0.2560800	X	1	=	0.2560800
	34	5	0.2560800	X	1	=	0.2560800
	35	5	0.2560800	X	1	=	0.2560800
	36	5	0.2521584	X	1	=	0.2521584
	37	5	0.2521584	X	1	=	0.2521584
	38	5	0.2560800	X	1	=	0.2560800
	39	5	0.2560800	X	1	=	0.2560800
	40	5	0.1764717	X	1	=	0.1764717
	41	5	0.2286289	X	1	=	0.2286289
	42	5	0.1882365	X	1	=	0.1882365
	43	5	0.3231393	X	1	=	0.3231393
	44	5	0.2274524	X	1	=	0.2274524
	45	5	0.3337276	X	1	=	0.3337276
RESIDENTIAL UNITS:	1	6	0.3337276	X	1	=	0.3337276
	2	6	0.6176509	X	1	=	0.6176509
	3	6	0.5341210	X	1	=	0.5341210
	4	6	0.1901973	X	1	=	0.1901973
	5	6	0.2066680	X	1	=	0.2066680
	6	6	0.2066680	X	1	=	0.2066680
	7	6	0.2066680	X	1	=	0.2066680
	8	6	0.2023542	X	1	=	0.2023542
	9	6	0.3623552	X	1	=	0.3623552
	10	6	0.3639238	X	1	=	0.3639238
	11	6	0.2482368	X	1	=	0.2482368
	12	6	0.2521584	X	1	=	0.2521584
	13	6	0.2521584	X	1	=	0.2521584

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES				
			(expressed as percentages to each unit)				
	14	6	0.3396100	X	1	=	0.3396100
	15	6	0.3039235	X	1	=	0.3039235
	16	6	0.1803933	X	1	=	0.1803933
	17	6	0.2439231	X	1	=	0.2439231
	18	6	0.3137274	X	1	=	0.3137274
	19	6	0.3474531	X	1	=	0.3474531
	20	6	0.2560800	X	1	=	0.2560800
	21	6	0.2560800	X	1	=	0.2560800
	22	6	0.2494133	X	1	=	0.2494133
	23	6	0.2494133	X	1	=	0.2494133
	24	6	0.2560800	X	1	=	0.2560800
	25	6	0.2560800	X	1	=	0.2560800
	26	6	0.5051012	X	1	=	0.5051012
	27	6	0.4039241	X	1	=	0.4039241
	28	6	0.1764717	X	1	=	0.1764717
	29	6	0.1764717	X	1	=	0.1764717
	30	6	0.1745109	X	1	=	0.1745109
	31	6	0.1745109	X	1	=	0.1745109
	32	6	0.1764717	X	1	=	0.1764717
	33	6	0.1764717	X	1	=	0.1764717
	34	6	0.1764717	X	1	=	0.1764717
	35	6	0.1666677	X	1	=	0.1666677
	36	6	0.1827462	X	1	=	0.1827462
	37	6	0.3921593	X	1	=	0.3921593
	38	6	0.3360805	X	1	=	0.3360805
RESIDENTIAL UNITS:	1	7	0.3337276	X	1	=	0.3337276
	2	7	0.3780416	X	1	=	0.3780416
	3	7	0.3423551	X	1	=	0.3423551
	4	7	0.2509820	X	1	=	0.2509820
	5	7	0.3529434	X	1	=	0.3529434
	6	7	0.2011777	X	1	=	0.2011777
	7	7	0.3686297	X	1	=	0.3686297
	8	7	0.3980417	X	1	=	0.3980417
	9	7	0.2066680	X	1	=	0.2066680
	10	7	0.2066680	X	1	=	0.2066680
	11	7	0.4254928	X	1	=	0.4254928
	12	7	0.4666696	X	1	=	0.4666696
	13	7	0.2521584	X	1	=	0.2521584
	14	7	0.2521584	X	1	=	0.2521584
	15	7	0.3396100	X	1	=	0.3396100
	16	7	0.3474531	X	1	=	0.3474531
	17	7	0.2560800	X	1	=	0.2560800
	18	7	0.2560800	X	1	=	0.2560800
	19	7	0.2494133	X	1	=	0.2494133
	20	7	0.2494133	X	1	=	0.2494133
	21	7	0.2560800	X	1	=	0.2560800
	22	7	0.2560800	X	1	=	0.2560800
	23	7	0.3501983	X	1	=	0.3501983
	24	7	0.2815704	X	1	=	0.2815704
	25	7	0.1764717	X	1	=	0.1764717
	26	7	0.1764717	X	1	=	0.1764717
	27	7	0.1745109	X	1	=	0.1745109
	28	7	0.1745109	X	1	=	0.1745109
	29	7	0.1764717	X	1	=	0.1764717
	30	7	0.1764717	X	1	=	0.1764717
	31	7	0.1764717	X	1	=	0.1764717
	32	7	0.1666677	X	1	=	0.1666677
	33	7	0.1827462	X	1	=	0.1827462
	34	7	0.3921593	X	1	=	0.3921593
	35	7	0.3360799	X	1	=	0.3360799
RESIDENTIAL UNITS:	1	8	0.4400027	X	1	=	0.4400027
	2	8	0.3513747	X	1	=	0.3513747
	3	8	0.2576487	X	1	=	0.2576487
	4	8	0.3623552	X	1	=	0.3623552
	5	8	0.2062758	X	1	=	0.2062758
	6	8	0.3596101	X	1	=	0.3596101
	7	8	0.2254916	X	1	=	0.2254916
	8	8	0.2494133	X	1	=	0.2494133
	9	8	0.4388263	X	1	=	0.4388263
	10	8	0.3470610	X	1	=	0.3470610
	11	8	0.2588251	X	1	=	0.2588251
	12	8	0.2588251	X	1	=	0.2588251
	13	8	0.3482375	X	1	=	0.3482375

SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES					
			(expressed as percentages to each unit)					
PARKING UNITS : (Proposed 201 Units on Levels A & B)	201 Units	A & B	0.0450797	X	201	=	9.0610197	
STORAGE UNITS: (Proposed 287 Units on Levels A, B, 2, 3, 4, 5 & 7)	287 Units	A, B, 2, 3, 4, 5 & 7	0.0173383	X	287	=	4.9760921	
								<u>100.0000000 %</u>

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

(a) 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 Reciprocal Operating Agreement, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or rules of the Corporation.

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.

(c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units and, in this regard, all Residential Units will be individually metered for electricity consumption) or common elements including, without limiting the generality of the foregoing, monies payable on account of:

- (i) electricity;
- (ii) gas;
- (iii) water;
- (iv) waste disposal;
- (v) maintenance materials, tools and supplies; and
- (vi) off-site snow removal.

save and provided that:

the cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of the services and facilities set forth and described in the Reciprocal Operating Agreement, and the Corporation shall be responsible for paying its Proportionate Share with respect to the Reciprocal Operating Agreement, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Reciprocal Operating Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall subsequent to the registration of the Declaration, enter into the Reciprocal Operating Agreement with a view of covenanting to be responsible for its share of such costs.

(d) Provided that all charges in respect of cable television, television, telephone and internet service and electrical service relating to the Residential Units, shall be borne by the Owners directly and shall not form part of the common expenses.

(e) 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.

(f) All sums of money paid by the Corporation on account of lease payments and other costs and expenses relating to any building automated systems or equipment for the Building, including, without limitation, all automation systems for the operation of the Building, the fitness or amenity equipment, and all waste/recycling equipment and components.

(g) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers, including the costs and expenses of performing the reserve fund studies pursuant to section 94 of the Act and the performance audit as required pursuant to section 44 of the Act.

(h) 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.

(i) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.

(j) All sums of money paid by the Corporation for any addition, alteration, improvement to or

renovation of the common elements or assets of the Corporation.

(k) All sums of money 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.

(l) The fees and disbursements of any insurance trustee.

(m) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents or invitees.

(n) All sums of money paid by the Corporation on account of the Sanitary Discharge Agreement with the City of Toronto and any sums required in respect of maintaining compliance with the terms of such agreement.

(o) All sums of money relating to any one or more Discharge Agreements with the City of Toronto and any sums required in respect of maintaining compliance with the terms of such agreement(s).

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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

- a) The owner(s) of Residential Units 1 to 33 inclusive on Level 1, Residential Units 10 to 30 inclusive on Level 2, Residential Units 1 to 36 inclusive on Level 3, Residential Units 1, 10 to 44 inclusive and 47 to 50 inclusive on Level 4, Residential Units 1, 8 to 39 inclusive, 43, 44 and 45 on Level 5, Residential Units 1, 4 to 33 inclusive and 35 to 38 inclusive on Level 6, Residential Units 1, 3 to 30 inclusive and 32 to 35 inclusive on Level 7, and Residential Units 1 to 13 inclusive on Level 8 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Terrace** and/or **Balcony** and/or **Patio** and is illustrated on Part 1, Sheets 1 to 10 inclusive of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of the Exclusive Use Portions of the Common Elements shall not form part thereof.

NOTE: The Declarant, at its sole, absolute and unfettered discretion, reserves the right to: (a) increase, decrease, eliminate or vary the number and types of all exclusive use common elements on all levels; (b) revise the extent of exclusive use common elements in this project.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM
CORPORATION) (under clause 8 (1) (e) or (h) of the Condominium Act, 1998)**

I certify that:

Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase)]

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.

OR

☐ There are no underground garages.

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

OR

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

6. ☐ All installations with respect to the provision of water and sewage services are in place.

7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

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

9. ☐ All installations with respect to the provision of electricity are in place.

10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready

OR

☐ There are no indoor and outdoor swimming pools.

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

Dated this _____ day of _____, 201_____.

(signature)

(print name)

(Strike out whichever is not applicable:

Architect

Professional Engineer)

SCHEDULE II

By-Law No. 1

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ***BY-LAW NO. 1**

Be it enacted as a by-law of **TORONTO STANDARD CONDOMINIUM CORPORATION NO. *** (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

ARTICLE I**DEFINITIONS**

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, Chapter 19, as amended from time to time, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration of the Corporation.

ARTICLE II**SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III**REGISTER**

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV**MEETING OF MEMBERS**

1. **Annual General Meetings:** The annual general meeting of the owners shall be held at such place within the City of Toronto, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general 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 remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general 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 require. The board shall hold an annual general meeting not more than three (3) months after the registration of the declaration and description and subsequently within six (6) months of the end of each fiscal year of the Corporation.

2. **The First Meeting:** The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. **Interim Meeting of the First Board:** The first board as appointed by the declarant shall call and hold a meeting of owners by the later of thirty (30) days after the day on which the declarant has transferred twenty percent (20%) of the units and ninety (90) days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect two (2) directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on

the board than the declaration allows. The quorum for such interim meeting shall be constituted when the quorum requirements for such meeting set out in the Act are met. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.

4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than twenty-one days after the declarant ceases to be the 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 twenty-one (21) days after the calling of the meeting (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 this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) per cent of the units, are listed in the record maintained by the Corporation under s. 47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within thirty five (35) days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty five (45) days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than fifteen (15) days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least twenty (20) days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(7) of the Act and shall be served in accordance with subsections 47(4) and (5) of the Act, as the case may be. Prior to serving the notice to call a meeting of the owners, a preliminary notice shall be served on an owner at least twenty (20) days before the subsequent notice of meeting of owners described therein to each owner and mortgagee whose names appeared on the record at least five (5) days before the day the preliminary notice is given. Each preliminary notice shall have the content required by section 45.1 of the Act

7. Reports and Financial Statements: The corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, 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 Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Quorum: At any meeting of owners, including, without limitation, an interim meeting referred to in Section 3 of this Article, a turnover meeting referred to in Section 4 of this Article and an annual general meeting referred to in Section 1 of this Article, a quorum shall be constituted when the quorum requirements for such particular meeting set out in the Act are met. 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 be dissolved and shall stand adjourned. Notice of the

time, day and place of the reconvening of such adjourned meeting shall be given in accordance with the Act.

10. Right to vote: At each meeting of owners, and subject to the restrictions in Section 14 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the corporation at least four (4) days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

11. Method of voting: At any annual general, special or turnover meeting, any question shall be decided by (i) a show of hands, personally or by proxy; or (ii) a recorded vote, that is marked on a ballot cast personally or by a proxy, marked on an instrument appointing a proxy or indicated by telephonic or electronic means if the by-laws so permit. A recorded vote may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

12. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 14 of this Article shall apply.

13. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing and shall be in the prescribed form described in the Regulations. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. 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.

14. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

15. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of this Article.

16. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for thirty (30) days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

17. Minutes: While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chairman and Secretary of the meeting;
- (d) the confirmation of the due calling of the meeting
- (e) confirmation of quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the move, seconder (where necessary) and disposition of every motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chairman of the meeting.

ARTICLE V

Corporation

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:

- a) controlling, managing and administering the common elements and the assets of the Corporation;
- b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, without limiting the generality of the foregoing, complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
- c) collecting the common expenses assessed against the owners;
- d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;
- f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;
- g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;

- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
- j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.
- k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the declaration.

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

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of the rules concerning the operation and use of the property;
- c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;
- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;

- i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease, or to grant or transfer an easement, right of way or license through, over, upon or under 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, except those parts of the common elements over which any owner has the exclusive use, on the express understanding that to the extent that subsection 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, licence, easement or right of way, or release of easement may be executed on behalf of the Corporation by an 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.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.
2. Number and Quorum: Until amended by by-law, the number of directors shall be three (3) of whom three (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be an individual, shall be eighteen (18) or more years of age, shall not have the status of bankrupt, shall not have been found, under the Substitute Decision Act, 1992, the Mental Health Act, to be incapable of managing property, shall not, subject to the Regulations, have been found incapable by any court in Canada or elsewhere, and shall comply with the disclosure obligations prescribed under the Act and/or the Regulations within the prescribed time. If a certificate of lien is registered under subsection 85(2) of the Act against his Unit and not discharged under subsection 85(7) of the Act within ninety (90) days, he shall thereupon cease to be a director.
4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect director, one (1) director shall be elected to hold office for a term of (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI, Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.
6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and

there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.

7. 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 Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than ten (10) days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings: The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

9. Meeting by Teleconference: A meeting of the directors may be held by teleconference or another form of communications system if all of the directors consent to the means used.

10. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.

11. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

12. Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

13. Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

14. Indemnity of Directors and Officers: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office; and
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

(hereinafter collectively referred to as the "Liabilities")

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. Director of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

16. Minutes: While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

- (a) the date, time and place of meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chairman and Secretary of the meeting;
- (d) the confirmation of the due calling of the meeting;
- (e) confirmation of quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chairman of the meeting.

ARTICLE VIIOFFICERS

1. Elected Officers: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
2. Appointed Officers: From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.
3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
4. President: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
6. General Manager: The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.
7. 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. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
8. 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, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
9. Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires 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.
10. Agents and Attorneys: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the board, in its sole discretion, may think fit.
11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the

Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint 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 such one or more officers or other persons as the board may designate, direct 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 defining the rights and powers of the parties hereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) of the Act may be signed by any officer or any director of the Corporation, 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 IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:

- a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
 - b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and
 - c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary 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.
2. If any such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.
3. Omissions and Errors: Except as provided in 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

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.
2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation in accordance with s. 94 of the Act.
3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their 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.

5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within ten (10) days from the date of receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.

6. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

7. 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 four (4%) percent per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.

2. Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII

HOUSE RULES

1. Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective the day after the thirtieth (30th) day after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only at the earlier of: (i) the time at which a quorum is not present at the first attempt to hold the meeting, and (ii) the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at said meeting. However, any rule or amendment that has substantially the same

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

ARTICLE XIV

MISCELLANEOUS

2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.

4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

DATED this day of , 201 .

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE III

By-Law No. 2

TORONTO STANDARD CONDOMINIUM CORPORATION NO. *

BY-LAW NO. 2

Be it enacted as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. * (hereinafter referred as to the "corporation") as follows:

The Directors of the corporation may from time to time:

- (a) borrow money on the credit of the corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the corporation;
- (c) delegate to such one or more of the officers and directors of the corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than FIVE THOUSAND DOLLARS (\$5,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. * hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998.

DATED this day of , 201 .

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ***

Per: _____
Name:
Title:

SCHEDULE IV
By-Law No. 3

TORONTO STANDARD CONDOMINIUM CORPORATION NO. *

BY-LAW NO. 3

Be it enacted as a By-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. * (hereinafter referred as to the "Corporation") as follows:

1. a Reciprocal Operating Agreement entered into by the Corporation with 462 DEVELOPMENTS INC. dated the * day of *, 201* and attached hereto be ratified and the terms of such Reciprocal Operating Agreement be approved by the board.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. * hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998.

DATED this day of , 201 .

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. ***

Per: _____
Name:
Title:

NOTE: Reciprocal Operating Agreement not yet available at this time. To be attached to final by-law.

SCHEDULE V

By-Law No. 4

TORONTO STANDARD CONDOMINIUM CORPORATION NO. *

BY-LAW NO. 4

Be it enacted as a By-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. * (hereinafter referred as to the "Corporation") as follows:

The directors of the Corporation shall cause the corporation to enter into an agreement with 462 DEVELOPMENTS INC. (the "Declarant") substantially in the form attached hereto as (the "Agreement") which shall provide that, effective as of the registration date of the Corporation:

- a) The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program.
- b) The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Corporation and the Building shall be through the process established for and administered by the Tarion Warranty Corporation.
- c) The Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters.
- d) The Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement.
- e) The Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.
- f) The Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. * hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED this day of , 201 .

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. ***

Per:

Name:

Title:

I have authority to bind the Corporation.

WARRANTY AGREEMENT

THIS AGREEMENT is made * .

BETWEEN:

462 DEVELOPMENTS INC.
(the "Declarant")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. •, a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19
(the "Corporation")

RECITALS:

- A. the Corporation was created pursuant to the Condominium Act, 1998 (the "Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, relating to the land and any interest appurtenant to the land described in the Description located at • (the "Property"); and
- B. the Corporation has agreed to enter into this Agreement with the Declarant with respect to any outstanding, incomplete or deficient items and any other relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation, in accordance with the terms and conditions of this Agreement.

In of the covenants and agreements contained in this Agreement and the sum of \$1.00 paid by each party to each other party, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

- 1. The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Ontario New Home Warranties Act or the Tarion Warranty Corporation ("Tarion").
- 2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation shall be through the process established and administered under Tarion.
- 3. The Corporation and the Declarant, hereby appoint and constitute Tarion as the sole and final arbiter of all such matters as set out in paragraph 2 above.
- 4. The Corporation agrees to indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.
- 5. This Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.
- 6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

462 DEVELOPMENTS INC.

Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. •

Per: _____
Name: _____
Title: _____

I have the authority to bind the Corporation

SCHEDULE VI
Pre-Existing Elements Fund Study



Pre-existing Elements Fund Study (PEFS)

Wonder Condos
462 Eastern Avenue, Toronto, Ontario
September 07, 2018

Prepared For:

462 Developments Inc.

200 King Street West, Suite 1602, Box 42

Toronto, ON M5H 3T4

Contact: Josh Cooper, Project Manager, c/o Alterra Group of Companies

Prepared By:

WSP Canada Inc.

2300 Yonge Street, Suite 2300

Toronto, ON M4P 1E4

Contact: Nalinda Mendis, Project Manager

Project Number: 181-11786-00



General Description of the Property

462 Eastern Avenue in Toronto, Ontario is a designated Heritage property under the Ontario Heritage Act.

The property currently includes an industrial building with two, three, and four-storey above-grade sections, and one-level partial basement at the southwest side. The property is bounded by Logan Avenue at the east side, Eastern Avenue at the south side, and Booth Avenue at the west side. The site has a total area of approximately 0.55 hectares (1.36 acres).

The original building is located at the southwest side and was constructed circa 1920 as a two-storey facility with a one-level basement, for use as a bakery / food manufacturing plant by Brown's Bread Limited. Other prior owners include General Bakeries Ltd. and Weston Foods Inc.

Known additions or major renovations include:

- circa 1929: additional two-storey building at the east side, and additional two floors above the original building;
- circa 1950s: expansion at the north side with additional two and three stories buildings. Prior usages of these expansion buildings include a drive shed, printing facility, and garage/paint shop;
- circa 1980s and 1990s: renovations/fit-outs when Weston Foods took over operation and ownership of the facility in the 1980s, and subsequent upgrades in the 1990s.

General Description of the Planned Conversion

The majority of the site and buildings will be demolished, including all 1950s north expansion buildings; the 1929 east building (up to the south and east-facing exterior walls and foundations), and the north portion of the 1920s original building.

The proposed development at the demolished areas includes an 8-storey, U-shaped building with a total of 286 residential suites and two levels of underground parking with 257 stalls. The ground floor level will have freehold retail space on the south side, however the retail space will not form part of the condominium corporation.

The pre-existing elements that will remain include:

- 1920 Original Building: four-storey south and west-facing walls (excluding windows and doors), and the superstructure and substructure at the south and southwest portions. Only two bay widths will be retained (about 10m in width) along the Eastern Avenue and Booth Avenue frontages;
- 1929 East Building: two-storey south and east-facing exterior facades and foundations only (excluding windows and doors).

The retained above-grade areas have a total gross floor area of approximately 2,760 m² (29,708 ft²). The most current uses of these areas include office spaces, mechanical/electrical service rooms, and food manufacturing at the 2nd to 4th floors. The ground floor currently has new vehicle inventory storage at areas that will not form part of the condominium corporation; the current building owner reports that the vehicles have not left the building, so the ground floor slab has not been exposed to de-icing salts and chlorides. The retained above-grade areas will be converted to new retail space at the ground floor (not part of the condominium corporation), new loft-style residential suites from the 2nd to 6th floor (which accounts for new mezzanine levels), and new suite terraces on the 7th floor roof.

The retained below-grade areas have a total gross floor area of approximately 550 m² (5,920 ft²) and are currently used as general facility storage, and mechanical/electrical service rooms. These retained below-grade areas will be converted to new storage rooms for residential garbage, lockers, and bicycles, new interior amenity room (exercise room), and new mechanical (water) room.

WSP

General Description of Alterations/Additions

Elements within the retained areas that will be removed or replaced (and therefore excluded from the capital plans) include:

- windows, doors, and joint sealants;
- roofing systems (roof level will be converted to suite terraces at the 7th floor, with new waterproofing and guardrails);
- sections of cladding will be removed for additional locations of new windows and doors.
- interior finishes, including concrete block demising walls;
- infill of basement areas (four locations) that extend beyond the building footprint under the City sidewalk;
- interior exit stairwell and elevator shaft at the east side of the original building;
- all existing mechanical and electrical systems, including domestic water supply, storm and sanitary drainage, HVAC, electrical and lighting, and site services (electrical, natural gas, drainage, telecommunications, etc.)

Existing elements that will be retained include:

- existing precast concrete window sills will be repaired, refinished, and re-used;
- exterior solid masonry walls, with repairs/replacements of deteriorated brick masonry and parging, where required;
- steel columns, steel beams, and concrete floors at the 1920 original building (south and west sides);
- foundation walls and footings for the 1920 original building (south and west sides) and 1929 east building (south and east sides);
- roof structure and basement floor slab at the 1920 original building (south and west portions).

wsp

Physical Analysis

The following sections describe the pre-existing elements that will remain after condominium registration, and our estimate of the costs and timing for future major repairs and replacements, presented as individual projects.

The following concepts and definitions are used in the repair and replacement projects:

COSTS

Capital expenditures are defined as those that exceed an annual threshold of \$2,000, and are not carried out as part of repetitive maintenance programs. Voluntary upgrades or improvements are not included. The budgets assume a prudent level of ongoing maintenance. Dollars shown are not inflated, and include contingencies (typically 5 to 15%) and allowances for design/project management (5 to 15%), where relevant. Taxes are included.

Present Costs shown represent our opinion regarding the current dollar value for the work described. They are based on our assumptions regarding the likely scope of the work, and the materials or equipment that will be required. We base our opinion on comparing the assumed scope with actual costs of similar work at other buildings, using published construction cost databases, and/or by discussions with local contractors. Replacement costs are often much different than new construction costs as a result of removal/disposal, difficulties with access and the requirement to work around finishes.

PROJECT OCCURRENCES AND CYCLES

We estimate two factors when considering the timing of future repairs or replacements:

- First occurrence is our estimate of when the work will be required next. This estimate is based on the apparent condition of the item and may not simply be the time remaining in the standard estimated life cycle.
- Cycle (or life expectancy) is the frequency at which the repair or replacement is normally expected to be required. The time cycle following a repair or replacement may be different from the original service life as a result of changes in the materials or equipment employed, and changes in technology.

The life expectancies applied to the projects are typically based on our observations of the performance of similar materials systems or components at other buildings, available documentation, and/or recommendations made to us by manufacturers or suppliers.

We endeavour to estimate the timing of repairs to reflect the necessity of maintaining the building standards on a cost-efficient manner. Some items that are not critical to the building operation (such as finishes, or site work) may be deferred from our recommended time; however, this may result in a decrease in building standards. For some items, particularly those such as leakage, there may be an increase in the extent of repairs and costs if the required work is deferred.

For some building materials and systems, the actual service life is difficult to estimate as a result of a short history of application or use in other similar buildings. This can be particularly true of mechanical and electrical systems. While the actual service life may exceed the estimated service lives for these components, it is recommended that the funds be available for the repairs or replacements at the times indicated.

WSP

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

SUMMARY TABLE OF PRE-EXISTING ELEMENTS FUND

									7 Year - Expected Major Repair Schedule						
Item	Description	Common Element	Freehold	Present Cost (100%)	Present Cost (*70.5% Share)	Year of First Occurrence	Cycle	Limits on Occurrences	2021	2022	2023	2024	2025	2026	2027
1	Structure														
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Yes	No	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0	\$0	\$0
2	Building Envelope														
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Yes	No	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904	\$0	\$0
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Yes	No	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotals									\$0	\$0	\$32,194	\$0	\$122,904	\$0	\$0
TOTAL PEF CONTRIBUTION									\$155,098						

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

UNINFLATED FORECASTED EXPENDITURES

								7 Year - Expected Major Repair Schedule									
Item	Description	Status	Present Cost (100%)	Present Cost (*70.5% Share)	Year of First Occurrence	Cycle	Limits on Occurrences	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1 Structure																	
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Forecasted	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0	\$0	\$0	\$32,194	\$0	\$0
2 Building Envelope																	
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904	\$0	\$0	\$0	\$0	\$0
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,543
Total								\$0	\$0	\$32,194	\$0	\$122,904	\$0	\$0	\$32,194	\$0	\$239,543

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

UNINFLATED FORECASTED EXPENDITURES

<u>Item</u>	<u>Description</u>	<u>Status</u>	<u>Present Cost</u> <u>(100%)</u>	<u>Present Cost</u> <u>(*70.5% Share)</u>	<u>Year of First</u> <u>Occurrence</u>	<u>Cycle</u>	<u>Limits on</u> <u>Occurrences</u>	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
1 Structure																	
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Forecasted	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0	\$0	\$0	\$32,194	\$0	\$0
2 Building Envelope																	
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904	\$0	\$0	\$0	\$0	\$0
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,543
Total								\$0	\$0	\$32,194	\$0	\$122,904	\$0	\$0	\$32,194	\$0	\$239,543

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

UNINFLATED FORECASTED EXPENDITURES

Item	Description	Status	Present Cost [100%]	Present Cost [*70.5% Share]	Year of First Occurrence	Cycle	Limits on Occurrences	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
1 Structure																	
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Forecasted	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0	\$0	\$0	\$32,194	\$0	\$0
2 Building Envelope																	
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904	\$0	\$0	\$0	\$0	\$0
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,543
Total								\$0	\$0	\$32,194	\$0	\$122,904	\$0	\$0	\$32,194	\$0	\$239,543

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

UNINFLATED FORECASTED EXPENDITURES

Item	Description	Status	Present Cost [100%]	Present Cost [*70.5% Share]	Year of First Occurrence	Cycle	Limits on Occurrences	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060
1 Structure																	
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Forecasted	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0	\$0	\$0	\$32,194	\$0	\$0
2 Building Envelope																	
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904	\$0	\$0	\$0	\$0	\$0
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,543
Total								\$0	\$0	\$32,194	\$0	\$122,904	\$0	\$0	\$32,194	\$0	\$239,543

Wonder Condos, 462 Eastern Avenue, Toronto, Ontario
7-Sep-18

UNINFLATED FORECASTED EXPENDITURES

Item	Description	Status	Present Cost (100%)	Present Cost (*70.5% Share)	Year of First Occurrence	Cycle	Limits on Occurrences	2061	2062	2063	2064	2065
1 Structure												
1.1.1	Allowance for Local Basement Foundation Wall Leak Repairs	Forecasted	\$32,194	N/A	2023	5		\$0	\$0	\$32,194	\$0	\$0
2 Building Envelope												
2.1.1	Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$174,332	*\$122,904	2025	10	Alternates with Item 2.1.2	\$0	\$0	\$0	\$0	\$122,904
2.1.2	Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)	Forecasted	\$339,778	*\$239,543	2030	10	Alternates with Item 2.1.1	\$0	\$0	\$0	\$0	\$0
Total								\$0	\$0	\$32,194	\$0	\$122,904

1. Structure

1.1 Structural Frame

Description:

The structure is concrete and steel-framed, and includes:

1920 Original Building:

- Superstructure: cast-in-place reinforced concrete intermediate and roof slabs, supported on steel beams and steel columns. The beams and columns are painted. Some columns are encased in concrete or brick masonry. There is an asphalt topping on the ground floor slab. There is a cementitious topping on the 2nd and 4th floor slabs.
- Substructure: multi-wythe brick masonry foundation walls, with header courses. According to the project structural designer, the footings consist of cast-in-place strip and spread footings. The basement floor is a concrete slab-on-grade.

1929 east building walls are supported on poured concrete foundations and footings, as reported by the project structural engineer.

Condition / Recommendation:

We were advised that the following work will be completed at above-grade areas:

- The asphalt topping at the ground floor slab (not part of the condominium corporation) will be removed per fit-out requirements of the future retail owner, and not borne by the future condominium corporation.
- All delaminated cementitious floor slab toppings will be removed and repaired (where required), including repairs to the underlying concrete floor slab as required, prior to condominium registration.
- All retained interior areas will be thoroughly cleaned, paint finishes removed, new paint applied, and floor-to-floor penetrations will be appropriately patched, sealed and/or firestopped prior to condominium registration.

We were advised that the following work will be completed at below-grade areas:

- While there is evidence of leakage (drip staining and/or local areas of interior parging), we were advised that there is no active leakage through the basement walls. Areas where the basement extends beyond the building footprint (below the city sidewalk) will be infilled and sealed. The basement walls should be monitored.
- Existing water below the basement slab is expected to be drained, since the north portion of the site will be excavated to install two levels of underground parking, and existing buried drainage lines and sump pumps will be replaced. Proper subsurface drainage mechanisms are expected to be provided, prior to condominium registration.

Soil remediation will be completed, where required, prior to condominium registration.

The project structural designer indicates no issues with test results related to the existing structural steel and concrete.

Additional testing and/or further analysis of tests will be incorporated into this report at the mandated annual updates, prior to condominium registration.

FORECASTED EXPENDITURES

Pending additional testing/analysis, no major repairs to the pre-existing above-grade structural components are anticipated during the initial 7-year period after condominium registration. The interior portions of the structure are expected to be generally protected from weather and are not anticipated to require major repair within the timeframe of this report.

This study includes a recurring allowance for local basement wall leakage repairs at the 1920 original building, beginning within the 7-year initial period after condominium registration. Basement leaks can be managed in different ways. Given that the foundation walls are brick masonry, and that the walls are close to City sidewalks, this study assumes that future foundation wall leakage (if any) will be addressed from the interior side.

1.1.1 Allowance for Local Basement Foundation Wall Leak Repairs

Present Cost	Inflated Cost	First Occur.	Cycle	# Occurrences	Class	Status
\$32,194	\$32,194	2023	5	Recurring	3	Forecasted

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Project Notes:

This item is a periodic contingency allowance to address potential leakage at the perimeter foundation/basement walls from the interior side (if/as required).

We believe the original brick foundation walls which are not waterproofed below grade are at higher than desirable risk of leakage, and that preventative measures to reduce the risk of damage to new finishes or equipment are prudent. Ideally, this would include exterior excavation, waterproofing, and insulating. As this may not be practical, this budget allows for periodic, local repairs to the masonry and mortar joints.

We expect that exterior wall and site improvements will be carried out prior to condominium registration, to reduce the risk of leakage from surface water accumulation.

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2. Building Envelope

2.1 Masonry Walls

Description:

The exterior walls are solid masonry, with multi-wythe bricks and header courses. There are steel lintels above window and door openings. Window sills are precast concrete.

There appears to be three vintages of brick:

- 1920 original brick along the east and southwest elevations (lower two floors);
- 1929 brick at east addition, and upper two floors of the 1920 original building;
- Sections of newer brick at the ground floor at prior wall openings, which appears to have been installed during the Weston Bakeries renovation in the 1980s or 1990s.

The base of the brick walls at the 1929 east and southeast elevations are poured concrete, with a painted cementitious coating/parging. The base of the brick walls at the 1920 original building have painted precast concrete blocks.

Vertical brick control joints between older and newer buildings are sealed with caulking.

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Condition / Recommendation:

We were advised the following work will be completed at retained areas, prior to condominium registration:

- All deteriorated parging and paint finishes at the base of the walls will be removed and replaced.
- The exterior brick walls will be cleaned, and mortar joints and damaged bricks will be repaired/replaced where required.
- Insulation and drywall will be added to the inside face of the suite walls.
- Exterior masonry control joint sealants will be replaced.
- Windows, doors, joints sealants, and affected masonry will be replaced. The new windows will be enlarged, and the existing precast concrete window sills will be repaired, refinished and re-used. The bricks from the removed portions of the walls will be re-salvaged for brick replacements at other areas of the facade (where required).

Testing indicates:

- the presence of lead-containing paint and mortar. Prior to condominium registration, all locations of lead-containing paint (exterior and interior) will be removed, and mortar repairs/replacements where required during construction will be handled per current health and safety guidelines.
- the presence of asbestos-containing sealants/caulking. Prior to condominium registration, all locations of asbestos-containing sealants/caulking will be removed.

Additional testing and/or further analysis of tests will be incorporated into this report at the mandated annual updates, prior to condominium registration.

FORECASTED EXPENDITURES

Pending additional testing and/or analysis, and per the attached maintenance/repair recommendations for designated heritage properties (as provided by the heritage architect), we have included the following recurring budgets:

- Smaller repair program for the pre-existing masonry exterior walls during the initial 7-year period after condominium registration, starting in Year 5.
- Larger repair program for the pre-existing masonry exterior walls for potential increased amounts of deterioration, starting in Year 10.

The above items alternate every 5 years. The repair budgets include additional costs for:

- scaffolding access;
- city sidewalk permits, overhead and site protection;
- specialized contractor and consultant fees as this is a designated heritage property;
- mortar repairs/replacements premiums (since the mortar is considered to be low-level lead-containing).

We understand that since the ground floor retail space will not form part of the condominium corporation, the retained exterior walls will be shared between the future condominium corporation and the ground floor retail space. A reciprocal or cost-sharing agreement has not yet been made. Pending a reciprocal or cost-sharing agreement, this study includes an estimated proportionate share for the condominium corporation only, based on surface area of the walls (estimated 70.5% cost allocation for the future condominium corporation).

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2.1.1 Locally Repair Exterior Masonry Walls - Smaller Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)

Present Cost	Inflated Cost	First Occur.	Cycle	# Occurrences	Class	Status	Cost Sharing (%)
\$122,904	\$122,904	2025	10	Recurring	3	Forecasted	70.5

Project Notes:

Per the recommended maintenance schedule, this item is a placeholder allowance for a smaller repair program of the retained exterior walls after 5 years. Pending a reciprocal or cost-sharing agreement, the budget shown reflects the estimated proportionate share of the future condominium corporation only, based on surface area of the walls (70.5%). The proportionate share should be updated once a reciprocal or cost-sharing agreement is developed.

The budget includes allowances for local brick replacements, mortar joint repairs, and local replacement of pargings at the base of the walls (as a result of exposure to the elements and abrasion/damage). Cost savings may be achieved if repairs are completed in conjunction with other exterior wall work (e.g.: exterior sealant repairs/replacements, window/door repairs, etc).

Interim minor repairs/replacements or cleaning are expected to be annually completed (as required), as part of operating/maintenance budgets. This item cycles between the separate budget for a larger repair program (starting in Year 10).

2.1.2 Locally Repair Exterior Masonry Walls - Larger Repair Program (70.5% Est. Proportionate Share of Condominium Corporation)

Present Cost	Inflated Cost	First Occur.	Cycle	# Occurrences	Class	Status	Cost Sharing (%)
\$239,543	\$239,543	2030	10	Recurring	3	Forecasted	70.5

Project Notes:

Per the recommended maintenance schedule, this item is a placeholder allowance for a larger repair program of the retained exterior walls after 10 years. Pending a reciprocal or cost-sharing agreement, the budget shown reflects the estimated proportionate share of the future condominium corporation only, based on surface area of the walls (70.5%). The proportionate share should be updated once a reciprocal or cost-sharing agreement is developed.

The budget includes allowances for an increased amount of local brick replacements, mortar joint repairs, and replacement of pargings at the base of the walls. The budget also allows for consulting fees to complete a more detailed wall condition evaluation. Cost savings may be achieved if repairs are completed in conjunction with other exterior wall work (e.g.: exterior sealant repairs/replacements, window/door repairs, etc).

Interim minor repairs/replacements and cleaning are expected to be annually completed (as required), as part of operating/maintenance budgets. This item cycles between the separate budget for a smaller repair program (starting in Year 5).

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Scope Of Work

Authorization

This Study was commissioned by 462 Developments Inc. in accordance with our proposal and Agreement for Services dated August 20, 2018.

Mandate

The purpose of this report is to provide an indication of the present physical condition of the building(s) with respect to the pre-existing elements only that will be retained after condominium registration for this Residential Condominium Conversion Project (RCCP) per the requirements of Tarion's Builder Bulletin 51. Elements or systems that will be removed or replaced as part of the proposed development are excluded from capital plans.

Our review was intended to identify conditions resulting from past and current uses. We were to record deficiencies or conditions noted during visual walk-through review(s) and incorporating findings from intrusive testing and reports that, in our opinion, will likely require capital expenditures over the next 7 years and 45 years after the proposed condominium registration. Capital expenditures are defined as expenditures that are expected to exceed an annual threshold of \$2,000, and are not normally associated with routine maintenance. Voluntary upgrades or improvements are excluded.

Our opinion of costs assumes a prudent level of ongoing maintenance. Our mandate was to complete a visual walk-through survey of items, components, and systems that are conspicuous, patent, and that may be observed visually during the walk-through survey. Other than test reports that included intrusive sampling, all concealed physical deficiencies and design inadequacies are specifically excluded from our mandate. Our interviews of building personnel attempt to uncover known concerns at the property, but we cannot attest to the integrity or knowledge of the interviewees, nor can this process, or the scope of work in its entirety, be considered technically exhaustive or be considered to eliminate all risks related to owning this property. Only conditions actually seen during examination of representative samples can be said to have been assessed, and comments on the balance of the conditions are assumptions based upon extrapolation.

Our mandate does not include an exhaustive review of visible conditions against all code, property standards by-law, or other legislative requirements that existed at the time of original construction, or that may retroactively apply, including Human Rights Code violations. We expect that all deficiencies related to changes of use will be identified by the project designers and code consultant(s) as part of this RCCP. We do consider the following, if and where applicable: adequacy and acceptability of guards (at balconies, stairs, retaining walls, etc.), window opening restrictors, daytime light levels in corridors, stairs, and garages, elevator equipment guarding, and backflow preventers. In the course of our review, our site reviewers may also identify other potential compliance concerns, but the identification of these concerns should not be seen to indicate that an exhaustive review has been completed.

Our mandate is to provide opinions of probable costs that reflect the repair strategies that we foresee and should be considered preliminary budgets only. Accurate figures can only be obtained by establishing a scope of work and receiving quotes from suitable contractors at the time the work will be completed. We cannot guarantee the actual age of equipment, apparent maintenance practices, or the service lives that we have predicted. Time frames given for undertaking work represent our opinion of when to budget for the work. Failure of the item, or the optimum repair/replacement process, may vary from our estimate. There can be no assurance that this forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated. Accordingly, readers should not place undue reliance on forward-looking information. Typically further investigation and design at the time of construction will be needed to refine construction budgets and timing for any significant projects.

Our General Terms and Conditions and Authorization for Services issued at the time of engagement apply to this report.

The opinions in this report are those of the consultant team. These opinions were not influenced in form or content by pressure from the

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applicant or anyone representing the applicant. The consultant team acknowledges that their duty in preparing the report is to Tarion, and ultimately to provide consumer protection to the purchasers of homes in the condominium project.

Survey Method

WSP visited the site on August 15 and 22, 2018.

Our field observer and report writer was Nalinda Mendis, B.Arch.Sc., LEED AP BD+C. The report was reviewed by Gerard Gransauil, P.Eng.

Information Provided

The following documents were provided:

- Architectural Drawings prepared by Diamond Schmitt Architects, dated April 6, 2018 (issued for OPA, ZBA and SPA Resubmission);
- Heritage Impact Assessment (Addendum) prepared by GBCA Architects, dated August 11, 2017;
- Designated Substances Survey prepared by exp Services Inc., dated September 22, 2014;
- Phase One and Two Environmental Site Assessments prepared by exp Services Inc., dated November 23, 2016;
- Hydrogeological Investigation prepared by exp Services Inc., dated April 11, 2018;
- Bulk Sampling for Asbestos and Lead by exp Services Inc., dated August 30 and 31, 2018 (issued as DRAFT);
- Concrete Core Test and Chloride Test by exp Services Inc., dated August 27, 2018;
- Steel Tensile Test and Chemical Analysis by Acuren, dated May 2, 2018;
- Various historic building and expansion drawings (most are poor resolution).

The following comprises the RCCP development/design team:

- Vendor: 462 Developments Inc.
- Developer: Graywood Developments
- Builder: The Alterra Group of Companies
- Architect: Diamond Schmitt Architects
- Heritage Architect: GBCA Architects
- Heritage Structural: Facet Group
- Structural: Entuitive Corporation
- Mechanical and Electrical: MCW Consultants Ltd.
- Testing Agent: exp Services Inc.
- Bulletin 49 Field Review Consultant: WSP Canada Inc.

Neil Puype from Facet Group answered questions regarding the scope of work for the pre-existing elements and conversion, and coordinated and provided the test reports.

Respectfully submitted,
WSP Canada Inc.



Nalinda Mendis, B.Arch.Sc., LEED AP BD+C
Project Manager





Gerard Gransaul, P.Eng.
Project Director

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Limitations

WSP Canada Inc. is the "Consultant" referenced throughout this document.

Our scope of work and responsibilities related to this report are defined by the documents that form the agreement and authorization for this work.

Any user accepts that decisions made or actions taken based upon interpretation of our work are the responsibility of only the parties directly involved in the decisions or actions.

Only the specific information identified has been reviewed. No design calculations have been performed unless specifically recorded. Conditions existing but not recorded were not apparent given the level of study undertaken. Only conditions actually seen during examination of representative samples can be said to have been appraised and comments on the balance of the conditions are assumptions based upon extrapolation. Therefore, this work does not eliminate uncertainty regarding the potential for existing or future costs, hazards or losses in connection with a property.

The Consultant is not responsible for, or obligated to identify, mistakes or insufficiencies in the information obtained from the various sources, or to verify the accuracy of the information.

No statements by the Consultant are given as or shall be interpreted as opinions for legal, environmental or health findings. The Consultant is not investigating or providing advice about pollutants, contaminants or hazardous materials.

The Client and other users of this report expressly deny any right to any claim against the Consultant, including claims arising from personal injury related to pollutants, contaminants or hazardous materials, including but not limited to asbestos, mould, mildew or other fungus.

Applicable codes and design standards may have undergone revision since the subject property was designed and constructed. As an example, design loads (such as those for temperature, snow, wind, rain, seismic etc) and the specific methods of calculating the capacity of the systems to resist these loads may have changed significantly. Unless specifically included in our scope, no calculations or evaluations have been completed to verify compliance with current building codes and design standards.

Budget figures are our opinion of a probable current dollar value of the work and are provided for approximate budget purposes only. Accurate figures can only be obtained by establishing a scope of work and receiving quotes from suitable contractors.

Time frames given for undertaking work represent our opinion of when to budget for the work. Failure of the item, or the optimum repair/replacement process, may vary from our estimate.



Reliance

This Report may be relied upon by Tarion, the project Field Review Consultant (FRC), the vendor, the builder, the future condominium corporation, the future condominium corporation's reserve fund study provider, and the purchasers of homes in the RCCP, only to the extent that the original Client was entitled to rely on the report. Without limiting the terms and conditions set forth herein, the Relying Parties acknowledge and agree to be subject to the limitations and conditions stated in the Report.

The Relying Parties acknowledge:

1. All information received from the Client and third parties in the preparation of the Report has been assumed to be correct and WSP assumes no responsibility for the accuracy, completeness or workmanship of any such information.
2. The information and conclusions contained in the Report apply as it existed at the time of its assessment. Should the site use or conditions change, the information and conclusions in the Report may no longer apply.
3. The Report is time dependent and that no such use or reliance upon said Report shall occur after 12 months from the date of the Report without WSP's prior written authorization.
4. The Report relates solely to the specific Project for which WSP was retained and the stated objective for which the Report was prepared and shall not be used or relied upon by the Relying Parties for any variation or extension of this project, any other project or any other purpose.
5. The Relying Parties agrees that the Report shall not be relied upon for a publicly available financial prospectus purpose.
6. The Report is intended to be used in its entirety. No excerpts may be taken to be representative of the findings in the assessment.
7. The Report may not be reproduced in whole or in part, except as required by the Relying Parties' solicitors or advisors, without the prior written consent of WSP. In any event, the Report shall be provided in its entirety.
8. Articles 1 through 7 shall be at the Relying Parties' own risk and the Relying Party expressly agrees to defend, indemnify and hold harmless WSP from any claim, liability or cost, including legal fees and defense costs, arising or allegedly arising out of any such unauthorized use of or reliance on the Report by the Relying Parties or any person that obtains the Report from or through the Relying Parties.
9. Reliance is not assignable and does not confer any right or benefit upon any third party unless written agreement is made between WSP and the third party. WSP accepts no responsibility for any loss or damage suffered by a third party as a result of decisions made or actions based on the Report.
10. It is understood and agreed by the Relying Parties that WSP provides no warranty, express or implied, of any kind. Without limiting the generality of the foregoing, it is agreed and understood by the Relying Parties that WSP makes no representation or warranty whatsoever as to the sufficiency of the scope of work described in the Report.
11. Notwithstanding anything to the contrary that may be contained in this Report, or arising out of the Report, the Relying Party hereby agrees that the maximum liability of WSP to all parties relying on the Report including the Client in the aggregate, for any and all claims arising out of or related to the Report, under any theory of law, including but not limited to claims for errors, omissions, negligence and/or negligent misrepresentation, shall be strictly limited to WSP's fees paid by the Client.
12. To the fullest extent permitted by law, it is agreed that WSP shall bear no liability whatsoever for any special, incidental, exemplary, indirect

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or consequential damages arising out of the Report or this Reliance Letter, including but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of opportunity or any other consequential damages, howsoever caused.

13. Reliance shall be governed by and construed under the laws of the Province of Ontario and federal laws applicable herein without regard to its conflicts of laws principles.

14. The use of or reliance on the Report by Relying Parties shall constitute the agreement of the Relying Parties to be bound to the foregoing conditions. No further reliance is authorized by this Report, and the Report does not grant the right to rely to other parties.

The use of or reliance on the Report by Relying Parties shall irrevocably be deemed the agreement of the Relying Parties to the foregoing, including, without limitation, as it relates to the fact that all the limitations and conditions contained in the Report or herein shall be fully applicable to the Relying Parties.

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Photos



Photo No. 1: Architectural Rendering - view from southwest corner



Photo No. 2: Architectural Rendering - view from southwest corner

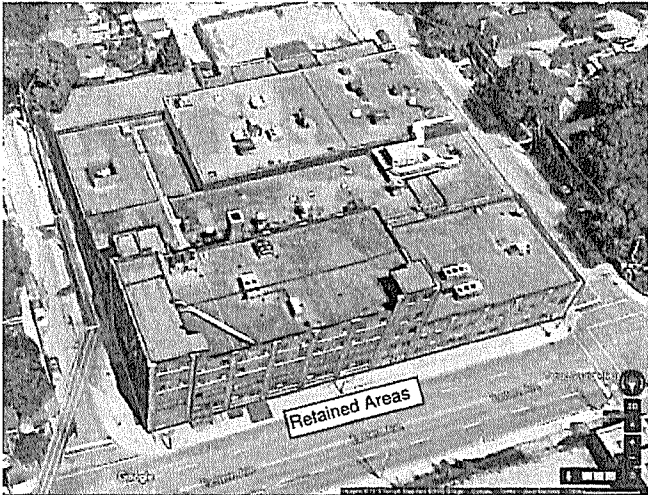


Photo No. 3: Retained areas



Photo No. 4: Overview - 1920 Original Building

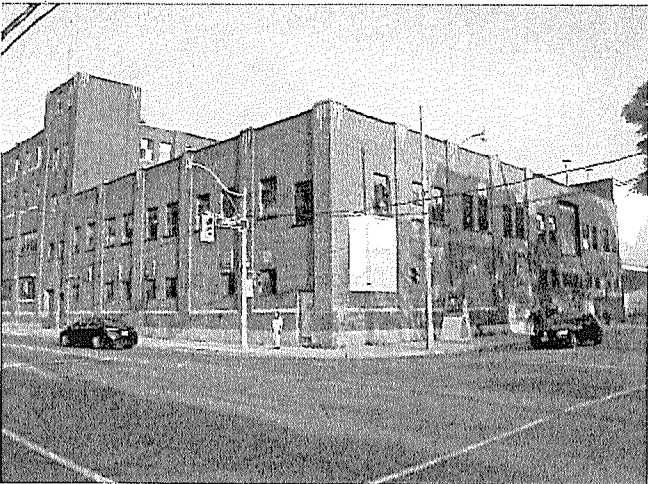


Photo No. 5: Overview - 1929 East Building

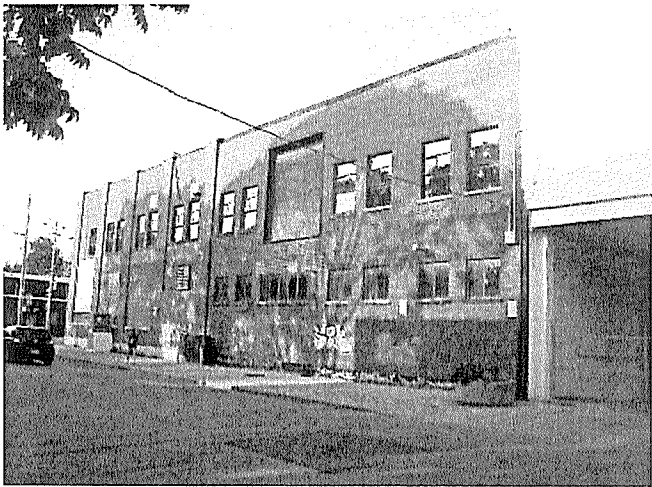


Photo No. 6: Overview - East Elevation



Photo No. 7: Overview - South Elevation



Photo No. 8: Overview - West Elevation

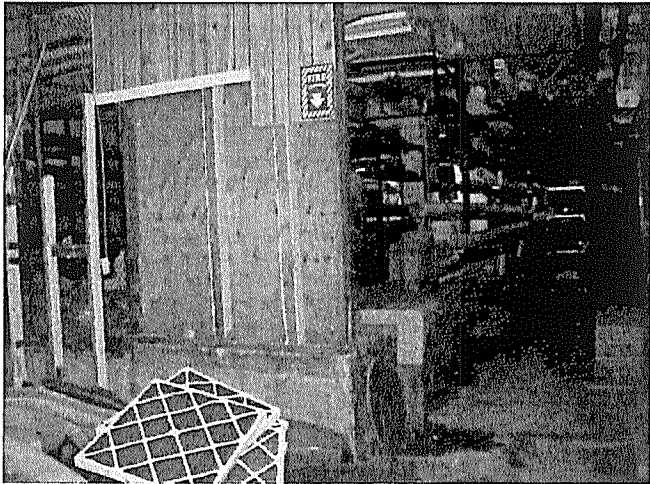


Photo No. 9: Overview - existing basement



Photo No. 10: Overview - existing ground floor (not part of condominium)

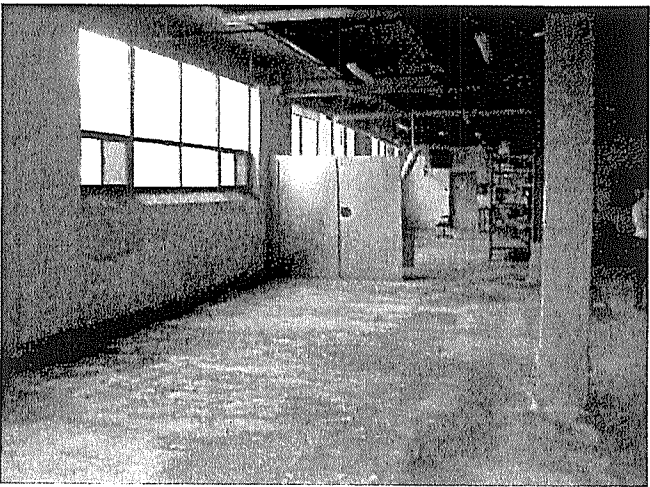


Photo No. 11: Overview - existing 2nd floor



Photo No. 12: Overview - existing 3rd floor (4th floor is similar)



Photo No. 13: Main roof overview

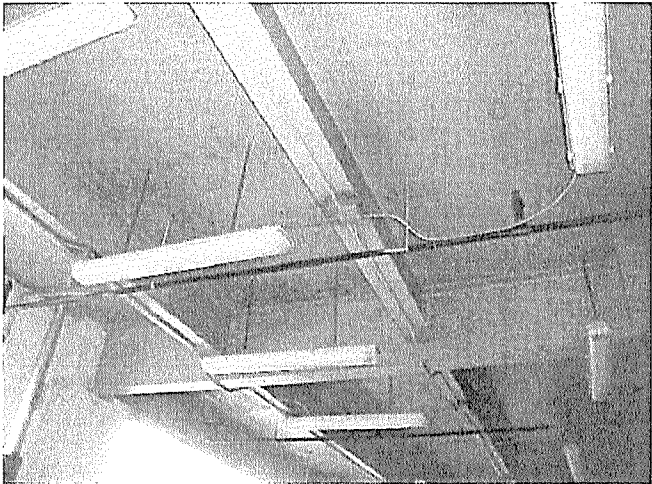


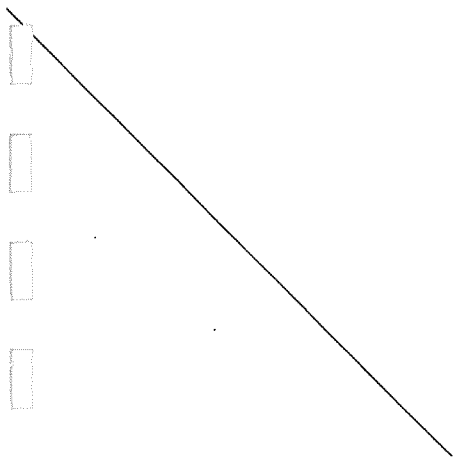
Photo No. 14: Typical superstructure

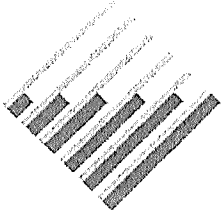
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APPENDIX A

PEO CERTIFICATE





Professional Engineers Ontario

Certificate of Authorization

Standard

WSP Canada Inc.

is hereby granted the authorization to engage in the business of
providing services that are within the practice of

P r o f e s s i o n a l E n g i n e e r i n g

in the Province of Ontario in accordance with the provisions of
the Professional Engineers Act.

Given under the Corporate Seal of the Association at the
City of Toronto this:

22nd day of June, 2016 - #100502350

George R. Comrie, P.Eng.
President

Guarant Filahf, P.Eng.
Registrar

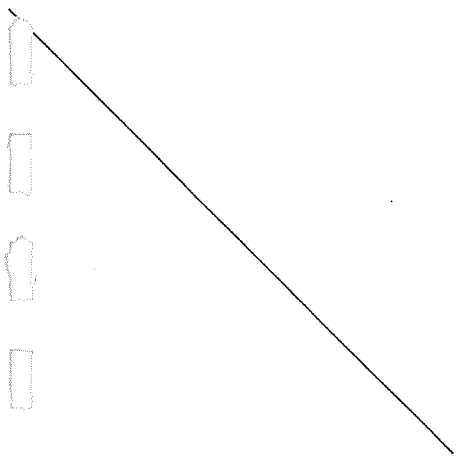
Association of Professional Engineers of Ontario. This certificate is the property of the
Association and must be surrendered on revocation, cancellation, suspension or expiry.

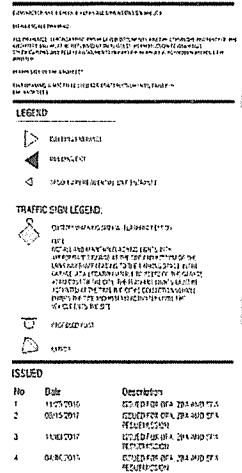




APPENDIX B

**HIGHLIGHTED FLOOR PLANS AND ELEVATIONS, AND
CONDOMINIUM PLAN DRAWINGS**





Diamond Schmitt Architects
374 Adelaide Street West, Suite 308, Toronto, Canada M5H 1S2
Tel: 416-947-8820 Fax: 416-952-5520 info@diamondschmitt.com

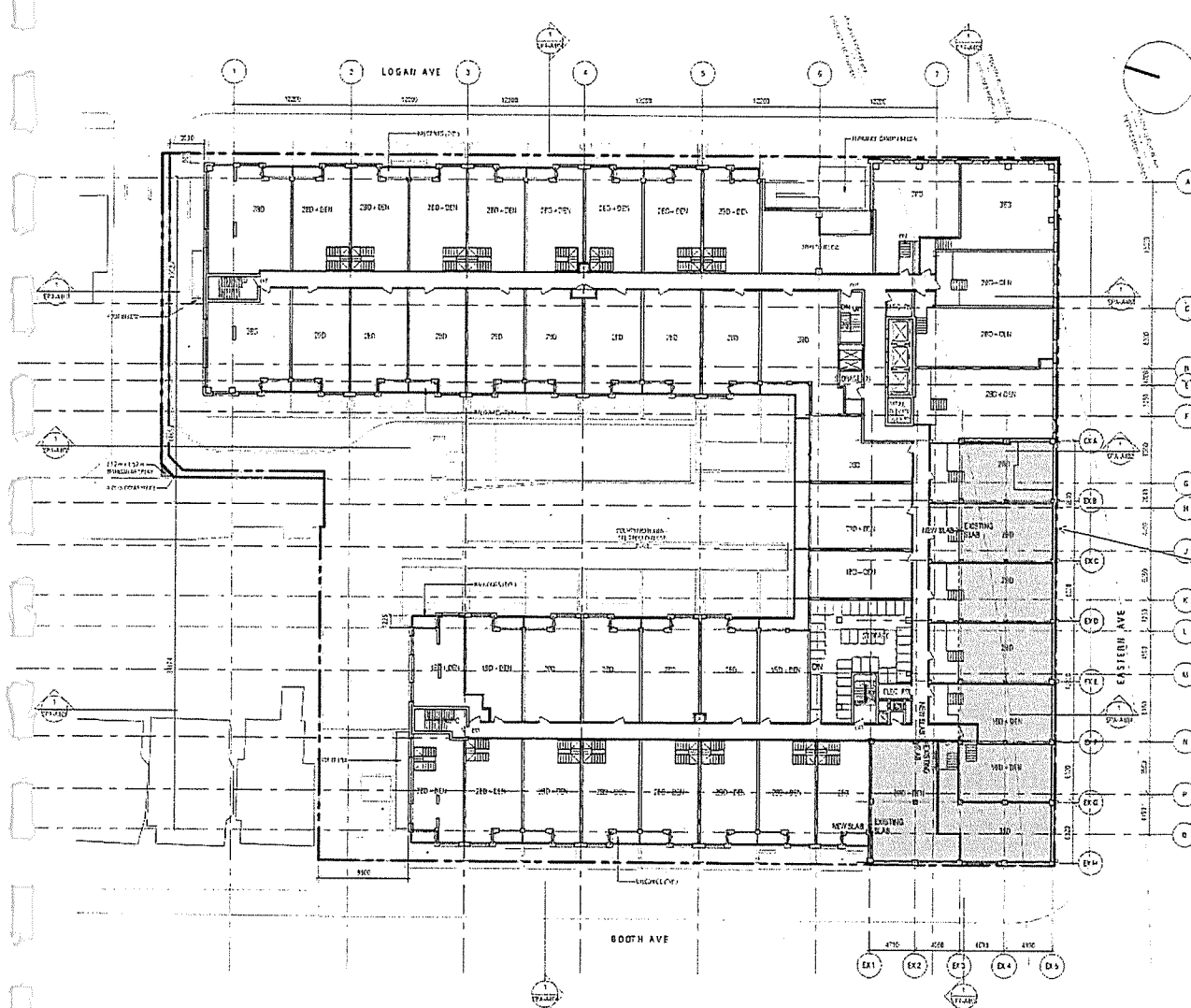
202 EASTERN AVENUE TORONTO, ON

GROUND FLOOR PLAN

GROUND FLOOR PLAN

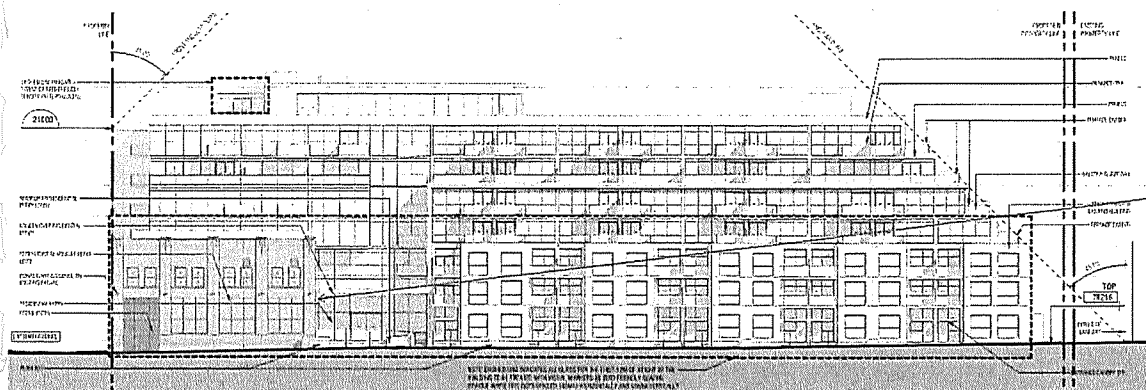
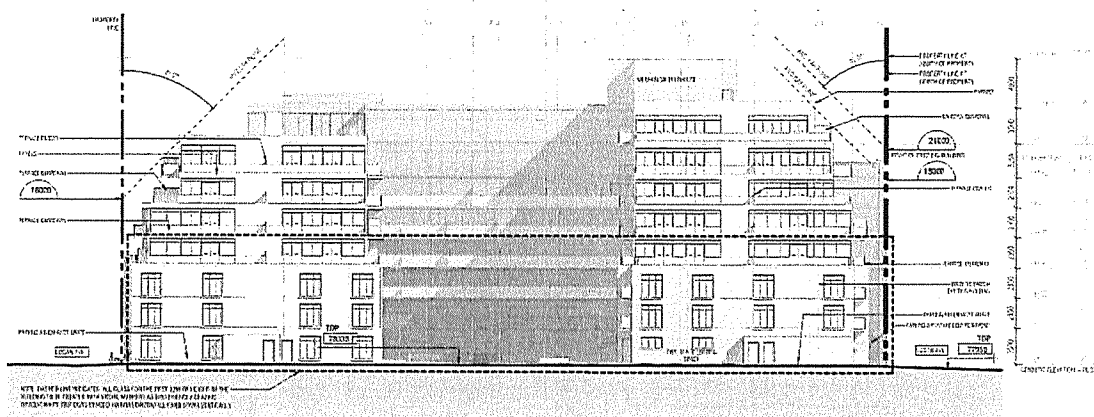
Size	As indicated
Preparation	1813
Date	22/02/2018

SPA-A101



ISSUED		
No	Date	Description
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2	05-15-2007	GOOD FOR CFA 254 AND CFA
3	11-01-2007	GOOD FOR CFA 254 AND CFA
4	04-02-2008	GOOD FOR CFA 254 AND CFA

SPA-A102

[illegible]

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452 EASTERN AVE. TORONTO, ON

NORTH & EAST ELEVATIONS

Case: 1:20-cv-00001
 Document: 1-1
 Date Filed: 04/28/2018

SPA-A302

INDEX OF PARTS

DATE	PERIOD	DESCRIPTION
1	11	RECEIVED FROM THE LAND BANK PROPERTY THE REDEMPTION OF THE DEBENTURE INTEREST AND REPAYMENT OF THE LOAN CAPITAL AND THE INTEREST
2		RECEIVED FROM THE DEBENTURE AND REPAYMENT OF THE DEBENTURE INTEREST
3		RECEIVED FROM DEBENTURE
4		RECEIVED FROM DEBENTURE

TORONTO STANDARD
CONDOMINIUM PLAN No.

LEVEL 1
UNITS 1 TO 33 INCLUSIVE

23. COPIES TO BE MADE _____ DATE OF _____, 2019

SURVEYOR'S CERTIFICATE

[illegible]

DATE: _____

DATA REPORT
- 10 pages last page is 10

OF CHARGES INCURRED AS MASTER

$$-H(\mathbf{z}) \leq \sum_{i=1}^n \lambda_i (z_i - x_i) \leq H(\mathbf{z}) \quad (17)$$

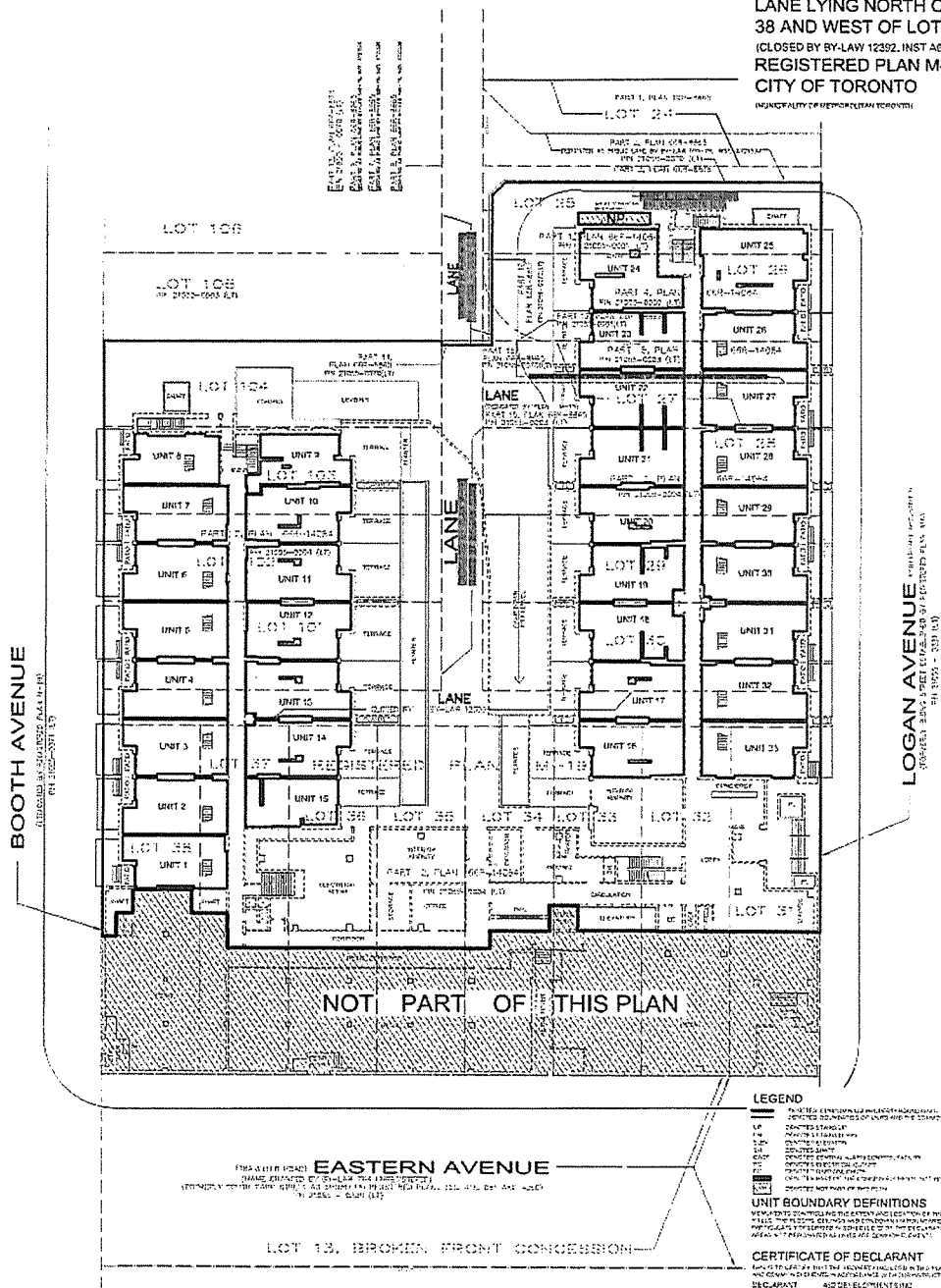
SCHEDULE OF APPROPRIATION AND CURRENT RECEIPTS	
Item	Amount
1. Salaries and Wages	\$1,000,000
2. Travel	\$50,000
3. Printing and Stationery	\$25,000
4. Postage and Freight	\$10,000
5. Telephone	\$5,000
6. Insurance	\$15,000
7. Repairs and Maintenance	\$10,000
8. Miscellaneous	\$5,000
Total	\$1,115,000
1. Gifts	\$10,000
2. Grants	\$50,000
3. Royalties	\$5,000
4. Interest	\$15,000
5. Dividends	\$10,000
6. Other	\$5,000
Total	\$105,000

PLACEMENT TO CLUSTERED PAGE AND WITH THE COMMON IN PAGE SETS				
	PAGE	CLAY	DESCRIPTION	NOTE

1. Name of the person 2. Address 3. City 4. State 5. Zip	6. Date of birth 7. Sex 8. Race 9. Religion 10. Education	11. Marital status 12. Number of children 13. Number of siblings 14. Number of pets	15. Date of entry 16. Date of departure 17. Date of return 18. Date of exit	19. Date of arrival 20. Date of departure 21. Date of return 22. Date of exit
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PLAN OF SURVEY OF

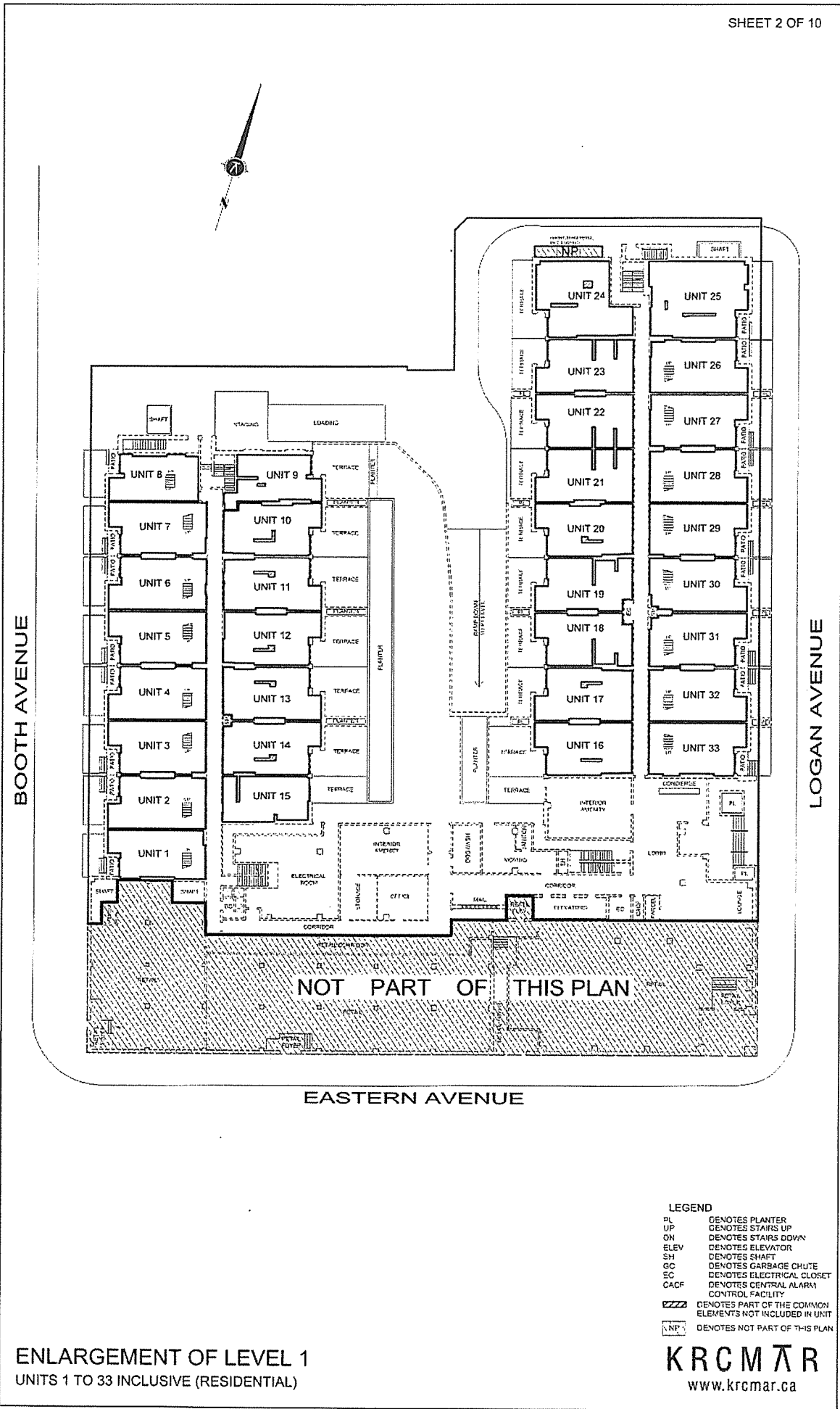
ALL OF LOTS 28 TO 38,
101 TO 104 INCLUSIVE AND PART
OF LOTS 25, 26, 27 AND PART OF
LANE LYING NORTH OF LOTS 31 TO
38 AND WEST OF LOTS 27 TO 30
(CLOSED BY BY-LAW 12392, INST A620115)
REGISTERED PLAN M-19
CITY OF TORONTO
INANCIALITY OF MEMORIAL DAY TORONTO

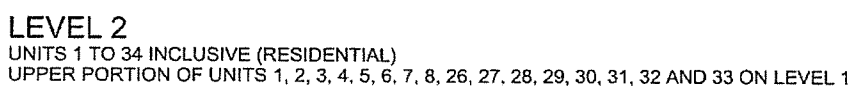


SITE PLAN
UNITS 1 TO 33 INCLUSIVE (RESIDENTIAL)

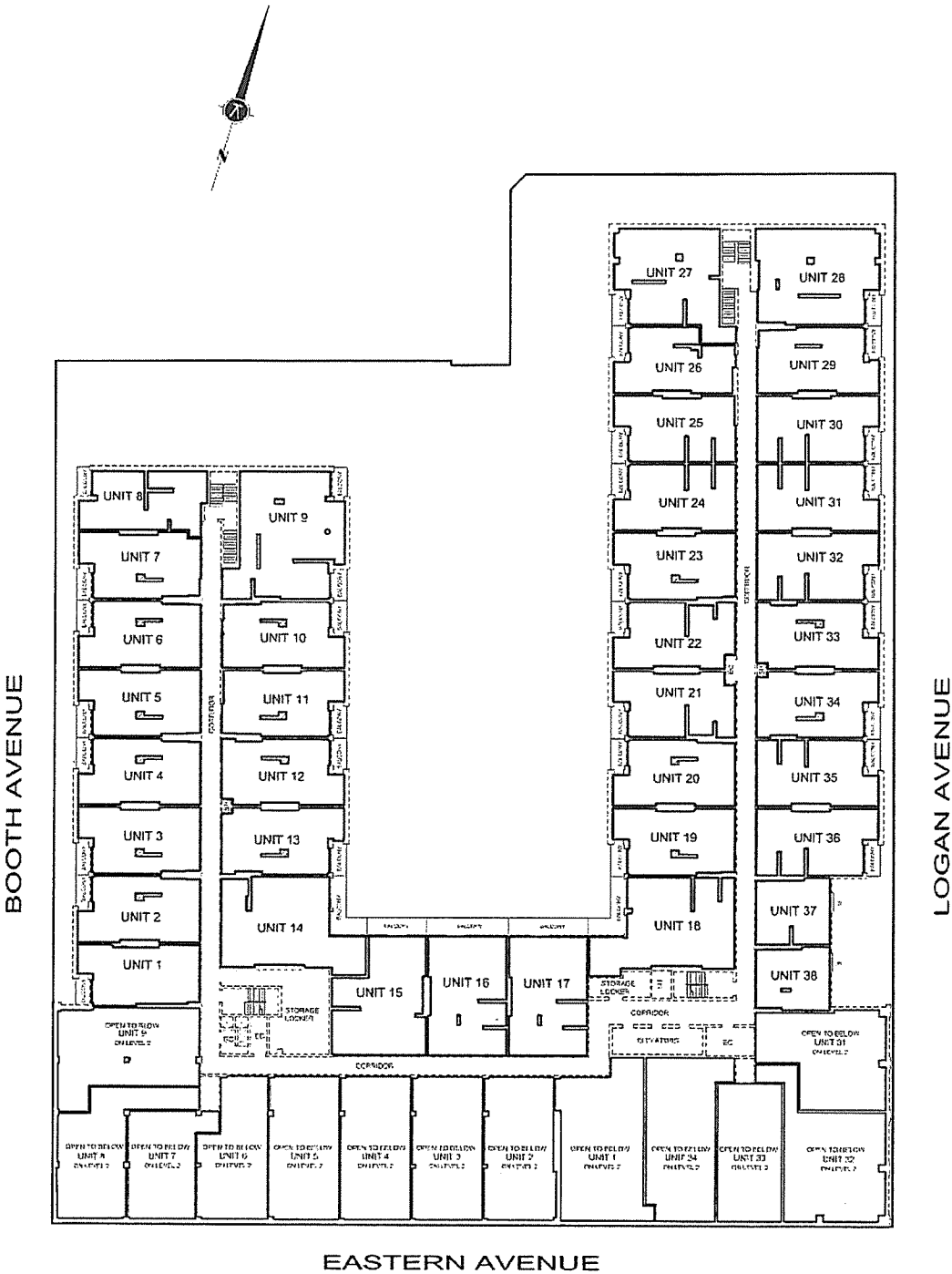
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KRCMTR





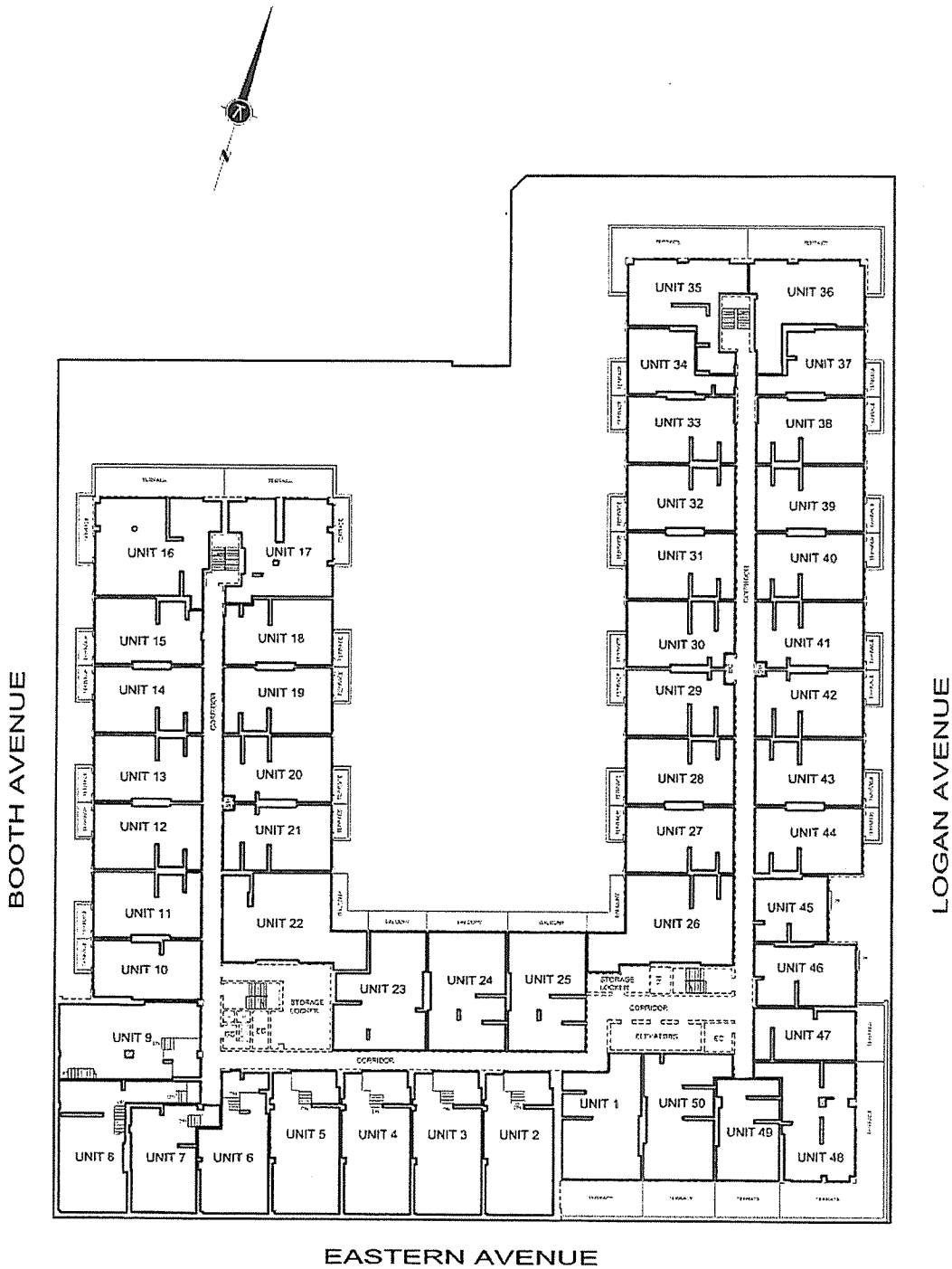
KRCMTR
www.krcmar.ca



LEVEL 3
UNITS 1 TO 38 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 31, 32, 33 AND 34 ON LEVEL 2

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

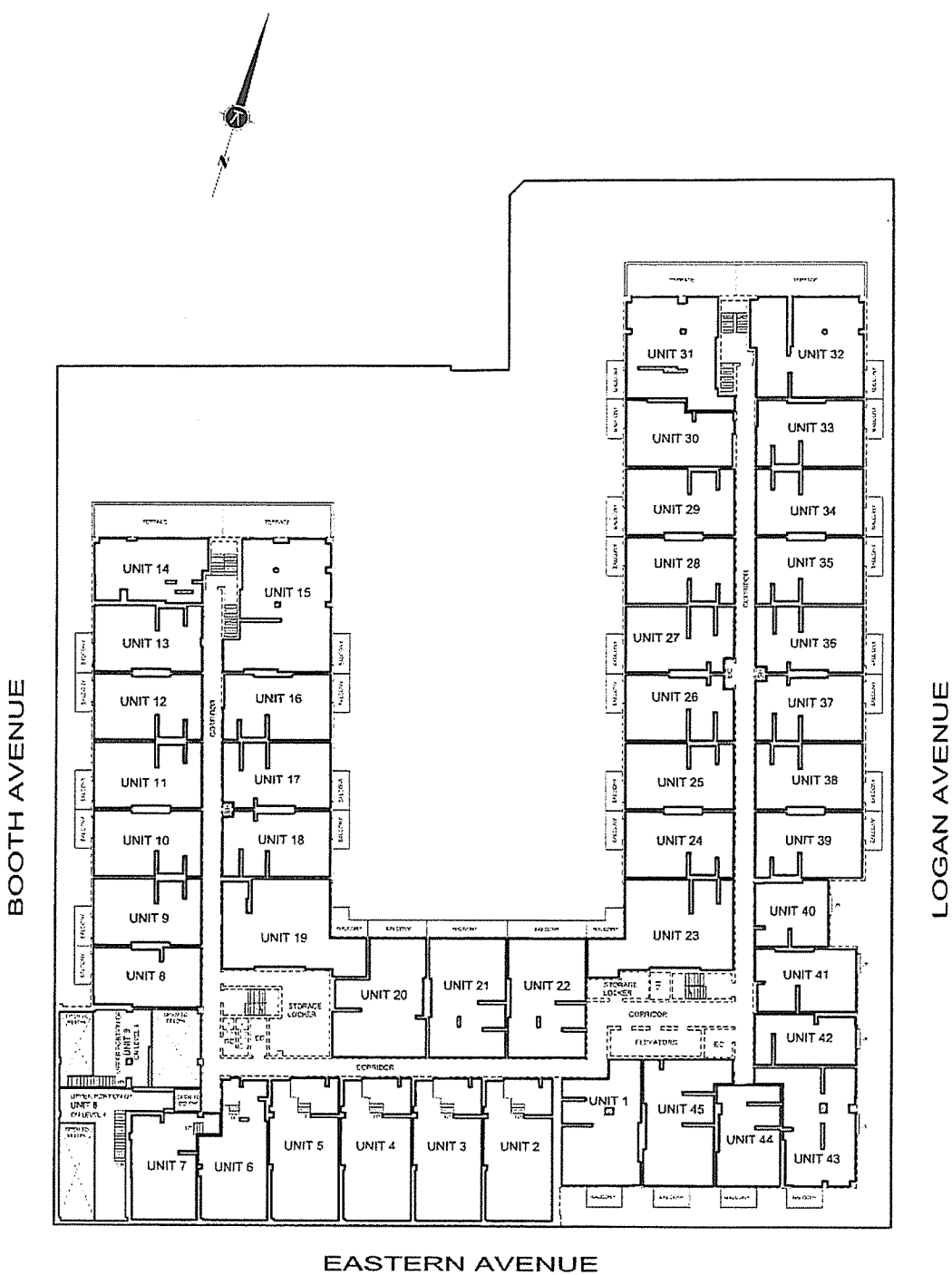
KRCM AR
www.krcmar.ca



LEVEL 4
UNITS 1 TO 50 INCLUSIVE (RESIDENTIAL)

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

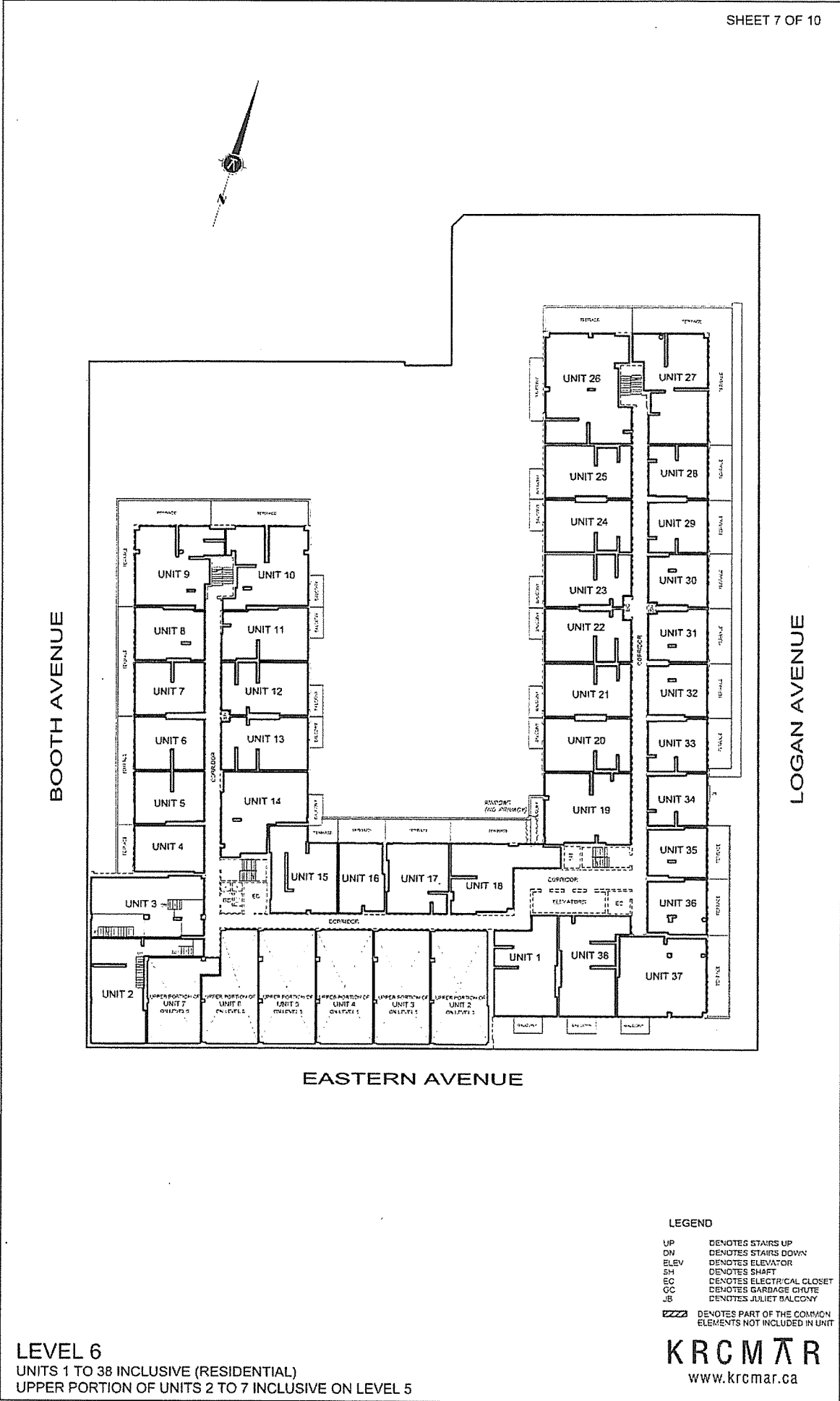
KRCMAR
www.krcmar.ca



LEVEL 5
UNITS 1 TO 45 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 8 AND 9 ON LEVEL 4

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

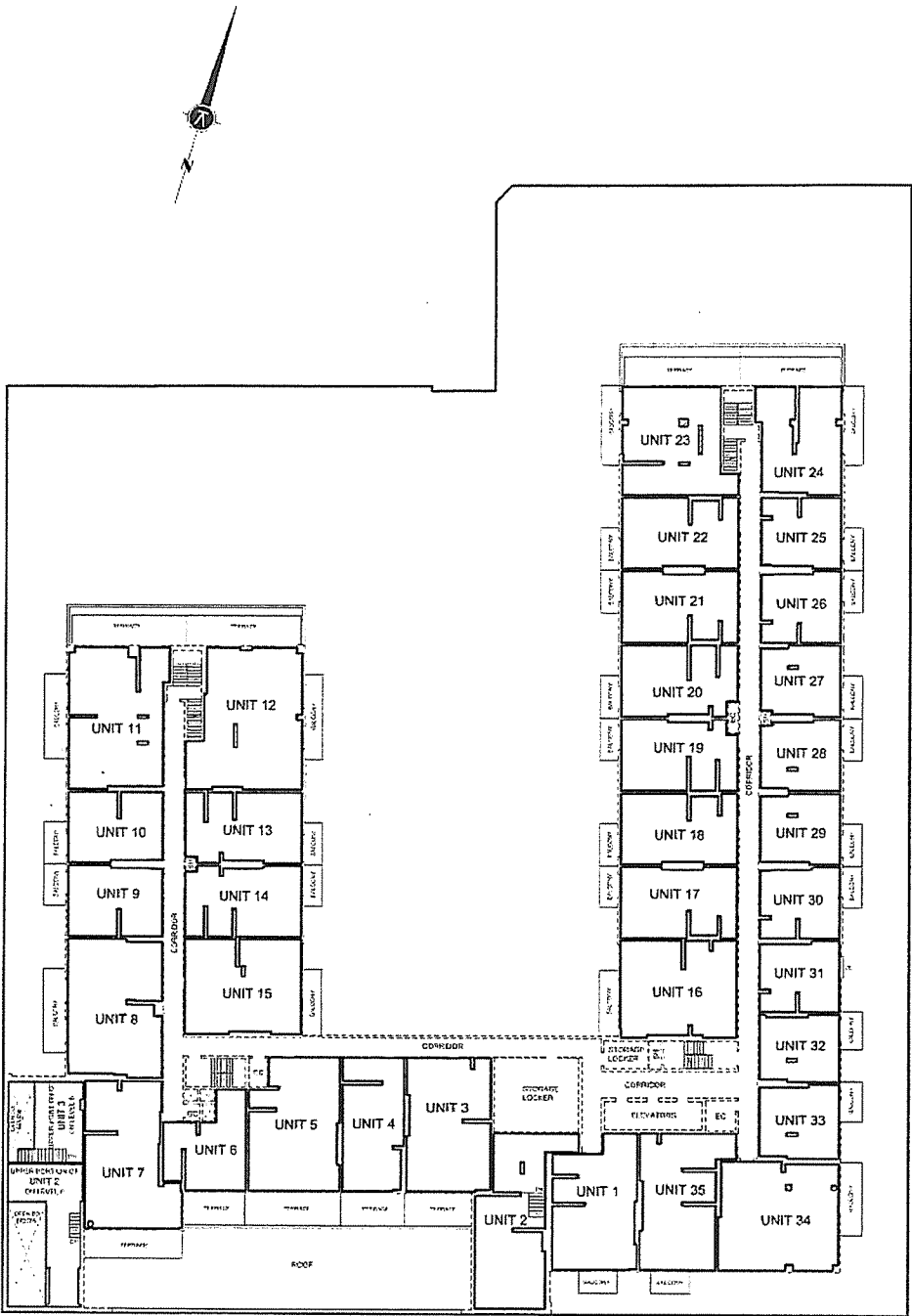
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www.krcmar.ca



BOOTH AVENUE

LOGAN AVENUE

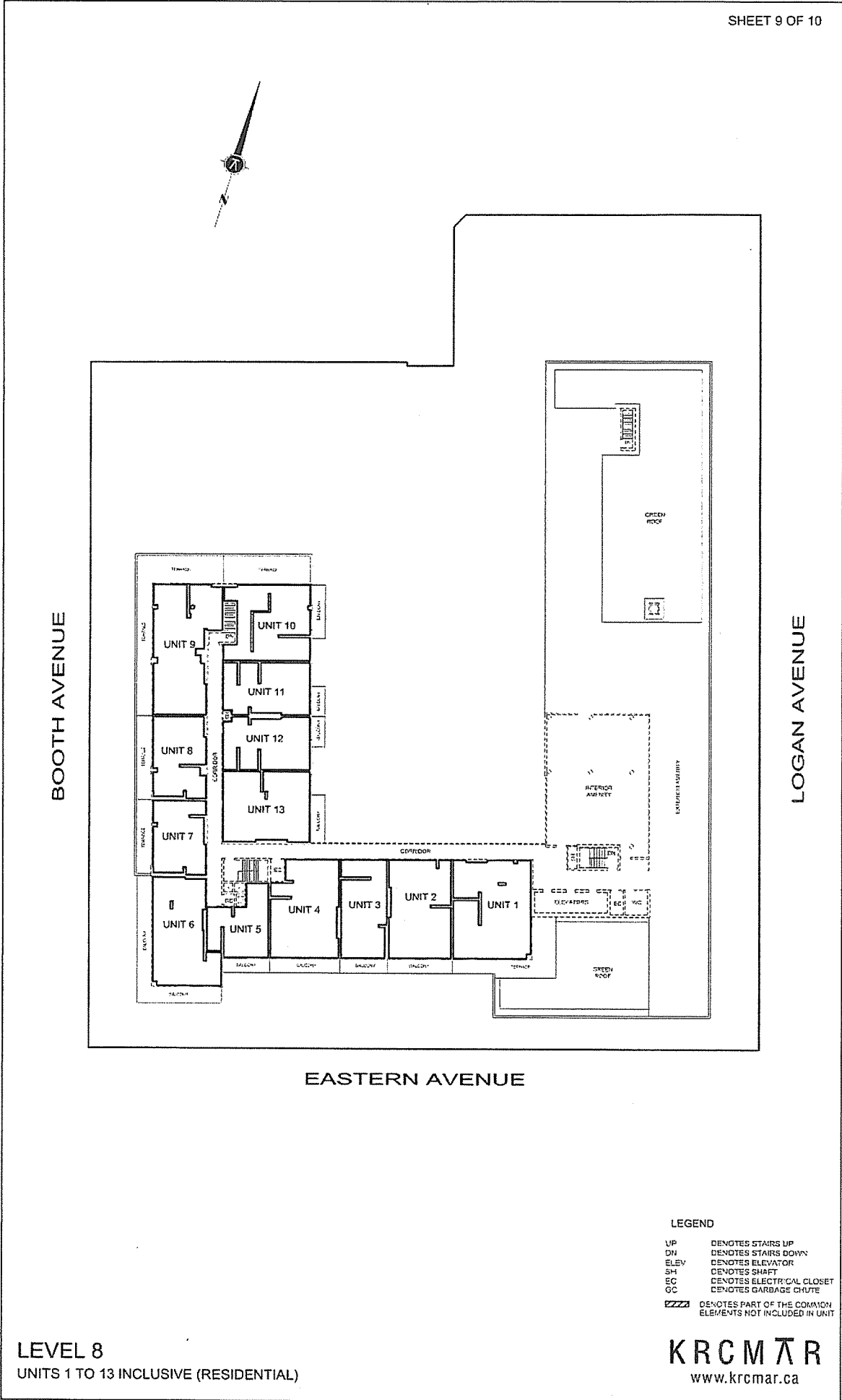
EASTERN AVENUE

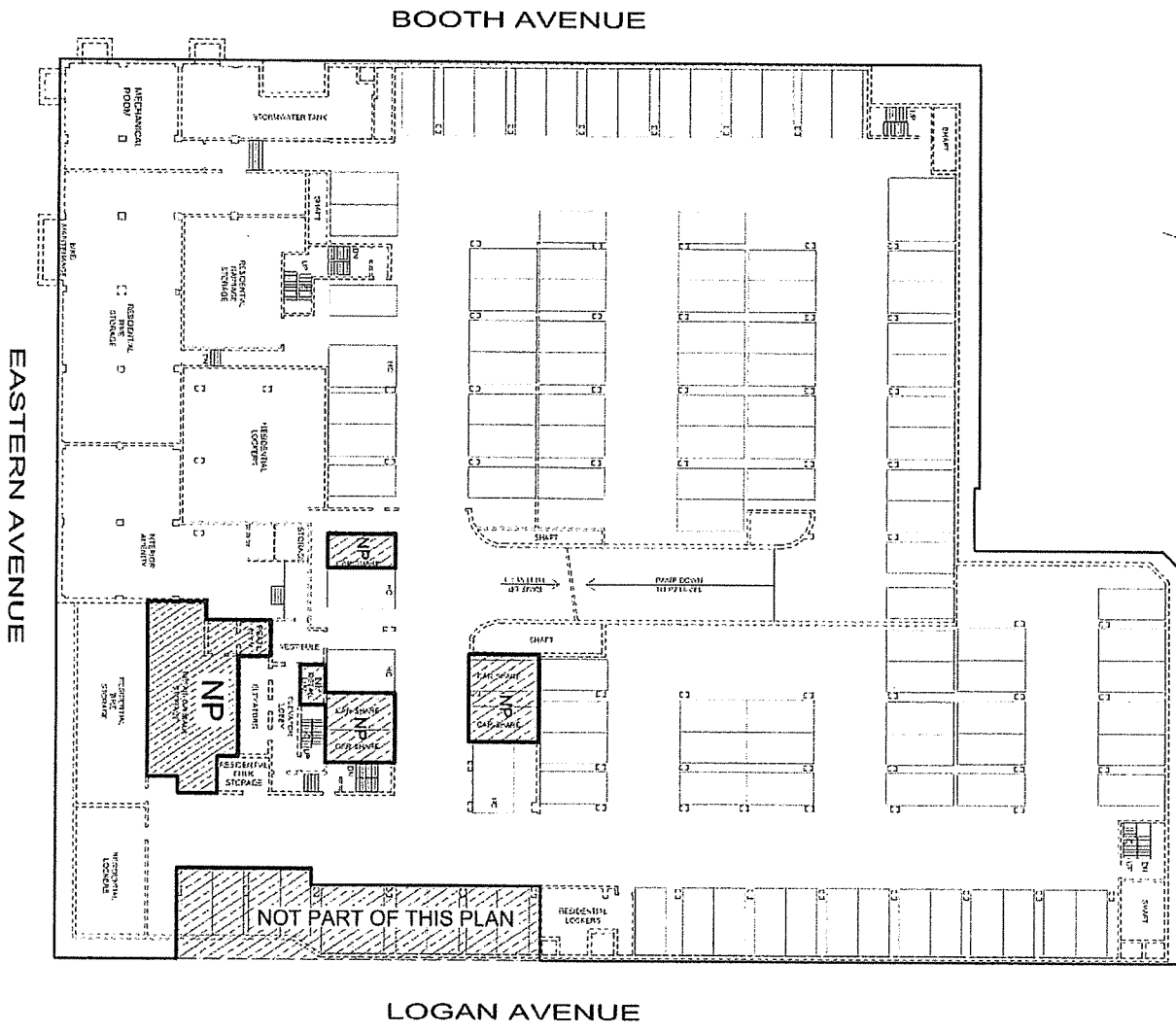


LEVEL 7
UNITS 1 TO 35 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 2 AND 3 ON LEVEL 6

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

KRCM π R
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LEVEL A (P1)
NO UNITS

- LEGEND**
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELV DENOTES ELEVATOR
 - SH DENOTES SHOWER
 - EC DENOTES ELECTRICAL CLOSET
 - HC DENOTES ACCESSIBLE PARKING
 - ZZZ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT
 - NP DENOTES NOT PART OF THIS PLAN

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APPENDIX C

MAINTENANCE SCHEDULE (FROM HERITAGE ARCHITECT)

Recommended
Maintenance Schedule

Item No.	Building Component	Required Action	Routine Inspection Occurrence (yrs)	Average Lifespan of Building Component		
				1-5 yrs	6-14 yrs	15+ yrs
1	Asphalt Shingle	Conduct routine inspections once per year on asphalt shingles, gutters and RWLS Average life span on asphalt shingles is 15 to 18 years on standard 3 tab shingles	1			●
2	Built-up or Modified Roof Membrane	Average life span on exposed membrane 15 to 16 years. Conduct routine inspections every 5 years, at all roofing membranes.	5			●
3	Exterior Painted Surfaces	Average life span 7 to 10 years for vertical painted surfaces. Conduct routine inspections of all painted surfaces; review for flaking, cracks or abrasion/damage	2		●	
4	Exterior Sealant	Acrylic caulks - average life span 5 to 10 yrs. Polyurethane caulks - average lifespan 10 to 15 yrs. After 5 years, review all sealants and repair as required, failed or cracking sealant.	5		●	
5	Exterior Mortar Joints and Masonry	In 5 years, inspect and repair failing mortar joints (inspection can be done from grade). In 10 years inspect more in depth review and repair failed mortar joints and any brick. Inspection should be done up close in boom truck.	5		●	
6	Exterior Masonry	In 2 yrs time after restoration repairs, review if any efflorescence or staining is present. If yes, efflorescence and staining should be removed.	2			●
7	Sheet Metal	Average life span 20 to 40 + years (depends on quality of fastening) In 5 years, review flashing condition and repair loose/damaged fasteners	5			●
8	Wood	In 5 years, review condition of restored wood and repair where damaged See also exterior painted surfaces.	5		●	
9	Glazed Sealed Units	Average life span 20 + years Conduct routine inspection every 5 years; review for cracks, water infiltration or condensation occurring within the sealed unit.	5			●

General Note:

Schedule inspections of all materials noted above in increments of 5 years after initial restoration.

In the first 5 years if no deferred restoration items, repairs may be minor in nature.

In 10 years an in depth review of all materials noted above is required, repairs may be moderate

in 15 years an in depth review is required of all materials noted above. Repairs may be major in nature, such as asphalt shingles, re-painting etc.

SCHEDULE VII
Proposed Rules

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

RULES OF THE CORPORATION

The following rules shall be observed by the owners, and the term "Owner" shall include the owner of any unit and any other person(s) occupying the unit with the owner's approval, including, without limitation, members of the owner's family, his tenants and their respective invitees or licensees:

- (1) The mechanical closets and other mechanical apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, storage, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
- (2) No Owner shall do or permit anything to be done in his unit or bring or keep anything therein which will in any way obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (3) No utilities, including, without limitation, water shall not be left running unless in actual use.
- (4) The Owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse, or garbage, except as designated by the Corporation for garbage collection.
- (5) Nothing shall be thrown out of the windows, doors, balconies or terraces of any unit or of the building.
- (6) Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- (7) No stores of any combustible or offensive goods, provisions or material shall be kept in any unit, the balconies, terraces or on the common elements.
- (8) No noise, caused by any instrument or other device, or otherwise, which may be calculated to disturb the comfort of the other Owners shall be permitted.
- (9) No room, wall and/or window air-conditioning unit shall be placed upon the common elements by any Owner, unless the location has been approved in writing, by the Board.
- (10) The sidewalks, entry, passageways, walkways and driveways used in common by the Owners shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to and from their respective units.
- (11) No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window or door or those parts of the common elements over which the Owners have exclusive use. No hanging or drying of clothes is allowed on the common elements and the common elements shall not be used for storage.
- (12) No motor vehicle other than a registered private passenger automobile, station wagon, family van, and/or motorcycle, with a valid licence, insurance and in proper repair shall be parked on the common elements, and no motor vehicle shall be driven on any part of the common elements other than a driveway or parking space.
- (13) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements except as permitted by these rules.
- (14) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

- (15) No portion of any unit required by the declaration, the by-laws or the Act to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation, or except as the Corporation may direct.
- (16) No auction or garage sale shall be held in the units or on the common elements, save and except the Retail Unit which shall not be subject to this Rule.
- (17) Unit Owners and their families, guests, visitors, servants and agents shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (18) All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed with respect to the use of the Units.
- (19) No animal, livestock or fowl of any kind other than those pets usually considered to be a pet shall be kept or allowed in any unit. No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any unit. Such owner or tenant shall within two weeks of receipt of written notice from the Board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit, and no breeding of animals for sale shall be carried on, in or around any unit.
- (20) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his unit or common elements.
- (21) No resident may smoke cigarettes, tobacco or other smoke creating products anywhere on the common elements, including without limitation, corridors, stairwells, lobbies, elevators, balconies, or recreational areas.
- (22) No resident (the "source resident") may smoke tobacco or smoke or use other smoke producing products or burn incense in a residential unit if the circumstances set out below are established:
 - a. Another resident has made a complaint of smoke infiltration nuisance which is verified by the Corporation acting reasonably; the source of the smoke is reasonably determined to be the source residents' unit; and the source resident is unable to remedy the smoke exfiltration from his/her unit immediately; and
 - b. If a second or subsequent verified complaint of smoke infiltration from the same source is made; or
 - c. Another resident has made a complaint of smoking material discarded from the source resident's unit landing on his/her balcony or terrace which is verified by the Corporation acting reasonably;

Complaints of smoke infiltration nuisance or other breach of this rule shall be made immediately to the security, concierge and/or property management staff so that the nuisance and its source can be verified. The complaining resident shall permit such Corporation staff to enter his/her unit to verify the complaint. The complaint shall also be confirmed by the resident to the Corporation in writing detailing the date, time, place, nature of nuisance, and describing any specific health issue or concern.

- (23) No resident shall dispose of any smoking materials out of any unit window or off any balcony.
- (24) No one shall change any lock or locks in a unit or place any additional lock on any door in or to any unit without first obtaining the prior written approval of the Board and, if such approval is given, without first providing a key for such changes or additional lock or locks to the Corporation.

- (25) Prior to leaving the unit for any extended period of time, each resident shall arrange to stop delivery of newspapers and any other deliveries and inform the manager that the resident is on vacation or away from the unit for an extended period of time and that all such deliveries have been suspended. Newspapers and other items delivered to a unit and not picked up after reasonable time may be removed by the manager.
- (26) If guests are given permission to occupy a unit during a resident's absence, the manager shall be notified in writing of the names of such guests, and dates of occupancy.
- (27) Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of units set forth in the Declaration. If an Owner fails to obtain the application, statement and covenant from his tenant as required pursuant to the Declaration, or fails to ensure his own compliance and that of his tenants with the requirements of the Condominium Act, 1998, the Declaration and the Rules, any person or persons intending to reside in the unit and common elements shall be considered to be an unauthorized person and entry to the buildings or any part of the common elements may be expressly denied by the manager until such person(s) and the Owner have fully complied with the Act, the Declaration and the Rules.
- (28) Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules in force from time to time, by any Owner, his family, guests, servants, agents or occupants of his unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

SCHEDULE VIII
Management Agreement

MANAGEMENT AGREEMENT

THIS AGREEMENT made this day of , 20

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.
(hereinafter referred to as 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, 1998, S.O. 1998, c. 19 and regulations made thereunder, as amended from time to time (hereinafter referred to as the "Act");

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 462 Eastern Avenue, Toronto, 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:

1. NOMENCLATURE

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 Act, and/or in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this Agreement specifies otherwise, or unless the context requires otherwise.

2. APPOINTMENT OF MANAGER

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 Corporation ("Commencement Date"), and continuing thereafter unless and until this Agreement has been terminated by either party hereto in accordance with the provisions hereinafter set forth. Upon and subject to the terms and conditions of this Agreement, 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 carrying out the duties of the Manager as hereinafter set out, and to enter into such contracts and agreements in the name of the Corporation, and not in the personal capacity of the Manager, as may be necessary or ancillary to the performance of such duties.

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").

The Manager represents, warrants and agrees, that:

- i. It has the corporate power and authority to enter into this Agreement and perform its obligations hereunder;
- ii. It has the necessary experience and qualifications to perform the services required pursuant to this Agreement;
- iii. It is in compliance with and has paid, and will continue to pay, all assessments and other amounts owing pursuant to the Workplace Safety and Insurance Act (Ontario) and shall, upon request, from time to time, furnish the Corporation with a Workplace Safety and Insurance Board Certificate of Clearance as evidence of such compliance.

3. **ON-SITE PERSONNEL DEPLOYMENT**

The Manager hereby agrees to provide the Corporation with the services of a full-time (9:00 a.m. to 5:00 p.m., Monday to Friday), on-site, Condominium Manager, with the exception of statutory holidays.

It is understood and agreed that the aforementioned on-site personnel will also be responsible to look after the Shared Facilities. It is further understood and agreed that the on-site personnel deployment is subject to change at any time upon mutual, written consent of the parties and the management fee in such case shall be adjusted accordingly as agreed by the parties.

4. **CONDOMINIUM DOCUMENTATION**

The Manager represents and warrants that it is familiar with the Act and the regulations thereunder and 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.

5. **ROLE OF MANAGEMENT**

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 or as otherwise agreed to by the Manager.

6. **SPECIFIC DUTIES OF THE MANAGER**

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 Act, 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 the By-Laws);
- (e) **Corporation Funds**

- (i) 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, subject to the direction of the Board, and shall be used to:
 - a) make payments of all accounts properly incurred by or on behalf of the Corporation;
 - b) arrange and pay for insurance in accordance with the provisions of the Act, the Declaration and the By-laws, in the amounts directed by the Board;
 - c) prepare cheques in payment of all accounts properly incurred by or on behalf of the Corporation, such cheques are to be signed by an authorized Director of the Corporation, as per the Banking Resolution approved by the Board of Directors; the cheques presented for signing are to be accompanied by properly approved invoices, purchase orders, delivery receipts or such other evidence as the Board may require from time to time. If the Manager fails to pay any properly incurred bills by its due date and making the payment on time was under the control of the Manager, and such late payment results a financial penalty or interest charge to the Corporation, the Manager shall be directly responsible to reimburse the Corporation for the amount of any such penalty or interest charge.

(f) **Maintenance and Repairs**

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 the portion of the units in the Corporation as may be required to be maintained by the Corporation pursuant to the Declaration, 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 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 by the Corporation 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.

Notwithstanding any other provision of this Agreement, the Manager is given no authority or responsibility for maintaining or repairing the units, the responsibility for which rests solely with the owners individually, save and except in those circumstances where the Corporation has an obligation to maintain or repair the units after damage, whether in accordance with the Act, the Declaration or the By-laws or otherwise, or where the Corporation, as a result of a policy decision by the Board, decides to maintain some portion of the units on behalf of the individual owners.

(g) **Reserve Fund/Investments**

Deposit to the credit of the Corporation in a separate trust account in the name of the Corporation, for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget for the establishment of the reserve fund, and to ensure that such monies are invested in eligible securities prescribed by the Act in accordance with an investment plan developed in conjunction with the Board pursuant to Sections 115(6),(7), and (8) of the Act, and further, ensure that such monies are not used by the Manager in the payment of operating expenses from the general operating account.

(h) **Financial Reporting**

Prepare financial statements in the form prescribed by the Act and the regulations thereunder and in accordance with generally accepted accounting principles for all financial transactions involved in the management of the Property and render to the Board, between the fifteenth and twentieth day of the month following, monthly statements of income and expenditures with respect thereto and any other financial information as may be required by the Board on a monthly basis, and keep such financial statements open for inspection by the Board at all reasonable times. Without limiting the generality of the foregoing, the financial statements to be prepared, maintained and rendered to the Corporation by the Manager shall include, without limitation:

- (i) a balance sheet;
- (ii) a statement of general operations;
- (iii) a statement of changes in financial position;
- (iv) a statement of reserve fund operations setting out the amounts that are sufficient to comply with the requirements of the reserve fund plan established pursuant to Section 93 of the Act;
- (v) prescribed information relating to the reserve fund study and the operation of the reserve fund;
- (vi) particulars of significant variations from the budget;
- (vii) the particulars of the accounts receivable and accounts payable;
- (viii) bank reconciliation statements; and
- (ix) other financial information, which the Board or the auditor of the Corporation may reasonably require.

(i) **Collections**

The Manager shall notify the Board of any default in a unit owner's obligation to contribute to the common expenses of the Corporation in accordance with Section 84 of the Act and, upon the Board's instructions, require the Corporation's solicitors to cause Certificates of Lien to be registered against the defaulting unit owner's unit and appurtenant common elements within the time prescribed by the Act. Failure of the Manager to notify the Board of such default, or failure to so instruct the Corporation's solicitors to cause such Certificates of Lien to be registered within the time prescribed by the Act, following the Board's instructions, shall constitute negligence, and the Manager shall be liable for any loss of any common expenses and costs incurred by the Corporation to collect same that is attributable to the failure of the Manager to enforce a unit owner's obligation to pay common expenses.

(j) **Services for the Corporation**

Arrange for the supply of electricity, gas, water, telephone and other services for the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Corporation and endeavor to comply with the enforcement of any regulation and requirement of which the Manager is notified by the Health, Police and Fire Department, and any other municipal, provincial or federal authorities in the jurisdiction which affects the Property. Without limiting the generality of the foregoing, such services shall include (where applicable to the Property) removal of litter and disposal of waste, snow and ice removal, landscaping and ground maintenance, keeping of electrical wiring circuits and lighting fixtures in the common elements in good working order and providing the necessary light bulbs, exterior painting, alterations and any supervision which is necessary in connection with the swimming pool or other recreational area or any other services necessary to keep the common elements in a neat, tidy and functional condition.

(k) **Contracted Services**

Keep written records of work performed by tradesmen and service persons and ensure that this work is adequately verified, timed, and authorized, and that all invoices are accompanied by proper work orders or delivery slips and purchase orders before payment will be authorized by the Board. Furthermore, ensure that contracts and agreements between the Corporation and any supplier or service personnel are performed in accordance with their terms and inform the Board in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, take advantage of all trade discounts by prompt payment of trade invoices, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager obtains from the supplier, and endeavor to ensure that no claim or lien is registered in respect of any work which may be carried out on behalf of the Corporation against the title to the Property (except when the lien is registered as a result of the Board refusing or neglecting to pay for such work) and if a claim or lien is registered in respect of such work, forthwith take all necessary steps to have same discharged.

(l) **Corporation Records**

- i. Prepare and keep the owners' and mortgagees' registers current and prepare and maintain adequate corporate records, as required by the Act.
- ii. On behalf of the Corporation, maintain proper payroll records and perform whatever acts are required of the Corporation as an employer of on-site personnel in respect of employment insurance contributions and deductions, Canada Pension Plan contributions and payments, the Income Tax Act of Canada and any other employee and employer contribution payments required under any social, labour or tax legislation in force from time to time, and in connection therewith the Corporation agrees, upon request, to execute and promptly deliver to the Manager all necessary consents, notices of appointment and like approvals or directions.
- iii. Make available upon reasonable notice, at reasonable times to the Corporation, its auditors, its owners and designated representatives, all books and records pertaining to the operation of the Property and the business of the Corporation whenever requested, subject to the provisions of any applicable federal or provincial privacy legislation and any Privacy Policy adopted by the Board and in effect from time to time.

(m) **Preventative Maintenance**

Direct and supervise persons employed for the operation and maintenance and repair of any heating, ventilating, air-conditioning, and other equipment which the Corporation desires or is obligated to operate and maintain and to arrange for any technical instructions of the persons employed at the property which may be required for the proper operation and maintenance of such equipment; make frequent and regular inspections of the Property to determine what actions, if

any, are advisable or necessary to preserve or improve the appearance, safety or structural integrity of the Property; arrange to have experienced mechanical engineers and other experienced persons attend at the Property as necessary and as approved by the Board to inspect the Property and the assets of the Corporation in accordance with a preventative maintenance program prepared by the Manager for all equipment and the structure of the Premises.

The Manager shall prepare a preventative maintenance program for each major piece of equipment on the Corporation's property and the structure of the building(s); make the program available for inspection by the Board or its representative at all reasonable times, maintain with respect to each major piece of equipment and the structure(s) a log book recording maintenance, repairs and related costs; and safeguard all working drawings, as built blueprints, maintenance and operation manuals for mechanical and electrical systems on the property that have been delivered to the Manager.

(n) **Corporation's Insurance**

Obtain for submission to the Board quotations for all insurance policies of the corporation due to expire, ensure that the policies of insurance are properly placed without lapse in coverage, and arrange for any appraisal in connection therewith when requested to do so.

(o) **Insurance Claims**

Take prompt action to deal with occurrences of personal injury, including death, or property damage which the Manager is made aware, and monitor and report to the Board developments in the processing of insurance or other claims by or against the Corporation, and use best efforts to ensure that the rights of the Corporation in respect of such claim(s) are protected.

(p) **Management Report**

Present to the Board, at least two days prior to the meeting, at each regularly scheduled Board meeting a written Managers' Report, which shall serve as a formal form of communication from the Manager to the Board, and which shall reflect, without limitation, the directives of the Board to the Manager and the actions taken by the Manager with respect to those directives.

(q) **Dealing with Complaints**

Promptly and courteously deal with reasonable requests or complaints by the Board, any owner or resident relating to the management of the Property or the duties or obligations of the Manager. Complaints relating to the common elements shall be attended to by the Manager in as prompt and diligent a manner as possible.

(r) **PIPEDA**

The Manager represents and warrants to the Corporation that it will fully comply with its obligations under all applicable privacy laws including the Personal Information Protection and Electronic Documents Act (Canada), with respect to the collection, use and disclosure of personal information relating to the owners and residents of the Corporation. The Manager will monitor implementation of the Corporation's privacy policy and work with the Board of Directors to develop practices and procedures with respect to the collection, use and disclosure of personal information and use best efforts to ensure that the Corporation obtains confidentiality covenants from all third party service providers with respect to personal information obtained about owners and residents of the Corporation.

(s) **AODA**

The Manager covenants to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* ("AODA") and shall ensure that all of its employees have received training with respect to the customer service standard under AODA.

(t) **Notices**

Provide to the persons entitled thereto all notices that the Corporation is required by the Act, the Declaration and the By-laws to deliver.

Deliver such notices and other information to unit owners as may be directed by the Board or as are required under the Act, the Declaration and/or the By-laws in connection with the holding of meetings by unit owners.

7. **SPENDING AUTHORITY OF THE MANAGER**

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, and/or which exceeds Two Thousand Dollars (\$2,000.00) without specific authority from the Board. The Manager shall make no expenditure in excess of Two Thousand Dollars (\$2,000.00) without first submitting to the Board for approval three written tenders and 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. In such circumstances, the Manager shall notify the Board of Directors as soon as possible with regard to the emergency and the measures taken.

8. **EMERGENCY REPAIRS**

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, irrespective of the cost limitation, without the approval of the Board, and without the necessity of obtaining three written tenders, 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 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, except in the case of fraud, willful misconduct or gross negligence on the part of the Manager.

9. **ANNUAL BUDGET PREPARATION**

- a) At least two months 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.

- b) The Manager shall receive from the Board or, with the Board's approval, arrange to develop an investment plan, and the Manager shall subsequently monitor such plan 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.

10. **INFORMATION AND EMERGENCY SITUATIONS**

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, as determined by the Manager or the Board, the Manager is hereby directed and authorized to take immediate steps for the protection and preservation of the Property.

11. **MANAGER'S COMPENSATION**

- a) The Corporation hereby covenants and agrees to pay to the Manager, in advance, for its managerial services performed hereunder during the first year of the term of this Agreement, a management fee of \$9,680 per month and a management fee of \$600 per month for managing the Shared Facilities, for which this corporation will pay its proportionate share. All such payments to the Manager shall be made by way of a pre-authorized payment plan, 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 and third years of the term of this Agreement, on the anniversary date of the Agreement, the aforesaid management fee shall be increased by an amount equivalent to the then prevailing Consumer Price Index as published by Statistics Canada.
- b) It is further understood and agreed that the foregoing remuneration of the Manager **excludes**:
 - i) all applicable taxes [for example, and without limitation, any federal goods and services tax ("G.S.T.") or harmonized sales tax ("H.S.T.")], 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 #846728947 RT0001; and
 - ii) 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.

12. **STATUS CERTIFICATES**

- 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.

- 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.
- c) The Manager shall prepare status certificates as prescribed by the Act, and issue status certificates within the time prescribed by the Act. The Manager shall be liable for and shall indemnify, save harmless and defend the Corporation and its directors, officers, owners, agents, employees and representatives from and against all actions, proceedings, suits, claims, demands, losses, damages, penalties, liability, costs and expenses, including legal fees and other related costs and expenses in connection therewith, attributable to, related to or arising out of, the Manager's failure to issue any status certificate within the time prescribed by the Act, and for any omissions or inaccuracies in the information contained in any status certificate (except where the Manager relies on information provided to it by the Board); this provision shall survive the expiration or termination of this Agreement.

Notice of Lien

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 reasonable and competitive cost, including any taxes that are now (or may become) applicable, and which cost shall be borne by the delinquent unit owner(s) to whom any such form is delivered.

13. OFFICE ACCOMODATION/PARKING

The Corporation also agrees to provide without charge, for the use of the Manager and its on-site staff:

- a) such office accommodation and related equipment as the on-site staff may reasonably require in order to facilitate the performance of its on-site management duties; and
- b) to the extent available, 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 on-site staff to attend at the Property to carry out and perform the Manager's management functions herein set forth.

14. COMPREHENSIVE LIABILITY INSURANCE

The Corporation shall arrange for (or alternatively hereby authorizes the Manager to arrange for) comprehensive liability insurance on the condominium property in such other amounts as the Board shall determine from time to time. 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.

The Manager shall, at all times during the term of this Agreement, at its own expense, obtain and maintain in full force and effect, comprehensive liability insurance, including personal injury and damage to property, errors and omissions insurance, and a fidelity bond or insurance covering theft and other crimes

by any of its agents, employees or representatives, in amounts equal to or greater than Two Million Dollars (\$2,000,000.00).

When requested, the Manager shall provide the Corporation with proof of such insurance. The Manager acknowledges and agrees that the minimum requirements provided by these insurance policies will not be amended or cancelled without at least sixty (60) days prior written notice of such amendments or cancellations being given to the Corporation.

15. PLANS/DRAWINGS/SPECIFICATIONS

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.

16. TAX RETURNS

The Manager shall have no responsibility for the completion or filing of tax returns for or on behalf of the Corporation.

17. MEETINGS

- a) The Manager shall attend all regularly scheduled monthly meetings of the Board and Annual General Meetings, and, in the person of the Condominium Manager or other senior representatives of the Manager, any other non-scheduled meetings, if and when requested to do so, upon reasonable notice, at no additional cost to the Corporation.
- b) It is also understood and agreed that the on-site Condominium Manager is required to attend monthly Managers' meetings at the Del head office and other occasional, Del company staff events, and may otherwise visit the Del head office from time to time, to deal with Corporation business, as required.

18. CO-OPERATION OF THE BOARD OF DIRECTORS

- 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 (i.e. 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.

19. INDEMNIFICATION

Except in the case of fraud, wilful misconduct or gross negligence on the part of the Manager and/or any of its agents employees and representatives or the failure of the Manager to comply with its obligations under this Agreement, 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, except in the case of fraud, willful misconduct or gross negligence on the part of the Manager.

The Manager shall indemnify and save harmless the Corporation and its directors, officers, owners, agents, employees and representatives from and against all actions, proceedings, suits, claims, demands, losses, damages, penalties, liabilities, costs and expenses, including legal fees and other related costs and expenses in connection therewith, attributable to, related to or arising out of, the Manager's performance of its obligations pursuant to this Agreement.

20. TERMINATION

- a) The Corporation may, at its option, and without cause, 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. The Manager may, at its option, and without cause, 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.
- b) 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, this Agreement shall continue on a month-to-month basis until formally renewed or properly terminated (i.e. 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.
- c) The Corporation may terminate this Agreement forthwith upon written notice where the Manager:
 - i) or any of its agents, employees or representatives has breached any of the terms or conditions of this Agreement and has not taken steps to remedy such breach within ten (10) business days of receiving notice of the breach;
 - ii) by decree of any Governmental Authority, is adjudicated a bankrupt or insolvent or a resolution is passed, or an order is made or documents are filed at an office of public

record for the dissolution, termination of existence, or winding-up of the Manager; and;

- iii) files, or consents to the filing of, or has filed against it, a petition for bankruptcy or seeks or consents to an order of protection under any provision of any legislation relating to arrangement with creditors, bankruptcy or insolvency or if a receiver, receiver manager, liquidator, monitor or trustee in bankruptcy is appointed in respect of the Manager or any of its assets.
- iv) Upon the termination or expiration of this Agreement for any reason the relevant provisions of this Agreement shall continue in effect after termination or expiration, as the case may be, to the extent necessary to provide for any invoicing, adjustments and payments. For greater certainty, all outstanding management fees and the payment of any other monies owing to the Manager will be made to the Manager upon the return of all documents and materials belonging to the Corporation, a final accounting rendered to the Corporation, and payment of all monies due to the Corporation. Further, the Manager agrees to return forthwith to the Corporation, no later than the last day of the Manager's services, all documents, materials and equipment, including any keys or other security equipment in its possession relating to the services performed pursuant to this Agreement that were provided to the Manager in connection with the services performed hereunder.
- v) The Manager shall cooperate, to the best of its ability, with the incoming manager, in order to facilitate a smooth transition.

21. EMPLOYEES OF THE MANAGER

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.

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

22. STATUS OF MANAGER

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

23. DEL CONDOMINIUM LIFE MAGAZINE

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 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.

24. NOTICE

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 two directors of the Corporation, or mailed by prepaid registered post to the President of 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.

25. PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (PIPEDA)

In performing the services under this Agreement, the Manager may be exposed to and may be required to use certain Confidential Information of the Corporation. The Manager shall not use, directly or indirectly, such Confidential Information for the benefit of any other party other than the Corporation, or disclose, permit access to, transfer, copy or reproduce, directly or indirectly, except as may be reasonably necessary for the Manager to fulfill its obligations required by this Agreement, such Confidential Information without the prior written authorization of the Corporation or its authorized representative, either during or after the term of this Agreement.

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, will use or disclose any of such personal information other than for the purpose of (or in connection with) managing the affairs of the Corporation.

26. GENDER AND NUMBER

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

27. PARTIAL INVALIDITY

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 omitted herefrom.

28. **SUCCESSORS AND PERMITTED ASSIGNS**

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.

29. **GOVERNING AUTHORITY**

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.

30. **STATUTORY REFERENCES**

Whenever reference is made in this Agreement to any Statute or Section of a Statute, such reference is deemed to extend and apply to any amendments to the Statute or section of the Statute or re-enactment of the Statute or section of the Statute, as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per: _____

I have authority to bind the Corporation

Per: _____

I have authority to bind the Corporation

DEL PROPERTY MANAGEMENT INC.

Per: _____

Authorized Signing Officer
I have authority to bind the Corporation

SCHEDULE IX

Summary of the First Year Operating Budget

Wonder
SUMMARY OF FIRST YEAR OPERATING BUDGET

OPERATING EXPENSES

Service and Maintenance Contracts	Schedule "A"	\$ 201,300
Maintenance and Repairs	Schedule "B"	90,700
Utilities	Schedule "C"	520,000
Administrative Expenses	Schedule "D"	<u>249,338</u>
Total Operating Expenses		1,061,338
Contribution to Reserve Fund		212,268
<i>[* pertaining to this Condominium (as hereinafter defined) and exclusive of contributions to the separate reserve fund maintained in respect of the Shared Facilities (as hereinafter defined)]</i>		
Total Funds Required (this Condominium only)		<u>1,273,605</u>
<u>Contribution to the Shared Facilities:</u>		
Shared Facilities Budget	Schedule "E"	
95.68% Net Operating Expenses		380,553
Contribution to Reserve Fund		<u>76,111</u>
		456,664
Total Funds Required/Common Element Assessment		<u>\$ 1,730,269</u>

Total Reserve Fund Contributions in the first year:

This Condominium	\$ 212,268
Shared Facilities	<u>76,111</u>
	<u>\$ 288,379</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 6% per annum, compounded annually, based on a projected Condominium registration date of November 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 6% 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 November 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, exclusive of any reserve funds established in respect of the Shared Facilities, is expected to be **\$212,262**, by the end of the first year of this Condominium's operation. Please also note that the Shared Facilities Budget annexed hereto as Schedule "E" also reflects and incorporates a separate reserve fund for the major repair and replacement of the aforementioned Shared Facilities. With respect to the Shared Facilities, it is anticipated that this Condominium will contribute approximately **\$76,111** towards the Shared Facilities reserve fund 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.

Wonder
SUMMARY OF FIRST YEAR OPERATING BUDGET
NOTES TO THE BUDGET -continued

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.

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 (ie beyond the first year after registration) 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.

Wonder
SUMMARY OF FIRST YEAR OPERATING BUDGET
NOTES TO THE BUDGET -continued

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.

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.

Wonder
SCHEDULE "A"
SERVICE AND MAINTENANCE CONTRACTS

1	Odour Control Contract	\$ 500
2	Elevator Maintenance Contract	25,000
3	Grounds Maintenance Contract	15,000
4	Pest Control Contract	800
5	Mechanical Maintenance Contract	30,000
6	Cleaning/Building Maintenance Service Contract	125,000
7	Fitness Equipment Maintenance Contract	2,000
8	Garage Door Maintenance Contract	3,000
TOTAL SERVICE AND MAINTENANCE CONTRACTS		<u>\$ 201,300</u>

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

Represents the cost of a preventative maintenance contract in relation to the elevator system(s).

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

Provision for a fitness equipment maintenance contract – includes miscellaneous replacement parts, as specified.

8 Garage Door Maintenance Contract

A provision for a garage door maintenance contract.

Inflation

Assumed inflation factor of 6%.

Wonder
SCHEDULE "B"
MAINTENANCE AND REPAIRS

1	<u>Air Conditioning and Heating</u>	
	General Repairs to Fans, Belts, Bearings and etc.	\$ 5,000
2	<u>Plumbing Repairs, Maintenance and Supplies</u>	
	Repairs to Pumps, Valves and etc., catch basin and drain cleaning	1,000
	Backflow Preventor, Mixing & Pressure Relief Valve Maintenance	5,000
		6,000
3	<u>Electrical Repairs, Maintenance and Supplies</u>	
	Electrical Supplies (light bulbs, ballasts, etc.)	1,000
	Repairs to Electrical Equipment	1,000
	ESA Contract (annual electrical permit) - <i>allowance required in subsequent years</i>	-
	Thermal Scan - <i>allowance required in subsequent years</i>	-
		2,000
4	<u>Garage Maintenance</u>	
	Pipe Tracing	1,000
	Garage Door Repairs and Maintenance - non-contractual	1,000
	Power Sweeping and Washing (once per year)	3,000
	Garage Repair and Maintenance	500
		5,500
5	<u>Grounds Maintenance (non-contractual)</u>	
	Annual Flowers	1,500
	Irrigation System winterize/summerize/repairs	800
		2,300
6	<u>Waste Disposal</u>	
	Repair and Maintenance of Compactor and Bins	1,000
	Chemicals	500
	Extra Waste Pick Up(s)	1,000
	Waste Removal Services	20,000
		22,500
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	2,200
	Exterior Window Cleaning - once per year	13,500
	General Repairs -Internal	5,000
	General Repairs -External	4,000
	Cable Television -Exercise Room, Party Room	4,000
	Roof Anchor Inspection - <i>allowance required in subsequent years</i>	-
	Recreation Facilities	2,000
	Internet Services	2,200
		32,900
11	<u>Fire Safety</u>	
	Monthly and Annual testing of the Fire Safety Equipment	8,000
	Fire Safety Equipment Repairs	1,000
		9,000
	TOTAL MAINTENANCE AND REPAIRS	\$ 90,700

Wonder
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 Repairs, Maintenance 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 Repairs, Maintenance and Supplies**
An allowance for the purchase of electrical supplies and permits, including the repairs and maintenance 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.
- 6 **Waste Disposal**
This account provides for the repair, maintenance 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.
- 8 **Access Control**
A provision for associated security and access control costs, including the repair and maintenance 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 in accordance with the Ontario Fire Code, including repairs not covered under warranty.

Inflation

Assumed inflation factor of 6%.

Wonder
SCHEDULE "C"
UTILITIES

1	Gas	\$	115,000
2	Electricity		295,000
3	Water		110,000
TOTAL UTILITIES			<u>\$ 520,000</u>

NOTES:

Utilities - General:

Purchasers are advised that the residential units will be metered for electricity consumption and that hot water, cold water and heating, cooling and ventilation service costs will be included in the Budget of the Corporation and paid for as part of common expenses. ***The Declarant reserves the right to convert any utility which is set out herein as separately metered to a bulk service and any bulk utility service such as hot water, cold water and heating, cooling and ventilation service to a metered service to be paid for directly by the owners of the residential units in addition to common expenses.***

1 Gas

Represents the cost of all gas used for the Residential Units and the common elements of the Condominium but excluding any portion of the Shared Facilities.

Barbeques - Electricity & Gas Consumption

As of the date hereof, it is intended that some of the residential units on level 1 with a porch and each unit with a terrace will be permitted to have electrical and/or natural gas barbeque connections for a barbeque on the porch or terrace of such residential units, as the case may be, however the Declarant makes no representation or warranty that such connections will be available or offered to all of the foregoing unit types 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 on account of such estimated 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 (a) to provide electrical and/or natural gas barbeque connections to all residential units which contain a balcony, porch or terrace; (b) not to provide electrical and/or natural gas barbeque connections to any residential units; (c) provide electrical and/or natural gas barbeque connections only to some residential units and not making it available to others; (d) provide electrical and/or natural gas barbeque connections to a limited number residential units which contain a balcony, porch or terrace; and (e) provide natural gas connections for barbeques as an upgrade to such residential units and not include the cost of such natural gas connections in the purchase price of the residential units. As a result of the foregoing, purchasers are advised that either their residential unit or all of the residential units may not be provided with electrical and/or natural gas barbeque connections for barbeques on the balconies, porches and terraces of the residential units, as the case may be, 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, but excluding any portion of the Shared Facilities. Each Residential Unit is intended to be separately metered to measure the consumption of electricity consumption within the units. Metered utility consumption costs for each Residential Unit shall not be part of the common expenses allocated to such Units. The owner of each respective Residential Unit shall be responsible for the payment of all costs and expenses for electricity consumed by such Units, including the following:

Wonder
NOTES TO SCHEDULE "C" - continued
UTILITIES

- a) the cost of the utility commodity;
- b) any required deposits;
- c) any meter installation fees;
- d) an administration fee payable to the Utility Provider for reading the meter and administering the monthly billing; and
- e) a distribution fee payable to any one or more Utility Provider as prescribed by the Ontario Energy Board or other governmental authorities from time to time.

On or before the occupancy closing date, each owner shall enter into a supply and services agreement directly with any one Utility Provider if required by the Declarant. The Utility Supply and Services Agreement(s) may provide that if the Corporation desires to contract with another provider, the Corporation must purchase the distribution system upon the terms and conditions set out in the respective Utility Supply and Services Agreement(s) at a cost equal to the undepreciated cost of the system.

Energized Parking Units

The Condominium may contain an undetermined number of visitor parking spaces and parking units (the "**Energized Parking Units**") that will contain an electrical receptacle (the "**Electrical Receptacle**") for the use of a motor vehicle (an "**Electrical Motor Vehicle**") that contains an engine that operates in part or solely by an electrical battery. Any owner/occupier of an Energized Parking Unit that connects its motor vehicle into the Electrical Receptacle will be required to pay to the Corporation, in addition to the monthly common expenses relating to such unit, a monthly charge to be determined by the Corporation for the use of electricity or the Declarant may elect to increase the common expenses of the Energized Parking Units rather than meter same. The cost of any required equipment to connect the Electrical Motor Vehicle and installation of same shall be at the sole expense of the owner/occupier.

3 Water

Represents the cost of all water used for the Residential Units and the common elements of the Condominium but excluding any portion of the Shared Facilities.

Metered Utilities, Other Utilities and Services:

As noted above, the residential units will be metered for electricity consumption and that hot water, cold water and heating, cooling and ventilation service costs will be included in the Budget of the Corporation and paid for as part of common expenses. Other utilities and services, including telephone, cable television and internet service may be contracted for by owners and occupants directly with the providers thereof to the Building and such services are not included, or paid for on behalf of the residential units, as part of common expenses.

Inflation

Assumed inflation factor of 6%.

Wonder
SCHEDULE "D"
ADMINISTRATIVE EXPENSES

1	Management Services (\$9,680 per month + HST)	\$	131,265
2	Telephone and Communications		6,000
3	Office Expenses		5,000
4	Meeting Costs		4,000
5	Insurance		50,000
6	Turnover Audit		3,500
7	Annual Financial Audit		4,500
8	Investment Plan		800
9	Reserve Fund Study		7,500
10	Performance Audit		18,500
11	Legal Fees		1,000
12	Two-way Radio System Lease		3,000
13	Photo Copier Lease		4,800
14	Software Program For Condominium Operations		5,550
15	Condominium Authority Fees		3,243
16	Community Domain/Branding & Email Services		680
TOTAL ADMINISTRATIVE EXPENSES			<u>\$ 249,338</u>

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.

Wonder
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.

Wonder
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 6%.

Wonder
SCHEDULE "E"
SHARED FACILITIES - BUDGET NOTES

Estimated % and \$ Contribution To Total Funds Required with regard to the Shared Facilities Budget in the first year following the registration of this Condominium:

	Proposed GFA (Gross Floor Area in square feet)	Proportionate Share	Contribution
This Condominium	253,104	95.68%	\$ 456,663
Retail Component	11,440	4.32%	20,619
Total Area/Contribution	264,544	100.00%	\$ 477,282

These estimated percentages are subject to change, depending on the final respective areas of each contributing party and/or depending on other variables noted below.

Those costs and expenses which are to be shared between this Condominium, the Retail Component the Peter Street Retail Component and the Parking Component are set forth in the Shared Facilities Budget more particularly described on the following pages.

Please see the provisions of the declaration and the Reciprocal Operating Agreement for further details.

Reciprocal Operating Agreement

The Corporation and the owner of the Retail Component will share the cost of the repair, maintenance and operation of, and be entitled to the use and enjoyment of, various general services which serve the Components collectively and certain specific services serving any one of the Components but are situate on the property of the other Component.

The Components will together share the cost of operating, maintaining, repairing and replacing: the garage entrance ramp and drive aisles, loading and delivery facilities, heating, cooling and ventilation systems, electrical services, mechanical services, water service, service areas, corridors, lobbies and exit stairwells, various other services and utilities required for the operation of the Condominium and the Retail Component, and all services and facilities located within any one of the Components and providing service to the other Component (the "Shared Facilities"), which shall include costs relating to the maintenance and administration of the Shared Facilities as more particularly set out in the Budget attached hereto pursuant to the Reciprocal Operating Agreement. Purchasers are advised that the Declarant reserves the right to alter the Shared Facilities whether by sharing any heating and cooling systems, mechanical systems, electrical systems and any other systems and facilities of the Building which are not currently described as being shared or to provide separate services and facilities for any systems that are currently described as being shared services or facilities, and in the event of any of the foregoing changes all required changes to the applicable documents shall be incorporated, and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

The Corporation and the owner of the Retail Component shall enter into an agreement (the "Reciprocal Operating Agreement") which shall:

- a) describe and convey the various easements over various parts of the Condominium and the Retail Component, including easements for the purposes of (A) pedestrian and vehicular access; (B) support; (C) installing, maintaining, operating, altering, repairing, replacing and inspecting utilities and other servicing systems; and (D) the use and employment of the Shared Facilities and various parts of the Development;
- b) establish the cost sharing mechanism with respect to the expenses of operating, maintaining and replacing the Shared Facilities;
- c) establish as to whom will be responsible for the operation, maintenance, repair and replacement of the Shared Facilities on a permanent basis and provide that initially the Declarant shall control the aforesaid functions until the date as may be established by the Declarant; and
- d) contain such other provisions as are required to give effect to matters therein contained, including provisions for the collection of the amounts due under the Reciprocal Operating Agreement, administration of the matters therein provided, and such other matters as may be deemed appropriate by the Declarant, in its sole and absolute discretion.

Wonder
SCHEDULE "E"
SHARED FACILITIES - BUDGET NOTES

The cost sharing pursuant to the Reciprocal Operating Agreement is intended to be shared on the basis which will reflect the respective uses by each Component of the various Shared Facilities in an equitable manner. Purchasers are advised that while the exact percentages and proportions are not determined at this time nor the exact sharing of the various Shared Facilities, the amounts in the Budget reflect the expected costs attributable to the Condominium with respect to the costs of the Shared Facilities. Purchasers are also advised that the Declarant reserves the right to alter the facilities and services which will comprise the Shared Facilities and in the event of any alteration to the Shared Facilities the share to be borne by the Corporation may be increased or decreased and accordingly common expenses of the units in the Condominium may be increased or decreased as a result of any such alterations to the Shared Facilities and any such changes contemplated herein shall not constitute a material change within the meaning of the Act.

Wonder
SCHEDULE "E"
SHARED FACILITIES - BUDGET

1	<u>Contracts</u>	
	Emergency Generator Contract	\$ 2,500
	Grounds Maintenance Contract	20,000
	Garage Door Maintenance Contract	3,000
	Access Control Contract	235,000
	Tractor Lease (equipment to mobilize waste compactor bins)	6,500
		<u>267,000</u>
2	<u>Maintenance and Repairs</u>	
	General Maintenance and Repairs	5,000
	Emergency Generator - non contractual repairs	1,000
	Storm Tank Maintenance and Repairs	1,000
	Drain Maintenance	2,000
	Loading Area - Maintenance, Repairs and Cleaning	6,500
	Carbon Monoxide Testing and Re-calibration	2,000
	Ramp	1,000
	Power washing	1,000
		<u>19,500</u>
3	<u>Maintenance of Hydro Transformer Vault and Switch Gears</u>	<u>2,000</u>
4	<u>Ground Water Discharge Costs</u>	
	City of Toronto Ground Water Discharge Fees	<u>45,500</u>
5	<u>Fire Safety</u>	
	Monthly and Annual testing of the Fire Safety Equipment	1,000
	Fire Safety Equipment Repairs	500
	Offsite Fire Alarm Monitoring	1,500
		<u>3,000</u>
6	<u>Utilities</u>	
	Electricity	15,000
	Gas	5,000
	Water	4,000
		<u>24,000</u>
7	<u>Administration</u>	
	Management Services (\$600 per month plus H.S.T.)	8,135
	Reserve Fund Study/Consulting Services	5,000
	Insurance	15,000
	Meeting Costs	3,000
	Annual Financial Audit	2,500
	Legal Fees	1,500
	Office Expenses	800
	Telephone and Communications	800
		<u>36,735</u>
	Net Operating Budget	397,735
	Contribution to Reserve Fund	<u>79,547</u>
	TOTAL COSTS FOR THE SHARED FACILITIES:	<u><u>\$ 477,282</u></u>

Wonder
NOTES TO SCHEDULE "E"
SHARED FACILITIES - BUDGET

1 Contracts

Emergency Generator Contract

This account provides for a preventative emergency generator maintenance contract.

Grounds Maintenance Contract

The amount indicated in this budget includes the cost of exterior landscaping and snow removal.

Garage Door Maintenance Contract

A provision for a garage door maintenance contract.

Access Control Contract

The budget provides for concierge service on 24 hour 7 day/week basis; the number of personnel and the hours of operation may vary from time to time. The Declarant makes no representation or warranty as to the number of personnel during various times of days and days of the week in which the concierge will be in operation and staffed to provide concierge services to the Condominium occupants. Furthermore, the provision of the concierge service will begin only at such time as a sufficient amount of residential units in the Condominium are occupied as determined by the Declarant, and until such time, the concierge service may not be in operation or will function at a reduced capacity. The Declarant reserves the right to provide for automated or remote entry services, provided that such automated or remote service may only be available during limited hours and limited days of the week.

Tractor Lease (equipment to mobilize waste compactor bins)

Represents associated annual leasing costs.

2 Maintenance and Repairs

A provision for associated general maintenance and repairs, as required and as listed above.

3 Maintenance of Hydro Transformer Vault and Switch Gears

Annual cost associated with the maintenance of the hydro transformer vault and switch gears.

4 Ground Water Discharge Costs

An allowance for associated fees and inspections as required by the City of Toronto for the discharge of ground water into the City's sanitary sewer system or storm sewer system (as the case may be). Further and more specific details can be found in the disclosure statement and in the declaration.

5 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.

6 Utilities

Electricity

Represents the electricity costs for the in relation to the Shared Facilities.

Gas

Represents the gas costs for the in relation to the Shared Facilities.

Water

Represents the water costs for the in relation to the Shared Facilities.

7 Administration

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 Shared Facilities Committee.
- b) Accounting for the respective contributions of each of the Contributors towards the Shared Facilities Costs [including the collection and disbursement of same].
- c) Preparing and submitting monthly financial statements, and providing comparisons of actual revenues and expenditures to those set out in the budget.

Wonder
NOTES TO SCHEDULE "E"
SHARED FACILITIES - BUDGET

II) Administration:

- a) Enforcing the terms and conditions of the Shared Facilities Agreement.
- b) Preparing facility inspection reports and following up said reports to ensure that outstanding matters have been rectified and attended to.
- c) Participating at monthly Shared Facilities Committees' meetings and as may be further reasonably required.
- d) Assisting the Shared Facilities Committee in hiring personnel and supervising all staff.
- e) Causing to be repaired common elements when required.
- f) 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.

Reserve Fund Study/Consulting Services

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 Shared Facilities Committee within the first year following the registration of this Condominium. This reserve fund study will confirm, amongst other things, the requisite reserve fund for the Shared Facilities, and the annual appropriation necessary to cover the anticipated repair and replacement costs of same, based on its respective life expectancy. Also included is an allowance for other consulting services, as required.

Insurance

This cost represents a one year premium for all risk insurance for the full replacement value of the Shared Facilities.

Meeting Costs

To cover costs incurred by the Shared Facilities Committee in convening meetings.

Annual Financial Audit

This figure represents the cost of having an auditor prepare a set of annual audited financial statements in respect of the Shared Facilities (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 respective annual general meetings of the owners of each of the contributors, together with the cost of having the auditor make a formal report on such financial statements to each of the contributors, in accordance with sections 66 - 71 of the Act.

Legal Fees

An allocation for the Shared Facilities Committee to engage legal services.

Office Expenses

An allocation for the purchase of supplies as required to operate the Shared Facilities.

Telephone and Communications

This account provides for the necessary phone lines required in the operation of the Shared Facilities.

Inflation

Assumed inflation factor of 6%.

Wonder
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	No. OF UNITS		MONTHLY ASSESSMENT PER GROUP
RESIDENTIAL UNITS:	1	1	0.4239242	\$611.25	X	1	= \$611.25
	2	1	0.4541205	\$654.79	X	1	= \$654.79
	3	1	0.4541205	\$654.79	X	1	= \$654.79
	4	1	0.4541205	\$654.79	X	1	= \$654.79
	5	1	0.4541205	\$654.79	X	1	= \$654.79
	6	1	0.4541205	\$654.79	X	1	= \$654.79
	7	1	0.4541205	\$654.79	X	1	= \$654.79
	8	1	0.4168653	\$601.07	X	1	= \$601.07
	9	1	0.2482368	\$357.93	X	1	= \$357.93
	10	1	0.2741194	\$395.25	X	1	= \$395.25
	11	1	0.2819625	\$406.56	X	1	= \$406.56
	12	1	0.2819625	\$406.56	X	1	= \$406.56
	13	1	0.2800017	\$403.73	X	1	= \$403.73
	14	1	0.2800017	\$403.73	X	1	= \$403.73
	15	1	0.2325505	\$335.31	X	1	= \$335.31
	16	1	0.2819625	\$406.56	X	1	= \$406.56
	17	1	0.2819625	\$406.56	X	1	= \$406.56
	18	1	0.2768645	\$399.21	X	1	= \$399.21
	19	1	0.2768645	\$399.21	X	1	= \$399.21
	20	1	0.2819625	\$406.56	X	1	= \$406.56
	21	1	0.2819625	\$406.56	X	1	= \$406.56
	22	1	0.2819625	\$406.56	X	1	= \$406.56
	23	1	0.2819625	\$406.56	X	1	= \$406.56
	24	1	0.3654925	\$527.00	X	1	= \$527.00
	25	1	0.4376498	\$631.04	X	1	= \$631.04
	26	1	0.4541205	\$654.79	X	1	= \$654.79
	27	1	0.4541205	\$654.79	X	1	= \$654.79
	28	1	0.4541205	\$654.79	X	1	= \$654.79
	29	1	0.4541205	\$654.79	X	1	= \$654.79
	30	1	0.4505910	\$649.70	X	1	= \$649.70
	31	1	0.4505910	\$649.70	X	1	= \$649.70
	32	1	0.4541205	\$654.79	X	1	= \$654.79
	33	1	0.4541205	\$654.79	X	1	= \$654.79
RESIDENTIAL UNITS:	1	2	0.4862775	\$701.16	X	1	= \$701.16
	2	2	0.3545120	\$511.17	X	1	= \$511.17
	3	2	0.3545120	\$511.17	X	1	= \$511.17
	4	2	0.3545120	\$511.17	X	1	= \$511.17
	5	2	0.3545120	\$511.17	X	1	= \$511.17
	6	2	0.3078451	\$443.88	X	1	= \$443.88
	7	2	0.2760802	\$398.08	X	1	= \$398.08
	8	2	0.3635317	\$524.17	X	1	= \$524.17
	9	2	0.4251007	\$612.95	X	1	= \$612.95
	10	2	0.2529428	\$364.72	X	1	= \$364.72
	11	2	0.2486290	\$358.50	X	1	= \$358.50
	12	2	0.2749037	\$396.38	X	1	= \$396.38
	13	2	0.2749037	\$396.38	X	1	= \$396.38
	14	2	0.2729429	\$393.55	X	1	= \$393.55
	15	2	0.2729429	\$393.55	X	1	= \$393.55
	16	2	0.2235308	\$322.31	X	1	= \$322.31
	17	2	0.2454917	\$353.97	X	1	= \$353.97
	18	2	0.3274530	\$472.15	X	1	= \$472.15
	19	2	0.2666683	\$384.51	X	1	= \$384.51
	20	2	0.3984339	\$574.50	X	1	= \$574.50
	21	2	0.2749037	\$396.38	X	1	= \$396.38
	22	2	0.2749037	\$396.38	X	1	= \$396.38
	23	2	0.2698056	\$389.03	X	1	= \$389.03
	24	2	0.2698056	\$389.03	X	1	= \$389.03
	25	2	0.2749037	\$396.38	X	1	= \$396.38
	26	2	0.2749037	\$396.38	X	1	= \$396.38
	27	2	0.2749037	\$396.38	X	1	= \$396.38
	28	2	0.2749037	\$396.38	X	1	= \$396.38
	29	2	0.3870612	\$558.10	X	1	= \$558.10
	30	2	0.4294144	\$619.17	X	1	= \$619.17
	31	2	0.3952966	\$569.97	X	1	= \$569.97
	32	2	0.4505910	\$649.70	X	1	= \$649.70
	33	2	0.3145118	\$453.49	X	1	= \$453.49
	34	2	0.4180418	\$602.77	X	1	= \$602.77
RESIDENTIAL UNITS:	1	3	0.2537271	\$365.85	X	1	= \$365.85
	2	3	0.2749037	\$396.38	X	1	= \$396.38
	3	3	0.2749037	\$396.38	X	1	= \$396.38
	4	3	0.2749037	\$396.38	X	1	= \$396.38
	5	3	0.2749037	\$396.38	X	1	= \$396.38
	6	3	0.2749037	\$396.38	X	1	= \$396.38
	7	3	0.2717664	\$391.86	X	1	= \$391.86
	8	3	0.2752958	\$396.95	X	1	= \$396.95
	9	3	0.4854932	\$700.03	X	1	= \$700.03
	10	3	0.2749037	\$396.38	X	1	= \$396.38
	11	3	0.2749037	\$396.38	X	1	= \$396.38
	12	3	0.2729429	\$393.55	X	1	= \$393.55
	13	3	0.2729429	\$393.55	X	1	= \$393.55
	14	3	0.3972574	\$572.80	X	1	= \$572.80

Wonder
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT No.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)		MONTHLY COMMON ELEMENT ASSESSMENT	No. OF UNITS		MONTHLY ASSESSMENT PER GROUP
	15	3	0.3431394		\$494.77	X	1	= \$494.77
	16	3	0.3274530		\$472.15	X	1	= \$472.15
	17	3	0.3274530		\$472.15	X	1	= \$472.15
	18	3	0.3984339		\$574.50	X	1	= \$574.50
	19	3	0.2749037		\$396.38	X	1	= \$396.38
	20	3	0.2749037		\$396.38	X	1	= \$396.38
	21	3	0.2698056		\$389.03	X	1	= \$389.03
	22	3	0.2698056		\$389.03	X	1	= \$389.03
	23	3	0.2749037		\$396.38	X	1	= \$396.38
	24	3	0.2749037		\$396.38	X	1	= \$396.38
	25	3	0.2749037		\$396.38	X	1	= \$396.38
	26	3	0.2517663		\$363.02	X	1	= \$363.02
	27	3	0.3905907		\$563.19	X	1	= \$563.19
	28	3	0.4294144		\$619.17	X	1	= \$619.17
	29	3	0.2749037		\$396.38	X	1	= \$396.38
	30	3	0.2749037		\$396.38	X	1	= \$396.38
	31	3	0.2749037		\$396.38	X	1	= \$396.38
	32	3	0.2749037		\$396.38	X	1	= \$396.38
	33	3	0.2729429		\$393.55	X	1	= \$393.55
	34	3	0.2729429		\$393.55	X	1	= \$393.55
	35	3	0.2749037		\$396.38	X	1	= \$396.38
	36	3	0.2749037		\$396.38	X	1	= \$396.38
	37	3	0.1764717		\$254.45	X	1	= \$254.45
	38	3	0.1666677		\$240.32	X	1	= \$240.32
RESIDENTIAL UNITS:	1	4	0.3337276		\$481.20	X	1	= \$481.20
	2	4	0.3549042		\$511.73	X	1	= \$511.73
	3	4	0.3549042		\$511.73	X	1	= \$511.73
	4	4	0.3549042		\$511.73	X	1	= \$511.73
	5	4	0.3549042		\$511.73	X	1	= \$511.73
	6	4	0.3078451		\$443.88	X	1	= \$443.88
	7	4	0.2760802		\$398.08	X	1	= \$398.08
	8	4	0.6576512		\$948.26	X	1	= \$948.26
	9	4	0.5760820		\$830.65	X	1	= \$830.65
	10	4	0.2352956		\$339.27	X	1	= \$339.27
	11	4	0.2560800		\$369.24	X	1	= \$369.24
	12	4	0.2560800		\$369.24	X	1	= \$369.24
	13	4	0.2560800		\$369.24	X	1	= \$369.24
	14	4	0.2560800		\$369.24	X	1	= \$369.24
	15	4	0.2470604		\$356.23	X	1	= \$356.23
	16	4	0.4235320		\$610.69	X	1	= \$610.69
	17	4	0.3596101		\$518.52	X	1	= \$518.52
	18	4	0.2470604		\$356.23	X	1	= \$356.23
	19	4	0.2560800		\$369.24	X	1	= \$369.24
	20	4	0.2521584		\$363.58	X	1	= \$363.58
	21	4	0.2521584		\$363.58	X	1	= \$363.58
	22	4	0.3972574		\$572.80	X	1	= \$572.80
	23	4	0.3431394		\$494.77	X	1	= \$494.77
	24	4	0.3274530		\$472.15	X	1	= \$472.15
	25	4	0.3274530		\$472.15	X	1	= \$472.15
	26	4	0.3984339		\$574.50	X	1	= \$574.50
	27	4	0.2560800		\$369.24	X	1	= \$369.24
	28	4	0.2560800		\$369.24	X	1	= \$369.24
	29	4	0.2494133		\$359.63	X	1	= \$359.63
	30	4	0.2494133		\$359.63	X	1	= \$359.63
	31	4	0.2560800		\$369.24	X	1	= \$369.24
	32	4	0.2560800		\$369.24	X	1	= \$369.24
	33	4	0.2560800		\$369.24	X	1	= \$369.24
	34	4	0.1882365		\$271.42	X	1	= \$271.42
	35	4	0.3149039		\$454.06	X	1	= \$454.06
	36	4	0.3337276		\$481.20	X	1	= \$481.20
	37	4	0.2047072		\$295.17	X	1	= \$295.17
	38	4	0.2560800		\$369.24	X	1	= \$369.24
	39	4	0.2560800		\$369.24	X	1	= \$369.24
	40	4	0.2560800		\$369.24	X	1	= \$369.24
	41	4	0.2521584		\$363.58	X	1	= \$363.58
	42	4	0.2521584		\$363.58	X	1	= \$363.58
	43	4	0.2560800		\$369.24	X	1	= \$369.24
	44	4	0.2560800		\$369.24	X	1	= \$369.24
	45	4	0.1764717		\$254.45	X	1	= \$254.45
	46	4	0.2286289		\$329.66	X	1	= \$329.66
	47	4	0.1882365		\$271.42	X	1	= \$271.42
	48	4	0.3231393		\$465.93	X	1	= \$465.93
	49	4	0.2274524		\$327.96	X	1	= \$327.96
	50	4	0.3360805		\$484.59	X	1	= \$484.59
RESIDENTIAL UNITS:	1	5	0.3337276		\$481.20	X	1	= \$481.20
	2	5	0.3780416		\$545.09	X	1	= \$545.09
	3	5	0.3545120		\$511.17	X	1	= \$511.17
	4	5	0.3545120		\$511.17	X	1	= \$511.17
	5	5	0.3545120		\$511.17	X	1	= \$511.17
	6	5	0.3078451		\$443.88	X	1	= \$443.88
	7	5	0.2760802		\$398.08	X	1	= \$398.08
	8	5	0.2352956		\$339.27	X	1	= \$339.27
	9	5	0.2560800		\$369.24	X	1	= \$369.24
	10	5	0.2560800		\$369.24	X	1	= \$369.24
	11	5	0.2560800		\$369.24	X	1	= \$369.24
	12	5	0.2560800		\$369.24	X	1	= \$369.24
	13	5	0.2560800		\$369.24	X	1	= \$369.24
	14	5	0.2674526		\$385.64	X	1	= \$385.64
	15	5	0.4658853		\$671.76	X	1	= \$671.76
	16	5	0.2560800		\$369.24	X	1	= \$369.24
	17	5	0.2521584		\$363.58	X	1	= \$363.58
	18	5	0.2521584		\$363.58	X	1	= \$363.58
	19	5	0.3972574		\$572.80	X	1	= \$572.80
	20	5	0.3431394		\$494.77	X	1	= \$494.77

Wonder
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

		PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)		MONTHLY COMMON ELEMENT ASSESSMENT	No. OF UNITS		MONTHLY ASSESSMENT PER GROUP
UNIT TYPE	UNIT No.	LEVEL					
	21	5	0.3274530	\$472.15	X	1	\$472.15
	22	5	0.3274530	\$472.15	X	1	\$472.15
	23	5	0.3984339	\$574.50	X	1	\$574.50
	24	5	0.2560800	\$369.24	X	1	\$369.24
	25	5	0.2560800	\$369.24	X	1	\$369.24
	26	5	0.2494133	\$359.63	X	1	\$359.63
	27	5	0.2494133	\$359.63	X	1	\$359.63
	28	5	0.2560800	\$369.24	X	1	\$369.24
	29	5	0.2560800	\$369.24	X	1	\$369.24
	30	5	0.2352956	\$339.27	X	1	\$339.27
	31	5	0.3678454	\$530.39	X	1	\$530.39
	32	5	0.4133359	\$595.99	X	1	\$595.99
	33	5	0.2560800	\$369.24	X	1	\$369.24
	34	5	0.2560800	\$369.24	X	1	\$369.24
	35	5	0.2560800	\$369.24	X	1	\$369.24
	36	5	0.2521584	\$363.58	X	1	\$363.58
	37	5	0.2521584	\$363.58	X	1	\$363.58
	38	5	0.2560800	\$369.24	X	1	\$369.24
	39	5	0.2560800	\$369.24	X	1	\$369.24
	40	5	0.1764717	\$254.45	X	1	\$254.45
	41	5	0.2286289	\$329.66	X	1	\$329.66
	42	5	0.1882365	\$271.42	X	1	\$271.42
	43	5	0.3231393	\$465.93	X	1	\$465.93
	44	5	0.2274524	\$327.96	X	1	\$327.96
	45	5	0.3337276	\$481.20	X	1	\$481.20
RESIDENTIAL UNITS:	1	6	0.3337276	\$481.20	X	1	\$481.20
	2	6	0.6176509	\$890.59	X	1	\$890.59
	3	6	0.5341210	\$770.14	X	1	\$770.14
	4	6	0.1901973	\$274.24	X	1	\$274.24
	5	6	0.2066680	\$297.99	X	1	\$297.99
	6	6	0.2066680	\$297.99	X	1	\$297.99
	7	6	0.2066680	\$297.99	X	1	\$297.99
	8	6	0.2023542	\$291.77	X	1	\$291.77
	9	6	0.3623552	\$522.48	X	1	\$522.48
	10	6	0.3639238	\$524.74	X	1	\$524.74
	11	6	0.2482368	\$357.93	X	1	\$357.93
	12	6	0.2521584	\$363.58	X	1	\$363.58
	13	6	0.2521584	\$363.58	X	1	\$363.58
	14	6	0.3396100	\$489.68	X	1	\$489.68
	15	6	0.3039235	\$438.22	X	1	\$438.22
	16	6	0.1803933	\$260.11	X	1	\$260.11
	17	6	0.2439231	\$351.71	X	1	\$351.71
	18	6	0.3137274	\$452.36	X	1	\$452.36
	19	6	0.3474531	\$500.99	X	1	\$500.99
	20	6	0.2560800	\$369.24	X	1	\$369.24
	21	6	0.2560800	\$369.24	X	1	\$369.24
	22	6	0.2494133	\$359.63	X	1	\$359.63
	23	6	0.2494133	\$359.63	X	1	\$359.63
	24	6	0.2560800	\$369.24	X	1	\$369.24
	25	6	0.2560800	\$369.24	X	1	\$369.24
	26	6	0.5051012	\$728.30	X	1	\$728.30
	27	6	0.4039241	\$582.41	X	1	\$582.41
	28	6	0.1764717	\$254.45	X	1	\$254.45
	29	6	0.1764717	\$254.45	X	1	\$254.45
	30	6	0.1745109	\$251.63	X	1	\$251.63
	31	6	0.1745109	\$251.63	X	1	\$251.63
	32	6	0.1764717	\$254.45	X	1	\$254.45
	33	6	0.1764717	\$254.45	X	1	\$254.45
	34	6	0.1764717	\$254.45	X	1	\$254.45
	35	6	0.1666677	\$240.32	X	1	\$240.32
	36	6	0.1827462	\$263.50	X	1	\$263.50
	37	6	0.3921593	\$565.45	X	1	\$565.45
	38	6	0.3360805	\$484.59	X	1	\$484.59
RESIDENTIAL UNITS:	1	7	0.3337276	\$481.20	X	1	\$481.20
	2	7	0.3780416	\$545.09	X	1	\$545.09
	3	7	0.3423551	\$493.64	X	1	\$493.64
	4	7	0.2509820	\$361.89	X	1	\$361.89
	5	7	0.3529434	\$508.91	X	1	\$508.91
	6	7	0.2011777	\$290.08	X	1	\$290.08
	7	7	0.3686297	\$531.52	X	1	\$531.52
	8	7	0.3980417	\$573.93	X	1	\$573.93
	9	7	0.2066680	\$297.99	X	1	\$297.99
	10	7	0.2066680	\$297.99	X	1	\$297.99
	11	7	0.4254928	\$613.51	X	1	\$613.51
	12	7	0.4666696	\$672.89	X	1	\$672.89
	13	7	0.2521584	\$363.58	X	1	\$363.58
	14	7	0.2521584	\$363.58	X	1	\$363.58
	15	7	0.3396100	\$489.68	X	1	\$489.68
	16	7	0.3474531	\$500.99	X	1	\$500.99
	17	7	0.2560800	\$369.24	X	1	\$369.24
	18	7	0.2560800	\$369.24	X	1	\$369.24
	19	7	0.2494133	\$359.63	X	1	\$359.63
	20	7	0.2494133	\$359.63	X	1	\$359.63
	21	7	0.2560800	\$369.24	X	1	\$369.24
	22	7	0.2560800	\$369.24	X	1	\$369.24
	23	7	0.3501983	\$504.95	X	1	\$504.95
	24	7	0.2815704	\$405.99	X	1	\$405.99
	25	7	0.1764717	\$254.45	X	1	\$254.45
	26	7	0.1764717	\$254.45	X	1	\$254.45
	27	7	0.1745109	\$251.63	X	1	\$251.63
	28	7	0.1745109	\$251.63	X	1	\$251.63
	29	7	0.1764717	\$254.45	X	1	\$254.45

Wonder
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

		PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)		MONTHLY COMMON ELEMENT ASSESSMENT	No. OF UNITS		MONTHLY ASSESSMENT PER GROUP
UNIT TYPE	UNIT No.	LEVEL					
	30	7	0.1764717	\$254.45	X	1	\$254.45
	31	7	0.1764717	\$254.45	X	1	\$254.45
	32	7	0.1666677	\$240.32	X	1	\$240.32
	33	7	0.1827462	\$263.50	X	1	\$263.50
	34	7	0.3921593	\$565.45	X	1	\$565.45
	35	7	0.3360799	\$484.59	X	1	\$484.59
RESIDENTIAL UNITS:	1	8	0.4400027	\$634.44	X	1	\$634.44
	2	8	0.3513747	\$506.64	X	1	\$506.64
	3	8	0.2576487	\$371.50	X	1	\$371.50
	4	8	0.3623552	\$522.48	X	1	\$522.48
	5	8	0.2062758	\$297.43	X	1	\$297.43
	6	8	0.3596101	\$518.52	X	1	\$518.52
	7	8	0.2254916	\$325.13	X	1	\$325.13
	8	8	0.2494133	\$359.63	X	1	\$359.63
	9	8	0.4388263	\$632.74	X	1	\$632.74
	10	8	0.3470610	\$500.42	X	1	\$500.42
	11	8	0.2588251	\$373.20	X	1	\$373.20
	12	8	0.2588251	\$373.20	X	1	\$373.20
	13	8	0.3482375	\$502.12	X	1	\$502.12
PARKING UNITS : (Proposed 201 Units on Levels A & B)	201 Units	A & B	0.0450797	\$65.00	X	201	\$13,065.00
STORAGE UNITS: (Proposed 287 Units on Levels A, B, 2, 3, 4, 5 & 7)	287 Units	A, B, 2, 3, 4, 5 & 7	0.0173383	\$25.00	X	287	\$7,175.00
							\$144,189.01
							X 12
Annual Budget:							\$1,730,268.12

SCHEDULE X

Sections 73 and 74 of the Act - Purchaser's right to rescind

Section 73 and 74 of the Condominium Act, 1998

Section 73:

Rescission of agreement

- (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. 1998, c. 19, s. 73 (1).

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,
 - (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. 1998, c. 19, s. 73 (2).

Refund upon rescission

- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it. 1998, c. 19, s. 73 (3).

Section 74:

Material changes in disclosure statement

- (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. 1998, c. 19, s. 74 (1).

Definition

- (2) In this section, "material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,
 - (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
 - (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
 - (c) a change in the portion of units or proposed units that the declarant intends to lease,
 - (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
 - (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation. 1998, c. 19, s. 74 (2).

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. 1998, c. 19, s. 74 (3).

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. 1998, c. 19, s. 74 (4).

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. 1998, c. 19, s. 74 (5); 2000, c. 26, Sched. B, s. 7 (5).

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 as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
 - (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
 - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
 - (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination. 1998, c. 19, s. 74 (6); 2000, c. 26, Sched. B, s. 7 (5).

Notice of rescission

- (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. 1998, c. 19, s. 74 (7).

Declarant's application to court

- (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). 1998, c. 19, s. 74 (8); 2000, c. 26, Sched. B, s. 7 (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. 1998, c. 19, s. 74 (9).

Time of refund

- (10) The declarant shall make the refund,
 - (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
 - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8). 1998, c. 19, s. 74 (10).

SCHEDULE XI

Subsections 13(1)(a)(i) and 17.2(1) of the *Ontario New Home Warranties Plan Act*



**Subsections 13(1)(a)(i) and 17.2(1) of the Ontario
New Home Warranties Plan Act**

Section 13:

Warranties

- (1) Every vendor of a home warrants to the owner,
- (a) that the home,
- (i) is constructed in a workmanlike manner and is free from defects in material,

Section 17.2:

Application of this Act

- (1) This Act applies to a residential condominium conversion project and to a unit or a proposed unit in it only if,
- (a) the builder is registered as a builder under this Act in respect of the project;
- (b) the vendor is registered as a vendor under this Act in respect of the project; and
- (c) the project, the units or proposed units of it and the common elements of it have been enrolled in the Plan. 2015, c. 28, Sched. 1, s. 154 (7).

SCHEDULE XII
Draft Condominium Plan



INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	10	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND DESIGNATION OF THE UNITS ON LEVELS A, B AND 1 TO 6 INCLUSIVE
2	-	PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS
3	-	ARCHITECTURAL PLANS
4	-	STRUCTURAL PLANS

PART 1 OF 4 PARTS
SHEET 1 OF 10 SHEETS

TORONTO STANDARD
CONDOMINIUM PLAN No.

LEVEL 1
UNITS 1 TO 33 INCLUSIVE

REGISTERED IN THE LAND TITLES DIVISION OF THE TORONTO REGISTRY OFFICE (No. 88)
AT _____ O'CLOCK ON THE _____ DAY OF _____, 2018

REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2018.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATE: _____
SASA KRICMAR
ON-TARIO LAND SURVEYOR

DECLARATION REGISTERED AS NUMBER _____

THIS PLAN COMPRISES ALL OF PIN _____ (L.T.)

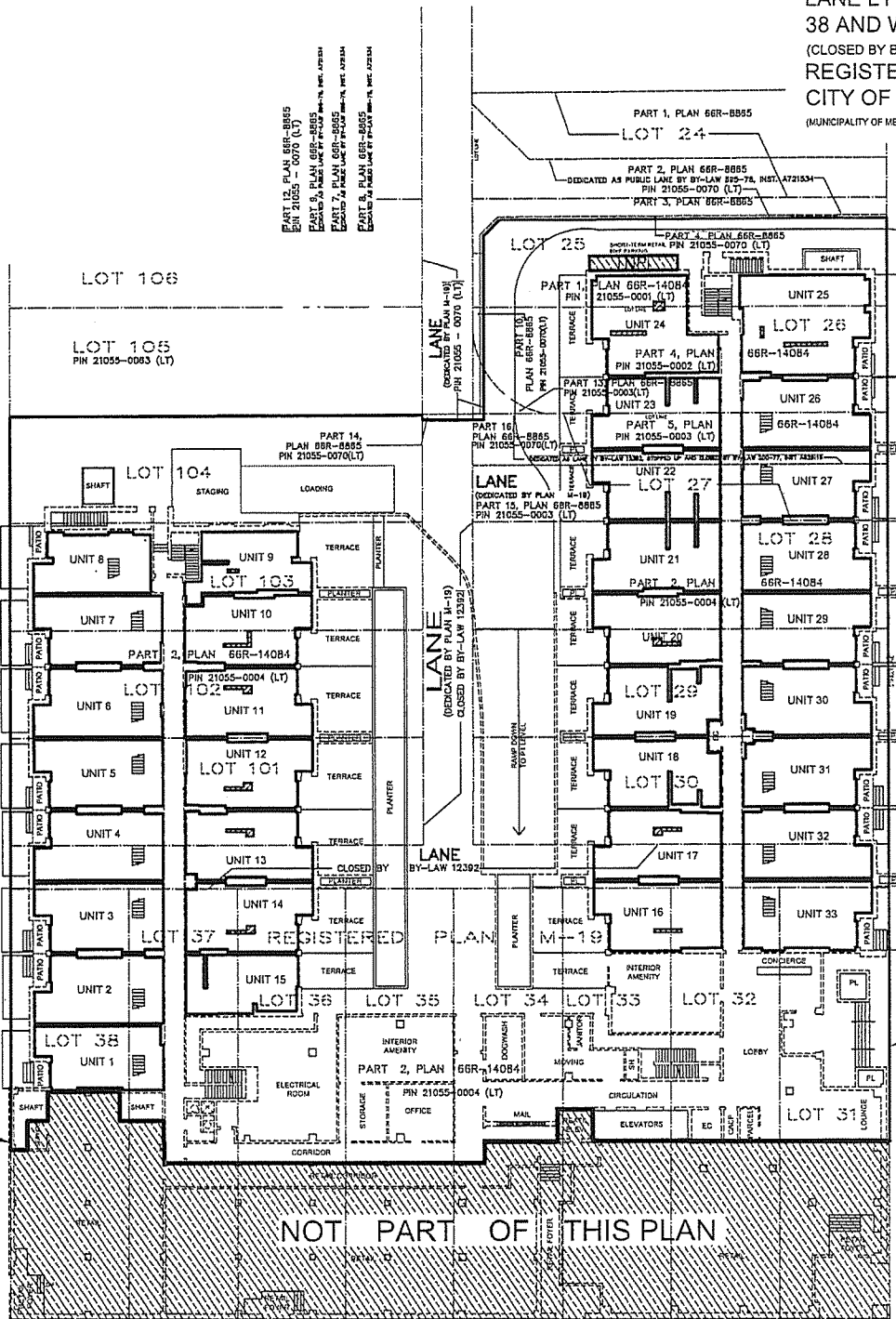
SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS

(PURSUANT TO CLAUSES 8 (1) (b) AND (1) (c) OF THE CONDOMINIUM ACT 1998)

SUBJECT TO	PART	PLAN	DESCRIBED IN	NOTES
APPURTENANT INTERESTS				
TOGETHER WITH APPURTENANT INTERESTS				

PLAN OF SURVEY OF
ALL OF LOTS 28 TO 38,
101 TO 104 INCLUSIVE AND PART
OF LOTS 25, 26, 27 AND PART OF
LANE LYING NORTH OF LOTS 31 TO
38 AND WEST OF LOTS 27 TO 30
(CLOSED BY BY-LAW 12392, INST A625118)
REGISTERED PLAN M-19
CITY OF TORONTO
(MUNICIPALITY OF METROPOLITAN TORONTO)

BOOTH AVENUE
(DEDICATED BY REGISTERED PLAN M-19)
PIN 21055-007 (L.T.)



LOGAN AVENUE
(FORMERLY BLOND STREET ESTABLISHED BY REGISTERED PLAN 416)
PIN 21055 - 0331 (L.T.)

(TRAVELLED ROAD) EASTERN AVENUE
(NAME CHANGED BY BY-LAW 784 UNREGISTERED)
(FORMERLY SOUTH PARK STREET AS SHOWN ON REGISTERED PLANS 105, 416, D81 AND 408E)
PIN 21055 - 0326 (L.T.)

LOT 13, BROKEN FRONT CONCESSION

LEGEND

- DENOTES CONDOMINIUM PROPERTY BOUNDARIES
- DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS
- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- ELEV DENOTES ELEVATOR
- SH DENOTES SHAWT
- CLAP DENOTES CENTRAL ALARM CONTROL FACILITY
- EC DENOTES ELECTRICAL CLOSET
- GC DENOTES GARAGE CHUTE
- DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT
- DENOTES NOT PART OF THIS PLAN

UNIT BOUNDARY DEFINITIONS

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILINGS AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.

CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.

DECLARANT: 462 DEVELOPMENTS INC.

DATED AT _____ THIS _____ DAY OF _____, 2018

NAME _____
I, the undersigned, being duly sworn, depose and say that I am the duly authorized representative of the declarant and that the foregoing is a true and correct copy of the declaration as the same appears in the records of the City of Toronto.

PLAN AVAILABLE AT www.ProtectYourBoundaries.ca

RECD:	NR	DRAWN:	MZAL	CHECKED:	SS	JOB NO:	16-026
DWG NAME:	16-026D501: PLAN M-19						
1137 CONDO STREET TOWN OF ONTARIO	ON L4U3H6	805.738.6023	F 805.738.6271	WWW.KRCMAR.COM			

PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER
SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, C.P.13, AND SECTION 9
OF THE CONDOMINIUM ACT, 1998, S.O. 1998, C.19.
THIS _____ DAY OF _____, 2018.

EXECUTIVE DIRECTOR & CHIEF PLANNER, CITY PLANNING DIVISION
URBAN PLANNING AND DEVELOPMENT SERVICES
CITY OF TORONTO

KRCMAR

File: 16-026D501C

August 3 2018

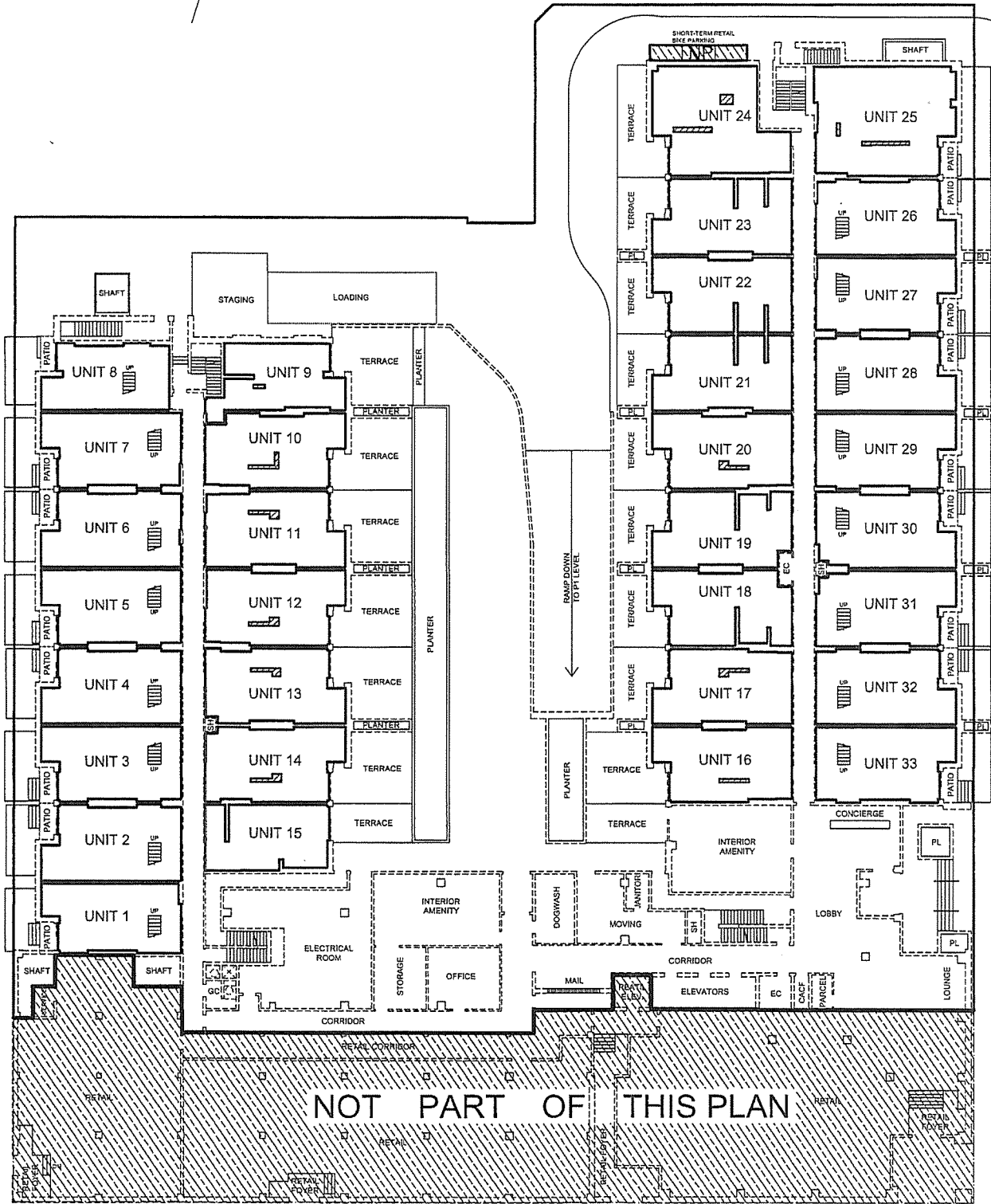
SITE PLAN

UNITS 1 TO 33 INCLUSIVE (RESIDENTIAL)

BOOTH AVENUE

LOGAN AVENUE

EASTERN AVENUE



ENLARGEMENT OF LEVEL 1
UNITS 1 TO 33 INCLUSIVE (RESIDENTIAL)

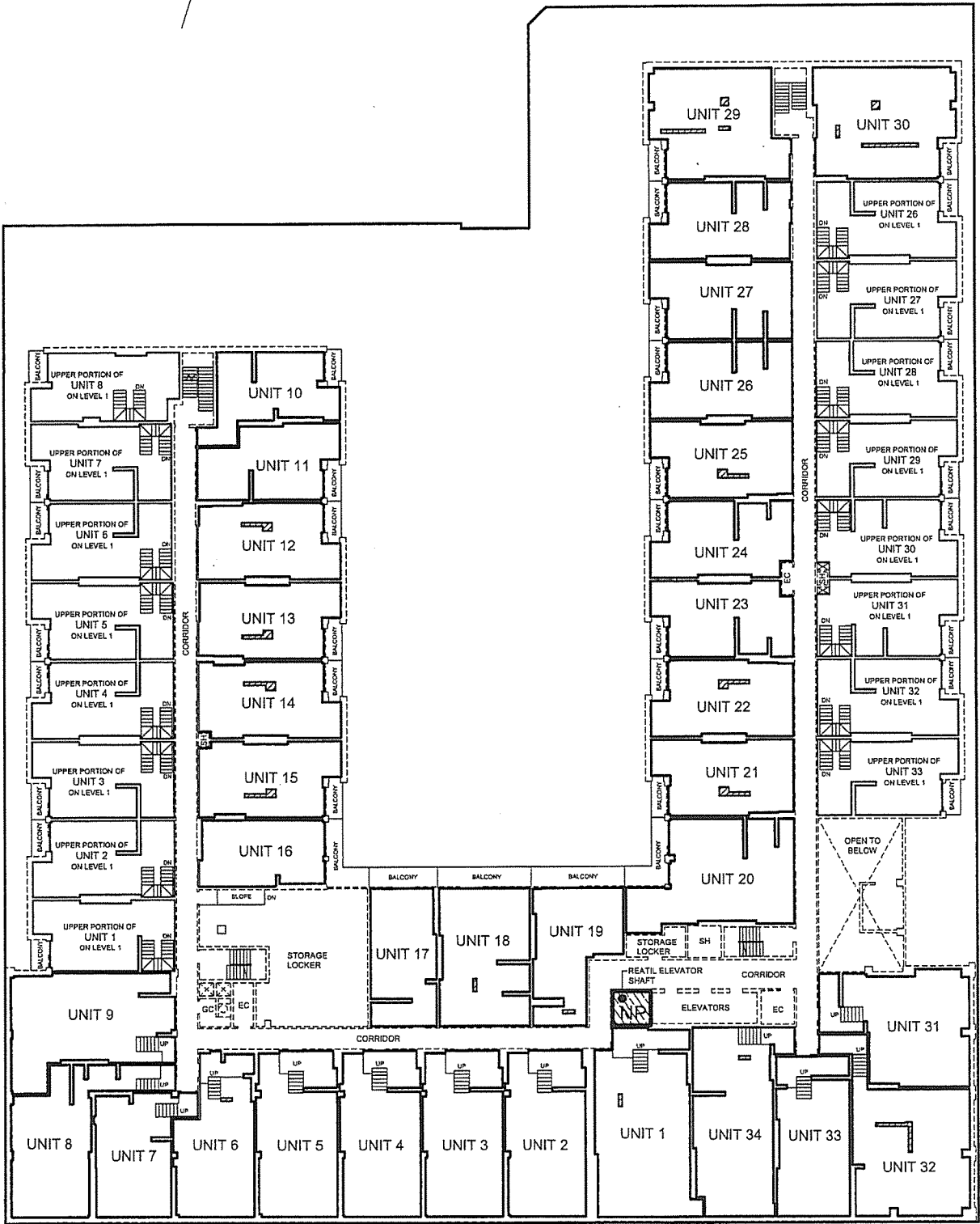
- LEGEND
- PL DENOTES PLANTER
 - UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - GC DENOTES GARBAGE CHUTE
 - EC DENOTES ELECTRICAL CLOSET
 - CACF DENOTES CENTRAL ALARM CONTROL FACILITY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT
 - NP DENOTES NOT PART OF THIS PLAN

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BOOTH AVENUE

LOGAN AVENUE



EASTERN AVENUE

LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- ELEV DENOTES ELEVATOR
- SH DENOTES SHAFT
- EC DENOTES ELECTRICAL CLOSET
- GC DENOTES GARBAGE CHUTE
- /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT
- NP DENOTES NOT PART OF THIS PLAN

LEVEL 2

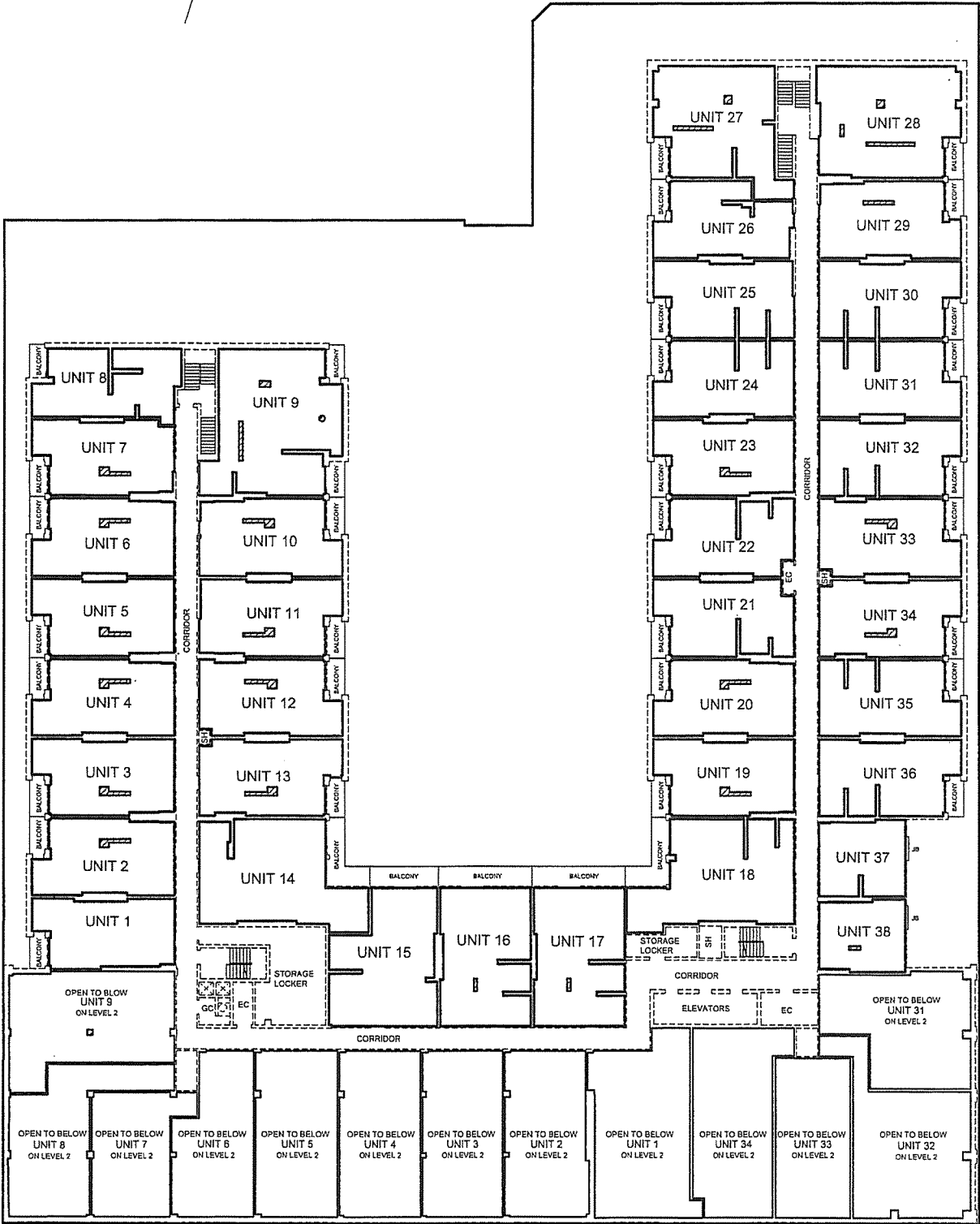
UNITS 1 TO 34 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 1, 2, 3, 4, 5, 6, 7, 8, 26, 27, 28, 29, 30, 31, 32 AND 33 ON LEVEL 1

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BOOTH AVENUE

LOGAN AVENUE



EASTERN AVENUE

LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- ELEV DENOTES ELEVATOR
- SH DENOTES SHAFT
- EC DENOTES ELECTRICAL CLOSET
- GC DENOTES GARBAGE CHUTE
- JB DENOTES JULIET BALCONY
- /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

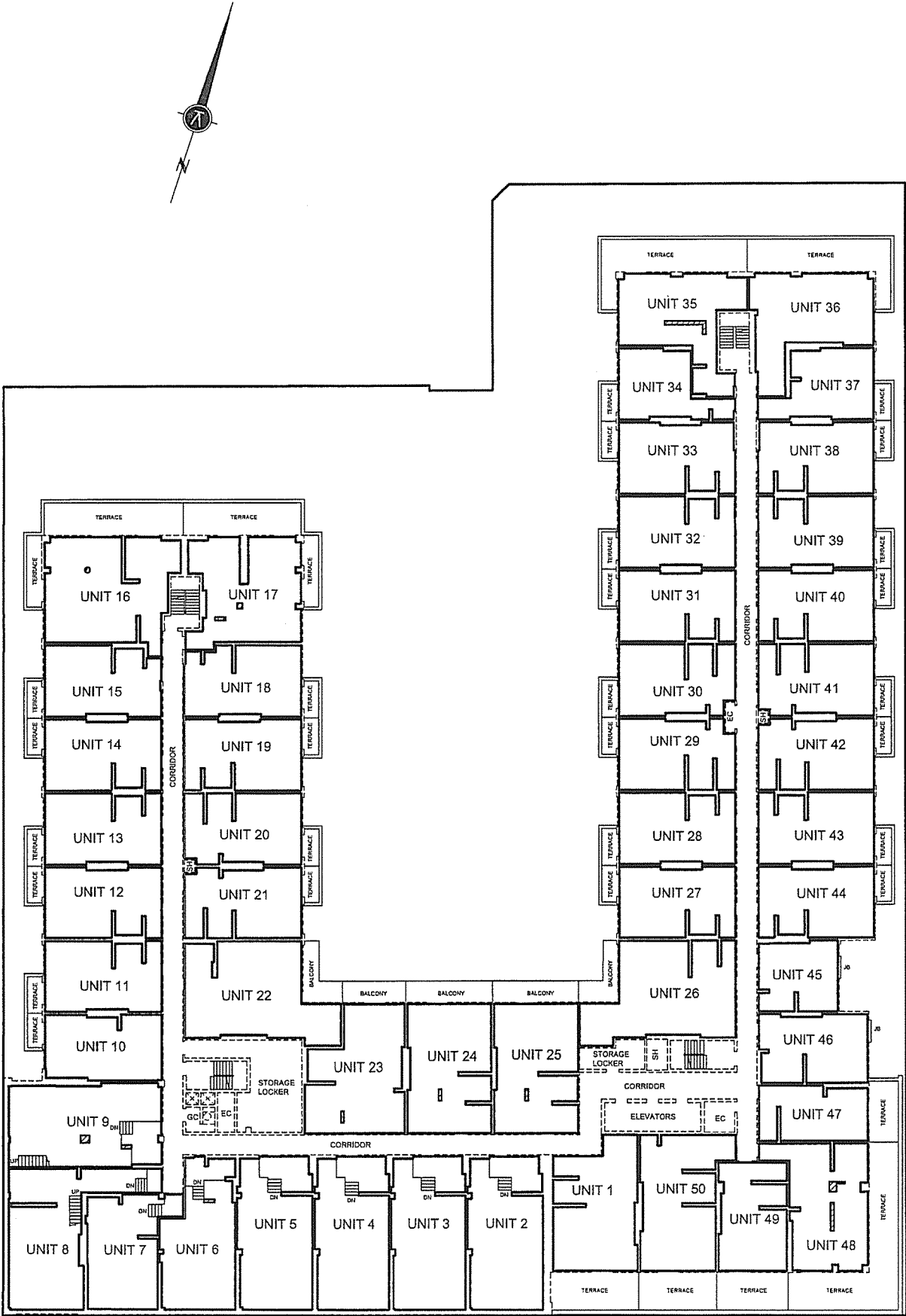
LEVEL 3
UNITS 1 TO 38 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 31, 32, 33 AND 34 ON LEVEL 2

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BOOTH AVENUE

LOGAN AVENUE

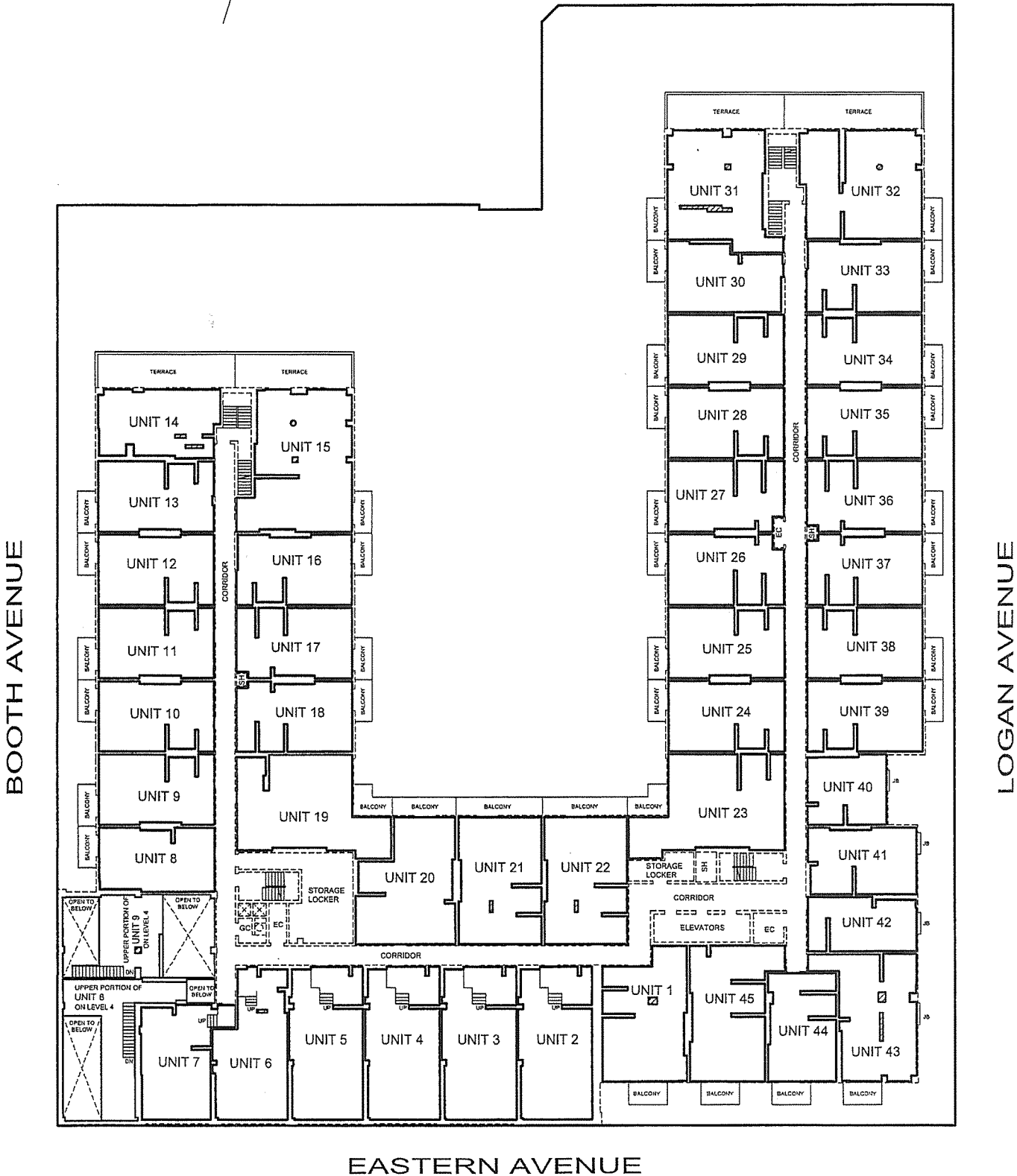
EASTERN AVENUE



- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

LEVEL 4
UNITS 1 TO 50 INCLUSIVE (RESIDENTIAL)

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LEVEL 5
UNITS 1 TO 45 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 8 AND 9 ON LEVEL 4

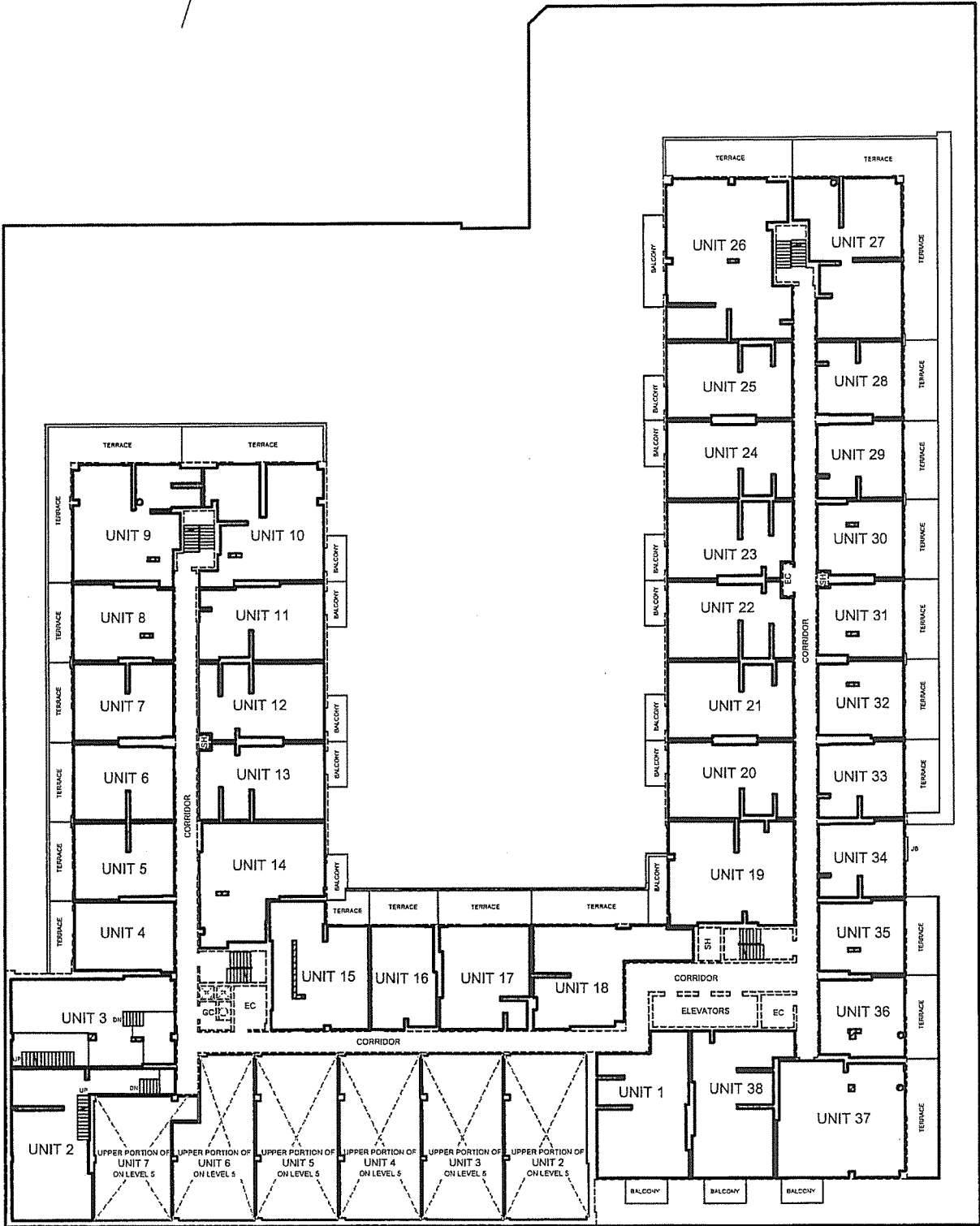
- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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BOOTH AVENUE

LOGAN AVENUE



EASTERN AVENUE

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

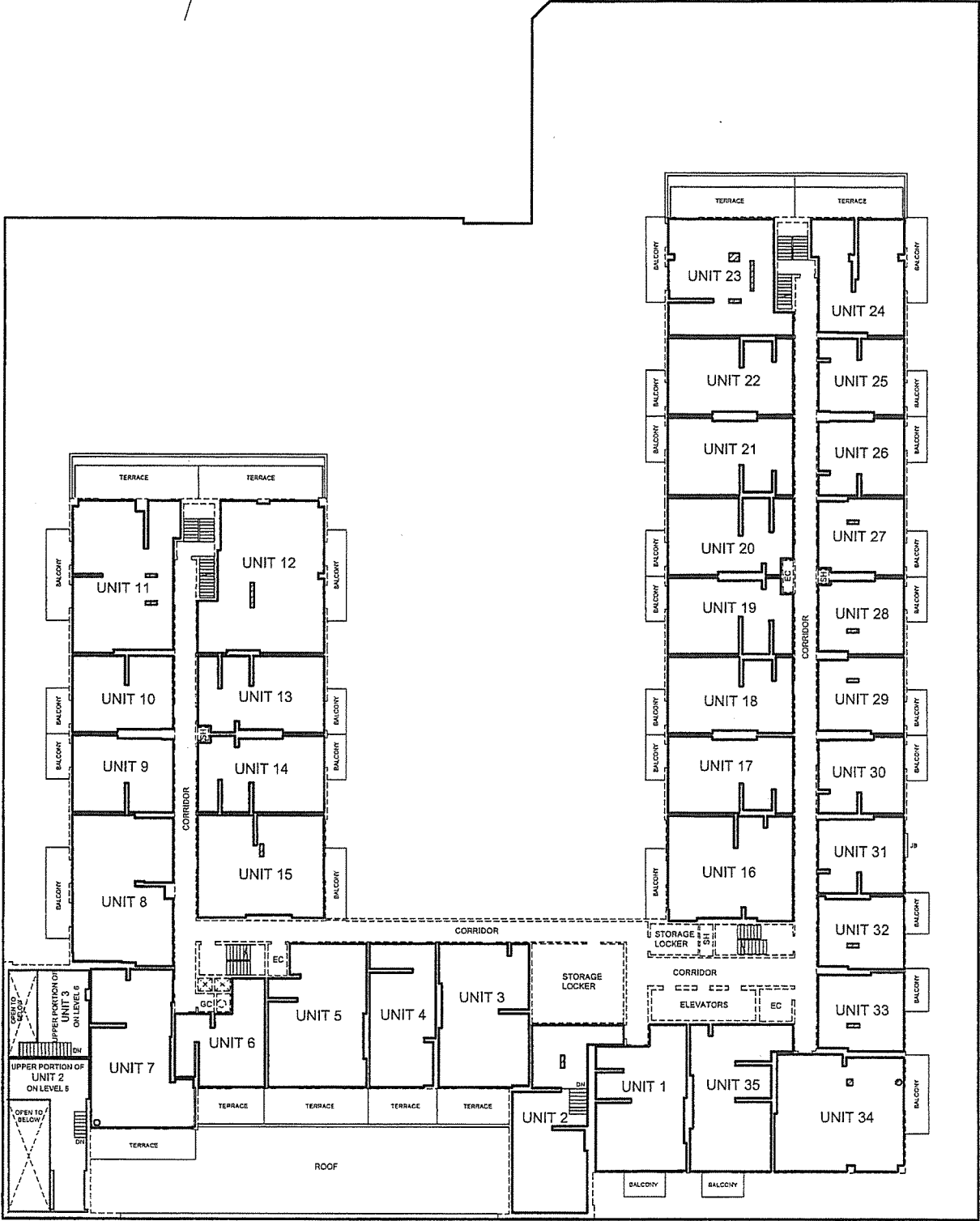
LEVEL 6
UNITS 1 TO 38 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 2 TO 7 INCLUSIVE ON LEVEL 5

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BOOTH AVENUE

LOGAN AVENUE



EASTERN AVENUE

LEVEL 7
UNITS 1 TO 35 INCLUSIVE (RESIDENTIAL)
UPPER PORTION OF UNITS 2 AND 3 ON LEVEL 6

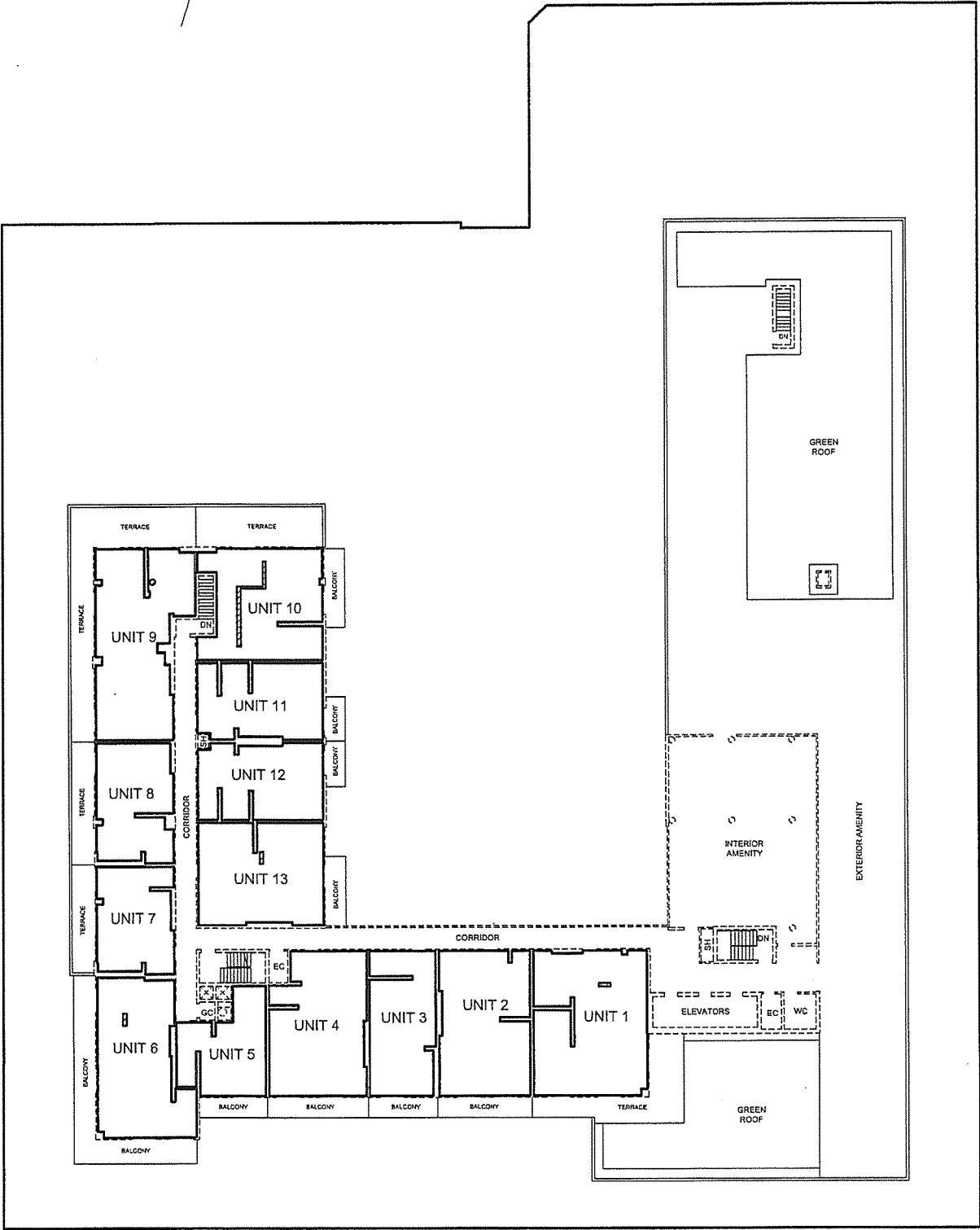
- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - GC DENOTES GARBAGE CHUTE
 - JB DENOTES JULIET BALCONY
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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BOOTH AVENUE

LOGAN AVENUE

EASTERN AVENUE



LEGEND

- UP DENOTES STAIRS UP
- DN DENOTES STAIRS DOWN
- ELEV DENOTES ELEVATOR
- SH DENOTES SHAFT
- EC DENOTES ELECTRICAL CLOSET
- GC DENOTES GARBAGE CHUTE
- DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

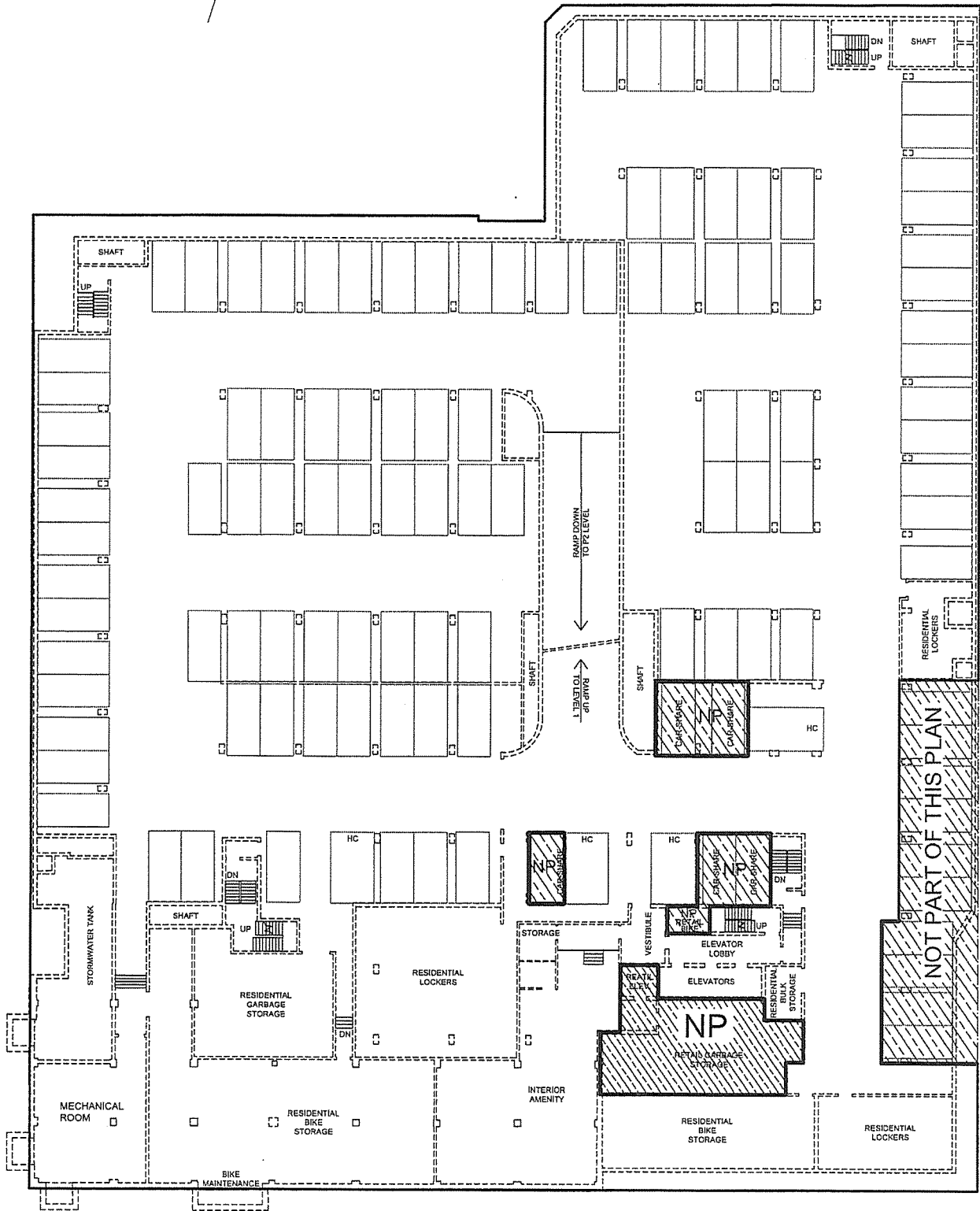
LEVEL 8
UNITS 1 TO 13 INCLUSIVE (RESIDENTIAL)

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BOOTH AVENUE

LOGAN AVENUE



EASTERN AVENUE

LEVEL A (P1)
NO UNITS

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - ELEV DENOTES ELEVATOR
 - SH DENOTES SHAFT
 - EC DENOTES ELECTRICAL CLOSET
 - HC DENOTES ACCESSIBLE PARKING
 - /// DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT
 - NP DENOTES NOT PART OF THIS PLAN

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SCHEDULE XIII

A copy of the schedule that the Declarant
intends to deliver to the board under clause 43(5)(h) of the Act

STANDARD UNIT DEFINITION
SECTION 43(5)(h) OF THE CONDOMINIUM ACT, 1998

The following is the schedule setting out what constitutes a standard unit for each class of unit that the Declarant intends to deliver to the Corporation pursuant to Section 43 (5) (h) of the Act, for the purpose of determining the responsibility for repairing improvements after damage and insuring them, as required pursuant to Section 43 (5) (h) of the *Condominium Act*.

Residential Units

Each standard residential unit shall be deemed to consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- closet doors and interior doors
- bathroom exhaust fan vented to exterior
- HVAC units, including without limitation, energy recovery ventilators, distribution systems and thermostat
- smoke alarm detector(s)
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures
- pre-wiring for internet, telephone and cable outlets
- upper side of unfinished floor deck, under side of unfinished ceiling structure surface and unfinished drywalled interior walls

For greater certainty, and without limiting anything herein, the following are EXCLUDED from the definition of a standard residential dwelling unit:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum
- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation, tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential unit. The Corporation shall insure and repair a residential unit after damage only to the level of a standard residential unit.

Other Units

The standard unit for each other type of Units in the Condominium shall be deemed to consist of: NIL.

