

28eastern

Alterra-Finer (Corktown) Ltd.

**Condominium
Documents**

**INDEX TO THE DISCLOSURE STATEMENT AND ACCOMPANYING DOCUMENTS
FOR THE
"28 Eastern" Condominium Project**

The following documentation is being provided by **ALTERRA-FINER (CORKTOWN) LTD.** (hereinafter referred to as the "**Declarant**") with respect to the proposed freehold standard condominium being marketed as the "**28 Eastern**" project, municipally located at **28 Eastern Avenue, Toronto, Ontario** (hereinafter referred to as this or the "**Condominium**" or the "**Corporation**"), prepared in accordance with the provisions of *The Condominium Act 1998*, S.O. 1998, as amended, and the regulations promulgated thereunder (hereinafter collectively referred to as the "**Act**");

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1.	The table of contents to the disclosure statement dated July 10, 2020;	1 - 5
2.	The disclosure statement dated July 10, 2020, including a proposed site plan sketch of the site (annexed as Schedule "A" thereto) and the proposed rules (annexed as Schedule "B" thereto);	6 - 45
3.	The proposed declaration;	46 - 133
4.	The proposed by-law no. 1 (being a general organizational by-law which includes, amongst other things, the standard unit definition for repair and insurance purposes, and proposed procedures for mediating disputes);	134 - 154
5.	The proposed by-law no. 2 [being a by-law authorizing this Condominium to enter into an assumption agreement with the Declarant (and possibly with the City of Toronto), pursuant to which the Condominium shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements heretofore or hereafter entered into with the City of Toronto];	155 - 158
6.	The proposed by-law no. 3 [authorizing the Corporation to enter into the License Agreement with the Sackville Owners, and also authorizing the Condominium to enter into a Shared Facilities Agreement with the Sackville Owners, (if and when Section 21.1 (1) of the Act has been proclaimed enacted), on terms and provisions substantially similar to those set forth in the License Agreement and any other terms as may be required by the Act;	159 - 172
7.	The proposed by-law no. 4 [authorizing the Corporation to enter into a ground water discharge agreement with the City of Toronto, as and when requested to do so by the City of Toronto, and to pay all ground water discharge fees which may be charged or exacted by the City of Toronto in connection therewith, as well as all costs and expenses incurred in connection with the monitoring of any such ground water, and in connection with the operation, maintenance and/or repair of any ground water drainage system so installed within the confines of this Condominium];	173 - 194
8.	The proposed by-law no. 5 [authorizing the Corporation to permit unit owners to vote electronically];	195 - 197
9.	The proposed by-law no. 6 [being a by-law authorizing this Condominium to enter into an assumption agreement with the Declarant (and possibly with the owner of 465 King as a party but not a signatory), pursuant to which the Condominium shall formally abide by all outstanding covenants and restrictions of the Declarant arising under the Restrictive Covenant registered against the Condominium lands for the benefit of 465 King Street, City of Toronto];	198 - 220
10.	The proposed management agreement, between the Condominium and Del Property Management Inc.;	221 - 226
11.	The proposed rules governing the use and enjoyment of the units and common elements within the Condominium;	227 - 230
12.	The proposed budget statement for the one year period immediately following the registration of the Condominium; and	231 - 245
13.	Provident Submetering Services Agreement (Condominium), between the Corporation, Provident and the Condominium.	246 - 265

The disclosure statement contains important information about the proposed 28 Eastern condominium project, as required to be provided to all unit purchasers pursuant to the provisions of Section 72 of the Act (and Section 17 of O.Reg. 48/01). Since the information contained in the disclosure statement, and in the foregoing condominium documents accompanying same, is sufficiently important to enable a prospective unit purchaser to make an informed decision as to whether or not to enter into an agreement of purchase and sale for the purchase of a proposed unit in the above-noted project and/or to proceed with the completion of said transaction, all unit purchasers (and prospective unit purchasers) are therefore urged to read all of the documents enclosed herewith in their entirety, and to review same thoroughly with their legal and financial advisors.

DISCLOSURE STATEMENT

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

Declarant's name: ALTERRA-FINER (CORKTOWN) LTD.

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

Brief legal description of the property/proposed property:

Part of the following lands and premises:

Firstly: LT 19-20 PL 242E TORONTO; PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA624156, having property identifier number **PIN 21079-0110**;

Secondly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA658784, **together with** a free and uninterrupted right of way in common with others entitled thereto for persons, animals and vehicles, through, along and over that certain parcel and tract of land situate, lying and being in the City of Toronto, being composed of PT LT 18, Plan 242-E as in Instrument No. CA658784, having property identifier number **PIN 21079-0111**; and

Thirdly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 13 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 14 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 , TORONTO AS IN ES55704, ES55364 AND ES40777 having property identifier number **PIN 21079-0120**

(With the Firstly, Secondly and Thirdly lands registered in the Land Titles Division of the Toronto Registry Office (No. 66).

Mailing address of the property/proposed property: 28 Eastern Avenue, Toronto, Ontario

Municipal address of the property/proposed property: 28 Eastern Avenue, Toronto, Ontario

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

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

Purchasers should review all documentation.

In this Table of Contents,

- "unit" or "units" include proposed unit or units;
- "common elements" includes proposed common elements;
- "common interest" includes a proposed common interest; and
- "property" includes proposed property.

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

	MATTER		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed declaration, by-laws, rules or other material in the disclosure statement
1	The Corporation is a freehold condominium corporation that is a standard condominium corporation.		<i>Refer to:</i> Article B on page 1 of the disclosure statement Section 3 on page 5 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"/>	<i>Refer to:</i> Article F on page 24 of the disclosure statement

3	<p>The common elements and the dwelling 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.</p> <p><i>Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the Ontario New Home Warranties Plan Act.</i></p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article F on page 24 of the disclosure statement</p> <p>Note to purchasers of commercial/retail units - The <i>Ontario Home Warranties Plan Act</i> does not apply to commercial/retail units and therefore the commercial/retail unit are not (and are not intended to be) enrolled in the Plan.</p>
4	<p>A building on the property, or one or more units, has been converted from a previous use.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Articles E and G on page 24 of the disclosure statement</p>
5	<p>One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article D, section 2 on pages 5, 10 and 11 of the disclosure statement, Article H on page 24 of the disclosure statement, and Article V on pages 32 and 33 of the disclosure statement</p> <p>Section 30 on pages 30 to 32 of the declaration, section 33 on pages 36 to 41 and section 35 on page 42 of the declaration</p>
6	<p>A provision exists with respect to pets on the property.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Paragraphs 20 (a) and (b) of the Rules</p>
7	<p>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.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article D (sections 1 and 2 thereof) on pages 1 to 24 inclusive of the disclosure statement, and Article II on pages 24 - 25 of the disclosure statement, and Article V on pages 32 and 33 of the disclosure statement</p> <p>Sections 16 to 21, on pages 9 to 18 of the declaration, sections 22 to 38 on pages 18 to 44 of the declaration</p>
8	<p>The declarant intends to lease a portion of the units.</p> <p><i>If yes, add: The portion of units to the nearest anticipated 25%, that the declarant intends to lease is: 25%</i></p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article J on pages 25 and 26 of the disclosure statement</p> <p>Sections 34 to 38 inclusive on pages 42 to 44 of the declaration</p>

9	<p>The common interest appurtenant to one or more units differs in an amount of 10% or more from that appurtenant to any other unit of the same type, size and design.</p> <p><i>(if yes, identify the units where this difference exists and what the difference is, expressed as a percentage)</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Schedule "D" to the declaration (comprising pages D-1 and D-2 thereof).</p> <p>Refer to the first year budget statement</p>
10	<p>The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10% or more from that required of the owner of any other unit of the same type, size and design.</p> <p><i>(if yes, identify the units where this difference exists and what the difference is, expressed as a percentage)</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Schedule "D" to the declaration (comprising pages D-1 and D-2 thereof).</p> <p>Refer also to the first year budget statement</p>
11	<p>One or more units are exempt from a cost attributable to the rest of the units.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Refer also to the first year budget statement</p>
12	<p>There is an existing or proposed by-law establishing what constitutes a standard unit.</p> <p><i>If no add: Under clause 43(5)(h) of the Condominium Act, 1998, the declarant is required to deliver to the board a schedule setting out what constitutes a standard unit.</i></p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Section 9.01(g) of by-law no. 1, and Appendix A-1 (for dwelling units) and Appendix A-2 (for commercial/retail units) to by-law no. 1</p> <p>Article W on page 37 of the disclosure statement</p>
13	<p>Part or the whole of the common elements are subject to a lease or a licence.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article D on pages 8 to 9 of the disclosure statement</p>
14	<p>Parking for owners is allowed:</p> <p>(a) in or on a unit;</p> <p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p><i>if yes to any of clauses (a), (b) and (c) above, add:</i></p> <p>There are restrictions on parking.</p>	<p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article D, section 1 on pages 15 of the disclosure statement, Section 31 on pages 32 to 36 of the declaration</p> <p>Paragraph 15 of the Rules</p> <p>See Section 27 on pages 26 to 28 of the declaration and Section 31 on pages 32 to 36 of the declaration</p>
15	<p>Visitors must pay for parking.</p> <p><i>(if yes, the anticipated costs are \$.....)</i></p> <p>There is visitor parking on the property.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article D, section I on page 14 of the disclosure statement, and Article X on page 37 of the disclosure statement</p> <p>Section 23 (k) on page 20 of the declaration</p>
16	<p>The declarant may provide major assets and property, even though it is not required to do so.</p> <p><i>(if yes, identify the major assets and property involved).</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article Y on page 37 of the disclosure statement</p>

<p>17</p>	<p>The Corporation is required:</p> <p>(a) to purchase units or assets;</p> <p>(b) to acquire services;</p> <p>(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant.</p> <p><i>If the answer to (c) is yes, identify the agreements and leases involved:</i></p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>Yes No <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p><i>Refer to:</i> Article Z on page 34 of the disclosure statement. However, see Section 31 (j) (ii) of the declaration at pages 34 to 36 for the Corporation's option to purchase the Sackville Owned Parking Units</p> <p>Article N(a) to (d) on pages 26 to 29 inclusive of the disclosure statement</p> <p>a) a proposed management agreement with Del Property Management Inc.;</p> <p>b) a proposed utility monitoring agreement with Provident Energy Management Inc.;</p> <p>c) the License Agreement with the Sackville Owners (or in the alternative, an assumption of the License Agreement)</p> <p>d) the Ground Water Discharge Assumption Agreement with the City of Toronto;</p> <p>e) an assumption of the Restrictive Covenant in favour of the owner of 465 King; and</p> <p>f) the Car Share Agreement with the Car Share Provider (or in the alternative, an assumption of the Car Share Agreement entered into by the Declarant and the Car Share Provider)</p>
<p>18</p>	<p>The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.</p> <p><i>If yes, complete the following:</i></p> <p>(2) The declarant has made representations respecting the future use of the land.</p> <p>(3) Applications will be submitted to an approval authority respecting the use of the adjacent lands.</p>	<p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>Yes No <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p><i>Refer to:</i></p> <p>Article AA on page 34 of the disclosure statement</p>

19	To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation, or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Refer to: Article O on page 30 of the disclosure statement
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The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale [and the complete text of sections 73 and 74 of the Act outlining the purchaser's rescission rights (both initially upon the receipt of the disclosure statement, and thereafter consequent upon a material change in the disclosure statement)] are reproduced in Article T on pages 36 to 37 of the disclosure statement.

This disclosure statement is made this 10th day of July 2020.

DISCLOSURE STATEMENT

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

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

A. DATE OF DISCLOSURE STATEMENT

This disclosure statement is made as of the 10th day of July, 2020.

B. TYPE OF CORPORATION

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

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

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

DECLARANT: ALTERRA-FINER (CORKTOWN) LTD.
920 Yonge Street
Toronto, Ontario
M4W 3C7

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

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. _____ :

Mailing and Municipal Address: 28 Eastern Avenue
Toronto, Ontario

D. GENERAL DESCRIPTION OF THE PROPOSED PROPERTY

SECTION 1 - DESCRIPTION OF THE BUILDING AND UNITS

The above-noted condominium proposed to be developed by ALTERRA-FINER (CORKTOWN) LTD. (hereinafter referred to as the "Declarant") is intended to comprise a 12 storey (plus mechanical penthouse) mixed-use condominium with a mezzanine level and comprising approximately 379 dwelling units, 2 commercial/retail units (together with approximately 101 parking units, approximately 2 parking /locker units, approximately 283 locker units and other ancillary units) together with approximately 3 car share parking spaces comprising common elements, approximately 340 bicycle storage spaces for residential occupants comprising common elements which will be dispersed throughout level 1, the mezzanine level and level A(P1) of this Condominium, approximately 38 residential visitors bicycle storage spaces on level 1, 3 long term retail bicycle storage spaces on level 1 and 6 short term retail bicycle storage spaces on level 1, and having the main entrance residential lobby located at the ground floor level of the Condominium fronting on the west side of Sackville Street (which condominium is hereinafter collectively referred to as this or the "Condominium" or this or the "Corporation" or the "Condominium Corporation").

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

Firstly: LT 19-20 PL 242E TORONTO; PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA624156, having property identifier number PIN 21079-0110;

Secondly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA658784, together with a free and uninterrupted right of way in common with others entitled thereto for persons, animals and vehicles, through, along and over that certain parcel and tract of land situate, lying and being in the City of Toronto, being composed of PT LT 18, Plan 242-E as in Instrument No. CA658784, having property identifier number PIN 21079-0111; and

Thirdly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 13 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 14 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN ES55704, ES55364 AND ES40777 having property identifier number PIN 21079-0120

(With the "firstly", "secondly" and "thirdly" lands hereinafter collectively referred to as the "Real Property" or the "Lands" or the "Condominium Lands").

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

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

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

The Declarant reserves the right to increase or decrease the final number of dwelling, commercial/retail, parking, parking/locker, locker and/or other ancillary units intended to be created within this Condominium, as well as the right to substitute any level in this Condominium with an alternate floor plate containing a modified design of units and/or a modified number of units on the level [which change(s) would necessitate a re-allocation of each owner's proportionate percentage of the common expenses, and with the first year budget being modified accordingly], together with the right to alter the design, style, size and/or configuration of the commercial/retail units and/or any of the dwelling units ultimately comprised within this Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole and unchallenged discretion, provided that the final budget for the first year following registration of this Condominium is prepared in such a manner so that any such variance in the commercial/retail unit and/or dwelling/parking/parking/locker, locker and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the retail unit, dwelling, parking, parking/locker and/or locker units sold prior to the date that any such variance is implemented by the Declarant. In addition, purchasers are hereby advised that one or more adjacent dwelling units in this Condominium may be combined or amalgamated prior to the registration of this Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall dwelling unit count will be varied and adjusted accordingly. Purchasers are further advised that during any minor variance and/or site plan approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling and/or retail units comprising the Condominium) may vary, and the location of the Condominium's proposed access and egress, recreational facilities and amenities may likewise be altered, all without adversely affecting the floor plan layout, design and size of the interior of units. **None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to this disclosure statement and the Purchaser shall be obliged to complete his/her transaction notwithstanding the foregoing, without any abatement in the purchase price, and without any entitlement to a claim for damages or other compensation whatsoever. Purchasers shall be estopped from opposing any of the aforementioned application(s) for additional units and/or storeys, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or an increase in the height of the Condominium and/or an increase in the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever.**

Access and Use of the Underground Garage

Purchasers are advised that the underground parking garage that serves this Condominium shall be accessible from grade (level 1) by the residential unit owners and respective tenants and permitted occupants, as well as by the owner(s) of the commercial/retail units and their tenants and/or employees (but not by any customers of the commercial/retail units and/or by the general public). The underground garage shall also be accessible by any Sackville Owner (as hereinafter defined) who has exercised his or her option to purchase one (1) parking unit in the Condominium (of which there are currently three Sackville Owners which intend to exercise their option to purchase one (1) parking unit in the Condominium). Sackville Owners who purchase a parking unit from the Declarant and their respective successors, shall be provided with a key/fob to access the lobby area of the Condominium and the common element areas on levels I, A and B (as the case may be) reasonably necessary in order to provide access to and egress from any Sackville Owned Parking Units. Tenants and occupants of the Owner's Property shall not be permitted to use the Sackville Owned Parking Units.

Purchasers are further advised that the Condominium's underground parking garage shall also be accessible to members of the Car-Share Provider (as hereinafter defined) which members will not be unit owners of this Condominium (herein referred to as the "Other Car-Share Members") and each of which shall have the right to access the Condominium's parking garage to use the car share passenger vehicles parked in the underground garage, including the right to access the common elements of the Condominium as may be reasonably necessary to park and otherwise use the said car-share passenger vehicles, subject to such reasonable restrictions as may be imposed by the concierge retained by the Condominium.

Use of the Shared Amenity Spaces

This Condominium shall have the benefit of the recreational facilities and other specific amenity areas forming part of the common elements (portions of which are physically situate and/or accessible from levels A(P1), the mezzanine level 2 and the rooftop level of the Condominium and comprising or containing the following:

- i) Vestibule(s) and a lobby situate on level 1 with an onsite concierge;
- ii) a multi-purpose/party room with t.v. room, men's and women's washrooms, all of which amenities and facilities are situate on the mezzanine level;
- iii) co-working space on the mezzanine level;
- iv) pet wash station on level A (P1) of the underground garage;
- v) family room on mezzanine level;
- vi) passive programmed seasonal outdoor amenity area on 2nd level accessible from level 2; and
- vii) outdoor rooftop amenity area on roof top level;

together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreational and amenity areas from time to time (hereinafter collectively referred to as the "Shared Amenity Spaces"), and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant, the respective owners, residents, tenants and invitees of the dwelling units in the Condominium and the registered owners (hereinafter individually known as a "Sackville Owner" and collectively as the "Sackville Owners") of those lands and premises on Sackville Street, Toronto municipally known as 21, 23, 25, 27, 29, 31 and 33 Sackville Street, Toronto (hereinafter referred to as the "Owner's Property"). A "Sackville Owner" shall also include the Sackville Owner's spouse and/or a single dependent, (hereinafter referred to as a "Permitted Invitees") provided that no more than four (4) persons per each Sackville Owner. For purposes of clarity, where there is more than one person listed as a registered owner in the parcel register of an Owner's Property, the term "Sackville Owner" shall be read as a reference to those persons collectively as a single "Sackville Owner" and not to each person individually. Tenants and/or occupants of the Sackville Owners and/or of the Owner's Property shall not, under any circumstances, be given access to any of the Shared Amenity Spaces.

Purchasers are advised that each Sackville Owner (whether or not the Sackville Owner purchases a parking unit in the Condominium, as more particular hereinafter set forth in this Disclosure Statement) shall be provided with a non-exclusive, personal right of access to the Condominium's Shared Facility Spaces at no cost to the Sackville Owner, except as provided for in the declaration and in a license agreement to be entered into by the Condominium and each Sackville Owner (hereinafter referred to as the "License Agreement"). The execution and delivery of the License Agreement by the Sackville Owner to the Condominium shall be a pre-condition to accessing the Shared Facility Spaces, which agreement shall provide as follows:

- a) the license and rights granted shall be for the benefit of the Sackville Owner and the Permitted Invitees, provided that no more than four (4) persons per Sackville Owner shall have access to the Condominium's recreational and amenity space(s) at any given time;
- b) the right shall be non-transferable (except as provided in subparagraph e) below) and will end on the date on which the Sackville Owner sells or transfers the Sackville Property other than to a related person (as defined in the Income Tax Act) to whom the Sackville Owner also assigns the Sackville License Agreement;
- c) the right of access will be governed by the declaration, by-laws and rules and regulation of the Condominium Corporation (hereinafter collectively the "**Condominium Governing Documents**") and of its property manager;
- d) The Sackville Owner shall contribute to the Condominium's cost of operating, maintaining and repairing such Shared Amenity Spaces, which contribution shall be equal to the lesser of: (a) the monthly common expense amount attributable to a parking unit; or (b) an amount calculated by multiplying the per square foot contribution by the area of a parking unit, but no greater than the per square foot contribution required of an owner of a dwelling unit in the Condominium (hereinafter referred to as the "**License Fee**"), unless a Sackville Owner owns a Sackville Owned Parking Unit, in which case, such Sackville Owner while owning the Sackville Owned Parking Unit, shall not be required to pay a License Fee; and
- E) provided however, if a Sackville Owner does not purchase a parking unit from the Declarant, or if a Sackville Owner purchases a parking unit from the Declarant but subsequently transfers the parking unit, such Sackville Owner shall, in addition to entering into the License Agreement, comply with the provisions of Section 21.1 (1) of the Condominium Act 1998 (Ontario) (hereinafter referred to as the "**Act**") (*once such provisions have been proclaimed enacted*) and also enter into a shared facilities agreement (hereinafter referred to as the "**Shared Facilities Agreement**") with the Condominium Corporation as a precondition of being provided access to the Condominium's Shared Amenity Spaces. Such Shared Facilities Agreement must meet the prescribed requirements of S 21.1 (1) of the Act, and may include, without limitation, a requirement that the Sackville Owner contribute to the Condominium's cost of operating, maintaining and repairing such shared amenities, which contribution shall be calculated on the same basis as the License Fee, and which shall be no greater than the per square foot contribution required of a owner of a dwelling unit in the Condominium. The Shared Facilities Agreement shall, at the option of the Condominium Corporation, be registered in accordance with the regulations but shall in no event include easements or other rights appurtenant to or benefiting any land owned by the Sackville Owner, it being the intention that the rights of the Sackville Owner to access the Shared Amenity Spaces be personal to a Sackville Owner and subject to the provisions hereinbefore set out.

Purchasers are advised that the Condominium shall be obliged to enter into the License Agreement with each Sackville Owner (or in that alternative, enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the License Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "**Sackville License Assumption Agreement**"). In addition, Purchasers are advised that the Condominium shall, once Section 21.1 (1) of the Act has been proclaimed enacted, enter into a Shared Facilities Agreement with each Sackville Owner on terms and provisions substantially similar to those set forth in the License Agreement together with such other terms and provisions as reasonably required by the provisions and regulations of the Act, or in the alternative, shall enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under each Shared Facilities Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "**Shared Facilities Assumption Agreement**"). Purchasers are advised that S 21.1 (1) of the Act has not been proclaimed as enacted as of the date of this Disclosure Statement.

Acquisition of Parking Units by the Sackville Owners

Purchasers are advised that the underground parking garage that serves this Condominium shall be accessible from grade (level 1) by the residential unit owners and respective tenants and permitted occupants, as well as by the owner(s) of the commercial/retail units and their tenants and/or employees (but not by any customers of the commercial/retail units and/or by the general public). The underground garage shall also be accessible by any Sackville Owner who has exercised an option to purchase one (1) parking unit in the Condominium (of which there are currently three Sackville Owners which intend to exercise their option to purchase one (1) parking unit in the Condominium). Purchasers are advised that a transfer of a parking unit to a Sackville Owner shall be subject to a requirement that the Sackville Owner either grant the Declarant and/or the Condominium Corporation, as the case may be, a right of first refusal to purchase the parking unit so transferred which right of first refusal shall be in favour of the Declarant, or in the case of the Condominium, an option to purchase a parking unit, and registered on title to the parking unit so acquired by the Sackville Owner (hereinafter referred to as the "**Sackville Owned Parking Unit**"). The Declarant's right of first refusal and the Condominium's option to purchase, shall in each case be registered on title to the Sackville Owned Parking Unit. Purchasers are advised to refer to Section 31 of the proposed declaration included in this Disclosure Statement for further details. In the event that the right of first refusal granted to the Declarant, or the option to purchase granted to the Condominium, is not exercised, as the case may be, the Sackville Owner shall then be permitted to transfer the parking unit to a bona fide purchaser of the Owner's Property, who will then have the same rights of access to the Sackville Owned Parking Unit as the original Sackville Owner in accordance with the terms of the Condominium declaration. Sackville Owners who purchase a parking unit from the Declarant and their respective successors, tenants and/or permitted occupants shall be provided with a key/fob to access the lobby area of the Condominium and the common element areas on levels 1, A and B (as the case may be) reasonably necessary in order to provide access to and egress from any Sackville Owned Parking Units. Any lease, instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of a Sackville Owned Parking Unit in contravention of the applicable provisions of the declaration shall be null and void.

In addition to the foregoing, Sackville Owners shall not be permitted to use, acquire and/or own any parking unit and/or parking/locker unit in the Condominium designated as a Handicapped Parking Unit and/or as an Electrical Parking Unit. Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Handicapped Parking Unit(s) and/or any Electrical Parking Unit(s) to a Sackville Owner shall be automatically null and void, and of no force or effect whatsoever.

Restrictive Covenant in favour of 465 King Street

Purchasers are advised that title to the Condominium Lands shall be subject to a restrictive covenant (hereinafter referred to as the "Restrictive Covenant") in favour of the unit 10, level 1 in York Condominium Plan No. 389; PT LT 12 & PT LT 13 S/S King ST E & PT LT 2 N/S EASTERN AVE PLAN 108, PT 1 66R10005, AS IN SCHEDULE 'A' OF DECLARATION B585949, CITY OF TORONTO (hereinafter referred to as the "**Dominant Tenement**" or "**465 King**"), which restrictive covenant includes, prohibitions and restrictions intended, amongst other matters, to prevent excessive noise and overlook onto the Dominant Tenement and which restrictive covenant shall run with the Condominium Lands, in perpetuity (or the maximum period enforceable by law and in any event not less than 99 years) for the benefit of the Dominant Tenement and for any person who may from time to time own, lease or otherwise have an interest in any part of the Dominant Land (including a chargee of the Dominant Tenement) and their respective successors and assigns, and shall include the following restrictions binding upon the Condominium, namely:

1. The Condominium (referred to in the Restrictive Covenant as the "*Burdened Owner*") shall not construct balconies, terraces and/or green roofs upon the Condominium Lands that are visible from the residential and commercial lands and a building with the municipal address 465 King Street E (ie the Dominant Tenement) unless constructed with standard frosted or grey/white opaque balcony glazing with an approximate height of 2 inches to 39 inches above the balcony slab, except any glass on balconies facing west on Gilead Street do not have to be frosted or opaque;
2. The Condominium shall not construct, configure or alter the second storey outdoor common amenity area (hereinafter the "**Second Storey Area**") unless it installs fixed metal or precast planters and tall artificial plants to prevent excessive noise and overlook onto 465 King. Planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance or maintenance purposes. The Second Storey Area shall not be used for outdoor events or allow amplified sound.
3. The fifth floor (level 5) green roof (the "**Green Roof**") shall not be used as an amenity space. The Green Roof shall not be used or accessed by residents or visitors to the Condominium;
4. The Condominium shall not install or permit outdoor speakers or amplification in common areas of the Condominium, but this restriction shall not apply to private balconies or to the rooftop amenity space facing Eastern Avenue;
5. The Condominium shall not permit private garbage and recycling vehicles and delivery trucks servicing the Condominium to access the Condominium between 11:00 pm and 7:00 am;
6. The Condominium's declaration, bylaws, rules and regulations shall, at all times, contain the following provisions and restrictions:
 - a. planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance purposes;
 - b. the Second Storey Area shall not be used for outdoor events or amplified sound;
 - c. any use of the Second Storey Area other than as a quiet area is prohibited; and
 - d. a prohibition on use of the Green Roof as an amenity space and prohibiting access and use of the Green Roof by residents and visitors to the Condominium.

A copy of the Restrictive Covenant to be registered against the Real Property is affixed as a Schedule to proposed bylaw no. 6, a copy of which is included in this Disclosure Statement. The Condominium shall, immediately after registration under the Act, be obliged to enter into an assumption agreement with the Declarant (and with the owner of the Dominant Tenement as a party, but not as a signatory thereto, but enforceable by the owner of the Dominant Tenement directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinafter referred to as the "**Restrictive Covenant Assumption Agreement**").

Car Share Spaces

Purchasers are advised that there are three (3) car share spaces located in the Condominium forming part of the common elements and that Declarant intends to enter into a car-share agreement with a car share services provider to be determined by the Declarant (such provider hereinafter referred to as the "**Car Share Provider**" and such agreement herein referred to as the "**Car Share Agreement**") for purposes providing car share services to the residential dwelling unit owners, tenants and occupants of the Condominium. Under no circumstances shall a Sackville Owner (whether or not such Sackville Owner is also a registered owner of a Sackville Owned Parking Unit) have access to (or have right to use) any of the car share services provided by Car Share Provider in this Condominium. The Corporation shall be obligated to execute an assumption agreement with the Declarant and with the Car Share Provider as a party (but not as a signatory) thereto, but nevertheless enforceable by the Car Share Provider against the Corporation (subject to the Condominium's rights of termination) (hereinafter referred to as the "**Assumption of the Car Share Agreement**"), in order to evidence and confirm the Condominium's assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under the Car Share Agreement and pursuant to which the dwelling unit owners of this Condominium will have access to a fleet of shared cars (owned, licensed, insured and maintained by the Car-Share Provider) that will be stationed at various locations across downtown Toronto, including passenger vehicles that will be provided by the Car Share Provider to be stationed and parked on-site in the car-share parking spaces within this Condominium. The car share parking spaces are intended for the use by the dwelling unit owners of this Condominium, provided however, members of the Car-Share Provider which are not unit owners in this Condominium (hereinafter referred to as the "**Other Car-Share Members**") shall have the right to access the Condominium's parking garage to use the Car Share Provider's passenger vehicles, including the right to access the common elements of the Condominium as may be reasonably necessary to park and otherwise use the said car-share passenger vehicles, subject to such reasonable restrictions as may be imposed by the security concierge retained by the Condominium. The Declarant and the Corporation shall have no responsibility or liability whatsoever with respect to the operation or administration of such car-share program, nor with respect to any charges imposed for use or participation in the program, nor with respect to the availability, quantity, quality or roadworthiness of any car-share vehicles involved in the program, nor with respect to any costs, claims, damages and/or liabilities arising or incurred in connection therewith.

A copy of the proposed Assumption of the Car Share Agreement is included with this disclosure statement.

Vehicular Access to the Condominium

Purchasers are advised that the Condominium is bounded by Sackville Street to the east, Eastern Avenue to the south and Gilead Place to the west each of which are owned by the City of Toronto. Vehicular access and egress to this Condominium will be off

the Sackville Street. Purchasers are advised that the Condominium shall not take any steps to object to any proposal by the City of Toronto for a bylaw that prohibits owners and occupants of dwelling units and/or the commercial/retail units in the Condominium from being eligible for, or being able to apply for any type of on-street parking permit.

Retail/Commercial Retail Units

The Condominium will contain a ground floor commercial/retail component comprising approximately 10,000 square feet of ground floor commercial/retail space that will be unitized to comprise two commercial/retail units on level 1 of the Condominium (hereinafter referred to as the "retail units" and sometimes as the "commercial/retail units").

No Superintendent Suite

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

Easements

The common elements of this Condominium may be subject to:

- a) one or more easements in perpetuity, in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "Telecommunication Service Providers"), over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of cable television, telephone, internet and/or telecommunication lines, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone, and/or telecommunication services to each of the units in this Condominium by the Telecommunication Service Providers, with each unit owner being separately billed or invoiced directly by the Telecommunication Service Providers for all cable television, telephone and telecommunication services so consumed, and if so requested by any or all of the Telecommunication Service Providers, title may also be subject to one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers pertaining to the provision of cable television, telephone and/or telecommunication services to this Condominium (hereinafter referred to as the "Telecommunication Agreements"), on the express understanding and agreement that:
 - (i) any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone, internet and/or telecommunication services to each of the units and the common elements of this Condominium; and
 - (ii) the aforementioned easements and/or the Telecommunication Agreements may specifically allow each of the Telecommunication Service Providers access to and from the common elements of this Condominium for the purposes of facilitating the promotion and marketing of their respective telecommunication services and products, from time to time;
- b) an easement to and in favour of the local electricity authority or provider, for provision of electricity services to the Lands; and
- c) an easement to and in favour of the local gas authority or provider for the provision of natural gas service to the Lands.

The Utilities and Metering of Dwelling Units in this Condominium

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

Each of the dwelling units in this Condominium shall be:

- i) serviced by (and equipped with) an individually-controlled and independently operated water source heat pump unit that will form part of the dwelling unit (whether located within or beyond the boundaries of such dwelling unit) and which will be connected to (and operated by) a central building mechanical plant situated on the roof of (or elsewhere within the confines of) this Condominium, which will provide heating and cooling services to each dwelling unit; and
- ii) individually check metered by way of an electricity check meter installed as an appurtenance to the dwelling unit, for its respective electricity consumption, so that the cost of each dwelling unit's electricity consumption (reflecting the electricity utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses.

Correspondingly, each of the commercial/retail units in this Condominium shall be:

- (i) serviced by (and equipped with) an individually controlled and independently operated water source heat pump unit or system, which will be connected to (and operated by) a central building mechanical plant situated on the roof of (or elsewhere within the confines of) this Condominium, which will provide heating and cooling services to each dwelling unit; and
- (ii) individually check metered for their respective water and electricity consumption, so that the cost of each commercial/retail unit owner's water and electricity consumption (reflecting the water and electricity utilized

or consumed by each owner's commercial/retail unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses.

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

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

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

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

Forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor(s) to read each of the hot and cold water and electricity check meters appurtenant to each of the dwelling units and appurtenant to the commercial/retail units, either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate, and the Utility Monitor(s) (as agent(s) for and on behalf of this Condominium) shall thereafter issue and submit its own separate periodic invoice(s) to:

- i) each of the dwelling unit owners, reflecting the cost of their respective hot and cold water and electricity consumption, the electricity consumption of their respective Electrical Parking Unit [with the cost of hot and cold water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto, and, if applicable, cost of electricity consumption by their respective Electrical Parking Unit), being hereinafter collectively referred to as each dwelling unit owner's "Proportionate Share of Residential Utility Consumption" or "P.S. R.U.C."]; and
- ii) each of the commercial/retail unit owners, reflecting the cost of their respective water and electricity consumption [with the cost of the water and electricity service so consumed by each of the commercial/retail units (and any exclusive use common element areas respectively appurtenant thereto) being hereinafter collectively referred to as each commercial/retail unit owner's "Proportionate Share of Commercial/Retail Utility Consumption" or "P.S.C.U.C."].

Each dwelling and commercial/retail unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C. or P.S.C.U.C. (as the case may be), on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "Due Date"). In the event that any unit owner fails to pay to the Utility Monitor his or her P.S.R.U.C. or P.S.C.U.C. (as the case may be), on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation (at common law, by statute, or in equity), the Corporation shall be entitled to:

- i) charge and levy interest against such owner (hereinafter referred to as the "Defaulting Owner") on such unpaid P.S.R.U.C. or P.S.C.U.C. (as the case may be), and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale, at a rate equal to twenty-four percent (24%) per annum, calculated monthly not in advance, with interest on the unpaid P.S.R.U.C. or P.S.C.U.C. (as the case may be) amount, commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;
- ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Owner for such unpaid P.S.R.U.C. or P.S.C.U.C. (as the case may be) amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Owner to the Corporation, and to recover same from the Defaulting Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or

- iii) maintain and enforce a lien against the Defaulting Owner's unit, as security for the payment of his or her P.S.R.U.C. or P.S.C.U.C. (as the case may be) amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "Utility Lien"), and such Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation. Moreover, all arrears of any check metered utilities (namely for water and electricity, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any Defaulting Owner(s), as and when said invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the Defaulting Owner's unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from, or negatively effect) the Corporation's Utility Lien and this Condominium's enforcement thereof in accordance with the foregoing provisions.

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

- i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Owner's dwelling unit which, at law, have priority over the Utility Lien;
- ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Utility Lien, and the ultimate sale of the Defaulting Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;
- iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.R.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
- iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Owner's dwelling unit after the registration of the Corporation's Utility Lien), in accordance with their respective priorities pursuant to the provisions of The Land Titles Act R.S.O. 1990, as amended, and any applicable provisions of the Act; and
- v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her heirs, estate trustees, successors or assigns.

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

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

As previously mentioned, the Condominium shall enter into a formal utility monitoring agreement or service agreement with Provident Energy Management Inc., to serve and act as the Utility Monitor for and on behalf of the Corporation, and its administration fee (to be charged with each monthly invoice to each unit owner during the first year following the registration of this Condominium) and covering its monitoring and invoicing services with respect to the individual check or consumption meters appurtenant to each of the units in this Condominium, shall be **\$24.85 per month plus HST, payable by each dwelling unit owner for dwelling units which have electricity and hot and cold water check meters, and by an owner of an Electrical Parking Unit which as electricity check meters and by the owner of commercial/retail units which have water and electricity check meters [unless such unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail), rather than in paper form, in which case the monthly fee will be discounted by \$1.00 per month to \$23.85 per month plus HST]**, which monthly fees are subject to change, from time to time, upon written notice from the Utility Monitor to the Condominium Corporation and/or to each of the unit owners in this Condominium, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada.

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

pre-authorized payment plan form, together with an unsigned cheque marked "void" from the Purchaser's bank account to be used for making all such payments to the Utility Monitor.

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

Each of the dwelling units and commercial/retail units in this Condominium will also be separately invoiced for their respective cable television and telephone services and internet service, each of which shall not comprise part of the common expenses but be paid by the unit owner in addition to the common expenses.

The Residential and Commercial/Retail Heating & Cooling Systems

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

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

Electrical Parking Units

Purchasers are advised that it is presently anticipated that this Condominium will contain approximately 23 electrical parking units situate throughout levels A (P1) and B (P2) that will accommodate (and correspondingly power or re-charge) an electric motor vehicle (with such parking units being hereinafter collectively referred to as the "Electrical Parking Units"). Each of the Electrical Parking Units will be completed by the Declarant with an electrical charger or charging station which will be affixed to a wall or pole/post near the Electrical Parking Unit to provide 220 volt service, and with an electricity check meter(s) installed as an appurtenance to the Electrical Parking Unit (in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle parked from time to time within any such Electrical Parking Unit, on a periodic basis). The supply and install of the electricity check meter shall be paid by any Purchaser acquiring the Electrical Parking Unit which cost shall be in addition to the Purchase Price plus applicable H.S.T. The owner of each Electrical Parking Unit shall accordingly be responsible for maintaining and repairing the charger (or charging station) at such owner's sole cost and expense (provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the condominium corporation, and shall be carried out exclusively by the condominium corporation's authorized contractors, agents and/or representatives, but shall nevertheless be paid for by the affected unit owner immediately upon the condominium corporation's presentation of an invoice for same), and shall also be responsible for paying for the cost of such electricity consumption (in addition to the common expenses attributable to such owner's Electrical Parking Unit), pursuant to the invoices periodically issued to the owner of the Electrical Parking Unit by the Utility Monitor (as hereinafter defined) retained by this Condominium in connection with the sub-metering, servicing and reading of the electricity check meter appurtenant to each of the Electrical Parking Units within this Condominium. All arrears of any check-metered electricity consumption in respect of any Electrical Parking Unit that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the owner of the Electrical Parking Unit, as and when any such invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Condominium Corporation against the owner of the Electrical Parking Unit in the same manner (and to the same extent, and with all the same rights and powers) as any other common expenses, and accordingly all such arrears shall properly constitute the subject matter of a common expense arrears lien, and may be enforced by the Condominium Corporation pursuant to said lien (ie. with all of the super priority rights applicable thereto, as provided for under the Act) against the delinquent owner's Electrical Parking Unit.

Purchasers are advised that the Declarant hereby reserves the right to decide prior to Closing, in its sole discretion, to create additional electrical parking units in the course of completing this Condominium in which case such additional electrical parking units will be completed only with a roughed-in empty conduit in order to expedite and/or facilitate the future installation by the Condominium, at its sole cost and expense, of electrical wiring, electrical outlet or plug, electrical charging station which may either be on a pay per use basis using credit payment or in the alternative, be connected to an individual check meter in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle parked from time to time within any such electrical parking unit, on a periodic basis, and in either case the owner of any electrical parking unit so created shall be responsible for paying for the cost of such installations (including without limitation, the cost of the check meter together with the electricity consumption costs), in addition to the common expenses attributable to such owner's electrical parking unit (unless the electrical charging station is operated on a pay per use basis).

Purchasers are advised that while the size and capacity of the electrical transformer designed for this Condominium will be able to accommodate the 23 Electrical Parking Units, and correspondingly provide the additional electricity needed to power or service the aforementioned electrical chargers or charging stations appurtenant to the Electrical Parking Units so created by the Declarant (and so designated in this Condominium's declaration), said transformer will be designed and installed in compliance with the provisions of the Ontario Building Code that prevail or apply as at the date that an above-grade building permit in respect of this Condominium has been issued by the building department of the City of Toronto, and in light of recent amendments to the Act (which are designed and intended to promote and facilitate future alterations to the common elements so as to allow for the installation of electric charging stations), the Purchaser is advised that there may not be sufficient electricity generated by this Condominium's electrical transformer, nor sufficient electrical capacity by said transformer to accommodate (and provide the required or desired electricity to) all of the parking units situate within this Condominium, nor all of the electrical parking units that may be subsequently created (or that may wish to be created) by the Condominium Corporation (or by any of the respective unit owners in this Condominium) at any time after the registration of this Condominium. Purchasers are advised that the Condominium shall be solely responsible, at its sole cost and expense, for any future upgrade to the electrical transformer in order to have sufficient power or capacity to provide electricity to such electric parking units.

Purchasers are further advised that in order to alter or convert (at any time after the registration of this Condominium) a regular parking unit into one that can accommodate and service an electric vehicle (ie. a parking unit with an electrical outlet, a charger or charging station, and an electricity check meter installed as an appurtenance thereto), the owner of said parking unit shall be obliged to obtain the prior permission of the Condominium Corporation thereto, and to correspondingly enter into an agreement with the Condominium Corporation that formally evidences and confirms the Condominium Corporation's approval to all required additions, alterations and/or improvements to the common elements in connection with such conversion, pursuant to section 98 of the Act, and which agreement shall make such owner solely responsible for maintaining and repairing the electric charging station and for paying all electricity consumption charges for the electricity consumed by any vehicle parked therein from time to time pursuant to the periodic readings of the electricity check meter appurtenant thereto, all at such owners sole cost and expense.

Purchasers are advised that the Sackville Owners shall not under any circumstances be permitted to own or use any of the Electrical Parking Units.

Residential Garbage Collection and Disposal

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

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a recycling and waste sorting system situate in a designated garbage room on each level in the Condominium and comprising part of the common elements of this Condominium. A designated central garbage and recycling room is intended to be used by the Corporation solely for the purposes of, temporarily storing, sorting and recycling the garbage refuse emanating from any of the dwelling units and the common element areas in this Condominium.
- b) Municipal or private garbage pick-up service will be available to this Condominium only for the collection and removal of the garbage emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled garbage pick-up days. Accordingly, on designated garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's garbage container bins to be moved between the garbage storage and recycling room.
- c) In the event of municipal garbage pick-up, the City of Toronto may require the payment of a service charge from the Corporation, associated with the municipality's provision of containerized garbage collection services for this Condominium, and if so, all such municipal charges shall constitute part of the common expenses of the Corporation.
- d) The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from this Condominium, in order to properly manoeuvre the containers to the exterior storage/collection pad, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.

Retail Garbage Disposal

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

- a) The owners and tenants of the commercial/retail units in this Condominium, and their respective authorized employees and representatives, will have access to, and use of, a separate designated garbage storage and recycling room within the Condominium, which is intended to be used solely for the purposes of temporarily storing (and possibly compacting and/or recycling) the garbage refuse emanating exclusively from the retail unit in this Condominium.
- b) The commercial/retail unit owners shall be responsible for arranging (and paying for) their respective costs of engaging a private waste disposal firm to remove, as and when reasonably required, all of the garbage or waste from their respective commercial/retail unit, as well as the cost of purchasing or renting the appropriate number and type of garbage bins in order to properly store and/or load the garbage emanating from their respective units, based on the type and amount of such garbage and the cost for a trained person retained by the commercial/retail unit owners to be present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the designated storage/collection pad, and onto the private garbage collection vehicles, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.
- c) If so required by the municipal authorities, the commercial/retail unit owners, tenants and/or occupants shall arrange for their respective garbage collection days to be scheduled on opposite days from those of the Condominium; and
- d) The Corporation shall maintain and repair the Commercial/Retail Garbage Room (and any exclusive use common element areas appurtenant thereto and any garbage disposal equipment contained therein) and in such a manner as will produce or cause the least amount of interference with the use of (and/or benefit from) such room, by the respective owners of the commercial/retail units, and/or their respective agents, tenants, invitees, licensees and contractors provided however the commercial/retail unit owner(s) shall reimburse the Corporation in full for the cost of such maintenance and repairs.

Exclusive Use Areas for Dwelling Units

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

Use of the Dwelling Units

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

- i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the City of Toronto, including without limitation, the by-laws and regulations of the City of Toronto which govern and regulate short-term residential rental accommodation(s) within the City of Toronto (and with all of such applicable zoning and building by-laws and regulations, as may hereafter be amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-Laws**");
- ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), situate on any level within this Condominium, and leased, sub-leased, licenced or sub-licenced in a furnished or unfurnished state, shall in each case be for a **minimum initial term or duration of not less than thirty (90) consecutive days**; and
- iii) any lease, sub-lease, licence or sub-licence that complies with the provisions of subparagraphs (i) and (ii) above, may occur or be created (and shall be permitted) on any number of occasions, and whether or not pursuant to (or in connection with) the business of providing residential rental accommodation (with or without ancillary maid, cleaning, laundry and/or telecom services).

The Condominium Corporation shall not hereafter:

- i) impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or
- ii) restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any dwelling unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;

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

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

Purchasers are advised that no tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white; or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).

Notwithstanding anything contained in the declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, Purchasers are advised that the Condominium and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) each of those dwelling units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each dwelling

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

Purchasers of dwelling unit 32 on level 2, dwelling units 36 and 37 on level 3, dwelling units 34 and 35 on level 4 and dwelling units 30, 31 and 32 on level 5 shall upon the Declarant's request (and/or upon the Condominium's request) are advised that they are required to provide access to (and through) such dwelling units to the Declarant and/or the Condominium (and their respective authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair of the Condominium's green roof(s) and other roof space(s) accessible through such dwelling units.

Use of the Commercial/Retail Units

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

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

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

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

Signage for the Commercial/Retail Units

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

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

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

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

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

- i) the commercial/retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
- ii) the consulting engineer that is retained by the commercial/retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, gas, electricity and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);
- iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable) shall be borne by the owner of the commercial/retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the Condominium and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
- iv) the Corporation shall, forthwith upon demand, provide the commercial/retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and
- v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the retail unit owner's access to, and egress from, his or her commercial/retail unit, and all non-exclusive use common element areas, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.

Minor Installations to the Commercial/Retail Unit

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

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

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

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

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

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

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

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

Purchasers of any commercial/retail unit are advised that the Corporation and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) the commercial/retail units in this Condominium [including any access door or panel located within any wall(s), floor(s) or ceiling(s) of such retail unit] during those hours of any day when such units are not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation, replacement and/or servicing of any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the commercial/retail unit but which service or benefit any other unit(s) and/or common element area(s) of this Condominium. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the owner of the commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, relocate, replace and/or service any such equipment, installations and/or systems, including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such units as a consequence of the Corporation's exercise of the foregoing right of entry.

Commercial/Retail Deliveries

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

Bicycles, e-Bikes and Storage Areas

The interior bicycle storage areas situate on level 1, the mezzanine level and level A (P1) of this Condominium shall be designated and used only for the temporary storage of bicycles of residential dwelling unit owners and their tenants and occupants, with a total capacity for approximately 340 bicycles. All bicycle spaces within each of the resident bicycle storage areas shall be assigned and allocated on a "first come, first served" basis, by the Corporation or its property manager.

There are temporary bicycle storage areas dispersed throughout level 1 of the Condominium for the visitors to the residential occupants in this Condominium, with a total storage capacity for approximately 38 bicycles. There are also bicycle storage areas dispersed throughout level 1 of the Condominium for use by visitors to the retail/commercial units comprised of approximately 3 long term bicycle storage spaces and 6 short term bicycle storage spaces. All visitor bicycle spaces within shall available to visitors on a "first come, first served" basis. Under no circumstances shall any of the visitor bicycle spaces be available for use by any of the Sackville Owners

The use of said bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. Bicycles (including e-bikes) shall be permitted to be transported along, upon and within the Condominium's passenger elevators, common element lobbies, hallways and corridors within this Condominium to and from a dwelling unit owner's suite, all without having to carry the entire bicycle (or e-bike) in the air, and despite the potential for staining or damaging the common element flooring, carpeting or elevators within this Condominium. Bicycles and/or e-bikes however shall not be permitted to be stored within any exclusive use balcony, patio and/or terrace areas and unit owners and/or occupants shall not be permitted to ride nor straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or e-bike when transporting the bicycle and/or e-bike within the Condominium. Under no circumstances shall bicycles, e-bikes and/or other similar motorized bicycles be ridden on any garage ramp(s).

Visitor Parking

Save as hereinafter otherwise provided to the contrary in the declaration, each of the visitor parking spaces shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in the Condominium from time to time, and by the Declarant's agents, representatives, contractors and invitees from time to time and by servicemen, trade or contractors providing services to the commercial/retail units in the Condominium for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space.

Notwithstanding anything provided in the declaration to the contrary, Purchasers are advised that the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) visitor parking spaces, and to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling and commercial/retail units owned by the Declarant in the Condominium.

None of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements. Where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to the Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle. None of the visitor parking spaces shall be used by customers or visitors of the commercial/retail units or by the general public and/or by the Sackville Owners and/or their Permitted Invitees.

Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Condominium, the term "motor vehicle", when used in the context of the visitor parking spaces, shall be restricted to a private passenger automobile, motorcycle,

station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Condominium may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within the Condominium.

The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the concierge or security personnel retained by or on behalf of the Condominium.

Residential Owner Parking Units and Sackville Owned Parking Units

Parking for the dwelling unit owners and/or residents of this Condominium will only be available within designated parking units in the underground parking garage, on levels A(P1) and B(P2) of the Condominium. The parking units and/or parking/locker units in the Condominium may also be used by the owners and tenants of the commercial/retail units but shall not be used by any customers or visitors of any commercial/retail units. Each parking unit, parking/locker unit and Sackville Owner Parking Unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "motor vehicle", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within the Condominium.

Owners of a parking, parking/locker unit, or Sackville Owner Parking Unit, whether or not described or designated as a "regular parking unit" or a "tandem parking unit" in Schedule "D" to the declaration, may park one or more motor vehicles within the boundaries of such parking unit, parking/locker unit (excluding however the Sackville Owners which are permitted to park only one motor vehicle within their respective Sackville Owner Parking Units), and provided further that in no instance shall any portion of any motor vehicle so parked within a parking unit, parking/locker unit or Sackville Owner Parking Unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. Purchasers are also advised that this Condominium may contain one or more parking units that can only accommodate a compact or smaller size motor vehicle and that the Declarant shall have the unilateral right, exercisable in its sole, unfettered and unchallenged discretion, to allocate or assign such compact parking unit(s) to any Purchaser and that such Purchaser shall be obliged to accept title thereto, and to pay all common expenses attributable to same after closing.

The owner of a parking, parking/locker unit and/or Sackville Owned Parking Unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, parking/locker units and/or the Sackville Owned Parking Units, either in their totality, or in groups.

It is anticipated that this Condominium will have five (5) non-visitor handicapped parking units (hereinafter referred to as a "Handicapped Parking Unit", which shall be clearly designated for handicapped parking. Non-disabled owners and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium. Sackville Owners shall not under any circumstances be permitted to own or use any of the Handicapped Parking Units.

As previously noted in this Disclosure Statement this Condominium will contain 23 Electrical Parking Units. Please refer to the earlier section in this Disclosure Statement entitled "Electrical Parking Units" for details respecting use and operation of the Electrical Parking Units.

Locker Units

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

Restrictions on Ownership of Parking and Locker Units

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

- i) a Restricted Unit shall only be owned by the Declarant, the Condominium, or by an owner of a dwelling unit in the Condominium and shall only be used or occupied by the Declarant, or the Condominium, or by an owner, resident or tenant of a dwelling unit in the Condominium;
- ii) no one (other than the Declarant, or the Condominium) shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit in the Condominium;
- iii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to the Condominium, or to any owner of a dwelling unit in the Condominium;
- iv) any lease of any Restricted Unit shall be made only to the Declarant, or to the Condominium, or to any owner or tenant of a dwelling unit in the Condominium, provided however that if any Restricted Unit is so leased to

- a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;
- v) where any Restricted Unit is leased to an owner of a dwelling unit in the Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to such unit, failing which the lease of the Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
 - vi) where the lessee of a Restricted Unit is an owner of a dwelling unit in the Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit, through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against said unit, then the lease in respect of the Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.

Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions in subparagraph (a) hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

Restrictions on Ownership of the Sackville Owned Parking Units

The ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Sackville Owned Parking Unit(s) [hereinafter collectively referred to as the "Sackville Restricted Units" and individually referred to as a "Sackville Restricted Unit"] shall be subject to the following restrictions and limitations, namely:

- i) a Sackville Restricted Unit shall only be owned by a Sackville Owner (which shall include a transferee of a Sackville Property as permitted by the terms of the declaration), the Declarant or by the Condominium, or by an owner of a dwelling unit in the Condominium and shall only be used or occupied by a Sackville Owner, the Declarant, or by the Condominium, or by an owner, resident or tenant of a dwelling unit in the Condominium, provided however a Sackville Restricted Unit shall not, under any circumstances, be used by a tenant of a Sackville Owner and/or a tenant of an Owner's Property;
- ii) no one (other than the Declarant, or the Condominium) shall retain ownership of any Sackville Restricted Unit after a Sackville Owner has sold and conveyed title to the Owner's Property unless expressly allowed by the terms of this declaration;
- iii) any sale, transfer, assignment or other conveyance of any Sackville Restricted Unit shall be made only to a Sackville Owner (which shall include a transferee of a Sackville Property as permitted by the terms of this declaration), the Declarant, or to the Condominium, or to any owner of a dwelling unit in the Condominium;
- iv) any lease of any Sackville Restricted Unit shall be made only to the Declarant, or to the Condominium, or to any owner or tenant of a dwelling unit in the Condominium, but shall not, under any circumstances, be made to a tenant of a Sackville Property, provided however that if any Sackville Restricted Unit is so leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;
- v) where any Sackville Restricted Unit is leased to an owner of a dwelling unit in the Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Sackville Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to such unit, failing which the lease of the Sackville Restricted Unit shall be automatically terminated and be of no further force or effect, and the Sackville Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
- vi) where the lessee of a Sackville Restricted Unit is an owner of a dwelling unit in the Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit, through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against said unit, then the lease in respect of the Sackville Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Sackville Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.

Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Sackville Restricted Unit, in contravention of any of the foregoing provisions shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Sackville Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

Insurance Requirements

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

- a) all-risks insurance coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs, and correspondingly not covered by the master insurance policy obtained and maintained by the Corporation);
- b) property damage insurance for all furnishings, equipment, personal property and chattels of the owner contained within his or her unit (or stored elsewhere within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage;

- c) public liability insurance (providing coverage of not less than \$2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), to the extent that any damage occasioned to any other unit(s) or to the common elements, or to any personal property situate within any other unit(s) or the common elements, is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation; and
- d) insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner or for which a unit owner may be responsible for reimbursing the Corporation.

Definition of a Standard Unit

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

The standard unit for the class of units to which the **commercial/retail units** in this Condominium belong, is described in Appendix "A-2" of proposed bylaw no. 1 and has the following specifications:

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

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

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

- a) insurance covering additional living expenses incurred by a unit owner, if forced to leave his or her unit by one of the hazards protected against under the owner's personal insurance policy;
- b) insurance covering any special assessments levied against an owner's unit by the Corporation;
- c) contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving (or otherwise affecting) any owner; and
- d) **For each commercial/retail unit owner:**
 - A. insurance covering the cost of repairing and/or replacing any windows, doors and/or enclosure(s) forming part of (or contained within) any portion of his or her unit; and
 - B. business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business; and
- e) any other insurance deemed necessary or desirable by each owner's insurance advisors.

Unit Owners Indemnifying the Condominium Corporation

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

upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner [or by any resident(s) or occupant(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible] shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

Pedestrian and Vehicular Access to and from this Condominium

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

In addition, purchasers are also hereby advised that the City of Toronto may impose restrictions on traffic turning into and out of this Condominium, to which all residents of this Condominium will have to adhere. Furthermore, Purchasers are advised that the City may also impose a bylaw that prohibits owners and occupants of dwelling units and/or commercial/retail units in the Condominium from being eligible for, or being able to apply for any type of on-street parking permit and that neither the Declarant nor the Condominium will oppose such proposal.

TIER 1 TORONTO GREEN STANDARD

Purchasers are advised that the Declarant is endeavouring to develop this Condominium with some high performance and energy efficient equipment and materials, so that the residents of this Condominium may benefit from energy-related cost-savings during the life of the installed equipment and material and will endeavour to have this Condominium attain or achieve "TIER 1 TORONTO GREEN STANDARD" (hereinafter referred to as "TIER 1 TGS"). **However the Declarant is not guaranteeing (nor making any warranty or representation) that the condominium building will, in fact, ultimately benefit from any energy-related cost-savings and/or attain or achieve TIER 1 TGS certification or equivalent status, nor shall the Declarant be responsible or liable in any way for maintaining the condominium building according to the TIER 1 TGS certified standard, after the point of initial certification (if TIER 1 TGS certification is, in fact, ever achieved or attained), under any circumstances whatsoever.**

Purchasers are also advised that any development charge credits or refunds available or applicable to a TIER 1 TGS building shall be the property of the Declarant and not the Purchasers nor the Condominium and the Purchaser and/or the Condominium shall be required to execute such documents, authorizations and/or directions as may be required by the Declarant, from time to time, to facilitate the payment of such credits and/or refunds to the Declarant following the completion and occupancy of the condominium building.

City Green Development Standards

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

Duty to Assume Certificate of Property Use Obligations

Purchasers are advised that the Condominium will be responsible for the cost of performing and fulfilling any and all outstanding and/or ongoing risk management and/or risk mitigation measures (if any) which may be imposed by one or more certificates of requirement and/or certificates of property use (hereinafter collectively referred to as the "CPU") that may be issued by the Ministry of Environment, Conservation & Parks ("MOECP") in connection with the development of the Condominium, or any portion thereof (if and when applicable), including without limitation, the requirement for the ongoing inspection, testing and monitoring of the soil situate within the confines of this Condominium (or within any other portions of the Real Property), as well as the ongoing testing and monitoring of the ground water emanating from or within the confines of this Condominium (or from or within any other portions of the Real Property) that is ultimately discharged into the City of Toronto's sanitary or storm sewer system (as the case may be), together with the ongoing testing and monitoring of the air quality in respect of the air within the below-grade portions of this Condominium (or within any other portions of the Real Property), along with periodic reporting requirements in connection therewith (and with all of the outstanding and/or ongoing obligations and requirements outlined in the CPU, including without limitation, all periodic testing, monitoring and/or reporting requirements in respect of the soil, ground water and/or air quality, including the implementation of any health and safety plan to the satisfaction of the MOECP, as well as the maintenance of all required records relating thereto for ultimate inspection and approval by the MOECP, being hereinafter collectively referred to as the "CPU Obligations"). All costs and expenses incurred in connection with the performance and fulfilment of the CPU Obligations, or any portion thereof (hereinafter collectively referred to as the "CPU Compliance Costs") will ultimately comprise part of the common expenses of this Condominium and correspondingly be reflected in this Condominium's annual operating budget(s) and will be the sole responsibility of the Condominium Corporation without seeking or claiming any compensation or reimbursement for any portion of the CPU Compliance Costs from the City of Toronto, the Declarant or any other party or parties whatsoever.

Purchasers are further advised that the Purchaser shall be provided with a copy of the CPU on or prior to Closing and that upon receipt the Purchaser shall be obligated to execute and deliver to the Declarant an acknowledgement of receipt of the CPU, which acknowledgement shall be in the form presented by the Declarant without amendment and which shall include, without limitation,

the following covenant, namely: "In the event that the Purchaser re-sells or leases the dwelling unit after Closing, the Purchaser shall be obliged to (and hereby undertakes to) disclose the CPU, and any amendments made thereto, to each person(s) acquiring an interest in the dwelling unit (ie future buyer or renter) on the express understanding that each successive unit owner shall also be required to deliver the CPU in connection with any future or subsequent resale (or lease) of the dwelling unit". The foregoing obligation shall survive and not merge on the closing of each Purchaser's transaction.

Purchasers are advised that the cost of performing and fulfilling any and all outstanding and/or ongoing permit to take water obligations that may be imposed by the MOECP in connection with the development of the Condominium, or any portion thereof (if and when applicable), pursuant to a permit to take water hereafter issued by the MOECP to the Declarant and subsequently to this Condominium (following its registration) and correspondingly monitored by the MOECP, pursuant to the provisions of section 34.1 of the Ontario Water Resources Act R.S.O. 1990 as amended, including the obligation or requirement to maintain daily records of all water takings from each source identified in the permit to take water so issued, and to keep all required records up to date and available for inspection by a provincial officer, and to submit (as required) the daily water taking data so collected and recorded for the previous year to the MOECP's water taking reporting system (all of which obligations are hereinafter collectively referred to as the "Permit to Take Water Obligations"), shall be borne by the Condominium. All costs and expenses so incurred in connection with the performance and fulfilment of the Permit to Take Water Obligations or any portion thereof (hereinafter collectively referred to as the "Permit to Take Water Compliance Costs") shall correspondingly comprise part of the common expenses of this Condominium and correspondingly reflected in this Condominium's annual operating budget(s) without the Condominium Corporation seeking or claiming any compensation or reimbursement for any portion of the Permit to Take Water Compliance Costs from the City of Toronto, the Declarant or any other party or parties whatsoever.

Duty to Assume Obligations under Outstanding Municipal Agreements

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

Duty to Enter Into the License Agreement(s) with the Sackville Owners

Purchasers are advised that the Condominium shall be obliged to enter into the License Agreement with each Sackville Owner (the details of which agreement have been hereinbefore set forth in this Disclosure Statement under the heading "Use of Shared Amenity Spaces") (or in that alternative, enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the License Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "Sackville License Assumption Agreement"). In addition, Purchasers are advised that the Condominium shall, once Section 21.1 (1) of the Act has been proclaimed enacted, enter into a Shared Facilities Agreement with each Sackville Owner on terms and provisions substantially similar to those set forth in the Sackville License Agreement, or in the alternative, shall enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under each Shared Facilities Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "Shared Facilities Assumption Agreement").

By-law No. 3 authorizes the Corporation to enter into the License Agreement (and, if and when S 21.1 (1) of the Act has been proclaimed, the Shared Facilities Agreement) with each Sackville Owner on or shortly after the registration of the declaration. Purchasers are advised that S 21.1 (1) of the Act has not been proclaimed as enacted as of the date of this Disclosure Statement.

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

- a) Purchasers are hereby advised that this Condominium will be constructed and completed such that the ground water that emanates from or through this Condominium's building foundation (and/or its appurtenant drainage system) will ultimately be discharged directly into the City of Toronto's sanitary sewer system.
- b) This Condominium shall be obliged to enter into (and shall abide by and comply with the terms and provisions of) a sanitary sewer discharge agreement directly with the City of Toronto (the "Ground Water Discharge Agreement"), or alternatively shall enter into (and shall abide by and comply with the terms and provisions of) an assignment and assumption agreement with the Declarant and the City of Toronto, evidencing this Condominium's assumption of all obligations of the Declarant arising under the original sanitary sewer discharge agreement entered into by the Declarant with the City of Toronto (the "Ground Water Discharge Assumption Agreement"), shortly after the registration of this Condominium. The Ground Water Discharge Agreement will be entered into pursuant to Chapter 681 of the City of Toronto Municipal Code ("Chapter 681") to permit the discharge of private water, as defined by Chapter 681, to a City sanitary sewer. This agreement will contain, without limitation, certain ground water discharge conditions, payment conditions and termination and suspension rights. These conditions set out what may be discharged by the Owner to the particular City sewer identified in the agreement; how much the Owner must pay for this discharge to the City sewer; ongoing sampling, reporting and monitoring conditions; and what conditions must be met by the Owner to continue to discharge to the City sewer; as well as rights the City may have to inspect, test and sample the water being discharged

and to suspend or terminate the agreement, in which case the Owner must have and use an alternate method to dispose of the private water.

- c) In addition, this Condominium will be obliged to:
- i) pay any and all related ground water discharge fees in connection therewith [with the rate or charge so imposed by the City of Toronto from time to time per cubic metre of water so discharged into the City of Toronto's sanitary sewer, and which charges may be increased by the City of Toronto on an annual basis, at the sole discretion of the City of Toronto;
 - ii) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity); and

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

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

Duty to Abide by Restrictive Covenant in favour of 465 King

Purchasers are advised that the Condominium shall, immediately after registration under the Act, be obliged to enter into an assumption agreement with the Declarant (and with the owner of 465 King as a party, but not as a signatory thereto, but enforceable by the owner 465 King directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant (the details of which Restrictive Covenant have been set forth in this Disclosure Statement under the heading "Restrictive Covenant in favour of 465 King Street" and a copy of which Restrictive Covenant is included as a schedule to bylaw no. 6 which is also included in this Disclosure Statement) and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinbefore defined as the "Restrictive Covenant Assumption Agreement"). Proposed by-law no. 6 shall authorize the Corporation to enter into the Restrictive Covenant Assumption Agreement on or shortly after the registration of this Condominium and a copy of the proposed by-law is included with this disclosure statement.

Duty to Pay Monthly Common Expenses

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

Approval Authority Notices

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

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

Warnings and Other Special Notices

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

- a) **Noise and Vibration Warning:** The proximity of this Condominium to Eastern Avenue and to Sackville Street and to the public vehicular and pedestrian laneway(s) to the west of the Condominium, and to the nearby Toronto Transit Commission's (hereinafter referred to as the "TTC") public transit operations (including buses, streetcars and other forms of transportation, installations and equipment), along with the corresponding noises, vibrations, emissions, dust, odours and pedestrian/vehicular traffic congestion generated thereby (as well as the likelihood of increased pedestrian and vehicular traffic in the vicinity of this Condominium, and specifically increased TTC streetcar traffic along Eastern Avenue and Sackville Street), and the corresponding increase in noises and/or vibrations generated therefrom), and the proximity of this Condominium's residential component to the commercial/retail units on level 1 of the Condominium and to other future nearby high-rise, mid-rise and/or low-rise condominiums, as well as to nearby commercial, retail and/or office buildings, may result in noises, vibrations, emissions, dust, odours and electro-magnetic interference and stray current transmissions to (or otherwise affecting) this Condominium and the respective occupants of the dwelling units in this Condominium, and may cause the noise exposure levels, vibration levels, electro-magnetic interference and/or stray current transmissions affecting this Condominium and the occupants thereof to exceed the noise/vibration/electro-magnetic interference and/or stray current transmission levels and/or criteria established or approved by the Governmental Authorities, with the potential for the occupants of this Condominium to be negatively impacted by excessive noise, air emissions, dust, odours, vibrations, electro-magnetic interference, stray current transmissions and/or negative visual impacts, respectively. In light of the foregoing, the Ministry of Environment guidelines, requires or recommends the following warning clause be included in all agreements of purchase and sale and/or rental agreements for residential dwelling units, namely: "Purchasers/tenants are advised that despite the inclusion of noise control features in this development and within the building units, sound levels due to increasing road/rail traffic may on occasion interfere with some activities of the dwelling occupants, as the sound levels exceed the Municipality's and the Ministry of Environment's noise criteria. Each of the dwelling units in this Condominium has been (or will be) supplied with a central air-conditioning system, which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria."
- b) **TTC Station Warning Clause:** "Warning: Purchasers/tenants are advised that due to the proximity of this development to a nearby TTC station, sound levels from the facility may at times be audible."
- c) **Subway Operations Interferences Warning:**
"It is acknowledged and agreed that:
- A. The proximity of the proposed development of the Lands (the "Development") to the Toronto Transit Commission's subway line and/or the TTC subway right of way may result in the transmission(s) of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke and particulate matter from subway operations (collectively referred to as "Interferences") on and/or to the Development;
- B. The City of Toronto and the Toronto Transit Commission (sometimes hereinafter referred to as the "Commission" or the "TTC") will not be responsible or liable for the Interferences on and/or to the Development, in whole or in part, and/or on the activities of the occupants of the Development; and
- C. The Vendor/Declarant has been advised by the Toronto Transit Commission to apply reasonable attenuation and/or mitigation measures with respect to the level of the Interferences on and/or to the Development."
- d) **TTC Interferences Warning Clause:**
"The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development (hereinafter called the "Development") to the Toronto Transit Commission transit operations may result in transmissions of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke and particulate matter (collectively referred to as "Interferences") on and/or to the Development, and despite the inclusion of control features within the Development, Interferences from transit operations may continue to be of concern, interfering with some activities of the occupants of the Development. Notwithstanding the preceding sentence, the purchaser and/or lessee agrees to release and save harmless the City of Toronto and the Toronto Transit Commission from all liabilities, responsibilities, claims, losses, demands, expenses, charges, actions, injuries, damages, judgments, executions, suits, proceedings, causes of action, costs and fees (including legal and professional fees) arising or resulting from any and all Interferences. The purchaser and/or lessee further acknowledges and agrees that an Interferences clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction."
- The Vendor/Declarant shall provide its solicitor's confirmation to the Toronto Transit Commission, advising that the TTC Interferences Warning Clause noted above, has been included in the applicable offer(s) of purchase and sale, the Condominium's declaration or disclosure statement, and/or rental agreement(s) to ensure that future occupants are aware of the possible Interferences.
- e) The City of Toronto and/or the Toronto Transit Commission (hereinafter sometimes referred to as the "TTC") operates both a public surface transit system, and a subway transit system, in the neighbouring vicinity of the Lands, and that there may be alterations to (or expansions of) said surface transit system and/or subway transit system and their respective appurtenant facilities and operations in the future, which expansion may affect the living environment of the residents in this Condominium and in the vicinity, notwithstanding the inclusion of any noise and/or vibration attenuating measures in the design of the Condominium and the individual dwelling units and office units, and that neither the City nor the TTC shall be responsible for any complaints or claims arising from the use of their respective public surface transit and/or subway transit systems, facilities and/or operations in the neighbouring vicinity of the Lands;

- f) **TTC Warning Clause - Regarding Nearby Bus Routes and Streetcar line:** "Warning: Parts of this development are in close proximity to the Toronto Transit Commission's ("TTC") existing bus routes and streetcar line. Notwithstanding the inclusion of certain mitigation features within this development to lessen potential noise, vibration, odour, visual impact, EMI and stray current, from time-to-time noise, vibration and stray current from the TTC's bus operations and streetcar operations may be audible and/or experienced, noise and odour from the bus and/or streetcar operations may be unpleasant, and lighting at or near the existing bus station and/or streetcar station may sometimes be intrusive and may affect the living environment of the residents in the development. The TTC shall not be responsible for any complaints or claims arising from any of the activities at or relating to the TTC's bus and/or streetcar operations comprising part of the TTC facilities."
- g) **M.O.E. Standard Warning Clause:** "Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road/railway traffic may on occasion interfere with some activities of the dwelling occupants, as the sound levels exceed the Municipality's and the Ministry of the Environment's noise criteria. The dwelling units within this Condominium have been supplied with a central air-conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria.";
- h) **Noise, Vibrations & Emissions Mitigation Measures:** As a prerequisite to the development and completion of this Condominium, a noise study, a vibrations study, and an emissions study will ultimately be submitted to (and approved by) the City of Toronto, and the Condominium Corporation will be obliged to maintain any and all required mitigation, attenuation and/or equivalent measures identified in each of the approved noise study, vibrations study and emissions study respectively, to the satisfaction of the City of Toronto, at all times following the registration of the Condominium, and all costs and expenses incurred in connection therewith shall comprise part of the common expenses. In addition, neither the board of directors of the Condominium, nor any unit owner(s) or tenant(s), nor anyone else, shall be permitted to make any change(s) to any of the units or common elements that would contravene the mitigation and architectural control measures required by the approved noise study, vibrations study, emissions study and/or the building permit plans for the Condominium, as applicable.
- i) **Risk Management Measures Involving Soil, Ground Water & Air Quality Testing & Monitoring:** Purchasers are further notified that a certificate of property may be issued pursuant to Section 168.6(1) of the *Environmental Protection Act R.S.O. 1990, as amended*, in respect of the Real Property (hereinafter referred to as the "CPU"). Inter alia, the CPU details certain on-going risk management measures which the Condominium Corporation may be obliged to carry out and which are to be implemented to ensure that the Real Property (and the Condominium developed thereon) remains suitable for the intended residential use. The risk management measures include, inter alia, the implementation of on-going inspection and maintenance measures, soil and ground water testing and monitoring, air testing and monitoring, and reporting requirements. The soil and ground water monitoring program [to ensure that soil and groundwater contaminants of concern remain at acceptable levels] will include the ongoing maintenance and periodic inspections of the exterior barrier integrity and shall be carried out as frequently as the Ministry of Environment may require from time to time. Air monitoring [to ensure that indoor air contaminants of concern remain at acceptable levels] shall be carried out immediately beneath the occupied portions of the building in such locations and as frequently as the Ministry of Environment may require from time to time. Sampling records shall be maintained by the Condominium Corporation and shall be available for inspection by the Ministry of Environment officials upon request. If in fact the CPU is ultimately required by the Ministry of the Environment, then a copy of the CPU shall be delivered by the Vendor/Declarant to the board of directors elected at the turnover meeting held pursuant to Section 43 of the Act, and shall thereafter be maintained as part of the records of the Condominium Corporation. At any time after said turnover meeting, a copy of the CPU shall be provided by the Condominium Corporation to any owner who requests same, subject only to the payment of a reasonable copying charge.
- j) **Toronto Hydro Warning Clause:** "Each unit purchaser specifically acknowledges and agrees that the development of the Lands upon which this Condominium is being constructed, will be undertaken and completed in accordance with any requirements that may be imposed from time to time by any governmental authorities having jurisdiction thereover, and that the proximity of this Condominium to an on-site hydro transformer vault installed by the Vendor, that may ultimately be owned or operated by Toronto Hydro Electric System Limited (hereinafter referred to as "Toronto Hydro"), as well as the proximity of this Condominium to various facilities, installations and/or equipment owned and/or operated by Toronto Hydro, may result in noise, vibration, electro-magnetic interference and/or stray current transmissions (hereinafter collectively referred to in this subparagraph as the "Interferences") to this Condominium, and despite the inclusion of noise and/or vibration control features within this Condominium, Interferences from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the occupants in this Condominium. Notwithstanding the above, the Purchaser hereby agrees to indemnify and save each of the City of Toronto and Toronto Hydro harmless, from and against all claims, losses, judgments or actions arising or resulting from any and all of the Interferences. Furthermore, the Purchaser acknowledges and agrees that an electro-magnetic, stray current and/or noise-warning/vibration clause similar to the foregoing must be inserted into any succeeding or subsequent sale agreement or lease hereafter entered into by the Purchaser with respect to the unit(s) being acquired by the Purchaser hereunder, and that this requirement shall be binding not only on the Purchaser, but also upon the Purchaser's respective heirs, estate trustees, successors and permitted assigns, and shall not cease or terminate on the closing of this purchase and sale transaction with the Vendor. Finally, it is expressly acknowledged and agreed that the City of Toronto and Toronto Hydro do not, and will not, accept any responsibility or liability for any of the Interferences in respect of this Condominium and/or its occupants.";
- k) **Handicapped/Accessible Parking Warning Clause:** There are no visitor handicapped parking spaces in this Condominium. Any handicapped parking space(s) situate in this Condominium may only be used by a disabled or handicapped unit owner and/or occupant of this Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in his or her vehicle. If any handicapped parking is unitized in this Condominium, then non-disabled owners and/or occupants of any handicapped parking unit shall be obliged, upon notification by the Condominium Corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the

handicapped parking unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium; and

- 1) **Warning to Solicitors:** Solicitors are advised to stress the importance of the above-noted warning clauses and those warning clauses set forth in each agreement of purchase and sale to which the Purchaser is a party when advising their clients on the purchase of units in the development.

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

This Condominium shall have the benefit of the following recreational facilities and other amenities (hereinbefore defined as the "Shared Amenity Spaces") and forming part of the common elements (portions of which are physically situate and/or accessible from levels 1, 2, the mezzanine level and the rooftop level, respectively), and comprising or containing:

- i) Vestibule(s) and a lobby situate on level 1 with an onsite concierge;
- ii) a multi-purpose/party room with t.v. room, men's and women's washrooms, all of which amenities and facilities are situate on the mezzanine level;
- iii) co-working space on the mezzanine level;
- iv) pet wash station on level A (P1) of the underground garage;
- v) family room on mezzanine level;
- vi) passive programmed seasonal outdoor amenity area on 2nd level accessible from level 2; and
- vii) outdoor rooftop amenity area on roof top level;

together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreational and amenity areas from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant, the respective owners, residents, tenants and invitees of the dwelling units in the Condominium and each Sackville Owner and his/her Permitted Invitees provided that no more than four (4) persons per each Sackville Owner, during the opening hours established from time to time by the Condominium in accordance with the Condominium Governing Documents and by-laws and regulations of the Governmental Authorities. For purposes of clarity, tenants and/or occupants of the Sackville Owners and/or of the Owner's Property shall not, under any circumstances, be given access to any of the Shared Amenity Spaces.

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

Purchasers are advised that parcel storage will be available on the mezzanine level for use by only the residential dwelling unit owners and their respective tenants and occupants and under no circumstances shall the parcel storage be available to the commercial/retail unit owners and/or their tenants nor by any of the Sackville Owners (including those which may own a Sackville Owned Parking Unit).

On-site Concierge

There will be an on-site concierge for this Condominium.

Management Office

The property management office situate within the Shared Amenity Space on the mezzanine level of this Condominium shall only be used by the property manager retained by or on behalf of this Condominium, and such manager's personnel or staff, for office administration purposes in connection with the overall management and ongoing operation/administration of this Condominium. The use of the management office shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation.

Declarant's Use of the Shared Amenity Spaces

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

Continuing until the Declarant has sold and transferred all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion), the Declarant shall have

the right to unilaterally designate and/or restrict certain areas of use within any portion of the Shared Amenity Spaces, including the right to restrict the use of any particular amenities, services and/or equipment located within any portion of the Shared Amenity Spaces (in order to best co-ordinate the operation and use of same with the marketing, sales, customer service and/or construction operations or programs implemented from time to time by the Declarant in respect of Condominium), to which the Condominium and all of the dwelling unit owners thereof (and their respective residents, tenants and invitees) shall be subject.

Condominium Not to Restrict Access to the Shared Amenity Spaces

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

E. NO CONVERSION OF RENTED RESIDENTIAL PREMISES

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

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

The Condominium property is subject to the provisions of The Ontario New Home Warranties Plan Act R.S.O. 1990, as amended, and the Declarant has enrolled all of the proposed dwelling units (as well as all units ancillary thereto) and the common elements in the Taron Warranty Plan (the "Plan") within the meaning of said legislation, in accordance with the regulations made thereunder. Purchasers of commercial/retail units are advised that the commercial/retail units do not have the benefit of any warranty coverage (and are not subject to) the Plan.

G. NO CONVERSION FROM PREVIOUS USE

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

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

- a) Save as expressly provided and disclosed in subparagraphs (b) and (c) below, none of the units in this Condominium may be used (or are intended to be used) for commercial or other purposes not ancillary to residential purposes.
- b) Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning, laundry and/or telecom services) through short term or long term lease/license arrangements, provided however that:
 - i) any such use complies with the provisions of the Applicable Zoning By-laws;
 - ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), whether in a furnished or unfurnished state, shall in each case be for a minimum initial term or duration of not less than **ninety (90) consecutive days**, and may occur or be created and permitted on any number of occasions;
 - iii) the Corporation shall not hereafter:
 - A. impose or charge (either directly or indirectly) any form of security (whether as a refundable deposit or otherwise), nor any tenant, occupant or guest registration fee, nor any exchange of key fee, nor any other type of administration fee(s) or charge(s) whatsoever, nor demand or require any tenant, occupant or guest registration and/or any additional notification(s) or information above and beyond the minimum required by section 83 of the Act (and by any regulations promulgated thereunder from time to time), in connection with any short term rental arrangements made (or intended to be made) with respect to any dwelling unit(s) in this Condominium; and/or
 - B. restrict, limit or interfere with (either directly or indirectly), nor place any conditions upon, the right of any unit owner's tenants, sub-tenants, licensees, sub-licensees or occupants to access and use all of the non-exclusive use common element areas of this Condominium, including without limitation, all of this Condominium's recreational facilities and/or amenities;

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

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

- c) The commercial/retail units on level 1 shall be used and occupied only for commercial/retail purposes (such as stores and offices), in each case in strict conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "Applicable Zoning By-laws"), provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the commercial/retail units as models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of this Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion, until such time as all dwelling units and the commercial/retail unit in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered, unchallenged and unreviewable discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

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

- i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
- ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to the Real Property, by reason of the creation or emission from such owner's commercial/retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;
- iii) any use or purpose which involves the administration of any treatment, procedure and/or use that is obnoxious, offensive or dangerous (whether actually or potentially);
- iv) any use or purpose which is incompatible with the residential nature of the balance of this Condominium (and the possible presence of children within this Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto; and
- v) an abortuary, a drug addiction treatment centre or a drug rehabilitation clinic, and/or any other use that may potentially create a bio-hazard, or that may likely cause the insurance premiums of this Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the Applicable Zoning By-Laws, or which may likely pose a greater degree of risk, nuisance or danger to the residents and occupants of this Condominium than would otherwise be ordinarily attributable to any general retail or office use allowed under the Applicable Zoning By-laws.

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

I. BLOCKS OF UNITS MARKETED TO INVESTORS

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

J. PORTION OF UNITS THE DECLARANT INTENDS TO LEASE

While the Declarant intends to market and sell the dwelling units in this Condominium to individual unit purchasers, the Declarant nevertheless expressly reserves the right to lease any units in this Condominium to one or more third party tenants (particularly if the prevailing market makes it economically viable to do so, where sales are not easily achieved

or obtainable), and accordingly, the portion of units (to the nearest anticipated 25%) that the Declarant intends or anticipates to lease is presently 25%.

K. COMMENCEMENT AND COMPLETION DATES FOR CONSTRUCTION OF AMENITIES

Construction of the Shared Amenity Spaces (and the recreational facilities and amenities to be contained therein or operated therefrom) is presently anticipated to commence on or about **August 2024**, and it is presently anticipated that same will be completed and fully operational on or about **December 2024**.

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

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

It is likely that no portion of the Shared Amenity Spaces (nor any of the recreational facilities or amenities to be contained therein or operated therefrom), will be completed and available for use or enjoyment by any unit purchasers during their respective periods of interim occupancy (under section 80 of the Act).

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

Accompanying this disclosure statement is a copy of the declaration, and the **by-law no.1** (being a general organizational by-law which includes, amongst other things, the standard unit definitions for repair and insurance purposes, and procedures for mediating disputes); the **by-law no. 2** [being a by-law authorizing the Corporation to enter into an agreement with the Declarant (and the City of Toronto), pursuant to which the Corporation shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements entered into with the City of Toronto]; the proposed **by-law no. 3** [being a by-law authorizing the Corporation to enter into the License Agreement with the Sackville Owner (and upon the proclamation of Section 21.1 (1) of the Act, the entering into of the Shared Facilities Agreement with the Sackville Owner]; the proposed **by-law no. 4** [being a by-law authorizing the Corporation to enter into the Ground Water Discharge Agreement or the Ground Water Discharge Assumption Agreement (as the case may be) directly with the City of Toronto, as and when requested to do so by the City of Toronto or the Declarant, and to formally assume and/or be bound by (and shall perform, fulfil and/or comply with) all outstanding obligations and/or ongoing ground water discharge obligations]; the proposed **by-law no. 5** [being a by-law authorizing the Corporation to permit owners to vote by electronic means]; the proposed **by-law no. 6** [being a by-law authorizing the Corporation to enter into an assumption agreement with the Declarant (and with owner of 465 King as a party, but not as a signatory, thereto), pursuant to which the Corporation shall formally assume (and be bound by, and comply with) all ongoing covenants and restrictions arising under the Restrictive Covenant]; the management agreement between the Condominium and Del Property Management Inc.; the Utility Monitoring Agreement between the Condominium and Provident Energy Management Inc., together with the **rules** governing the use and enjoyment of the units and common elements within this Condominium.

N. BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS

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

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

The Condominium shall be obliged to pay the Manager for its managerial services related to this Condominium exclusively, in advance on a monthly basis during the term of the management agreement, a **management fee during the first year equal to \$13,475.00 per month plus H.S.T.**

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

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

- a) **the sum of \$100.00**, (inclusive of all applicable taxes) for each status certificate prepared by the Manager on behalf of the Corporation pursuant to the provisions of the Act, inclusive of all applicable taxes;
- b) **the sum of \$100.00, plus H.S.T.** for each inspection of a dwelling unit conducted by the Manager at the instance of any party requesting a status certificate; and
- c) **the sum of \$125.00 plus H.S.T.** for each certificate prepared by the Manager confirming whether the Corporation does, or does not, maintain or claim the Utility Lien against a particular dwelling unit or commercial/retail unit pursuant to the provisions of the declaration; and

- d) **the sum of \$175.00, plus H.S.T. for each notice of lien prepared** in connection with any common expense arrears being claimed by the Corporation against any particular unit, pursuant to the provisions of the declaration

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

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

The Manager may, at its option, terminate the management agreement by giving sixty (60) days prior written notice of same to the Corporation, and upon such termination, all obligations of the Manager shall cease and the Corporation shall correspondingly be obliged to forthwith pay to the Manager all outstanding accounts owed by the Corporation to the Manager, including all unpaid fees, costs and reasonable disbursements incurred for and on behalf of the Corporation, up to the date of such termination. The Corporation may, at its option, terminate the management agreement upon giving sixty (60) days prior written notice of same to the Manager, and on or before such termination, all outstanding accounts owed by the Corporation to the Manager (as hereinbefore described) shall be settled and paid. All requisite notices of termination shall be given to the intended party on the first (1st) day of the second full month preceding the effective termination of this Agreement, notwithstanding the foregoing provisions to the contrary which require the giving of sixty (60) days prior written notice. The management agreement shall not be allowed to lapse without written notice of termination having been given by either party to the other, not less than sixty (60) days prior to the expiration of the term hereof. Should written notice of termination not be given sixty (60) days prior to the expiration of the term of the management agreement as hereinbefore provided, then the management agreement shall continue on a month-to-month basis until formally renewed or properly terminated, and the Manager's monthly fee in such circumstances shall, unless re-negotiated and confirmed in writing between the parties, be equivalent to one-twelfth (1/12) of the Manager's fee payable during the immediately preceding year of the term, increased by a proportionate amount equivalent to the increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the term of the management agreement, and the Consumer Price Index published on (or as close as possible to) the same date in the preceding year.

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

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

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

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

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

In addition, the duties of the Utility Monitor shall include the monthly billing and collection of the corresponding hot and cold water and electricity consumption payments on a unit-by-unit basis, as applicable, with a full accounting and reporting to the Condominium of all transactions related to the check meters for hot and cold water and electricity consumed by the dwelling units and for electricity in respect of the Electrical Parking Units and water and electricity consumed by the commercial/retail units, and the corresponding consumption costs associated therewith. The utility monitoring agreement will also confirm that **the payment of each dwelling unit owner's cost of consumption of hot and cold water and electricity services as well as the payment of the cost of electricity in respect of the Electrical Parking Units and of water and electricity in respect of the commercial/retail units will be implemented by way of a pre-authorized payment plan, with each unit owner being obliged to provide a sample cheque marked "void" to the Declarant on the earlier of the interim occupancy or final closing of each unit sale transaction. Each dwelling unit owner shall also be obliged to pay the Utility Monitor a monthly administration fee (included or incorporated within each monthly invoice for the respective utility consumption), which fee is presently estimated to be approximately**

\$24.85 per month plus HST, payable by each dwelling unit owner with respect to the monitoring and invoicing services regarding each of the hot and cold water and electricity meters appurtenant to each of the dwelling units and for the electricity check meter appurtenant to the Electrical Parking Units and for the water and electricity check meters appurtenant to each of the commercial/retail units [unless any such unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail) rather than in paper form, in which case the monthly administration fee will be discounted by \$1.00 per month, and correspondingly reduced to approximately \$23.85 per month plus HST]. Please note that the foregoing monthly fees are subject to change, from time to time, upon written notice from the Utility Monitor to the Corporation and/or to each of the unit owners in this Condominium, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada. The foregoing monthly administration fee is intended to cover the cost of the sub-meter(s) reading, billing and collection services provided by the Utility Monitor from time to time.

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

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

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

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

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

c) **The License Agreement with the Sackville Owner**

Proposed by-law no. 3 authorizes this Condominium to enter the License Agreement with each Sackville Owner (the details of which agreement have been hereinbefore set forth in this Disclosure Statement under the heading "Use of Shared Amenity Spaces"), or in that alternative, enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the License Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "Sackville License Assumption Agreement"). In addition, Purchasers are advised that the Condominium shall, once Section 21.1 (1) of the Act has been proclaimed enacted, enter into a Shared Facilities Agreement with each Sackville Owner on terms and provisions substantially similar to those set forth in the Sackville License Agreement, or in the alternative, shall enter into an assumption agreement with the Declarant (and with each Sackville Owner as a party, but not as a signatory thereto, but enforceable by the Sackville Owners directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under each Shared Facilities Agreement and pursuant to which the Declarant shall be fully released and discharged from all such assumed obligations and liabilities arising thereunder or therefrom (hereinafter referred to as the "Shared Facilities Assumption Agreement").

By-law No. 3 authorizes the Corporation to enter into the License Agreement (and, if and when S 21.1 (1) of the Act has been proclaimed, the Shared Facilities Agreement/Shared Facilities Assumption Agreement, as the case may be) with each Sackville Owner on or shortly after the registration of the declaration.

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

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

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

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

e) **The Restrictive Covenant Assumption Agreement**

Duty to Abide by Restrictive Covenant in favour of 465 King

Proposed by-law no. 6 authorizes the Condominium to enter into, immediately after registration under the Act, an assumption agreement with the Declarant (and with the owner of 465 King as a party, but not as a signatory thereto, but enforceable by the owner 465 King directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant (the details of which Restrictive Covenant have been set forth in this Disclosure Statement under the heading "Restrictive Covenant in favour of 465 King Street" and a copy of which Restrictive Covenant is attached as a schedule to proposed bylaw no. 6 included in this Disclosure Statement) and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinbefore defined as the "Restrictive Covenant Assumption Agreement"). Proposed by-law no. 6 shall authorize the Corporation to enter into the Restrictive Covenant Assumption Agreement on or shortly after the registration of this Condominium and a copy of the proposed by-law is included with this disclosure statement.

f) **Assumption of the Car Share Agreement**

Purchasers are advised that the Corporation shall be obligated to execute an assumption agreement with the Declarant and with Car Share as a party (but not as a signatory) thereto, but nevertheless enforceable by Car Share against the Corporation (subject to the Condominium's rights of termination) (herein referred to as the "Assumption of the Car Share Agreement"), in order to evidence and confirm the Condominium's assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under the Car Share Agreement, pursuant to which the dwelling unit owners of this Condominium will have access to a fleet of shared cars (owned, licensed, insured and maintained by Car-Share) that will be stationed at various locations across downtown Toronto, including passenger vehicles that will be provided by Car Share to be stationed and parked on-site in the car-share parking spaces within this Condominium. The car share parking spaces are intended for the use by the dwelling unit owners of this Condominium, provided however, members of the Car-Share company which are not unit owners of this Condominium (herein referred to as the "Other Car-Share Members") shall have the right to access the Condominium's parking garage to use the Car Share passenger vehicles, including the right to access the common elements of the Condominium as may be reasonably necessary to park and otherwise use the said car-share passenger vehicles, subject to such reasonable restrictions as may be imposed by the security concierge retained by the Condominium. The Declarant and the Corporation shall have no responsibility or liability whatsoever with respect to the operation or administration of such car-share program, nor with respect to any charges imposed for use or participation in the program, nor with respect to the availability, quantity, quality or roadworthiness of any car-share vehicles involved in the program, nor with respect to any costs, claims, damages and/or liabilities arising or incurred in connection therewith.

A copy of the proposed Assumption of the Car Share Agreement is included with this disclosure statement.

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

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

Please note that this Condominium's first year budget statement (enclosed with this disclosure statement) provides for a reserve funds being established in respect of this Condominium's common elements and assets.

The first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant, to undertake the reserve fund study on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consultant to undertake the reserve fund study, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole

responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

h) The Condominium's Performance Audit

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

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

The first year budget statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party consultant to undertake the performance audit on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

i) The Condominium's Financial Audit

Purchasers are also hereby advised that the Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. Said financial statements are obliged to be delivered by the Declarant to the board within 60 days after the turnover meeting, in accordance with section 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium (including a balance sheet, a statement of general operations, a statement of changes in financial position, a statement of reserve fund operations, and such other additional statements and information as may be required or prescribed by the Act), and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of sections 66 to 71 of the Act.

The first year budget statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. This estimate has been based on a price figure negotiated by the Declarant with a duly qualified and independent third party accountant, to undertake the financial statements and audits on behalf of the Condominium, after the Condominium has been created. In the event that the board of directors chooses to retain an alternate accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the negotiated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the negotiated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

j) Miscellaneous Service Contracts

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

O. NO AMALGAMATION

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

P. NO AMALGAMATION DOCUMENTS AVAILABLE NOR ENCLOSED

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

Q. FIRST YEAR BUDGET STATEMENT

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

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

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

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

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

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

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

- Rescission of agreement

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

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

 - (a) the date that the purchaser receives the disclosure statement; and
 - (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- Refund upon rescission

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

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

(2) In this section,

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

 - (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation;
 - (b) a substantial addition, alteration or improvement within the meaning of subsection 97(6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43;
 - (c) a change in the portion of units or units that the declarant intends to lease;
 - (d) a change in the schedule of the commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made; or
 - (e) a change in the information contained in the statement described in subsection 161(1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the unit is in a vacant land condominium corporation.
- Contents of revised statement

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

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

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

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice required by subsection (1), the purchaser may, before accepting a deed to the

unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
- (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or declarant, as the case may be, has made an application for the determination.

Declarant's application to court

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

Notice of rescission

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

Refund upon rescission

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

Time of Refund

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

U. RETAINING EXCESS INTEREST ON DEPOSITS

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

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

- i) None of the owners, tenants or occupants of the commercial/retail units in this Condominium, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Shared Amenity Spaces, nor to any of the recreational equipment, facilities or amenities contained therein whatsoever, nor to use any portion of the common elements reserved for the exclusive use of any of the dwelling units in this Condominium.
- ii) No one other than the Declarant (and the authorized agents or representatives of the Declarant, or the Corporation and its authorized agents or representatives) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium, or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and the authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.
- iii) The Declarant shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's or the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in any of the Condominium, from time to time, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the Condominium or its property manager. In addition, the Declarant (and others related or affiliated with the Declarant) and their respective authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion

of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant (or to any others within the Declarant) for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's or the Declarant's marketing/sales/construction/customer-service office(s) and said model suites, until such time as all of the dwelling units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant (and by the others related or affiliated to the Declarant) to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the said marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of the Condominium.

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

W. STANDARD UNIT DEFINITION

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

X. VISITOR PARKING

Save as hereinafter otherwise provided to the contrary in the Condominium's declaration, each of the visitor parking spaces shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in the Condominium from time to time, and by the Declarant's agents, representatives, contractors and invitees from time to time and by servicemen, trade or contractors providing services to the commercial/retail units in the Condominium for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space.

Notwithstanding anything provided in the declaration to the contrary, Purchasers are advised that the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) visitor parking spaces, and to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling and commercial/retail units owned by the Declarant in the Condominium.

None of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements. Where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to the Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle. None of the visitor parking spaces shall be used by customers or visitors of the commercial/retail units or by the general public and/or by the Sackville Owners and/or their Permitted Invitees.

Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Condominium, the term "motor vehicle", when used in the context of the visitor parking spaces, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Condominium may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within the Condominium.

The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the concierge or security personnel retained by or on behalf of the Condominium.

Y. MAJOR ASSETS TO BE PROVIDED BY DECLARANT

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

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

There are no units or assets that the Condominium is required to purchase from the Declarant or others. The Condominium will, however, be required to enter into a management agreement, for the provision of management services to the Condominium, with Del Property Management Inc., a company which is not affiliated with or related to the Declarant. See Article N above for a brief description of the significant features of the management agreement. A copy of the management agreement accompanies this disclosure statement. The Condominium will also be required to enter into a utility monitoring agreement with Provident Energy Management Inc., a company which is not affiliated with or related to the Declarant. See Article N above for a brief description of the significant features of the utility monitoring agreement. A copy of the utility monitoring agreement accompanies this disclosure statement. This Condominium will also be required to enter into a Ground Water Discharge Agreement (or Assumption of Ground Water Discharge Agreement) with the City of Toronto. See Article N above for a brief description of the significant features thereof. The Corporation will have an option to purchase each Sackville Owned Parking Unit subject to the Declarant's prior right of first refusal to acquire the Sackville Owned Parking Units from the Sackville Owner. The Declarant's right of first refusal and the Condominium's option to purchase, shall in each case, be registered on title to the Sackville Owned Parking Units. Purchasers are advised to refer to Section 31 of the proposed declaration included in this Disclosure Statement for further details of the Corporations option to purchase. Purchasers are advised that the first year budget statement included in this Disclosure Statement does not contemplate (nor provide for funds) for the Condominium's exercise of the option to purchase any Sackville Owned Parking Units during the first year after registration. The option is a right to be exercised at the discretion of the Condominium and is not a mandatory obligation, nor is the acquisition of said parking unit(s) necessary for the operation of the Condominium. For these reasons, the foregoing should not be considered a deficiency in the first year operating budget for which the Declarant is responsible for and Purchasers are advised that the Declarant disclaims any obligation to fund the acquisition of any Sackville Owned Parking Unit should the Condominium exercise the option during the first year after registration.

AA. ADJOINING LANDS

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

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

Purchasers are hereby advised that pursuant to section 58 of the Act, the board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

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

Purchasers should pay specific attention to the rules of the Condominium annexed hereto as Schedule "B", which will be adopted and approved by the board of directors of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the damage to pipes and drains caused by misuse, the hanging of signs or notices outside of any unit, the installation of window treatments or coverings, the disposal of garbage, the emission of noise, the obstruction of walkways, the creation of fire risks, the parking of vehicles, the use of motor vehicle elevator, the planting of flowers, the utilization and installation of barbecue equipment, the storage or placement of outdoor seasonal furniture, the keeping of pets and the implementation of any repair work between certain designated hours.

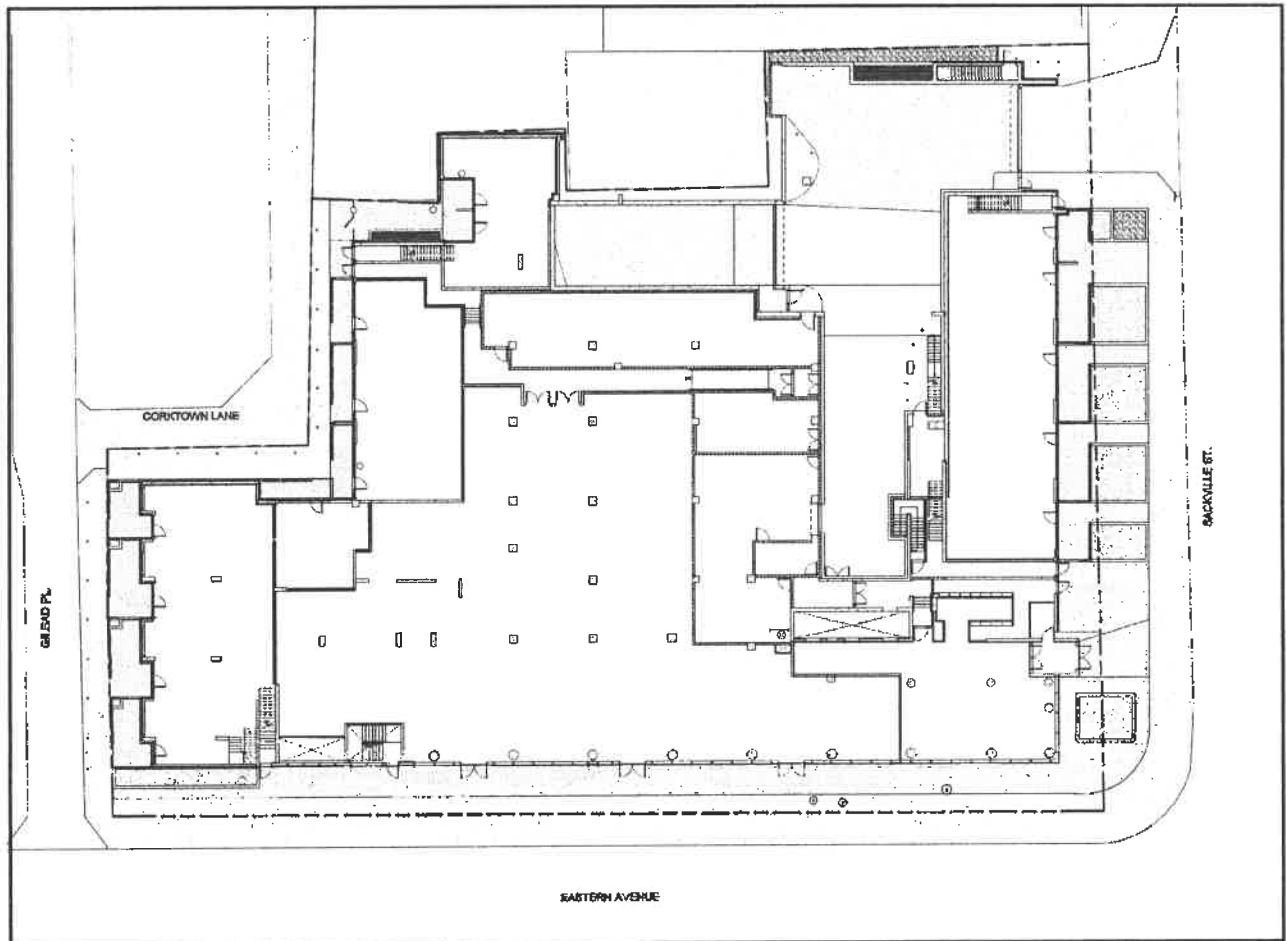
Purchasers should note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

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

SCHEDULE "A"

Site Plan Sketch Outlining the Lands

28eastern



SCHEDULE "B" TO THE DISCLOSURE STATEMENT

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

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

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

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

10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only an automobile, motorcycle, station wagon, mini-van or truck shall have access to and be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. Motorized vehicles shall be driven only on driveway(s) and/or designated parking area(s) and under no circumstances shall same be driven on any ramp(s) and/or within any elevators or any other parts of the Condominium's common elements.
 - c) Save as otherwise provided to the declaration to contrary, each of the visitor parking spaces shall be used only by visitors and guests of the respective owners, residents and tenants of the dwelling units, and by the Declarant's agents, representatives, contractors and invitees and by servicemen, trade or contractors providing services to the commercial/retail units in the Condominium for the purposes of parking thereon (on a temporary basis) one motor vehicle per space. The visitors parking spaces shall not be used by any customers or visitors of any commercial/retail units and/or by any of Sackville Owner and/or his or her Permitted Invitees.
 - d) The bicycles (or e-bikes) of visitors may be parked only in those bicycle parking spaces on level 1 clearly marked or designated for visitors. Visitors may park their bicycles and/e-bikes on a first come first serve basis in the visitors bicycle parking areas for no more than three (3) consecutive days and thereafter must remove such bicycles and/or e-bikes, failing which the bicycle and/or e-bike of any such visitor shall be removed from the Condominium at the expense of the respective bicycle and/or e-bike owner. The bicycle and/or e-bike of owners and/or residents which are parked in the visitor parking areas will also be removed the expense of the respective owner or resident (as the case may be). Bicycles and/or e-bikes shall not be permitted to be stored within any exclusive use balcony and/or terrace areas nor shall any unit owner and/or occupant be permitted to ride or straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or the e-bike when transported within the Condominium; and
 - e) Owner(s), tenant(s) and/or permitted occupant(s) shall be obliged to park his or her motor vehicle in such a manner so as not to prevent or unreasonably restrict the adjacent parking unit owner (or his/her tenants and/or permitted occupants) from being able to use and enjoy the adjacent parking unit for the intended purpose as stated in the Condominium's declaration.
16. The exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's

manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;

- b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor patio, balcony or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
 - c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
 - d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace or patio area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace or patio area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace or patio area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium. Natural gas outlets can only be used to operate gas-powered barbecue equipment and no other equipment can be connected to any natural gas outlets (for example, and without limitation, gas-powered heaters and/burners shall be strictly prohibited).
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than three (3) pets per dwelling unit of which two (2) can only be a dog or a cat, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding any breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of

- same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.
22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
 23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
 24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
 25. Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing) so as to prevent (or limit) any damage to property and/or injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.
 26. Any type of smoking (including without limitation vaporizing e-cigarettes and/or cannabis) is expressly prohibited upon or within any type of indoor or outdoor communal recreational and/or amenity area(s) of this Condominium, except such areas as may be designated by the board or the Condominium's property manager.
 27. **Rules Pertaining to a Sackville Owner (the "Licensee")**
 - i) The Licensee and/or his/her spouse and/or a single dependent (hereinafter the "**Permitted Invitees**") shall be entitled to access the Shared Amenity Spaces through front entrance lobby and using only the most direct route. Such right shall be limited to pedestrian access only and to such elevator(s) and corridors as are necessary to access the Shared Amenity Spaces on levels A(P1), the mezzanine level, level 2 and the rooftop level of the Condominium.
 - ii) The Licensee and/or the Permitted Invitees shall sign-in with the concierge each and every time the Licensee and/or the Permitted Invitees, as the case may be, wish to use the Shared Amenity Spaces and must produce, forthwith upon the request of the Licensor or the Licensor's authorized agent(s) or employee(s) made at any time, and from time to time, and prior to accessing the Shared Amenity Spaces, the name of the Licensee and of each Permitted Invitees, together with identification of the Licensee and of each Permitted Invitees for purposes of confirming their respective identities. Such evidence shall be provided to the concierge each and every time the Licensee and/or the Permitted Invitees wish to access the Shared Amenity Spaces and shall take the form of a driver's license, birth certificate and/or any other government-issued or photo identification evidence acceptable to the Licensor.
 - iii) The Licensee shall pay to the Licensor a security deposit in the amount as set forth in the License Agreement between the Condominium and the Licensee (the "**License Agreement**") plus HST on or before the Commencement Date as set forth in the License Agreement. In addition, on or before the Commencement Date the Licensee shall pay to the Licensor, without abatement, deduction or set off, an annual fee (the "**License Fee**") plus HST as set forth in the License Agreement.
 - iv) In the event the Licensee has been provided with a fob by the concierge to access the Shared Amenity Spaces and fails to return such fob to the concierge (or as otherwise directed) each time after leaving the Shared Amenity Spaces, a replacement fee will be charged to the Licensee in the amount as provided for in the License Agreement per fob and for each time it is not returned, plus HST, or as otherwise advised by the Licensor from time to time.
 - v) No Licensee and/or Permitted Invitees shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Condominium and/or its property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners in the Condominium and in such circumstances steps may be taken to immediately remove the Licensee and/or Permitted Invitees from the Condominium.
 28. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS declaration (hereinafter referred to as this or the "**declaration**") is made and executed pursuant to the provisions of *The Condominium Act 1998 S.O. 1998, c 19*, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "**Act**"), by:

ALTERRA-FINER (CORKTOWN) LTD.
a corporation incorporated under
the laws of the Province of Ontario
(hereinafter referred to as the "**Declarant**")

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

AND WHEREAS the Declarant has constructed a 12 storey building comprising **379 dwelling units** (with no superintendent's suite within this Condominium), **2 commercial/retail units**, **101 parking units**, **283 locker units** and **2 parking/locker units**;

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION

Section 1 - Definitions

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

- a) the "**AAI Agreement**" shall mean the agreement that may be entered into by this Condominium with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;
- b) the "**bicycle storage areas**" shall mean the designated bicycle storage areas within this Condominium and comprising part of the common elements, intended to be used solely in accordance with the provisions of section 18 of this declaration;
- c) the "**board**" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;
- d) "**Bulk Utility Bills**" shall have the meaning ascribed to such term in section 26(b);
- e) "**Commercial Partition Removal**" shall have the meaning ascribed to such term in section 21(e)(i);
- f) "**Closing Date**" shall have the meaning ascribed to such term in section 31 m) of this declaration;

- g) the "**Commercial/Retail Corridor**" shall mean that portion of the common elements located on level 1 that is specifically delineated and designated as such on the description plan filed concurrently herewith, and intended to be used for the purpose of:
- i) facilitating access to and egress from the commercial/retail units and the commercial/retail garbage room unit on level 1, by owners and tenants of the commercial/retail units, and their respective authorized employees, agents, representatives, contractors, invitees and licensees;
 - ii) enabling the authorized employees, agents, representatives and/or contractors of the Corporation (as hereinafter defined) to access the commercial/retail units, in order to facilitate the maintenance, repair and/or servicing of any or all of such commercial/retail units, as well as the maintenance, repair and/or servicing of the clean-out valve(s), plumbing stack(s), shut-off valve(s), the electrical and mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing, storage and/or sewage equipment, installations and/or systems (and all appurtenances thereto) which service or benefit any unit(s) and/or common element area(s) in this Condominium; and
 - iii) facilitating the transport of goods, material and equipment to and from the loading/unloading area(s) at the rear or side of this Condominium, to each of commercial/retail units, and/or to the commercial/retail garbage room unit, and also utilized for the temporary placement of goods, material and equipment being delivered to (or for the benefit of) the respective owners and/or tenants of the commercial/retail units;
- h) the "**Commercial/Retail Garbage Room**", shall mean the designated room on level 1, and intended to be used for the temporary storage, compaction, and/or recycling of garbage emanating solely and exclusively from each of the commercial/retail units, and accessible only by the Declarant and the Corporation and their respective authorized agents, workmen or representatives, and by the respective owners and tenants of each of the commercial/retail units and their respective authorized agents, workmen or representatives, as more particularly set out in section 34 of this declaration;
- i) the "**commercial/retail units**" shall mean units 16 and 17, on level 1, and intended to be used solely for the purposes set out in section 33 of this declaration;
- j) the "**commercial service areas**", shall mean those portions of the common elements on levels 1 and A, intended to be used for the installation of any mechanical, electrical, heating, cooling, plumbing, fire protection, emergency service and/or security equipment and/or fixtures exclusively servicing any or all of the commercial/retail units and/or the Commercial/Retail Garbage Room, including without limitation, any individual heating/cooling units, condensers and/or transformers which provide heating, cooling and/or other services to any of the commercial/retail units and which are (or may hereafter be) affixed to the walls, floor and/or underside of the ceiling of the underground parking garage on level A;
- k) the "**common elements**" shall mean all the property, except the units;
- l) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;
- m) the "**Corporation**", or "**this Corporation**", or the "**Condominium**", or "**this Condominium**" shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;
- n) the "**dwelling units**" shall mean units 1 to 15, both inclusive, on level 1, units 1 to 45, both inclusive, on level 2, units 1 to 44, both inclusive, on level 3, units 1 to 42, both inclusive, on level 4, units 1 to 36, both inclusive on level 5, units 1 to 35, both inclusive on level 6, units 1 to 31, both inclusive on levels 7 and 8, units 1 to 29, both inclusive on level 9, units 1 to 26, both inclusive on level 10, units 1 to 24, both inclusive on level 11 and units 1 to 21, both inclusive on level 12, all intended to be used solely for the purposes set out in section 30 of this declaration;
- o) the "**Electrical Parking Units**" shall have the meaning ascribed to such term in section 31(e) of this declaration;
- p) the "**Governmental Authorities**" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;
- q) "**Handicapped Parking Units**" shall have the meaning ascribed to such term in section 31(d) of this declaration;
- r) "**License Agreement**" shall mean the license agreement entered into by the Corporation and each Sackville Owner which agreement grants a license to the Sackville Owner to access and use the Shared Amenity Spaces and which agreement governs and regulates the license(s) and right(s) granted therein and which License Agreement shall be personal to the Sackville Owner and shall terminate upon the sale or transfer of the Owner's Property other than a sale or transfer to a related person (as defined in

the Income Tax Act) to whom the Sackville Owner also assigns this License Agreement;

- s) the "locker units" shall mean units * to * , both inclusive, on level A, units * to * , both inclusive, on level B, and units * to * , both inclusive, on levels 2 and 3, and units * to * , both inclusive on levels 4 to 12, and intended to be used solely for the purposes set out in section 32 of this declaration;
- t) "Minor Installation" shall have the meaning ascribed to such term in section 21(e) of this declaration;
- u) the "multi-purpose/party room" shall mean the room located on level 2 situate within the Condominium's common elements (and comprising part of the Shared Amenity Spaces), containing a fitness studio, conference room and t.v. room, together with all of the equipment, facilities and furnishings respectively contained therein from time to time, and intended to be used solely in the manner or for the purposes set out in section 23(b) of this declaration;
- v) an "owner" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;
- w) "Owner's Offer" shall have the meaning ascribed to such term in section 31 (l) of this declaration;
- x) "Owner's Property" shall have the meaning ascribed to such term in Section 1 af) of this declaration;
- y) the "parking units" shall mean units * to * , both inclusive, on level A, units * to * , both inclusive, on level B, and intended to be used only in accordance with the provisions of section 31 of this declaration;
- z) the "parking/locker units" shall mean units * and * on level * , and intended to be used only in accordance with the provisions of section 31 of this declaration;
- aa) the "property" shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;
- ab) "Proportionate Share of Residential Utility Consumption" or "P.S.R.U.C." shall have the meaning ascribed to such term in Section 26(e)(i);
- ac) "Proportionate Share of Commercial/Retail Utility Consumption" or "P.S.R.U.C." shall have the meaning ascribed to such term in Section 26(e)(ii);
- ad) "Restrictive Covenant" shall mean the restrictive covenant registered against the Lands in favour of the unit 10, level 1 in York Condominium Plan No. 389; PT LT 12 & PT LT 13 S/S King ST E & PT LT 2 N/S EASTERN AVE PLAN 108, PT 1 66R10005, AS IN SCHEDULE 'A' OF DECLARATION B585949, CITY OF TORONTO (hereinafter referred to as the "Dominant Tenement" or "465 King"), which restrictive covenant includes, covenants and restrictions intended, amongst other matters, to prevent excessive noise and overlook onto the Dominant Tenement and which restrictive covenant shall run with the Lands, in perpetuity (or the maximum period enforceable by law and in any event not less than 99 years) for the benefit of the Dominant Tenement and for any person who may from time to time own, lease or otherwise have an interest in any part of the Dominant Land (including a chargee of the Dominant Tenement) and their respective successors and assigns, and shall include the following restrictions binding upon the Condominium, namely:
 1. The Condominium (referred to in the Restrictive Covenant as the "Burdened Owner") shall not construct balconies, terraces and/or green roofs upon the Lands that are visible from the residential and commercial lands and a building with the municipal address 465 King Street E (ie the Dominant Tenement) unless constructed with standard frosted or grey/white opaque balcony glazing with an approximate height of 2 inches to 39 inches above the balcony slab, except any glass on balconies facing west on Gilead Street do not have to be frosted or opaque;
 2. The Condominium shall not construct, configure or alter the second storey outdoor common amenity area (hereinafter the "Second Storey Area") unless it installs fixed metal or precast planters and tall artificial plants to prevent excessive noise and overlook onto 465 King. Planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance or maintenance purposes. The Second Storey Area shall not be used for outdoor events or allow amplified sound.
 3. The fifth floor (level 5) green roof (the "Green Roof") shall not be used as an amenity space. The Green Roof shall not be used or accessed by residents or visitors to the Condominium;
 4. The Condominium shall not install or permit outdoor speakers or amplification in common

areas of the Condominium, but this restriction shall not apply to private balconies or to the rooftop amenity space facing Eastern Avenue;

5. The Condominium shall not permit private garbage and recycling vehicles and delivery trucks servicing the Condominium to access the Condominium between 11:00 pm and 7:00 am;
6. The Condominium's declaration, bylaws, rules and regulations shall, at all times, contain the following provisions and restrictions:
 - a. planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance purposes;
 - b. the Second Storey Area shall not be used for outdoor events or amplified sound;
 - c. any use of the Second Storey Area other than as a quiet area is prohibited; and
 - d. a prohibition on use of the Green Roof as an amenity space and prohibiting access and use of the Green Roof by residents and visitors to the Condominium.

The Condominium shall, immediately after registration under the Act, be obliged to enter into an assumption agreement with the Declarant (and with the owner of the Dominant Tenement as a party, but not as a signatory thereto, but enforceable by the owner of the Dominant Tenement directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinafter referred to as the "**Restrictive Covenant Assumption Agreement**");

- ae) the "**rules**" shall mean the rules passed by the board of directors of this Condominium and becoming effective in accordance with the provisions of section 58 of the Act;
- af) "**Sackville Owner**" shall mean any one of the current registered owners of the lands municipally known as 21, 23, 25, 27, 29, 31 and 33 Sackville Street, Toronto (hereinafter referred to as the "**Owner's Property**"). A "**Sackville Owner**" shall also include a permitted transferee of a Sackville Owner as provided for in this declaration. For purposes of clarity, where there is more than one person listed as a registered owner in the parcel register of the Owner's Property, the term "**Sackville Owner**" shall be read as a reference to those persons collectively as a single "**Sackville Owner**" and not to each person individually;
- ag) "**Sackville Owned Parking Units**" shall mean parking units _____ on levels _____ acquired by a Sackville Owner as at the date of this declaration;
- ah) the "**Terrace Landscaping**" shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole, unfettered and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of this declaration;
- ai) "**Shared Amenity Spaces**" shall mean the recreational facilities and other specific amenity areas forming part of the common elements (portions of which are physically situate and/or accessible from levels 1, 2, the mezzanine level respectively), and comprising or containing:
 - i) Vestibule(s) and a lobby situate on level 1 with an onsite concierge;
 - ii) a multi-purpose/party room with t.v. room, men's and women's washrooms, all of which amenities and facilities are situate on the mezzanine level;
 - iii) co-working space on the mezzanine level;
 - iv) pet wash station on level A (P1) of the underground garage;
 - v) family room on mezzanine level;
 - vi) passive programmed seasonal outdoor amenity area on 2nd level accessible from level 2; and
 - vii) outdoor rooftop amenity area on roof top level;

together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreational and amenity areas from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant, the respective owners, residents, tenants and invitees of the dwelling units in the Condominium and each Sackville Owner and his/her spouse and/or a single dependent, provided that no more than four (4) persons per each Sackville Owner. For purposes of clarity, tenants and/or occupants of the Sackville Owners and/or of the Owner's Property shall not, under any circumstances, be given access to any of the Shared Amenity Spaces.

- aj) the "**Shared Facilities Agreement**" shall mean any shared facilities agreement to be entered into by the Corporation and each Sackville Owner upon the proclamation of Section 21.1 (1) of the Act, which agreement is intended to have substantially the same terms and content as the License Agreement save

that it shall include such other terms and provisions as reasonably required by the provisions and regulations of the Act and which shall be registered accordance with the regulations (once same have been promulgated), but which agreement shall in no event include easements or other rights appurtenant to or benefitting the Sackville Owner and/or the Owner's Property, it being the intention that the license(s) and rights granted to the Sackville Owner shall be personal to the Sackville Owner. [*Purchasers are advised that as at the date of the Declarant's disclosure statement Section 21.1 (1) of the Act has not been proclaimed as enacted*];

- ak) a "unit" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a "unit", insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act; and
- al) "Utility Monitor" shall mean the third party contractor retained by the Condominium, to read the utility check meters appurtenant to each of the dwelling units, Electrical Parking Units, as applicable, and commercial/retail units in the Condominium, as applicable.

Section 2 - Statement Confirming the Act Governs the Lands

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

Section 3 - Statement Confirming the Type of Condominium Created

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

Section 4 - Consent of Outstanding Mortgagees

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

Section 5 - Inclusions/Exclusions from Units

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

- a) **each dwelling unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**
- i) the complete water source heat pump unit or system (and all equipment and fixtures appurtenant thereto, including the valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit));
 - ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and
 - iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;

- b) **each dwelling unit shall exclude:**
- i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;
 - ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;
 - iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
 - iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
 - v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);
- c) **each parking unit and parking/locker unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit or retail parking unit), and shall also exclude:
- i) any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any parking unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls; and
 - ii) any water proofing membrane, asphalt traffic topping or any other protective coating or substance affixed to, or installed upon, the unit side face or upper surface of the concrete floor slab beneath such parking unit or retail parking unit;
- d) **each locker unit shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any locker unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any bicycle storage/locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls;
- e) **each commercial/retail unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include:**
- i) the complete water source heat pump unit or system (and all equipment and fixtures appurtenant thereto, including the valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, which carry or conduct either hot water or chilled water to any such unit) which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit); and
 - ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such commercial/retail unit only (regardless of whether same are installed or located within or beyond the boundaries thereof).
- f) **each commercial/retail unit shall exclude:**
- i) all concrete, concrete block or masonry portions of load bearing walls or columns, as well as all structural or load bearing columns or beams located within the boundaries of any such unit;
 - ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;

- iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;
- iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and
- v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes).

Section 6 - Common Interest and Common Expense Allocation

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

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

The Corporation's **address for service** shall be:

920 Yonge Street
Suite 1000
Toronto, Ontario
M4W 3C7

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

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

28 Eastern Avenue
Toronto, Ontario

Section 8 - Exclusive Use Common Elements

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

Section 9 - Conditions of the Approval Authority

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

- a) Visitor parking spaces will be clearly delineated on the condominium plan to be registered, and the declaration shall contain a clause clearly specifying that visitors' parking shall form part of the common elements, and neither be used by nor sold to any unit owners, nor be considered part of the exclusive use portions of the common elements;
- b) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit. Alternatively, non-visitor handicapped parking spaces can be made part of the common elements, however all condominium documents, including the declaration and description, must state that the condominium corporation will retain control over the spaces and that they cannot be made exclusive use portions of the common elements. All non-visitor handicapped parking spaces must conform to one of the alternatives identified above; and
- c) The Declarant shall ensure that there are separate water meters or check meters for the different components of this Condominium building or shall include wording in the declaration that the services are to be shared and will designate who will be responsible to the local water authority (not to the City of Toronto in case of a change in the future) for payment in full of the water bill.

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

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

Section 11 - Composition of First Board of Directors

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of five (5) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted at any time following the turnover meeting (convened in accordance with the provisions of section 43 of the Act) in respect of this Condominium.

PART 2 - COMMON EXPENSES

Section 12 - Specification of Common Expenses

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

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

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

Section 13 - Payment of Common Expenses

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

of common expense arrears).

Section 14 - Reserve Fund

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

Section 15 - Status Certificate

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

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

Section 16 - General Use of the Common Element Areas

- a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or appurtenant to his or her unit in **Schedule "F"** annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this declaration, the by-laws and rules of the Corporation, and any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. However, save and except as expressly provided or contemplated in this declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the common elements that:
 - i) will result in a contravention of any term or provision set out in the Act, this declaration, the by-laws and rules of the Corporation, and in any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;
 - ii) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any unit or common element area;
 - iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective units; or
 - iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the

Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). 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 short-term leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, whether in a furnished or unfurnished state, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than ninety (90) consecutive days, and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or any deductible amounts regarding the Corporation's insurance shall not apply with respect to the short-term leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, whether in a furnished or unfurnished state, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than ninety (90) consecutive days.

- b) No one shall, by any conduct or activity undertaken in or upon any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this declaration, any by-law and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law, including the License Agreement, and if and when entered into the Shared Facilities Agreement.
- c) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

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

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

- a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

- c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented or imposed by the security concierge situate in the lobby of (or elsewhere within the confines of) this Condominium;

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

Section 18 - Use of the Bicycle Storage Areas

The interior bicycle storage areas situate on level 1, the mezzanine level and level A (P1) of this Condominium shall be designated and used only for the temporary storage of bicycles of the residential dwelling owners and tenants, with a total capacity for approximately 340 bicycles. There are bicycle storage areas dispersed throughout level 1 of the Condominium for the visitors to the residential occupants in this Condominium, with a total storage capacity for approximately 38 bicycles. There are also bicycle storage areas dispersed throughout level 1 of the Condominium for use by visitors to the retail/commercial units comprised of approximately 3 long term bicycle storage spaces and 6 short term bicycle storage spaces. All bicycle spaces within each of the resident bicycle storage areas shall be assigned and allocated on a "first come, first served" basis, by the Corporation or its property manager. The use of said bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. All visitor bicycle spaces within each of the visitor bicycle storage areas shall be available to visitors on a "first come, first served" basis.

Section 19 - Use of Residential Garbage Storage/Recycling Room

- a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a garbage storage and recycling room equipped with an automated recycling and waste sorting system, situate on level 1, and comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating exclusively from any of the dwelling units in this Condominium.
- b) Municipal garbage pick-up service may be available to this Condominium only for the collection and removal of garbage and refuse emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled municipal garbage pick-up days. Accordingly, on designated municipal garbage collection and pick-up days only, the Corporation shall arrange for this Condominium's residential garbage container bins to be moved between the residential garbage storage and recycling room, to a concrete storage/collection pad that will accommodate the Condominium's residential garbage bins. The City of Toronto may, in turn, require payment of a service charge from the Corporation associated with the municipality's provision of containerized garbage collection services for the residential component of this Condominium, and if so, all such municipal garbage collection charges shall constitute part of the common expenses of the Corporation.
- c) The Corporation shall arrange for a trained person to be present during the collection/removal of residential garbage refuse from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers (situate within the residential garbage storage/recycling room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson

when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days.

- d) All costs and expenses associated with either a private garbage collection service or the municipality's provision of containerized garbage collection services for this Condominium, shall constitute part of the common expenses of the Corporation.

Section 20 - Restricted Access and/or Use of Certain Common Element Areas

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant (and the authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium (save and except for the owner of the communication control unit and its authorized agents, tenants and/or representatives), or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and the owner of the communication control unit and their authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager.
- b) None of the owners, tenants or occupants of any of the commercial/retail units, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, shall have any right of access to, nor any use or enjoyment of, any portion of the Shared Amenities Spaces, nor any of the equipment, facilities or amenities contained therein or operated therefrom whatsoever, nor any portion of the common elements situate above level 1 (including being prohibited from using the residential entrance and lobby and any of the Condominium's elevators), or any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the owners and tenants of each of the commercial/retail units, and their respective authorized agents, representatives, employees and contractors, shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:
- i) the commercial/retail units, the Commercial/Retail Garbage Room, the Commercial/Retail Corridor, or the shared loading/moving area, all of which are situate on level 1, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;
 - ii) the commercial service areas on levels 1 and A respectively;
 - iii) the complete water source heat pump unit or system (and all equipment and fixtures appurtenant thereto, including the valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers) which provides both heating and cooling services to the unit exclusively (all of which equipment, fixtures, installations and/or systems are located on levels 1 and/or A);

- iv) those areas on level 1 or A of this Condominium which contain or house water and electricity meters or check meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of any or all of the commercial/retail units; and
 - v) this Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof); subject however to such reasonable and customary restrictions on access thereto as may be implemented by property management or any security personnel retained by or on behalf of this Condominium.
- c) None of the owners or tenants of any of the dwelling units, nor any of their respective agents, representatives, contractors, invitees or licensees, shall have any right of access to (nor any use or enjoyment of) any heating and air-conditioning compressors and condensers (and any other appurtenant heating and/or cooling equipment, fixtures, installations and/or systems) servicing any of the commercial/retail units, nor to the Condominium's mechanical, electrical and/or telephone or telecom room(s) utilized in connection with the operation of the commercial/retail units (or any portion thereof), nor to the Commercial/Retail Garbage Room, the Commercial/Retail Corridor, save and except for pedestrian access and egress thorough the Commercial/Retail Corridor for emergency/fire egress purposes only.
- d) The car share spaces located on level [TBA] in the Condominium forming part of the common elements shall be subject to a car-share agreement with a car share services provider determined by the Declarant prior to registration (such provider hereinbefore referred to as the "**Car Share Provider**" and such agreement herein referred to as the "**Car Share Agreement**") for purposes providing car share services to residential dwelling unit owners, tenants and occupants of the Condominium. Under no circumstances shall a Sackville Owner (whether or not such Sackville Owner is also a registered owner of a Sackville Owned Parking Unit) have access to (or have the right to use) any of the car share services provided by Car Share Provider in this Condominium. Pursuant to the terms of the Car Share Agreement, the dwelling unit owners of this Condominium, their tenants and occupants, will have access to a fleet of shared cars (owned, licensed, insured and maintained by the Car-Share Provider) that will be stationed at various locations across downtown Toronto, including passenger vehicles that will be provided by the Car Share Provider to be stationed and parked on-site in the car-share parking spaces within this Condominium. The car share parking spaces are intended for the use by the dwelling unit owners of this Condominium, their tenants and occupants provided however, members of the Car-Share Provider which are not unit owners of this Condominium (hereinafter referred to as the "**Other Car-Share Members**") shall have the right to access the Condominium's parking garage to use the Car Share Provider's passenger vehicles, including the right to access the common elements of the Condominium as may be reasonably necessary to park and otherwise use the said car-share passenger vehicles, subject to such reasonable restrictions as may be imposed by the concierge retained by the Condominium. The Declarant and the Corporation shall have no responsibility or liability whatsoever with respect to the operation or administration of such car-share program administered by the Car Share Provider, nor with respect to any charges imposed for use or participation in the program, nor with respect to the availability, quantity, quality or roadworthiness of any car-share vehicles involved in the program, nor with respect to any costs, claims, damages and/or liabilities arising or incurred in connection therewith. The Corporation shall execute the Car Share Agreement directly with the Car Share Provider soon after registration (or in the alternative, the Corporation shall execute an assumption agreement with the Declarant and the Car Share Provider as a party (but not as a signatory) thereto, but nevertheless enforceable by the Car Share Provider against the Corporation (subject to the Condominium's rights of termination) in order to evidence and confirm the Condominium's assumption and commitment to abide by all outstanding and ongoing obligations and liabilities of the Declarant arising under the Car Share Agreement (such assumption agreement hereinafter referred to as the "**Assumption of the Car Share**

Agreement”).

Section 21 - Modification of Common Elements, Assets and Services

a) General Prohibition

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she has a duty to maintain or repair in accordance with the provisions of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in respect of any proposed addition, alteration or improvement to the common elements in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no owner of a dwelling unit and/or a commercial/retail unit shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.

b) Substantial Additions, Alterations or Improvements

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

c) Non-Substantial Additions, Alterations or Improvements

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

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

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

e) Commercial Partition Removal and Minor Installations

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

- i) the removal or replacement of the whole or any portion of any non-structural or non-load bearing partition or demising wall(s) or column(s) situate within any commercial/retail unit, or situate between adjoining commercial/retail units which are owned by the same party or parties (hereinafter referred to as the "**Commercial Partition Removal**"), provided that the Commercial Partition Removal is undertaken at the sole cost and expense of the Declarant or the owner desiring to undertake same (as the case may be), and provided further that the provisions set out

in section 21(f) hereof are complied with;

- ii) any alteration, addition, improvement to or renovation of the common elements situate within any of the commercial/retail units which is in the nature of a leasehold improvement thereto;
- iii) any change or alteration undertaken or effected to any portion of the common elements pursuant to an obligation imposed upon the Corporation set forth in this declaration, any by-law and/or any agreement(s) authorized by any by-law; and
- iv) any activity or work in the nature of piercing, puncturing, protruding onto, installing upon, hanging from or affixing to any portion of the common elements that is desired or required by the Declarant and/or any owner of a commercial/retail unit, in connection with the installation, servicing, maintenance, repair and/or operation of any water, gas, electricity, telephone or television service, and/or any mechanical, electrical, plumbing, heating, cooling, refrigeration or other ancillary servicing system, equipment or fixture which, in turn, is necessary or desirable for the operation or servicing of any of the commercial/retail units, but which does not require the removal of any structural reinforcing element or feature contained within the common elements, and which does not affect the structural integrity or load-bearing capacity of any unit(s) and/or any portion of the common elements, and for purposes of clarification, any such permitted activity or work shall include, without limitation, the following, namely:

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

(with each of the foregoing described activities or work being hereinafter individually referred to as a "Minor Installation" and collectively referred to as the "Minor Installations"), on the express understanding that each Minor Installation shall be undertaken at the sole cost and expense of the Declarant or the unit owner desiring to implement same (as the case may be), and provided further that the requirements set out in section 21(f) below are complied with.

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

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

- i) Copies of all plans, drawings and specifications prepared by a certified architect or engineer (showing in complete detail the proposed construction within or adjacent to the subject unit, and illustrating in sufficient detail the manner in which the common elements of the Corporation may be affected thereby) shall be submitted to the board for its approval prior to the commencement of any Commercial Partition Removal and/or Minor Installation;

- ii) The Declarant or owner seeking to implement the Commercial Partition Removal and/or any Minor Installation shall comply with the provisions of all applicable building, fire, health and safety rules and regulations imposed by the Governmental Authorities, and shall procure a building permit prior to the commencement of any work in connection with the Minor Installation, if same is required by the Governmental Authorities;
- iii) The board shall give the Declarant or owner seeking to implement the Minor Installation reasonable access to the Condominium's plans, drawings and specifications within the Corporation's possession or control which pertain to the Condominium's building and servicing systems, in order to assist the Declarant or such owner (and its consultants) to determine the safest and most expeditious manner of installing or completing the Minor Installation;
- iv) The board shall ensure that no actions or steps are taken by or on behalf of the Corporation (or by anyone else) which would unreasonably limit, restrict or interfere with access to those common element areas affected by the proposed Minor Installation at all reasonable times by the Declarant or the said owner seeking to implement the Minor Installation (and its/their authorized workmen, agents and contractors) in order to facilitate and expedite all requisite work in connection with the Minor Installation;
- v) Adequate measures shall be taken by the Declarant or the unit owner seeking to implement the Commercial Partition Removal and/or the Minor Installation to minimize, as far as reasonably possible, any noise, interference, vibration or other disturbance or inconvenience arising from any construction operations in connection therewith, and without limiting the generality of the foregoing, it is hereby declared and stipulated that any work, services or construction activity undertaken in connection with any Commercial Partition Removal and/or Minor Installation shall be carried out only between the hours of 8:00 a.m. to 6:00 p.m - Monday through Saturday (thereby excluding Sundays and statutory holidays);
- vi) Any Minor Installation involving the hooking into (or connection with) any of the Condominium's servicing systems shall, where applicable, require the subject unit to be connected to a consumption or check meter, in order to allow the Corporation to monitor the extra or additional electricity and/or water service consumed (if any) by the subject unit as a result of such Minor Installation (and to charge/invoice the said owner accordingly for same), and shall require the Declarant or the subject unit owner to provide the board with a certificate from a duly qualified engineer confirming that the Minor Installation intended to be implemented meets all applicable requirements of the public or local utility authority, and all requirements of the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable), and that the subject unit will (after the Minor Installation has been completed) operate within the permitted utility or service tolerances (or maximum consumption capacities) designed for the commercial/retail units, in order to ensure that the Condominium's overall services will not exceed permitted or acceptable levels once the Minor Installation is completed. If such tolerances or capacities will be exceeded, then the Declarant or the unit owner seeking to implement the Minor Installation will be required to procure such upgraded power or service directly from the public or local utility authority or provider, at its sole cost and expense;
- vii) The contractor(s) performing any Minor Installation shall be approved, in advance, by the board of directors or the Declarant, acting reasonably;
- viii) All reasonable fees and disbursements incurred (or to be incurred) by the Condominium in retaining its own independent engineer or consultant (and which engineer or consultant has concomitantly been approved by the Declarant) to review the proposed plans, drawings and specifications of the owner of the commercial/retail unit desiring to implement the Minor Installation (if and when such third party review is deemed necessary or desirable by the board)

shall be fully paid for by such unit owner; provided however that in those circumstances where the Declarant desires to implement the Minor Installation, then the Condominium shall bear, on its own, all such fees and disbursements incurred by the Corporation in retaining any engineer or consultant to review the Declarant's proposed plans, drawings and specifications; and

- ix) Adequate liability insurance naming the Condominium as a named insured (along with evidence that the annual premium for such insurance coverage has been paid) shall be procured prior to the commencement of the Minor Installation, and a certified copy thereof shall be delivered to the board by the Declarant or the unit owner desiring to implement the Minor Installation, with the said insurance to contain or incorporate such provisions as the Condominium (or its designated insurer) deems adequate or appropriate in order to protect the Condominium from liability for loss and/or damage occasioned to persons and/or property as a result of the implementation of the Minor Installation.
- g) No partition or demising wall that separates adjoining commercial/retail units shall be removed or dismantled unless the Declarant or the owner seeking to do so owns both adjoining units prior to the commencement of the Commercial Partition Removal. Notwithstanding any Commercial Partition Removal as aforesaid, the said adjoining commercial/retail units so affected thereby shall still constitute two separate units, as illustrated in the description filed concurrently herewith, and all obligations of the owner(s) of the said two adjoining commercial/retail units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law), shall remain unchanged. Where any partition or demising wall has been so removed, the owner(s) of the two adjoining commercial/retail units may thereafter resurrect or reconstruct the said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of same to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation.
- h) **AAI Agreement**
Despite the language in section 21(e) hereof which provides that a Commercial Partition Removal and Minor Installations shall not be considered to constitute an addition, alteration, improvement to or renovation of the common elements, and for the express purpose of ensuring that the provisions of sections 97 and 98 of the Act are complied with, it is hereby expressly declared and stipulated that any Commercial Partition Removal or Minor Installation desired to be undertaken or implemented in accordance with the preceding provisions of this declaration shall also be the subject of (and shall correspondingly be expressly permitted by) the terms and provisions of an AAI Agreement that shall be entered into by the Corporation with either the Declarant or any successor owner of the affected commercial/retail unit desiring to implement same, as the case may be.
- i) **As-Built Drawings**
A copy of the complete set of "as-built" architectural and structural plans and specifications for the buildings comprising this Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the common elements or any portion thereof [or to any unit(s)] which required the prior written approval of the board, shall be maintained in the office of the Corporation or of its property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building, any of the units and/or the common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or exclusive use common element area

appurtenant thereto.

PART 4 - SHARED AMENITIES AREAS

Section 22 - General Use of the Shared Amenity Spaces

- a) Subject to the overriding provisions of the Act, the use of the Shared Amenity Spaces by the Declarant, and by the unit owners within the Condominium (and their respective residents, tenants and invitees), shall at all times be subject to (and be governed and regulated by) the provisions of the declaration of the Condominium bylaws and rules and regulations (hereinafter collectively referred to as the "Condominium Governing Documents").
- b) Subject to the overriding provisions of the Act, the use of the Shared Amenity Spaces by the Sackville Owners and the Permitted Invitees shall at all times be subject to (and governed by) the provisions of the Condominium Governing Documents and the terms of the License Agreement.

Section 23 - Specific Use of the Shared Amenity Spaces

- a) Subject to the overriding provisions set out in section 23(i) hereof, Shared Amenity Spaces shall be used and enjoyed only by the Declarant, and by the respective dwelling unit owners within the Condominium from time to time, and their respective residents, tenants and invitees, for general recreational purposes and by the Condominium, for meetings convened to conduct the business and affairs of the Condominium (provided any such meeting(s) can reasonably be physically accommodated within the confines of the Shared Amenity Spaces), and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Shared Amenity Spaces, in accordance with all applicable by-laws and regulations of the Governmental Authorities.
- b) The multi-purpose/party room situate on level 2 of the Condominium shall be used and enjoyed only by the Declarant, and by the owners of the dwelling units in each of the Condominium from time to time, together with their respective residents, tenants and invitees, for parties and general social and/or recreational purposes, and for meetings convened to conduct the business and affairs of the Condominium, in accordance with all applicable by-laws and regulations of the Governmental Authorities. A minimal damage/security deposit, together with a service/cleaning charge (as well as a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests invited to any parties or meetings held within the multi-purpose/party room) may be levied or charged by the Corporation, in its respective sole, unfettered and unchallenged discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant (while owning any dwelling unit within and/or the commercial/retail unit of the Condominium) under any circumstances whatsoever, nor shall same be payable with respect to any meeting(s) of the board of directors (or of the owners) of the Condominium, convened for the purpose of formerly conducting the business and affairs of the Condominium.
- c) The property management office situate within the Shared Amenity Spaces shall only be used by the property manager retained by or on behalf of the Condominium (and such manager's personnel or staff for office administration purposes in connection with the overall management and ongoing operation/administration of the Condominium, as well as the management of the Shared Amenity Spaces (or any portion thereof). The use of the management office shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Condominium.
- d) The loading/moving area accessible on level 1 shall be used as a loading, unloading and moving area by the Condominium and the dwelling unit owners and commercial/retail unit owners and their respective tenant(s) and occupant(s) for the moving, and for the loading, unloading and transporting of furnishings, equipment and/or other personal property of any of the dwelling unit owners and for the loading, unloading and transporting of the freight, equipment and/or other property of (and/or deliveries of) any of the owners /or tenants of the commercial/retail unit(s)(with the scheduled use of such shared

loading area to be coordinated by the Condominium's property manager).

- e) It is expressly declared and stipulated that no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Shared Amenity Spaces by the Declarant and by the dwelling unit owners and/or their respective residents, tenants and invitees, or by the Sackville Owners, provided however that in the case of the Sackville Owner such access shall be personal to the Sackville Owner and his/her spouse and/or a single dependent (hereinafter the "**Permitted Invitees**") and no more than four (4) persons shall have access at any given time in accordance with the terms of the License Agreement and provided further that in each case such access, egress and/or use shall at all times be subject to the Condominium Governing Documents and the reasonable and customary restrictions imposed or implemented by the security personnel operating the concierge station.
- f) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that the Declarant shall be entitled to use and occupy any portion of the Shared Amenity Spaces exclusively, for the marketing, sales, construction and/or customer service programs of the Declarant implemented in connection with the Condominium, and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions of the Shared Amenity Spaces as the Declarant may determine or select, in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling and commercial/retail units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred to the respective unit purchasers thereof. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of the Shared Amenity Spaces, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall the Condominium (nor anyone else acting on behalf of the Condominium) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites.
- g) The Condominium shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the common element areas of the Condominium by the Declarant and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel operating the shared concierge station and retained by or on behalf of the Condominium.
- h) The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of the Shared Amenity Spaces, and within or outside any unsold units within the Condominium, pursuant to the ongoing marketing program of the Declarant in respect of the Condominium, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling and commercial/retail units in the Condominium (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof, all at no charge or cost to the Declarant whatsoever.

- i) The Condominium shall exclusively control and govern all matters relating to the operation, maintenance and repair of the Shared Amenity Spaces, and the budgeting of all costs and expenses related thereto, including without limitation, the establishment of the appropriate level of services in respect of the Shared Amenity Spaces and the standard of maintenance and/or repair thereof, as well as the establishment of hours of use or operation in respect of each of the Shared Amenity Spaces, with the corresponding power and authority of the Declarant to unilaterally designate and/or restrict certain areas of use within any portion of the Shared Amenity Spaces, including the right to restrict the use of any particular amenities, services and/or equipment located within any portion of the Shared Amenity Spaces (in order to best co-ordinate the operation and use of same with the marketing, sales, customer service and/or construction operations or programs implemented from time to time by the Declarant in respect of the Shared Amenity Spaces to which the Shared Amenity Spaces and all of the dwelling unit owners thereof (and their respective residents, tenants and invitees) shall be subject.
- j) The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within the Condominium (or any portion thereof), or may (at the sole option and unchallenged discretion of the Declarant) leave any or all of same therein to or for the benefit of the Condominium.
- k) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the visitor parking spaces (comprising part of the common elements of this Condominium) shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in the Condominium from time to time, and by the Declarant's agents, representatives, contractors and invitees from time to time and by servicemen, trade or contractors providing services to the commercial/retail units in the Condominium [and with each of such visitor parking spaces to be clearly designated for "visitor parking only"] for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs.
- l) Notwithstanding anything provided in this declaration to the contrary, it is expressly declared and stipulated that:
 - i) the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) visitor parking spaces, and to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling and commercial/retail units owned by the Declarant in the Condominium;
 - ii) none of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements;
 - iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to the Condominium, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle; and
 - iv) none of the visitor parking spaces shall be used by customers or visitors of the commercial/retail units, by the general public and/or by the Sackville Owners and/or by their Permitted Invitees.
- m) Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Condominium, the term "motor vehicle", when used in the context of the visitor parking spaces, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the

Condominium may wish to exclude from the property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within the Condominium.

- n) The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the concierge or security personnel retained by or on behalf of the Condominium.
- o) Each Sackville Owner shall have a non-exclusive, personal right of access to the Shared Amenity Spaces at no cost except as set forth in this subsection and subject to the entering into (and abiding by) the terms and provisions of the License Agreement, which License Agreement shall be a precondition to exercising such right of access to the Shared Amenity Spaces. The License Agreement shall provide, amongst other terms, that:
 - (i) The non-exclusive, personal right of access shall be for the benefit of the Sackville Owner and the Permitted Invitees, provided that no more than four (4) persons shall have access at any given time;
 - (ii) The non-exclusive, personal right will be non transferable and will end on the date on which the Sackville Owner sells or transfers the Owner's Property other than to a related person (as defined in the Income Tax Act) to whom the Sackville Owner also assigns the License Agreement;
 - (iii) The Sackville Owner's non-exclusive, personal right of access to the Shared Amenity Spaces will be governed by the terms and conditions of the License Agreement, the Condominium Governing Documents and the property manager; and
 - (iv) The Sackville Owner shall contribute to the Condominium's cost of operating, maintaining and repairing such Shared Amenity Spaces, which contribution shall be equal to the lesser of: (a) the monthly common expense amount attributable to a parking unit; or (b) an amount calculated by multiplying the per square foot contribution by the area of a parking unit, but no greater than the per square foot contribution required of an owner of a dwelling unit in the Condominium (hereinafter referred to as the "License Fee"), unless a Sackville Owner owns a Sackville Owned Parking Unit, in which case, such Sackville Owner while owing such Sackville Owned Parking Unit, shall not be required to pay a License Fee;
 - (v) If a Sackville Owner is not also a registered owner of a Sackville Owned Parking Unit, or if a Sackville Owner was an owner of a Sackville Owned Parking Unit or a transferee but subsequently transferred such Sackville Owned Parking Unit as permitted by the provisions of this declaration, such Sackville Owner shall, in addition to the entering of the License Agreement, upon the proclamation of Section 21.1 (1) of the Condominium Act 1998 (Ontario), enter into the Shared Facilities Agreement with the Condominium Corporation as a precondition of having access to the Shared Amenity Spaces. The Shared Facilities Agreement must meet the prescribed requirements of Section 21.1 (1) of the Condominium Act 1998 (Ontario), and may include, without limitation, a requirement that the Sackville Owner contribute to the Condominium's cost of operating, maintaining and repairing such Shared Amenity Spaces, which contribution shall be calculated in the same way as the License Fee but shall in no event include easements or other rights appurtenant to or benefitting any land owned by the Sackville Owner, it being the intention that the rights of the Sackville Owner thereunder shall be personal to the Sackville Owner and subject to the other provisions of this subsection .

PART 5 - UTILITY METERING AND PAYMENT OF UTILITY COSTS

Section 24 - Dwelling Unit Check Meters and Heating/Cooling Systems

Each of the dwelling units in this Condominium shall be:

- a) serviced by (and equipped with) an individually controlled and independently operated water source heat pump unit or system, which will be connected to (and operated by) a central building mechanical plant situate on the roof of (or elsewhere within the confines of) this Condominium, which will provide heating and cooling services to each dwelling unit, together with an in-suite energy recovery ventilation system which will provide fresh air to each dwelling unit;
- b) individually check metered (and correspondingly separately invoiced) for their respective electricity consumption, so that the cost of each dwelling unit's electricity consumption (reflecting the electricity utilized or consumed by each dwelling unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses; and
- c) individually check metered (and correspondingly separately invoiced) for their respective consumption of domestic hot and cold water service, so that the cost of each dwelling unit's hot and cold water consumption (reflecting the quantity of hot and cold water utilized or consumed by each dwelling unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses.

Section 25 - Commercial/Retail Unit Check Meters and Heating/Cooling Systems

Each of the commercial/retail units in this Condominium shall be:

- a) serviced by (and equipped with) an individually controlled and independently operated water source heat pump unit or system, which will be connected to (and operated by) a central building mechanical plant situate on the roof of (or elsewhere within the confines of) this Condominium, which will provide heating and cooling services to each commercial/retail unit, together with an in-suite energy recovery ventilation system which will provide fresh air to each commercial/retail unit; and
- b) individually check metered for their respective water and electricity consumption, so that the cost of each commercial/retail unit owner's water and electricity consumption (reflecting the water and electricity utilized or consumed by each owner's commercial/retail unit and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses.

Section 26 - Bulk Utility Meters and Bulk Utility Bills

- a) Water, electricity and natural gas service to the non-exclusive use common element areas of this Condominium, will be bulk-metered, and shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that each of the dwelling units shall be:
 - i) individually check metered by way of an electricity check meter installed as an appurtenance to the dwelling unit, for its respective electricity consumption, so that the cost of each dwelling unit's electricity consumption (reflecting the electricity utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses;
 - ii) individually check metered by way of a hot and cold water check meter(s) installed as an appurtenance(s) to the dwelling unit, for its respective consumption of hot and cold water, so that the cost of each dwelling unit's hot and cold water consumption (reflecting the quantity of hot and cold water utilized or consumed by each owner's dwelling unit and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses;
- b) The Condominium will receive bulk invoices from the water, natural gas and electricity consumed by all of the units and common elements as a whole, from the local water, natural gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the "**Bulk Utility Bills**") and the Condominium shall be obliged to pay, in full, the Bulk Utility Bills on behalf of all of the respective unit owners in the Condominium, as and when due. However, in an effort to promote energy conservation in this Condominium, the Declarant has installed separate check or consumption meters for domestic hot water, domestic cold water and electricity service appurtenant to each of the dwelling units for the

purposes of measuring and gauging the domestic hot and cold water and electricity service consumed by each dwelling unit owner.

- c) The Declarant has also installed separate check or consumption meters for water and electricity service appurtenant to each of the commercial/retail units (for the purposes of measuring and gauging the water and electricity service consumed by each commercial/retail unit).
- d) The Corporation shall be obliged to retain the services of a Utility Monitor(s) to read the hot and cold water and electricity check meters appurtenant to each of the dwelling units and to read the electricity and water meters appurtenant to each of the commercial/retail units in this Condominium, and to read the electricity check meters appurtenant to each of the Electrical Parking Units, as applicable, on a periodic basis, and to correspondingly issue invoices periodically to each of the respective dwelling unit owners for their respective consumption of water and electricity service and for the cost of electricity consumed by such dwelling unit owner's Electrical Parking Unit, and to each of the respective commercial/retail units for the cost of their respective water and electricity service consumption, determined in accordance with the Utility Monitor's sub-meter readings. The monitoring agreement to be entered into with the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the hot and cold water and electricity check meters appurtenant to each of the dwelling units, and the electricity and water check meters appurtenant to each of the commercial/retail units, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each dwelling unit owner's respective periodic invoice for the cost of the hot and cold water and electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services. Correspondingly, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the commercial/retail unit owners (incorporated as part of each commercial/retail unit owner's respective periodic invoice for the cost of water and electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services the Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.
- e) Accordingly, forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor(s) to read each of the hot and cold water and electricity check meters appurtenant to each of the dwelling units and appurtenant to the commercial/retail units, either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate, and the Utility Monitor(s) (as agent(s) for and on behalf of this Condominium) shall thereafter issue and submit its own separate periodic invoice(s) to:
 - i) each of the dwelling unit owners, reflecting the cost of their respective hot and cold water and electricity consumption, the electricity consumption of their respective Electrical Parking Unit [with the cost of hot and cold water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto, and, if applicable, cost of electricity consumption by their respective Electrical Parking Unit), being hereinafter collectively referred to as each dwelling unit owner's "**Proportionate Share of Residential Utility Consumption**" or "**P.S. R.U.C.**"]; and
 - ii) each of the commercial/retail unit owners, reflecting the cost of their respective water and electricity consumption [with the cost of the water and electricity service so consumed by each of the commercial/retail units (and any exclusive use common element areas respectively

appurtenant thereto) being hereinafter collectively referred to as each commercial/retail unit owner's "**Proportionate Share of Commercial/Retail Utility Consumption**" or "**P.S.C.U.C.**").

f) Each dwelling and commercial/retail unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C. or P.S.C.U.C. (as the case may be), on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Due Date**"). In the event that any unit owner fails to pay to the Utility Monitor his or her P.S.R.U.C. or P.S.C.U.C. (as the case may be), on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation (at common law, by statute, or in equity), the Corporation shall be entitled to:

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

and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the Defaulting Owner's unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from, or negatively effect) the Corporation's Utility Lien and this Condominium's enforcement thereof in accordance with the foregoing provisions.

- g) Any monies received by the Corporation arising from the sale of the Defaulting Owner's unit pursuant to the Corporation's enforcement of the Utility Lien shall be applied by the Corporation in the following order of priority, namely:
- i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Owner's dwelling unit which, at law, have priority over the Utility Lien;
 - ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Utility Lien, and the ultimate sale of the Defaulting Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;
 - iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.R.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;
 - iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Owner's dwelling unit after the registration of the Corporation's Utility Lien), in accordance with their respective priorities pursuant to the provisions of The Land Titles Act R.S.O. 1990, as amended, and any applicable provisions of the Act; and
 - v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her heirs, estate trustees, successors or assigns.
- h) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Utility Lien against a particular unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100 inclusive of HST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's unit shall, upon payment to the Corporation of the full amount secured by the Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC - CBAO Committee On

Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Utility Lien to the other party's solicitor.

- i) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read the check meters appurtenant to each of the dwelling units, commercial/retail units and Electrical Parking Units, as applicable, and to correspondingly issue invoices to each of the respective owners as aforesaid, then in order to facilitate the payment of such invoices, each of the dwelling and commercial/retail unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.
- j) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly declared and stipulated that all arrears of any check metered utilities that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any unit owner(s) as and when due, shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of this declaration.
- k) The Condominium shall be responsible to pay on account of its Bulk Utility Bill an amount equal to the sum of the aggregate of all of the P.S.R.U.C. , and, if applicable, P.S.C.U.C., amounts billed by the Utility Monitor to the respective unit owners of the Corporation (and to be collected by the Utility Monitor on behalf of such condominium corporation from its respective unit owners).

PART 6 - OWNERSHIP OF UNITS

Section 27 - Restrictions on Parking Units, Parking/Locker Units and Locker Units

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly stipulated and declared that subject to the overriding provisions of subparagraph (b) below, it is expressly stipulated and declared that the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s), parking/locker unit(s) and/or locker unit(s) [hereinafter collectively referred to as the "**Restricted Units**" and individually referred to as a "**Restricted Unit**"] shall be subject to the following restrictions and limitations, namely:
 - i) a Restricted Unit shall only be owned by the Condominium, the Declarant or by an owner of a dwelling unit in the Condominium and shall only be used or occupied by the Declarant, or the Condominium, or by an owner, resident or tenant of a dwelling unit in the Condominium;

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

Section 28 - Restrictions on Ownership of the Sackville Owned Parking Units

- a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly stipulated and declared that subject to the overriding provisions of subparagraph (b) below, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Sackville Owned Parking Unit(s) [hereinafter collectively referred to as the "**Sackville Restricted Units**" and individually referred to as a "**Sackville Restricted Unit**"] shall be subject to the following restrictions and limitations, namely:
- i) a Sackville Restricted Unit shall only be owned by a Sackville Owner (which shall include a transferee of a Sackville Property as permitted by the terms of this declaration), the Declarant or by the Condominium, or by an owner of a dwelling unit in the Condominium and shall only be used or occupied by a Sackville Owner, the Declarant, or by the Condominium, or by an owner, resident or tenant of a dwelling unit in the Condominium, provided however a Sackville Restricted Unit shall not, under any circumstances, be used by a tenant of a Sackville Owner and/or a tenant of an Owner's Property;
 - ii) no one (other than the Declarant, or the Condominium) shall retain ownership of any Sackville Restricted Unit after a Sackville Owner has sold and conveyed title to the Owner's Property unless expressly allowed by the terms of this declaration;
 - iii) any sale, transfer, assignment or other conveyance of any Sackville Restricted Unit shall be made only to a Sackville Owner (which shall include a transferee of a Sackville Property as permitted

by the terms of this declaration), the Declarant, or to the Condominium, or to any owner of a dwelling unit in the Condominium;

- iv) any lease of any Sackville Restricted Unit shall be made only to the Declarant, or to the Condominium, or to any owner or tenant of a dwelling unit in the Condominium, but shall not, under any circumstances, be made to a tenant of a Sackville Property, provided however that if any Sackville Restricted Unit is so leased to a tenant of a dwelling unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such unit;
- v) where any Sackville Restricted Unit is leased to an owner of a dwelling unit in the Condominium, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit, the lease in respect of such Sackville Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit, within thirty (30) days of the registration of the transfer of title to such unit, failing which the lease of the Sackville Restricted Unit shall be automatically terminated and be of no further force or effect, and the Sackville Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and
- vi) where the lessee of a Sackville Restricted Unit is an owner of a dwelling unit in the Condominium, and such lessee is deprived of possession and/or ownership of his or her dwelling unit, through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against said unit, then the lease in respect of the Sackville Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Sackville Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.

- b) Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Sackville Restricted Unit, in contravention of any of the foregoing provisions in subparagraph (a) hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Sackville Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.
- c) Notwithstanding anything herein to the contrary, Sackville Owners shall not be permitted to acquire, own or use any Handicapped Parking Units and/or any Electrical Parking Units. Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Handicapped Parking Unit(s) and/or any Electrical Parking Unit(s) to a Sackville Owner shall be automatically null and void, and of no force or effect whatsoever.

PART 7 - OCCUPATION AND USE OF UNITS

Section 29 - General Use

- a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any

other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a solicitor and client basis], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subsection shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than ninety (90) consecutive days, and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or any deductible amounts regarding the Corporation's insurance shall not apply with respect to the leasing, sub-leasing, licensing or sub-licensing of any dwelling unit or group of dwelling units, provided and so long as the initial term or duration of any such lease, sub-lease, license or sub-license (as the case may be) is in each case no less than ninety (90) consecutive days.

- b) The owner of each unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, the Condominium Governing Documents and in the case of each Sackville Owner the provisions of the Condominium Governing Documents and the License Agreement (and if and when entered into with the Corporation, the Shared Facilities Agreement), and any other agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.
- c) Save as otherwise expressly provided elsewhere in this declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board, and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:
 - i) adversely affect the structural integrity of the unit or any other unit(s);
 - ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;
 - iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;
 - iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - v) obstruct access to any utility easement(s) or public service(s);
 - vi) encroach upon the common elements (except in a minor way, if at all), nor upon or with respect to any other unit(s);
 - vii) alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere

with any drainage pattern(s) in respect of the Real Property; and

- viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.
- d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provision(s) of this declaration.
- e) No sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.
- f) Subject to the overriding provisions of subsections 21(e), (f) and (g) hereof, no boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, mechanical and/or electrical installations or systems (and/or any appurtenant fixtures and equipment) contained in (or forming part of) any unit, shall be removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor, ceiling or door of any unit which is not visible from the exterior of said unit.
- g) Save as may otherwise be expressly provided elsewhere in this declaration to the contrary, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (nor within any exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).

Section 30 - Use of the Dwelling Units

- a) Each dwelling unit shall be occupied and used only for residential purposes, and/or for (or in connection with) the business of providing residential rental accommodation on a furnished and/or unfurnished suite basis (with or without maid, cleaning, laundry and/or telecom services ancillary thereto), through short term or long term lease/license arrangements, provided however that:
 - i) any such use complies with the provisions of all applicable zoning and building by-laws and regulations of the City of Toronto, including without limitation, the by-laws and regulations of the City of Toronto which govern and regulate short-term residential rental accommodation(s) within the City of Toronto (and with all of such applicable zoning and building by-laws and regulations, as may hereafter be amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-Laws**");
 - ii) any lease, sub-lease, license or sub-license (as the case may be) of any dwelling unit or group of dwelling units (or with respect to any portion of any dwelling unit), situate on any level within this Condominium, and leased, sub-leased, licenced or sub-licenced in a furnished or unfurnished state, shall in each case be for a **minimum initial term or duration of not less than ninety (90) consecutive days**; and

iii) any lease, sub-lease, licence or sub-licence that complies with the provisions of subparagraphs (i) and (ii) above, may occur or be created (and shall be permitted) on any number of occasions, and whether or not pursuant to (or in connection with) the business of providing residential rental accommodation (with or without ancillary maid, cleaning, laundry and/or telecom services).

b) The Condominium Corporation shall not hereafter:

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

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

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

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

d) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white; or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s).

e) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly stipulated that the Corporation, and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) each of those dwelling units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an

emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each dwelling unit owner who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

- f) The owners, tenants and/or occupants dwelling unit 32 on level 2, dwelling units 36 and 37 on level 3, dwelling units 34 and 35 on level 4 and dwelling units 30, 31 and 32 on level 5 shall upon the Declarant's request (and/or upon the Condominium's request), provide access to (and through) such dwelling units to the Declarant and/or the Condominium (and their respective authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair of the Condominium's green roof(s) and other roof space(s) accessible through such dwelling units.

Section 31 - Use of the Parking Units, the Parking/Locker Units and Sackville Owner Parking Units

- a) Each parking unit, parking/locker unit and Sackville Owner Parking Unit shall be used and occupied for motor vehicle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "**motor vehicle**", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within the Condominium.
- b) The owner of a parking, parking/locker unit or Sackville Owner Parking Unit, whether or not described or designated as a "**regular parking unit**" or a "**tandem parking unit**" in Schedule "D" annexed hereto, may park one or more motor vehicles within the boundaries of such parking unit and parking/locker unit (excluding however the Sackville Owners which are permitted to park only one motor vehicle within their respective Sackville Owned Parking Units), and provided further that in no instance shall any portion of any motor vehicle so parked within a parking unit, parking/locker unit and/or Sackville Owner Parking Unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.
- c) The owner of a parking, parking/locker unit and/or Sackville Owned Parking Unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for the cleaning and sweeping of the parking units, parking/locker units and/or Sackville Owned Parking Units, either in their totality, or in groups.
- d) Notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that parking unit * on level A, and parking units * and * on leves B shall constitute non-visitor handicapped parking units (hereinafter individually referred to as a "**Handicapped Parking Unit**" and collectively referred to as the "**Handicapped Parking Units**"), and are clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners

and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium. Sackville Owners shall not be permitted to acquire or own any Handicapped Parking Units.

- e) Each of parking units _____ to _____ on level A, parking unit _____ to _____ on level B has been completed with a charger (or charging station) and an electrical check meter and electrical outlet as an appurtenance thereto, in order to accommodate (and to correspondingly service or charge) any electric vehicle that may be owned or operated by the owner or tenant of such parking unit (with such parking units being hereinafter individually referred to as an "Electrical Parking Unit" and hereinafter collectively referred to as the "Electrical Parking Units"). A separate electricity check meter has been installed as an appurtenance to each Electrical Parking Unit, in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle parked from time to time within any such Electrical Parking Unit, on a periodic basis. The charger (or charging station) shall form part of the Electrical Parking Unit regardless of whether same is / are installed within or beyond the boundaries of the Electrical Parking Unit. The Condominium Corporation shall be obliged to pay for (or to reimburse the Utility Monitor for) all costs and expenses incurred in connection with the maintenance and/or repair of the electricity check meter so installed as an appurtenance to the Electrical Parking Unit, but the owner of the Electrical Parking Unit shall nevertheless be responsible for the cost of maintaining and repairing the charger (or charging station) and the electrical outlet, and shall also be responsible for paying for the cost of the electricity so consumed in connection therewith, all at such owner's sole cost and expense (in addition to the common expenses attributable to such owner's Electrical Parking Unit), pursuant to the invoices periodically issued to the owner of the Electrical Parking Unit by the Utility Monitor (retained by this Condominium in connection with the sub-metering, servicing and reading of the electricity check meter appurtenant to each of the Electrical Parking Units within this Condominium). All arrears of any check-metered electricity consumption in respect of any Electrical Parking Unit that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the owner of the Electrical Parking Unit, as and when any such invoices are due and payable shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Condominium Corporation (or by the Utility Monitor, as agent for the Condominium Corporation) against the owner of the Electrical Parking Unit, in the same manner (and to the same extent, and with all the same rights and powers) as any other common expenses, and accordingly all such arrears shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided for under the Act) against the delinquent owner's Electrical Parking Unit.
- f) It is expressly declared and acknowledged that in order to alter or convert (at any time after the registration of this Condominium) a parking unit into one that can accommodate and service an electric vehicle (ie. a parking unit with an electrical outlet, a charger or charging station, and an electricity check meter installed as an appurtenance thereto), the owner of said parking unit shall be obliged to obtain the prior permission of the Condominium Corporation thereto, and to correspondingly enter into an agreement with the Condominium Corporation that formally evidences and confirms the Condominium Corporation's approval of all required additions, alterations and/or improvements to the common elements in connection with such conversion, pursuant to section 98 of the Act [and which agreement typically makes such owner solely responsible for maintaining and repairing the electric charging station, and for paying all electricity consumption charges for the electricity consumed by any vehicle parked therein from time to time (pursuant to the periodic readings of the electricity check meter appurtenant

thereto), all at such owner's sole cost and expense].

- g) The size and capacity of the electrical transformer designed for this Condominium will be able to accommodate the Electrical Parking Units constructed by the Declarant, and shall correspondingly be able to provide the additional electricity needed to power or service the aforementioned electrical charger or charging station appurtenant to each of the Electrical Parking Units so created by the Declarant, and said transformer will be designed and installed in compliance with the provisions of the Ontario Building Code that prevailed or applied as at the date that an above-grade building permit in respect of this Condominium had been issued by the building department of the City of Toronto. However, despite the fact that certain provisions of the Act are designed and intended to promote and/or facilitate future alterations to the common elements so as to allow for the installation of electric charging stations, it is nevertheless expressly declared that there may not be sufficient electricity generated by this Condominium's electrical transformer, nor sufficient electrical capacity by said transformer, to accommodate (and provide the required or desired electricity to) any other parking units converted to electrical parking units situate within this Condominium, and that neither the Condominium Corporation nor any unit owners shall have (or be entitled to pursue) any claim or cause of action against the Declarant and/or any other party or parties (nor be entitled to claim or demand any right to compensation and/or any other relief or remedy whatsoever) as a consequence thereof.
- h) In the event that a portion of the concrete floor surface of any parking unit on level B is situate directly above one or more sump pumps and/or pits (and/or any ancillary equipment, fixtures and/or installations appurtenant thereto) that service this Condominium, then it is hereby declared and stipulated that the owner(s) and occupant(s) of any such parking unit shall be obliged to temporarily remove his or her vehicle from said parking unit, upon receiving a written request from the Corporation or its property manager to do so, in order to allow the Corporation's authorized agents, representatives, contractors and service personnel reasonable access thereto and egress therefrom, in order to facilitate the maintenance, repair and/or replacement of the aforementioned sump pumps and/or pits (and all ancillary equipment, fixtures and/or installations appurtenant thereto) which are located within the confines of, or directly beneath, the said parking unit.
- i) Each Sackville Owned Parking Unit shall be subject to the terms and provisions regulating the use and ownership of parking units in this declaration as set forth in Section 28 hereof, which include, amongst other matters, restrictions against the sale of a Sackville Owned Parking Unit to anyone other than an owner of a dwelling unit in the Condominium, the Corporation and/or the Declarant, restrictions against leasing of the Sackville Owned Parking Units and restrictions against use of the Sackville Owned Parking Units by visitors or guests of a Sackville Owner.
- j) Title to those Sackville Owned Parking Units identified as parking units _____ on levels _____ shall be subject to the following:
- (i) a right of first refusal in favour of the Declarant (or as the Declarant may designate) to re-purchase such Sackville Owned Parking Units in accordance with the provisions of Section 31 (l) (i) of this declaration, which right of first refusal shall be registered on title to each aforementioned Sackville Owned Parking Unit at the Declarant's cost and shall be freely assignable by the Declarant; and
 - (ii) an option in favour of the Condominium Corporation to purchase the Sackville Parking Unit for \$25,000.00 (plus applicable taxes) upon the sale or transfer by the Sackville Owner of the Owner's Property on the terms and conditions set out in Section 31(l) (ii) of this declaration, which option to purchase shall be registered on title to the Parking Unit at the Condominium Corporation's cost and shall be subject to the terms and provision therein contained. The option shall be freely assignable by the Condominium Corporation.

In the event the Declarant exercises the right of first refusal, or the Condominium Corporation exercises the option, as the case may be, the Corporation and the Sackville Owner shall be obliged to comply with the terms and provisions of Section 31(m) of this declaration.

- k) Title to those Sackville Owned Parking Units identified as parking units _____ on levels _____ shall not be subject to any right of first refusal in favour of the Declarant but shall be subject to the following:
- (i) an option in favour of the Condominium Corporation to purchase the said Sackville Owned Parking Unit for fair market value plus HST and all other applicable taxes (as agreed by the parties or, failing agreement, determined pursuant to arbitration) upon the sale or transfer by the Sackville Owner of the Owner's Property (unless the Sackville Owner transfers his or her Sackville Owned Parking Unit to the purchaser of the Owner's Property), which option to purchase shall be registered on title to the Sackville Owned Parking Unit at the Condominium Corporation's cost and shall be freely assignable by the Condominium Corporation. For clarity, the Sackville Owner is permitted to transfer any of the Sackville Owned Parking Units referred to in this subparagraph (i) to a bona fide purchaser of the Owner's Property without triggering the option.
- l) (i) No Sackville Owner that owns any of the following Sackville Owned Parking Units: parking units _____ on levels _____, shall sell or transfer such Sackville Owned Parking Units unless it first offers to sell and transfer such Sackville Owned Parking Unit to the Declarant (or any entity that the Declarant may designate) for \$25,000.00 (plus applicable taxes) by written notice delivered to the Declarant (the "**Owner's Offer**") and allows the Declarant sixty (60) days after the date of delivery of the Owner's Offer within which the Declarant may notify the Sackville Owner that the Declarant accepts the Owner's Offer. If the Declarant does not notify the Sackville Owner that the Declarant accepts the Owner's Offer within such sixty-day period, the Sackville Owner shall be free to transfer any of the aforementioned Sackville Owned Parking Units to a bona fide purchaser of the Owner's Property.
- (ii) No Sackville Owner that owns any of the Sackville Owned Parking Units shall sell or transfer the Owner's Property without delivering to the Condominium Corporation notice of such sale or transfer on or before the date of such sale or transfer, as applicable. The Condominium Corporation shall have the option to purchase such Sackville Owned Parking Unit owned by such Sackville Owner for:
- (A) in the case of the following Sackville Owned Parking Units, parking units _____ on level _____, \$25,000 (plus applicable taxes); or
 - (B) in the case of the following Sackville Owned Parking Units: _____ on level ____, at fair market plus HST and all other applicable taxes as agreed by the parties or, failing agreement, determined by arbitration, in each case by giving to the Sackville Owner written notice of the Condominium Corporation's exercise of such option at any time after the earlier of: (i) delivery of the Sackville Owner's notice of its sale or transfer of the Owner's Property and (ii) the transfer of Owner's Property. In respect of the following Sackville Owned Parking Units: parking units _____ on levels _____, the option in favour of the Condominium Corporation will not apply if the Sackville Owner transfers his or her Sackville Owned Parking Unit to the purchaser of the Owner's Property simultaneously with the transfer of the Owner's Property to that purchaser.
- m) If the Declarant accepts the Owner's Offer by notice in writing within the sixty-day period described in section 31(1)(i) above, or if the Condominium Corporation exercises its option to purchase a Sackville Parking Space Unit described in section 31(1)(ii) above, the date of completion (the "**Closing Date**") of the acquisition of the Sackville Owned Parking Unit by the Declarant or the Condominium Corporation, as applicable, will be the date that is thirty (30) days after (i) delivery by the Declarant to the Sackville Owner of its acceptance of the Owner's Offer or (ii) delivery by the Condominium Corporation of its notice of exercise of the option, as applicable. The purchase price shall be subject to the usual adjustments between a vendor and a purchaser of property similar to the Sackville Owned Parking Unit

as of the Closing Date. The Sackville Owner shall at its expense on or before the closing of the purchase discharge from the Sackville Owned Parking Unit all mortgages, liens, charges, security interests and other encumbrances affecting the Sackville Owner's interest in the Sackville Owned Parking Unit, other than non-financial encumbrances registered prior to the date of registration of the Condominium and the declaration and by-laws of the Condominium, failing which the Declarant or the Condominium Corporation, as applicable, may, but shall not be obliged to, arrange for the discharge of any such mortgage, lien, charge, security interest or other encumbrance itself and deduct the cost of doing so from the purchase price. At the closing, the Sackville Owner will deliver to the Declarant or the Condominium Corporation, as applicable, a transfer of the Sackville Owned Parking Unit, together with such instruments and documents (to be reasonably satisfactory to the Declarant or the Corporation, as applicable) as may be necessary or desirable to give effect to the sale and transfer of the Sackville Owned Parking Space. The transfer will, except for the land transfer tax affidavit, be prepared in registrable form at the expense of the Sackville Owner. The transfer documents will be legally sufficient to convey all of the Sackville Owner's interest in the Sackville Owned Parking Unit to the Declarant or the Corporation, as applicable. The Declarant or the Corporation, as applicable, shall be entitled to deduct and withhold all amounts required or permitted under applicable law in respect of the sale of the Sackville Owned Parking Unit.

Section 32 - Use of the Locker Units

Each locker unit may be used for the storage of any materials or personal belongings (whether for general hobby purposes, or otherwise) that can be accommodated within the confines thereof, and that does not (and will not) constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, and that will not result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.

Section 33 - Use of the Commercial/Retail Units

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

- a) Save as hereinafter otherwise provided to the contrary, each of the commercial/retail units shall be used and occupied only for commercial/retail purposes (such as stores or offices) in conformity with the applicable zoning and building by-laws and regulations of the Governmental Authorities (with such zoning and building by-laws, as amended or varied from time to time, being hereinafter collectively referred to as the "**Applicable Zoning By-laws**"); provided however that the foregoing shall not restrict or prevent the Declarant from completing the building situate on the Real Property and all improvements thereto, and maintaining some or all of the commercial/retail units as models for display, sale and/or leasing purposes, and maintaining construction or customer-service offices, displays and signs therein, pursuant to the Declarant's ongoing marketing/sales/construction/customer-service programs in respect of the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all dwelling and commercial/retail units in the Condominium (or such lesser number as the Declarant may determine in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.
- b) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly

declared and stipulated that under no circumstances shall any owner be permitted to use (or allow any other party or parties to use) his or her commercial/retail unit (or any portion thereof) or any patio area designated for the exclusive use of such commercial/retail unit(or any portion thereof), for any of the following uses or purposes, namely:

- i) any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - ii) any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other unit owners or occupants in this Condominium, or the owners or occupants of any building(s) adjacent to the Real Property, by reason of the creation or emission from such owner's commercial/retail unit of vibrations, odours, gases, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;
 - iii) any use or purpose which involves the administration of any treatment, procedure and/or use that is obnoxious, offensive or dangerous (whether actually or potentially);
 - iv) any use or purpose which is incompatible with the residential nature of the balance of this Condominium (and the possible presence of children within this Condominium or in the neighbouring vicinity thereof), such as an adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or any other use or purpose that is similar or analogous thereto; and
 - v) an abortuary, a drug addiction treatment centre or a drug rehabilitation clinic, and/or any other use that may potentially create a bio-hazard, or that may likely cause the insurance premiums of this Condominium to increase substantially beyond that which would otherwise be ordinarily attributable to the commercial/retail uses allowed under the Applicable Zoning By-Laws, or which may likely pose a greater degree of risk, nuisance or danger to the residents and occupants of this Condominium than would otherwise be ordinarily attributable to) any general retail or office use allowed under the Applicable Zoning By-laws.
- c) Each commercial/retail unit owner shall, at such owner's sole cost and expense, be solely responsible for:
- i) determining and satisfying himself or herself as to whether his or her commercial/retail unit may be lawfully or properly used for such owner's intended use; and
 - ii) obtaining an occupancy permit (or such other occupancy authorization or approval issued or granted by the Governmental Authorities), and any other consents or permissions to any use proposed to be made of such owner's commercial/retail unit, as required by the Governmental Authorities pursuant to any applicable legislation, by-law, rule or regulation.
- d) Each owner of a commercial/retail unit shall be entitled to place, install, affix, attach, hang and/or display one sign (or one piece of advertising material) within the interior of such owner's commercial/retail unit (whether affixed to the interior side of any window, glass door or otherwise) that is (or will be) visible from the exterior of the unit, and that promotes or relates to such owner or the business or service(s) lawfully being carried on (or intended to be carried on) within the confines of such owner's commercial/retail unit, provided that the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Corporation, which approval shall not be unreasonably withheld or delayed, and provided further that any such interior sign or advertising material otherwise complies in all respects with the provisions of the Applicable Zoning By-laws. Any such interior sign or advertising material so permitted or approved, shall be erected, affixed, maintained, repaired and insured at the sole cost, risk and expense of the commercial/retail unit owner so desiring to install or affix same.
- e) Each owner of a commercial/retail unit shall be entitled to place or affix such owner's desired exterior signage or advertising material to (or within) the designated space allocated to such owner by the Declarant or the Corporation (within the sign band, if so installed by the Declarant) and affixed to exterior of the Condominium situate just beyond the boundaries of the respective commercial/retail units, or affixed to the exterior window wall just above the entry doors to the respective commercial/retail units (hereinafter collectively referred to as the "**Sign Band/Canopy**"), provided that all such exterior signage and/or advertising material so desired to be installed within or affixed to the Sign Band/Canopy (in terms of size, design, graphics, colour, composition and text) have first been approved by the Declarant or the Corporation, and otherwise comply in all respects with the provisions of the Applicable Zoning By-laws.

In order to obtain the approval of the Declarant or the Corporation to any proposed exterior signage or advertising material, the commercial/retail unit owner desiring to install or affix same shall submit all drawings, plans and specifications of his or her desired signage or advertising material to the Declarant or the Corporation, which shall clearly indicate the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the proposed manner of affixation. In addition, each owner of a commercial/retail unit desiring to erect or install any exterior sign or advertising material shall be obliged to obtain a sign permit from the City of Toronto's building department, at such owner's sole cost and expense, before any installation or affixation of same within the Sign Band/Canopy occurs, and any such sign or advertising material so permitted or approved shall correspondingly be installed, affixed, maintained, repaired and insured at such owner's sole cost, risk and expense.

- f) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall be responsible for connecting his or her unit to the Condominium's servicing and utilities systems, and to the public or local utility authority's systems (and shall also be responsible for any changes made to the servicing systems with respect to his or her unit, implemented from time to time), all at such owner's sole cost, risk and expense, subject however to the following overriding provisions, namely:
- i) the commercial/retail unit owner shall first submit detailed plans, drawings and specifications to both the board and the Declarant (for their information only), outlining the unit's servicing requirements (and/or changes thereto) and the desired outlets for such unit;
 - ii) the consulting engineer that is retained by the commercial/retail unit owner to implement the aforementioned servicing plans shall then certify to the Corporation and to the Declarant that the plans and specifications so submitted are in conformity with the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections) if applicable, and the public or local utility authority's requirements, and in accordance with the schedule of tolerances (or maximum consumption capacities) pertaining to the various utilities provided to the Condominium, as specified or outlined by the architect and/or engineer which had been retained by the Declarant in connection with the overall servicing, design and operation of the Condominium, in order to ensure that the Condominium's overall water, hydro-electricity and/or sanitary sewer consumption or usage does not exceed permitted or acceptable levels (so as to avoid power blackouts, water shortages, etc.);
 - iii) the cost of implementing the physical hook-up work, and procuring all requisite permits, licenses and approvals as are required in accordance with the Applicable Zoning By-laws, the public or local utility authority's guidelines or requirements, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections) if applicable, shall be borne by the owner of the subject commercial/retail unit, along with the cost of procuring adequate liability insurance to cover any potential claim(s) for loss and/or damage to persons and/or property occasioned by the negligent hook-up or installation of any services to the unit (with coverage not less than two million dollars per occurrence), and a certified copy of said policy (naming both the Declarant, while it owns any unit in this Condominium, and the Corporation, as co-insureds) shall be submitted to the board and the Declarant (along with evidence that the annual premium(s) for such insurance coverage has been paid by such unit owner) prior to the commencement of any such work;
 - iv) the Corporation shall, forthwith upon demand, provide the commercial/retail unit owner with copies of all relevant plans, drawings and specifications of the Condominium which are in the board's possession or control (ie. pertaining to the Condominium's heating/cooling, lighting, electrical, mechanical, plumbing and servicing systems, etc.), in order to assist such owner's consultants to determine the safest and most expeditious manner of connecting the said unit to the Condominium's various servicing systems; and
 - v) the Corporation shall ensure that no actions or steps are taken by or on behalf of any other owner, resident or occupant within this Condominium, or by anyone else, which would limit, restrict or interfere with the commercial/retail unit owner's access to, and egress from, his or her unit, and all non-exclusive use common element areas on level 1 and level A respectively, at all reasonable times, in order to allow such owner (and such owner's tenants and duly authorized employees, agents, representatives and/or contractors) to carry out and complete all requisite servicing work as hereinbefore provided or contemplated.
- g) Notwithstanding any provision contained in this declaration or in any bylaws or rules hereafter passed or enacted to the contrary [and subject to compliance with the provisions of subparagraph 33(h) below], each owner of a commercial/retail unit shall, at his or her sole cost, risk and expense, be entitled to affix, attach, install, replace, pierce, puncture, or protrude onto any part of his or her unit, and/or implement

and complete any Minor Installations upon or within any part of his or her commercial/retail unit, as well as those portions of the common element areas located on (or immediately adjacent to) level A and/or level 1 which contain any pipes, wires, cables or conduits that lead to (and exclusively service) his or her commercial/retail unit, all without having to obtain the consent of the board or any other unit owner(s) thereto, in order to carry out or implement any of the following, namely:

- i) to install, alter, repair or replace any servicing equipment, fixture or system which services (or is intended to service) his or her commercial/retail unit exclusively, including without limitation, any air-conditioning system, refrigeration system, heating system, plumbing system, sewage or drainage system, electrical system, mechanical system, lighting system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation or heat insulation system, sprinkler system, security system and/or loading or storage system;
 - ii) to alter the configuration of any non-load bearing wall(s) situate within the commercial/retail unit, and/or to perform any Commercial Partition Removal;
 - iii) to erect, replace, cover or re-cover any partition wall(s) or interior glass panel(s)/window(s), and/or rear door(s) situate within (or leading into) any such commercial/retail unit, together with all glass, plastic or other material(s) enclosing said unit (or contained therein) which constitutes part of said unit; and
 - iv) to install, alter, remove or replace any floor covering, wall covering, ceiling covering, light fixture(s), and/or other similar finishings or installations within the subject commercial/retail unit, and generally to implement and carry out all similar improvements to or renovations of the said unit which the owner wishes to make, in order to assist such owner in the operation or conduct of his or her commercial/retail business, or any other activity lawfully carried out (or intended to be carried out) therefrom.
- h) Prior to the commencement of any of the work described or contemplated in the preceding subparagraph 33(g) hereof, the commercial/retail unit owner intending to implement or carry out such work shall comply with the following, namely:
- i) provide copies of all plans, drawings and specifications prepared by the commercial/retail unit owner's architect or engineer to both the Declarant and the board, showing in reasonable detail, the proposed installation, removal and/or alteration work, accompanied by a certificate from said architect or engineer confirming to both the Declarant and the board that such work will not unduly disturb, interrupt or interfere with (nor damage) any of the equipment or services that provide power or any utility services to any portion of the common elements, or to any dwelling unit, or to any other commercial/retail unit, or to the commercial service areas, and further confirming that such work complies with the provisions of the Applicable Zoning By-laws, and the Ontario Building Code and the Electrical Code (or any similar legislation governing electrical wiring, installations and/or connections, if applicable); and
 - ii) ensure that any work or construction activity is carried out only between the hours of 8:00 a.m. to 6:00 p.m. - Monday through Saturday (thereby excluding Sundays and statutory holidays), and establish and implement reasonable measures to ensure that any noise, vibration or interference likely to be caused to any other owner or owners (and to their respective residents, tenants, invitees and/or licensees) is minimized to a reasonable extent, and thereafter implement such measures throughout the course of undertaking and completing such work;
- i) Any work or construction activity contemplated by the provisions of sub-section 33(g) hereof, which is carried out by an owner of a commercial/retail unit in accordance with the provisions of sub-section 33(h) hereof, shall not be considered or construed, under any circumstances, to constitute a substantial addition, alteration, improvement to or renovation of the common elements, within the meaning or context of subsections 97(4), (5) and (6) of the Act.
- j) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, each owner of a commercial/retail unit shall, in addition to his or her proportionate share of the common expenses more particularly set out in **Schedule "D"** annexed hereto, pay and be solely responsible for the following, namely:
- i) the cost of all water and electricity services utilized or consumed by his or her commercial/retail [including the cost, on a per unit basis, of having the respective water and electricity meters or consumption meters appurtenant to each owner's commercial/retail unit read on a periodic basis, and having periodic invoices issued, and correspondingly having all monies owing thereunder (or in connection therewith) from time to time duly collected and accounted for], together with the cost of heating, cooling and air-conditioning the commercial/retail unit, and all costs associated with the handling, storage and removal of any garbage produced or emanating from the use or business being conducted from the commercial/retail unit;

- ii) the cost of maintaining and repairing all windows and doors contained within (or leading into) his or her unit, and all glass, plastic and other materials enclosing said unit (or contained therein) which constitutes part of such unit, including without limitation, the cost of cleaning and replacing (as and when necessary or desired) the sign affixed to the interior of said unit with the permission or approval of the Declarant or the Corporation, as well as all approved exterior signage placed or affixed within the space designated for such unit within the Sign Band/Canopy (but excluding the Sign Band/Canopy itself, which shall comprise part of the common elements and shall be maintained and repaired exclusively by the Corporation), as well as all plate glass windows and doors situate within (or leading into) his or her unit, together with the cost of insuring all such plate glass windows, doors and signs;
- iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in **Schedule "C"** of this declaration (and as further described in section 5 of this declaration);
- iv) the cost of ensuring that all heating equipment is fully functioning and operational to provide adequate heat for the commercial/retail unit (and to maintain the temperature thereof to a minimum of 18.33°C), so as to avoid extremely cold temperatures within the commercial/retail unit from detrimentally affecting the temperature of adjacent or neighbouring units or common element areas, and to avoid any consequential damage to water pipes and sprinklers situate within (or appurtenant to) any adjacent units or common element areas; and
- v) the cost of engaging a private waste disposal firm to remove, as and when reasonably required, garbage or waste from his or her commercial/retail unit, as well as any costs to be borne by such owner in having to purchase or rent the appropriate number and type of garbage bins in order to properly store or load the garbage emanating from his or her unit, if applicable, based on the type and amount of such garbage.

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which a commercial/retail unit owner shall be directly responsible, and is not intended to restrict or limit (in any manner) the various costs or expenses for which such an owner will be directly responsible pursuant to the Act, or any other provision(s) of this declaration.

- k) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly declared and stipulated that the Corporation and its authorized workmen, agents, representatives and/or contractors shall be entitled to gain reasonable access to (and through) each of the commercial/retail units (including any access doors located within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when the commercial/retail units are not ordinarily open for business to the general public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within any of the commercial/retail units but which service or benefit any other unit(s) and/or the common elements, or any portion thereof. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each owner of a commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry (or incurred as a result of the Corporation's failure to properly or adequately maintain, repair, re-locate, replace and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such commercial/retail unit as a consequence of the Corporation's exercise of the foregoing right of entry.
- l) Notwithstanding any provision in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly declared and stipulated that the Declarant, and each of the owners

of any of the commercial/retail units, shall be entitled to remove all or any portion of any non-load bearing partition or demising wall that separates two adjoining commercial/retail units, and which comprises part of any such unit(s), as monumented in **Schedule "C"** annexed hereto (hereinbefore and hereinafter referred to as the "**Commercial Partition Removal**"), provided such adjoining units are owned by the same party or parties, without having to obtain the consent of the board or any other unit owner(s) thereto, and provided further that such removal or alteration work complies with the provisions of section 21(e) and (f) hereof, and all applicable by-laws and regulations of the Governmental Authorities. Notwithstanding any Commercial Partition Removal as aforesaid, the adjoining units affected thereby shall still constitute two separate commercial/retail units, as illustrated in the description filed concurrently herewith, and all obligations of the owner of the said two adjoining units, whether arising under the Act, this declaration, the by-laws or the rules of this Condominium (or any agreement(s) authorized by any by-law) shall remain unchanged. Where any partition or demising wall has been so removed, the owner of the two adjoining commercial/retail units may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the board or any other unit owner(s) thereto, provided such reconstruction work complies with the original specifications with respect thereto, and with all applicable by-laws and regulations of the Governmental Authorities, and provided further that said partition or demising wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of such wall to be certified to the board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation whatsoever.

- m) In order to prevent the in-suite sprinkler system installed within each commercial/retail unit from freezing, and thereby damaging any pipes or other ancillary equipment, each owner of a commercial/retail unit shall be obliged at all times to provide and maintain a minimum level of heat within the commercial/retail unit, to a standard or degree acceptable to the Declarant or the Corporation, so as to ensure:
- i) that any water flowing through the in-suite sprinkler system does not freeze and damage any pipes; and
 - ii) that any dwelling units situate above or beside any commercial/retail unit are not unduly affected by cold temperatures emanating from such an unheated or poorly heated commercial/retail unit.

Section 34 - Use of the Commercial/Retail Garbage Room

- a) The Commercial/Retail Garbage Room shall only be used for the purpose of the temporary storage and/or recycling of garbage emanating solely and exclusively from the commercial/retail units, and containing only the garbage bins of the respective commercial/retail unit owners. Each of the commercial/retail unit owners will be required to transport the garbage and refuse from their respective commercial/retail units, to the Commercial/Retail Garbage Room. Access to the Commercial/Retail Garbage Room shall be restricted to the Declarant and the Corporation, and to their respective authorized agents, workmen or representatives, and to the respective owners and tenants of each of the commercial/retail units and their respective authorized agents, workmen or representatives.
- b) Since there is no municipal garbage pick-up service for the garbage emanating from the commercial/retail component of this Condominium, each of the commercial/retail unit owners shall be responsible for retaining, at their sole cost and expense, one or more private garbage pick-up firms to provide all required garbage collection and removal services for the garbage and refuse emanating from their respective commercial/retail unit, and shall co-ordinate the scheduling of all garbage pick-up and removal services in conjunction with (and with the prior approval of) the Condominium's property manager, including the timing and frequency of the transportation of such commercial/retail unit owner's garbage, by the Condominium's property manager, from the Commercial/Retail Garbage Room Unit to the designated exterior garbage removal pad. If so required by municipal authorities, the

commercial/retail owner(s) shall arrange for their respective garbage collection days to be scheduled on opposite days from those of the Condominium Corporation.

- c) Each commercial/retail unit owner shall pay, and be solely responsible for, the cost of collecting, recycling and/or disposing of the garbage emanating from his or her commercial/retail unit, including the cost of acquiring or leasing all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such unit owner's garbage and refuse, based on the type and amount of such garbage, in addition to the common expenses attributable to such owner's commercial/retail unit.
- d) On designated garbage collection and pick-up days only, the commercial/retail garbage container bins will be moved from the Commercial/Retail Garbage Room, to the designated reinforced exterior concrete pad (situate at the side or rear of this Condominium) that will accommodate the garbage bins from the commercial/retail units component of this Condominium.
- e) The Corporation shall as required arrange, at sole cost of the commercial/retail unit owners, for a trained person to be present at all times during the pick-up and removal of the commercial/retail garbage from this Condominium, in order to properly manoeuvre the commercial/retail garbage containers to the exterior concrete pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing.
- f) The Corporation shall maintain and repair the Commercial/Retail Garbage Room (and any exclusive use common element areas appurtenant thereto and any garbage disposal equipment contained therein) and in such a manner as will produce or cause the least amount of interference with the use of (and/or benefit from) such room, by the respective owners of the commercial/retail units, and/or their respective agents, tenants, invitees, licensees and contractors provided however the commercial/retail unit owner(s) shall reimburse the Corporation in full for the cost of such maintenance and repairs.

Section 35 - Temporary Model Suites

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

PART 8 - LEASING OF UNITS

Section 36 - Notification of lease

- a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:
 - i) notify the Corporation in writing that the unit has been leased;
 - ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the

lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and

- iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.
- b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.
- c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking, locker and/or locker unit(s) unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by The Condominium Act 1998, S.O. 1998, as amended."
- d) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her commercial/retail unit unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:
"I acknowledge and agree that both myself, and my employees and agents, and our respective invitees, licensees and customers from time to time, shall, in using and occupying the commercial/retail unit rented by me and the common elements for the purposes of operating a _____ business or office, comply with the Condominium Act 1998, S.O. 1998, as amended, and in doing so, I further acknowledge and agree that:
 - a) ***I will be subject to the same duties imposed by the Condominium Act, 1998, S.O. 1998, as amended, the declaration, by-laws and rules of the condominium corporation as if I were the owner of the commercial/retail unit, except for the payment of common expenses, unless such payment is required by the Condominium Act, 1998, S.O. 1998, as amended or the declaration of the condominium corporation; and***
 - b) ***that neither I, nor any of my agents, employees, invitees, licensees or customers shall have any right of access to, nor any use or enjoyment of, the Shared Amenity Spaces (nor any of the equipment, facilities or amenities contained therein), nor to any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators), nor to any portion of the common elements reserved for the exclusive use of any of the dwelling units, wheresoever situate within this Condominium, nor any other part of the common elements of this Condominium, save and except for all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:***
 - i) ***the commercial/retail units, the Commercial/Retail Garbage Room, the Commercial/Retail Corridor, and the shared moving and loading area, all of which are situate on level 1, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;***
 - ii) ***the commercial service areas on levels 1 and A respectively;***
 - iii) ***the complete individual and independent water source heat pump unit or system, together with all equipment, fixtures and installations appurtenant thereto, including the valves and controls which provide heating and/or cooling services to the commercial/retail units (all of which equipment, fixtures, installations and/or systems are located on levels 1 and/or A);***
 - iv) ***those areas on level 1 or A of this Condominium which contain or house the water and electricity meters or check meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of any or all of the commercial/retail units; and***

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

subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel retained by or on behalf of the Corporation.

- e) Notwithstanding anything contained elsewhere in this declaration to the contrary, it is expressly declared and stipulated that the Declarant and each of the unit owners in this Condominium shall have the right to lease, sub-lease, license or sub-license (as the case may be) their respective dwelling units, parking units, parking/locker units and/or locker units from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state, provided and so long as the minimum initial term or duration of any lease, sub-lease, license or sub-license thereof is in each case not less than ninety (90) consecutive days, without requiring the consent of the Condominium Corporation or the board thereto, and without any restrictions or conditions being imposed by or on behalf of the Condominium Corporation with respect thereto, subject however to compliance with:
 - i) the requirements set forth in the preceding subsections 36(a), (b), c) and (d) hereof, as applicable; and
 - ii) the overriding provisions and restrictions set forth in section 27 and section 30(a) hereof, as applicable.

Accordingly any by-law or rule hereafter passed or enacted which purports to impose any restrictions or conditions on the leasing, sub-leasing, licensing or sub-licensing of any of the dwelling units, parking units and/or locker units in this Condominium which conflict with (or are inconsistent with) the foregoing provisions hereof shall be deemed and construed to be ultra vires and unenforceable.

- f) The Declarant and each of the commercial/retail unit owners in this Condominium shall have the right to lease or rent their respective commercial/retail units from time to time, for any duration, on any number of occasions, without the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed with respect thereto, save and except for those set forth in the preceding subparagraphs 36 (a), (b), c) and (d) hereof, as may be applicable.
- g) The provisions set forth in subsections 36 (a), (b), c) and (d), (e) and (f) hereof pertaining to any tenancy of any unit in this Condominium, shall also apply, *mutatis mutandis* (ie. with all necessary modifications as the context may require), to any sub-tenancy or license to occupy that is hereafter granted or created with respect to any unit in this Condominium.

Section 37 - Tenant's Liability

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

Section 38 - Owner's Liability

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

PART 9 - MAINTENANCE AND REPAIRS

Section 39 - Maintenance and Repairs to the Units

- a) Save as otherwise specifically provided in this declaration to the contrary, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit

after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

- b) Without limiting the generality of the foregoing, each owner having:
- i) a fireplace installed by the Declarant as part of his or her dwelling unit (if and where applicable), shall be responsible for the maintenance and repair of the fireplace, provided however that in those circumstances where a gas-powered fireplace has been installed, the Corporation shall be responsible only for the maintenance and repair of the exhaust pipe appurtenant to such gas-powered fireplace; and
 - ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit (if and where applicable), shall be responsible for cleaning the underside of the skylight(s), but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) any such skylight(s), provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.
- c) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the individually controlled and independently operated water source heat pump unit or system (including any filters, valves, pumps, controls etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her dwelling unit (hereinafter collectively referred to as each dwelling unit's "**Heating/Cooling System**"), irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C" annexed to this declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of subsection 39(g) and section 45 of this declaration shall apply. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System (and any equipment appurtenant thereto), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.
- d) Each owner of a commercial/retail unit shall be solely responsible for:
- i) the cost of all water and electricity services utilized or consumed by his or her unit (pursuant to the bills or invoices received directly from the Corporation or the Utility Monitor, pursuant to the respective water and electricity check or consumption meters appurtenant to each commercial/retail unit), as well as the cost of heating, cooling and air-conditioning such owner's commercial/retail unit;
 - ii) the cleaning, maintenance and repair of all windows and doors contained within (or leading into) his or her commercial/retail unit, and all glass, plastic and other materials enclosing said unit (in whole or in part), including without limitation, the cost of cleaning and replacing (as and when necessary or desired by such owner) all signs affixed to the interior of said unit and within the space designated for such unit within the Sign Band/Canopy, as well as all plate glass windows and doors situate within (or leading into) his or her commercial/retail unit, together with the cost of insuring all such plate glass windows, doors and signs;

- iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service exclusively to his or her commercial/retail unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively serves such owner's commercial/retail unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration); and
 - iv) ensuring that all heating equipment is fully functioning and operational to provide adequate heat the for the commercial/retail unit (and to maintain the temperature thereof to a minimum of 18.33°C), so as to avoid extremely cold temperatures within the commercial/retail unit from detrimentally affecting the temperature of adjacent or neighbouring units or common element areas, and to avoid any consequential damage to water pipes and sprinklers situate within (or appurtenant to) any adjacent units or common element areas.
- e) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each unit owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.
- f) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).
- g) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.
- h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit (or any exclusive use common element areas appurtenant thereto), or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and

shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 40 - Maintenance and Repairs to Common Elements

- a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements [including without limitation, the Commercial/Retail Corridor, and the Sign Band/Canopy, each comprising part of the common elements of this Condominium but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit owner pursuant to Schedule "F" of this declaration.
- b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:
 - i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;
 - ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways and driveways shall include the clearing of snow, ice and debris therefrom (including the removal of snow and ice from the outdoor non-exclusive use walkway(s) leading to the dwelling unit entry door of units 1 to 15, on level 1 but not the removal of snow and ice from the exclusive use patio area in the vicinity/adjacent to such walkway(s));
 - iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property or any portion thereof (if applicable); and
 - iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any [except for the maintenance of the exterior surfaces of windows within any dwelling units that are accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].
- c) Notwithstanding anything provided in the preceding subsections 40 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:
 - i) each dwelling unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;
 - ii) each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and under-padding) within any such balcony, patio or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio or terrace area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:

- A) any such tile or floor covering is impermeable to water, or bonded to the concrete balcony floor so as to prevent water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);
 - B) details of the installation of such tile or floor covering are supplied by the unit owner to the board or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), or alternatively, such proposed tile or floor covering has been approved for installation by the declarant's original design engineer (at the expense of the unit owner), with such approval being confirmed in writing and addressed and delivered to the board; and
 - C) in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the common elements, then the cost of such removal and/or replacement shall be borne solely by the affected unit owner;
- iii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall not alter or repair said balcony, patio or terrace area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation;
- iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony, patio or terrace area appurtenant to the unit of such owner (hereinafter collectively referred to as the "**Exclusive-Use Landscaping Materials**"), shall be responsible for the maintenance and repair thereof and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that maintenance and repair thereof of the Exclusive-Use Landscaping Materials, and for all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:
- A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and
 - B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;
- on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use terrace area appurtenant to his or her dwelling unit from placing, within the confines of such terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;
- v) each dwelling unit owner having the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subsection 40(c)(vi) hereof, be responsible for the maintenance and repair of the terrace landscaping (if any) situate within the confines of such exclusive use terrace and/or patio area (hereinafter referred to as "**Terrace Landscaping**"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences

(or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, provided however that:

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

Terrace Landscaping fail(s) to do so].

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

after normal wear and tear;

- ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;
- iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;
- iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and
- v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

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

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

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

PART 10 - INSURANCE

Section 41 - Insurance Maintained by the Corporation

a) All-Risks Insurance

The Corporation shall obtain and maintain insurance against “all risks” (including insurance against damage caused by fire and “major perils” as defined in section 99(2) the Act) as is generally available from commercial insurers in a standard “all

risks” insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation’s obligation to repair, and in respect of the unit owners’ interests in the units and common elements, in connection with any damage to:

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

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

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

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

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

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

- i) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation’s insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person whom the Corporation specifies), and not to the Insurance Trustee;
- ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined), if any;

- iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;
- v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 42 - General Provisions Regarding the Corporation's Insurance

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

Section 43 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 44 - Insurance Maintained by Each of the Unit Owners

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

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

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

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

- i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected against under the Corporation's insurance policy or under the owner's personal insurance policy;
- ii) Insurance covering any special assessments levied against an owner's unit by the Corporation;
- iii) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner and/or his or her unit; and
- iv) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.
- v) For each of the commercial/retail unit owners:
 - A. Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of (or contained within) any portion of his or her unit; and
 - B. Business interruption insurance, insuring any loss and/or damage arising from the inability of any owner of a commercial/retail unit to operate his or her business therefrom, due to any damage to his or her unit, or arising from any action taken by the Corporation which would prevent the operation of such business; and

- vi) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

Section 45 - Indemnification of the Corporation by Unit Owners

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

discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.

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

Section 46 - Insurance Trust Agreement

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

PART 11 - DUTIES OF THE CORPORATION

Section 47 - Duties

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

- a) To cause electricity, water, gas and all other requisite utility services to be provided to each of the units in this Condominium, including, without limitation (to all amenity areas and facilities situate within the Condominium), and to ensure that the Shared Amenity Spaces (and all amenities and facilities situate therein) are fully functional and operable during normal or customary hours of use, and to cause all requisite utility services to be provided to the common elements, including without limitation, the

Commercial/Retail Corridor, and to the Shared Amenity Spaces;

- b) To illuminate, maintain and repair (as the case may be) all portions of the Shared Amenity Spaces respectively, in accordance with the provisions of the Act and this declaration, including without limitation, the maintenance and repair of any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements installed within any non-exclusive use common element areas), and to clean and remove all dirt, debris and snow from all portions of the interior roadway which provides access to, and egress from, the Condominium, and from all walkways, driveways and garage ramps leading into or out of the Underground Garage (and which are correspondingly situate within the boundaries of this Condominium), and to clean and remove all dirt and debris from all portions of the Underground Garage situate within the boundaries of this Condominium, and to correspondingly remove snow, ice and debris from the public sidewalk areas along the perimeter of this Condominium;
- c) To take all requisite steps to ensure that all easement areas appurtenant to the Real Property (if any), as well as all servient easement areas affecting (or in respect of) the Real Property, are maintained and repaired, as and when required;
- d) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- e) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Shared Amenity Spaces by the Declarant, and its designated representatives, agents, employees, contractors and invitees, in connection with the marketing and sales efforts and/or customer service programs implemented from time to time by the Declarant, in connection with the Condominium and/or by the Sackville Owners as expressly provided or contemplated in this declaration;
- f) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over the common interior roadway and adjoining walkways, the garage ramps, and all underground garage driveways and walkways situate within the boundaries of this Condominium, as expressly provided or contemplated in this declaration;
- g) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian egress from the Underground Garage, for fire and emergency purposes, by the unit owners of the Condominium from time to time, and their respective residents, tenants, invitees and licensees from time to time, through the designated stairwells and fire exit doors situate within this Condominium;
- h) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the use and enjoyment of the Shared Amenity Spaces by each of:
 - i) the Declarant, and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service program(s) implemented by the Declarant from time to time, as expressly contemplated or provided for in this declaration and the Two-Way Shared Facilities Agreement; and
 - ii) the dwelling unit owners of the Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration; and
 - iii) the Sackville Owners and the Permitted Invitees, except as otherwise provided by the License Agreement, the Condominium Governing Documents and the Shared Facilities Agreement (if and when entered into by the Corporation and the Sackville Owners)

and to correspondingly ensure that neither the Shared Amenity Spaces, nor any of the equipment, facilities or amenities situate therein or operated therefrom, are accessed, used and/or enjoyed by any of the owners, tenants and/or occupants of any of the commercial/retail units in this Condominium (nor by their respective agents, workmen, customers, contractors, invitees or licensees);

- i) To enter into the Shared Facilities Agreement with the Sackville Owners as soon as reasonably possible after the proclamation of S 21.1(1) of the Act, and to abide by and comply with all of the terms and provisions of the Shared Facilities Agreement, and to the extent possible, compel the observance and compliance with the provisions of the Shared Facilities Agreement by all unit owners in this Condominium, and their respective residents, tenants and invitees;
- i) To pay the Bulk Utility Bills (subject to and in accordance with the foregoing provisions of this declaration);
- j) To cause electricity, hot and cold water, and all other requisite utility services to be provided to each of the units in this Condominium and to all of the common elements of the Condominium;
- k) To maintain and repair of any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements installed within any non-exclusive use common element areas) and the interior roadway which provides access to, and egress from this Condominium;
- l) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;
- m) To enter into the License Agreement with each Sackville Owner as soon as reasonably possible after the registration of this declaration, and to abide by and comply with all of the terms and provisions of the License Agreement, and to the extent possible, compel the observance and compliance with the provisions of the License Agreement by all unit owners in this Condominium, and their respective residents, tenants and invitees;
- n) To execute, forthwith upon the request of the Declarant at any time following the registration of this Condominium, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the Declarant's obligations and liabilities under the License Agreement on behalf of this Condominium, whether arising under (or pursuant to) the provisions of this declaration or otherwise;
- o) To abide by, and comply with, the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) with respect thereto] which are (or may be) registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:
 - i) an outstanding density bonus/development agreement entered into between the Declarant and the City of Toronto, in accordance with Section 37 of The Planning Act, and registered as **Instrument No. _____**, as amended (the "**Section 37 Agreement**");
 - ii) an outstanding site plan agreement between the Declarant and the City of Toronto, pertaining to the development of this Condominium on the Real Property, and registered as **Instrument No. _____**; (hereinafter referred to as the "**Site Plan Agreement**"); and
 - ii) any outstanding condominium development agreement (or site works completion agreement) between the Declarant and the City of Toronto pertaining, amongst other things, to the maintenance of grading and drainage patterns, emergency fire/access routes, landscaping, and/or other site completion matters or outstanding municipal concerns generally involving the ongoing operation and maintenance of this Condominium (hereinafter referred to as the "**Condominium Development Agreement**");

- p) To assume, perform and fulfil, immediately after the registration of this declaration, all of the outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, and to execute and deliver such further documents and/or assurances as the City of Toronto and/or the Declarant may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing assumption by the Corporation of said obligations and liabilities. The foregoing duty shall also include the obligation of this Condominium to:
- i) enter into (and abide by the terms and provisions of) an assumption agreement with the Declarant and with or without the City of Toronto as a party or signatory thereto, but nevertheless enforceable by the City of Toronto against the Corporation (hereinafter referred to as the “**Assumption Agreement**”), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under any or all of the Outstanding Municipal Agreements; and
 - ii) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to interfere with any drains or drainage pattern(s) in respect of the Real Property), nor alter the width of any driveways situate within the Real Property, except in accordance with the grading and drainage plans and/or the building siting control plan approved by the City of Toronto, without the prior written consent of the City of Toronto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto; and
 - iii) indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach of the duties or obligations outlined in clauses (i) and (ii) above, and/or because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
 - B. any security heretofore provided or posted by the Declarant with the City of Toronto (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreements) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);
- q) To require, in the event that any unsold parking units, parking/locker units and locker units (or any other units) so retained by the Declarant are hereafter transferred and conveyed to the Corporation (either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim by or on behalf of this Condominium, or otherwise), nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding mortgages or charges encumbering same, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant’s solicitors in connection therewith. The foregoing duty shall also include the obligation of this Condominium to forthwith accept upon the request of the Declarant, at any time hereafter, title to any unsold parking unit(s), parking/locker units(s), locker unit(s) and/or any other unit(s) so retained by the Declarant and which the Declarant wishes to convey to this Condominium for nil consideration, provided that title thereto is conveyed free and clear of any outstanding mortgages or charges (or provided that any such outstanding mortgages or charges encumbering same are discharged forthwith following any such conveyance to this Condominium, at the sole cost and expense of the Declarant), and provided further that all outstanding realty taxes assessed against same have been fully paid by or on behalf of the Declarant, without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities

and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith;

- r) To maintain and repair, and keep in good, clean and proper condition at all times, the Sign Band/Canopy, and to ensure that the Sign Band/Canopy does not cause any interference with any pedestrian or vehicular traffic adjacent to this Condominium, and that the line of sight of any nearby traffic sign or traffic signal is not obscured thereby;
- s) To enter into, and abide by the provisions of, a servicing agreement with the Utility Monitor (initially designated by the Declarant to be Provident Energy Management Inc.), pursuant to which the Utility Monitor shall be retained by the Corporation to:
 - i) read each of the hot and cold water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hot water and electricity services, and, where applicable, for cost of their Electrical Parking Units' electricity consumption, all determined in accordance with the Utility Monitor's check meter readings; and
 - ii) read the check meters for electricity appurtenant to each of the Electrical Parking Units, as applicable, on a periodic basis, and to correspondingly issue invoices to each of the owners of the respective Electrical Parking Units for the cost of their respective consumption of electricity, determined in accordance with the Utility Monitor's check meter readings;
 - iii) attend to the maintenance, repair and/or replacement, as and when necessary, of each of the hot and water and electricity check meters appurtenant to each of the dwelling units, as well as each of the water and electricity meters appurtenant to each of the commercial/retail units, as well as the electricity check meters appurtenant to each of the Electrical Parking Units, as applicable, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the said meters or check meters appurtenant to each of the units in this Condominium; and
 - v) charge back the cost of such meter and/or sub-meter reading and invoicing services, to each of the dwelling unit owners and commercial/retail unit owners and owners of the Electrical Parking Units respectively;
- t) To take all reasonable steps to ensure that the hot and cold water and electricity check meters appurtenant to each of the dwelling units, as well as each of the water and electricity check meters appurtenant to each of the commercial/retail units and the electricity check meters appurtenant to each of the Electrical Parking Units are in good working order (and properly tested and serviced from time to time), and that said meters or sub-meters are read by the Utility Monitor (and invoices reflecting the cost of water and electricity consumption, based on said meter and/or sub-meter readings, are correspondingly issued by the Utility Monitor) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to correspondingly:
 - i) collect from each dwelling unit owner his or her unpaid P.S.R.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Utility Lien against the dwelling unit (and Electrical Roughed-In Parking Unit, as applicable) of each Defaulting Owner, pursuant to the foregoing provisions of this declaration;
 - ii) collect from each commercial/retail unit owner his or her unpaid P.S.C.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Commercial Utility Lien against the commercial/retail unit of each Defaulting Commercial Owner, pursuant to the foregoing provisions of this declaration; and
 - iii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the dwelling units, Electrical Parking Units, as applicable and commercial/retail units respectively;
- u) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**Municipal License Agreement**"), if so required by the Governmental Authorities or so desired and requested by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license (for nil consideration) to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the

Declarant thereunder (but in no case later than 21 years less a day following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of The Planning Act R.S.O. 1990, as amended), and which license shall be duly authorized by a by-law of the Corporation enacted in accordance with the provisions of the Act;

- v) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local electricity authority or provider (hereinafter referred to as the "**Electricity Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Electricity Company's electricity plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of electricity to each of the dwelling units, commercial/retail units and designated portions of the common elements in this Condominium, and if so requested by the Electricity Company, to enter into (and abide by the terms and provisions of) an agreement with the Electricity Company pertaining to the provision of electricity to this Condominium (hereinafter referred to as the "**Electricity Agreement**");
- w) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinbefore and hereinafter referred to as the "**Gas Supplier**" or the "**Gas Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to the Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "**Gas Agreement**");
- x) To grant (for nil consideration), immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "**Telecommunication Service Providers**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of cable television, telephone and/or other telecommunication service lines, wires, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone and/or other telecommunication services to each of the dwelling units and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers, and if so requested by any or all of the Telecommunication Service Providers, the Corporation shall enter into (and abide by the terms and provisions of) one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers, pertaining to the provision of cable television, telephone and/or other telecommunication services to this Condominium (hereinafter collectively referred to as the "**Telecommunication Agreements**"), on the express understanding that any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone and/or other telecommunication services to this Condominium;
- y) To ensure that on designated or scheduled municipal garbage pickup days only, arrangements are made for the Condominium's garbage container bins to be moved from the garbage storage/recycling room, to an exterior concrete storage/collection pad, and that the building superintendent or another trained person is present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the exterior concrete storage/collection pad, and onto the municipal garbage collection vehicles, and to act as a flagperson when such vehicles are reversing and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- z) To take all reasonable steps to ensure that all deliveries (eg. of all goods, supplies, materials, inventory,

products, furniture and/or equipment) to each of the commercial/retail units are made directly through their respective exterior front doors, or through the Commercial/Retail Corridor, from the shared loading area at the side or rear of this Condominium, and not from or through the main lobby of this Condominium or elsewhere;

- aa) To allow each of the owners of the commercial/retail units to hook into (and obtain the use and benefit of) the Corporation's water and electricity services, provided that each of the commercial/retail units are separately metered or check-metered and correspondingly invoiced directly by the Utility Monitor for their respective consumption of water and electricity, in accordance with the foregoing provisions of this declaration;
- ab) To take all reasonable steps to ensure that each commercial/retail unit owner is maintaining a minimum level of heat within his or her commercial/retail unit, to a standard or degree acceptable to the Declarant or the Corporation, so as to ensure:
 - i) that any water flowing through the in-suite sprinkler system does not (or will not) freeze and damage any pipes; and
 - ii) that any dwelling unit(s) situate above or beside any commercial/retail unit is/are not unduly affected by cold temperatures emanating from such an unheated or poorly heated commercial/retail unit.
- ac) To maintain and keep in good repair at all times (in such a manner as would a prudent owner of similar premises) the Commercial/Retail Garbage Room, and the commercial service areas, and all other portions of the common elements which service or benefit the commercial/retail units, including without limitation, all mechanical, electrical, heating, cooling, refrigeration, drainage and plumbing equipment, fixtures, systems and/or installations (and all appurtenances thereto) which service any of the commercial/retail units (save and except for any equipment, fixtures, systems and/or installations which provide power or any other service exclusively to any single or particular commercial/retail unit, in respect of which the owner of such unit shall be solely responsible for the cost of maintaining and repairing same), so that each of the commercial/retail units, and the Commercial/Retail Garbage Room will, at all times, have the benefit of all essential utilities, facilities and services needed to enable each of the respective owners of the commercial/retail units to operate their respective commercial and/or retail businesses, offices or services respectively therefrom, in a commercially reasonable and customary manner, without the risk or fear of being cut-off from (or deprived of) the use of same. To maintain and repair same (in such a manner as would a prudent owner of similar premises), in order to ensure the proper servicing of (as well as the provision of temporary garbage storage facilities for) each of the commercial/retail units, without depleting, restricting or detrimentally altering any of the equipment, facilities or services contained in the Commercial/Retail Garbage Room, or provided thereby and the cost of maintaining, repairing and insuring same, shall (following such conveyance by the Declarant to the Corporation) be borne by the Corporation and correspondingly treated for all purposes as a common expense;
- ad) To ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else (save as otherwise expressly provided or contemplated in this declaration to the contrary) which would limit, restrict or interfere with the pedestrian access and egress of each of the owners and tenants of the commercial/retail units, and their respective authorized agents, representatives, employees and/or contractors over, across, upon and through all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to:
 - i) the commercial/retail units, the Commercial/Retail Garbage Room, the Commercial/Retail Corridor and Lobby and the shared loading/moving area, all of which are situate on level 1, together with any fire exit stairwells and corridors (wheresoever situate) for emergency egress purposes;
 - ii) the commercial service areas on levels 1 and A respectively;
 - iii) the complete individual and independently operated water source heat pump unit or system (and

all equipment and fixtures appurtenant thereto, including the valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, together with all equipment, fixtures and installations appurtenant thereto, which provide heating and/or cooling services to any of the commercial/retail units (all of which equipment, fixtures, installations and/or systems are located on levels 1 and/or A);

- iv) those areas on level 1 or A of this Condominium which contain or house the water and electricity meters or check meters appurtenant to each of the commercial/retail units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of any or all of the commercial/retail units; and
- v) this Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the commercial/retail units (or any portion thereof);

subject however to such reasonable and customary restrictions on access thereto as may be implemented by property management and the security personnel retained by or on behalf of the Corporation;

- ae) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or otherwise interfere with:
 - i) the general public's access to and egress from any of the commercial/retail units, from and along Sackville Avenue; and
 - ii) the amount of sunlight reaching or coming into the commercial/retail units through any windows, glass or plastic skylights, canopies and/or other enclosures comprising part of (or contained within) the boundaries of any of the commercial/retail units, as at the date of registration of this declaration;
- af) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or interfere with the right of any of the commercial/retail unit owners to undertake and complete any Minor Installations and/or any Commercial Partition Removal (if applicable) as contemplated in this declaration;
- ag) To ensure that no sign or other advertising material is installed or affixed by anyone within the interior of any commercial/retail unit that is visible from the exterior of such unit, and that no exterior signage is placed or installed within the Sign Band/Canopy, unless and until (in each case) the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Corporation, and same otherwise complies in all respects with the provisions of the Applicable Zoning By-laws;
- ah) To ensure (to the extent reasonably possible) that each commercial/retail unit owner places his or her own garbage (emanating from such owner's unit) into such owner's commercial garbage bin(s) situate within the Commercial/Retail Garbage Room, and co-ordinates the scheduling of all garbage pick-up and removal services with respect to such owner's commercial/retail unit in conjunction with (and with the prior approval of) the Condominium's property manager (including the timing and frequency of the transportation of such commercial/retail unit owner's garbage, from the Commercial/Retail Garbage Room to the designated exterior garbage pad, and that no garbage and/or garbage containers are left outside on the sidewalk area along any portion of the perimeter of this Condominium at any time;
- ai) To arrange for a trained person to be present at all times during the respective collection/removal of the residential garbage and the commercial/retail garbage from this Condominium, in order to properly manoeuvre and transport the Condominium's garbage containers, as well as the respective garbage containers of the commercial/retail unit owners (situate within the Commercial/Retail Garbage Room), to the exterior concrete collection pad, and onto the garbage collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;
- aj) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) each of the commercial/retail units (including any access doors located within any wall(s), floor(s) or ceiling(s) of such units) during those hours of any day when the commercial/retail units are not ordinarily open for business to the general

public, on at least 48 hours prior written notice to the intended or affected unit owner(s) [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within any of the commercial/retail units but which service or benefit any other unit(s) or common element area(s) in this Condominium, provided that the Corporation forthwith reimburses (and agrees to indemnify and save harmless) each owner of a commercial/retail unit who has suffered or incurred any loss or damage to his or her unit (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry to maintain, repair, re-locate, replace and/or service the foregoing equipment, installation and/or systems (or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, re-locate, replace and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of any business operated from any such commercial/retail unit in connection with the Corporation's exercise of the foregoing right of entry;

- ak) As and when hereafter required, to enter into an AAI Agreement with the Declarant (in the Declarant's capacity as the owner of any of the commercial/retail units), or with each of the respective successor owners of any of the commercial/retail units, in order to permit the Declarant (and each of the respective successor owners of any of the commercial/retail units) to undertake and complete any Minor Installation and/or Commercial Partition Removal [as contemplated in this declaration], and/or any other desired work or installation that affects (or directly impacts upon) any portion of the common elements and that is otherwise permitted or contemplated by the provisions of this declaration, in the manner outlined or prescribed by the foregoing terms and provisions hereof (and provided that the cost of undertaking or implementing any Minor Installation and/or Commercial Partition Removal so desired, together with the responsibility for the cost of repair after damage, maintenance and insurance with respect to same, is borne entirely by the Declarant or the commercial/retail unit owner(s) seeking to implement or undertake same);
- al) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any dwelling unit owner desiring to make any addition, alteration or improvement to any exclusive use common element area(s) appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall or may be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and the AAI Agreement shall address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act.
- am) To take all requisite steps to ensure that no part of the outdoor penthouse roof areas and/or any outdoor patios, balconies or terraces are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of the adjacent or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible. In addition, the Condominium shall control the use of excessive exterior lighting and excessive use of outdoor speakers or other sound application in order to prevent disturbance to the reasonable use and enjoyment of the of the adjacent or neighbouring lands, including

without limitation, 465 King;

- an) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the respective dwelling units on the uppermost level of this Condominium, or upon or within the penthouse roof/terrace areas (or any portion thereof), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);
- ao) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) any or all of the dwelling units in this Condominium, which contain any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, provided that such access is attained only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), and to forthwith reimburse (and concomitantly indemnify and save harmless) each owner of a dwelling unit who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal;
- ap) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:
 - i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;
- aq) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in

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

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

on the express understanding that the Declarant shall not be obliged to undertake such monitoring nor shall the Declarant be responsible or liable in any way for the failure to have this Condominium, to ultimately achieve or attain Tier 1 status, nor shall the Declarant be responsible or liable for maintaining any of the energy efficient equipment or components of this Condominium according to the Tier 2 standard after the point of its initial certification (if Tier 1 certification was, in fact, ever achieved or attained), under any circumstances whatsoever. Any development charge credits or refunds available or applicable to the Condominium resulting from the Tier 1 certification shall be the property of the Declarant and not the Condominium and the Condominium shall execute such documents, authorizations and/or directions as may be required or requested by the Declarant from time to time to facilitate the payment of such credits and/or refunds to the Declarant;

ar) To ensure that if or where a realtor key lock box and closet has been installed by the Declarant within the confines of this Condominium, no actions or steps are taken by the Corporation, or by any one else, which would:

- i) cause said lock box and closet to be removed or dismantled; and/or
- ii) prohibit, limit or restrict reasonable access to and from said lock box and closet, by any realtor(s) expressly authorized by any dwelling unit owner in this Condominium to access same for the purposes of facilitating the showing and sale of such owner's dwelling unit, provided that the affected unit owner signs an authorization form (available from the Condominium's property manager) and delivers same directly to the Corporation or the Condominium's property manager at least 48 hours prior to any desired entry/access to the aforementioned lock box and closet, and which authorization form shall expressly confirm, amongst other things, that:
 - A. such owner's dwelling unit is intended to be shown to third parties by one or more real estate agents or representatives who are authorized to access the aforementioned lock box and closet; and

- B. such dwelling unit owner unconditionally accepts full and complete responsibility for any damage occasioned to his or her unit (and any loss or damage to any personal belongings, chattels, fixtures or equipment situate therein) as a consequence of such permitted entry/access, and fully absolves the Corporation and the Condominium's property manager (and their respective employees, officers and directors) from all claims and/or liabilities arising from such permitted entry/access and/or any resultant loss or damage as aforesaid;
- as) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;
- at) To take all reasonable steps to collect from each Sackville Owner the License Fee and other charges and fees in accordance with the terms of the License Agreement;
- au) The Condominium Corporation shall enter into (and abide by, and comply with, the terms and provisions of) an assignment and assumption agreement with the Declarant and with the City of Toronto as a party (but not necessarily as a signatory) thereto, but nevertheless expressly enforceable by the City of Toronto directly against this Condominium, forthwith upon the request of the Declarant and/or the City of Toronto (the "**Ground Water Discharge Assumption Agreement**"), pursuant to which this Condominium shall, amongst other things, formally evidence and confirm its assumption of all outstanding and ongoing ground water discharge obligations imposed by the City of Toronto at any time, and from time to time, pursuant to the City of Toronto's *Municipal Code Chapter 681, as amended*, including without limitation the following:
- i) to pay any and all related ground water discharge fees in connection therewith on a quarter yearly basis, or on any other periodic basis so required by the City of Toronto [with there currently being a charge imposed by the City of Toronto of approximately \$2.32 per cubic metre of water so discharged into the sanitary sewer, and which charges may be increased by the City of Toronto on an annual basis (currently projected to be at the rate of approximately 5% per annum), at the sole discretion of the City of Toronto] and such agreement that is ultimately entered into by this Condominium with the City of Toronto, in connection with the sanitary sewer discharge of the ground water or the storm sewer discharge of the ground water, shall hereinafter be referred to as the "**Ground Water Discharge Agreement**"; and
 - ii) to pay any and all related ground water discharge fees in connection therewith and expressly including the obligation to indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention of the Ground Water Discharge Obligations, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone else for whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity),
- (with such obligations, including the obligations outlined in the Ground Water Discharge Agreement or ground water discharge assumption agreement hereafter entered into by this Condominium pursuant to the City of Toronto's *Municipal Code Chapter 681, as amended* from time to time) (hereinafter referred to as the "**Ground Water Discharge Obligations**") to be undertaken, performed and coordinated by the Condominium and with all costs and expenses

incurred in connection with the performance and fulfilment of the Ground Water Discharge Obligations, or any portion thereof (hereinafter collectively referred to as the "**Ground Water Discharge Compliance Costs**") to ultimately comprise part of the common expenses of this Condominium and to correspondingly be reflected in this Condominium's annual operating budget(s);

- av) To properly enact a by-law (pursuant the provisions of the Act) to formally authorize the Condominium Corporation's execution of the aforementioned Ground Water Discharge Assumption Agreement with the Declarant [and with the City of Toronto as a party (but not necessarily as a signatory) thereto], as well as the performance and fulfilment of all obligations imposed upon the Condominium Corporation thereunder, or arising therefrom; provided however that if, at any time hereafter, either or both of the initial ground water discharge agreement (entered into between the Declarant and the City of Toronto) and/or the aforementioned Ground Water Discharge Assumption Agreement has been terminated, such that the City of Toronto will no longer permit the groundwater from this Condominium to be discharged directly into the storm sewer system, or in the event that the ground water which emanates from or through this Condominium's building foundation (and/or its appurtenant drainage system) exceeds the maximum discharge flow rate of private water permitted by the City, or in the event the quality of the ground water so discharged fails to meet the City of Toronto requirements, then the Condominium Corporation shall then be obliged to use or employ any one or more alternate methods approved by the City of Toronto's water department to dispose of the ground water (including without limitation, the removal of the ground water off-site by pumping or draining same into containers and trucking same to a designated or authorized groundwater discharge site or depot), all at the Condominium's sole cost and expense and without the Condominium seeking or claiming any compensation or reimbursement for such costs from the City of Toronto, the Declarant or any other party or parties whatsoever;
- aw) To enter into (and abide by, and comply with, the terms and provisions of) an assumption agreement with the Declarant (and with the owner of 465 King as a party, but not as a signatory thereto, but enforceable by the owner of 465 King directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinafter referred to as the "**Restrictive Covenant Assumption Agreement**") and to properly enact a by-law (pursuant the provisions of the Act) to formally authorize the Condominium Corporation's execution of the aforementioned Restrictive Covenant Assumption Agreement;
- ax) To accept, at any time after registration, title to [and to correspondingly execute all requisite documents, land transfer tax affidavits and any other documents or instruments necessary to authorize, effect and/or complete the electronic registration of a transfer/deed in respect of] any number of unit(s) within this Condominium (on one or more occasions) which the Declarant wishes to convey to the Corporation (and of which the Declarant no longer wishes to retain ownership), as may be determined from time to time by the Declarant in its sole, unfettered and unchallenged discretion, including without limitation, any number of Electrical Parking Units, without any cost or charge to the Declarant and without any objection or delay by the Condominium Corporation, provided that:
- i) any such conveyance is made for nil or nominal consideration, unless it relates to the conveyance of an Electrical Parking Unit(s), in which case it shall be a duty of the Condominium Corporation to reimburse the Declarant for the cost of each check meter so installed by the Declarant as an appurtenance to the Electrical Parking Unit(s) so conveyed;
 - ii) title to any unit so conveyed by the Declarant as transferor, to the Corporation as transferee, is unencumbered by any outstanding lien,

mortgage or charge, without requiring or requisitioning anything else from the Declarant or its solicitors in connection therewith (and specifically without requiring or requisitioning any undertakings, clearances, certificates, statutory declarations, opinions and/or indemnities from the Declarant or its solicitors);

and following such conveyance the Condominium Corporation shall be solely responsible for paying all common expenses and realty taxes assessed against (or attributable to) the unit(s) so conveyed, as well as the cost of maintaining, repairing and insuring the unit(s) so conveyed, on the express understanding that all such expenses so borne or paid for by the Condominium Corporation shall be deemed and construed to constitute (and shall be treated for all purposes as) part of the common expenses. The Condominium Corporation shall also be solely responsible for the payment of the electricity consumption charges metered to the Electrical Parking Units and for the maintenance and repair of the charging stations appurtenant to the Electric Parking Units so conveyed, each of which charges shall not be included in the common expenses but shall be in addition to the common expenses;

- az) To ensure that neither the Condominium Corporation and/or any of the unit owners, tenants or occupants takes steps to remove, alter, relocate and/or damage any trees along the boundary of the Condominium adjacent to 465 King (if any so installed);
- ba) To ensure that neither the Condominium or any unit owner, tenant and/or occupant takes: (a) any steps to alter and/or modify the use and/or the configuration of the Second Storey Area and/or the fifth floor Green Roof beyond that which existed as at the registration of the Condominium; and (b) to remove, alter or relocate any fence (if so installed by the Declarant) along the property boundaries of the Condominium and 465 King. Any repair or replacement of such fencing shall be made with the same materials and having the same colour, height and dimensions as the fence installed by the Declarant;
- bb) To ensure that no part of any outdoor terrace and/or patio areas and/or any outdoor balconies are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of any other dwelling units and/or of the adjacent or neighbouring lands, including without limitation, 465 King, and to endeavour to ensure that any disturbance of the quiet enjoyment of such other dwelling units and/or adjacent or neighbouring lands, including the owners and occupants of 465 King, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;
- bc) To ensure that no steps are taken by the Condominium, the unit owners, tenants and/or occupants to remove, relocate, alter and/or modify the frosted or fritted balcony glass guards installed by the Declarant on north and east side dwelling units directly facing or affecting the Sackville Street which provide privacy for the Sackville Owners and the occupants of the Condominium and to maintain and repair such balcony guards as and when required;
- bd) To ensure that the Condominium does not take any steps to object to any proposal by the City of Toronto for a bylaw that prohibits owners and occupants of dwelling units and/or retail units in the Condominium from being eligible for, or being able to apply for any type of on-street parking permit; and
- be) The Corporation shall execute the Car Share Agreement directly with the Car Share Provider soon after registration (or in the alternative, the Corporation shall execute an assumption agreement with the Declarant and the Car Share Provider as a party (but not as a signatory) thereto, but nevertheless enforceable by the Car Share Provider against the Corporation (subject to the Condominium's rights of termination) in order to evidence and confirm the Condominium's assumption and commitment to abide by all outstanding and ongoing obligations and liabilities of the Declarant arising under the Car Share Agreement (such assumption agreement herein referred to as the "**Assumption of the Car Share**

Agreement”); and

- bf) To clear snow and ice from all outdoor walkways (including the outdoor non-exclusive use walkway(s) leading to the dwelling unit entry door of units 1 to 15, on level 1 but excluding therefrom the exclusive use patio area).

PART 12 - GENERAL MATTERS

Section 48 - Rights of Entry

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

Section 49 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or

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

Section 50 - Waiver

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

Section 51 - Notice

- a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:
- i) **To an owner**, by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.
 - ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.
 - iii) **To the Corporation**, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
 - iv) **To the Declarant**, by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time], and as at the date of registration of this declaration, the Declarant's address for service is: 920 Yonge Street, Suite 1000, Toronto, Ontario M4W 3C7.
- b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be, and provided further that if any notice is telefaxed, then a confirmation of such telefax transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).
- c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 52 - Interpretation of the Declaration

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

the context.

Section 53 - Headings

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

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

IN WITNESS WHEREOF the Declarant has hereunto executed this declaration under the hand of its duly authorized signing officer.

ALTERRA-FINER (CORKTOWN) LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

SCHEDULE "A"
TO THE DECLARATION OF ALTERRA-FINER (CORKTOWN) LTD.
LEGAL DESCRIPTION

In the City of Toronto, **municipally located at 28 Eastern Avenue , Toronto** and being and being composed of the following lands and premises, namely:

Firstly: LT 19-20 PL 242E TORONTO; PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA624156, having property identifier number **PIN 21079-0110**;

Secondly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108, TORONTO AS IN CA658784, **together with** a free and uninterrupted right of way in common with others entitled thereto for persons, animals and vehicles, through, along and over that certain parcel and tract of land situate, lying and being in the City of Toronto, being composed of PT LT 18, Plan 242-E as in Instrument No. CA658784, having property identifier number **PIN 21079-0111**; and

Thirdly, PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 13 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 14 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 , TORONTO AS IN ES55704, ES55364 AND ES40777 having property identifier number **PIN 21079-0120**,

(with all of which firstly, secondly and thirdly lands hereinafter collectively referred to as the "**Real Property**")

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

Messrs. DelZotto, Zorzi LLP,
solicitors and duly authorized agents for
ALTERRA-FINER (CORKTOWN) LTD.

Per: _____

SCHEDULE "B"

TO THE DECLARATION OF ALTERRA-FINER (CORKTOWN) LTD.

CONSENT OF CHARGE

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

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

DATED this _____ day of _____, 20____.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF ALTERRA-FINER (CORKTOWN) LTD.

CONSENT OF CHARGE

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

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

DATED this _____ day of _____, 20____.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Parking Unit, Parking Storage Unit, Storage Unit and Bicycle Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 12, both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 12, both inclusive of the description and all dimensions shall have reference to them.

1. BOUNDARIES OF THE COMMERCIAL UNITS

Being Units 16 and 17 on Level 1;

HORIZONTAL BOUNDARIES ARE:

The upper surface and plane of the concrete floor slab and production thereof;

The lower surface and plane of the concrete floor slab and production thereof;

The backside (upper) surface and plane of the ceiling drywall sheathing and / or duct covers and / or suspended ceilings and production thereof;

VERTICAL BOUNDARIES ARE:

The backside surface and plane of the drywall sheathing and production thereof;

The unfinished unitside surfaces of doors and door frames, windows and window frames, and the unitside surfaces of all glass panels located therein. (when the doors and windows are in a closed position);

The unitside surface and plane of the concrete column and production thereof;

The unitside surface and plane of the concrete or masonry wall and production thereof;

2. BOUNDARIES OF THE RESIDENTIAL UNITS

Being Units 1 to 15, both inclusive on Level 1; Units 1 to 45, both inclusive on Level 2; Units 1 to 44, both inclusive on Level 3; Units 1 to 42, both inclusive on Level 4; Units 1 to 36, both inclusive on Level 5; Units 1 to 35, both inclusive on Level 6; Units 1 to 31, both inclusive on Levels 7 & 8; Units 1 to 29, both inclusive on Level 9; Units 1 to 26, both inclusive on Level 10; Units 1 to 24, both inclusive on Level 11 and Units 1 to 21, both inclusive on Level 12;

HORIZONTAL BOUNDARIES ARE:

the upper surface and plane of the concrete floor slab and production thereof;

the upper or backside surface and plane of the ceiling drywall sheathing and of suspended ceilings and/or bulkhead duct covers and productions thereof;

the sloping plane of the unfinished lower surface of the stair stringers and production thereof;

the sloping plane of the unfinished lower surface of the concrete stairs;

SCHEDULE "C"

VERTICAL BOUNDARIES ARE:

the backside surface and plane of the drywall sheathing and production thereof;

the unfinished unitside surfaces of doors and door frames, windows and window frames, and the unitside surfaces of all glass panels located therein. (when the doors and windows are in a closed position);

the sloping plane of the unfinished lower surface of the stair stringers and production thereof;

the sloping plane of the unfinished lower surface of the concrete stairs;

the unitside surface of the floor opening and production thereof;

3. BOUNDARIES OF THE PARKING UNITS

Being 34 Units on Level A and 67 Units on Level B;

HORIZONTAL BOUNDARIES ARE:

the upper surface and plane of the concrete floor slab and production thereof;

the plane parallel to and 2.10 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;

VERTICAL BOUNDARIES ARE:

the vertical plane established by measurements.

the vertical plane established by the line of faces of concrete columns and production thereof;

the vertical plane established by the center-line of concrete columns and production thereof;

the unitside surface and plane of the concrete or masonry wall and production thereof;

the vertical plane established by measurements and perpendicular to the concrete or masonry walls;

the vertical plane established perpendicular to the concrete or masonry wall and passing through the centre line of the concrete column and production thereof;

the vertical plane established perpendicular to the concrete or masonry wall and passing through the face of the concrete column and production thereof;

the unitside surface and plane of the concrete or masonry column and production thereof;

SCHEDULE "C"

4. BOUNDARIES OF THE PARKING STORAGE UNITS

Being 2 Units on Level B;

HORIZONTAL BOUNDARIES ARE:

the upper surface and plane of the concrete floor slab and production thereof;

the lower surface and plane of the concrete floor slab and production thereof;

the plane parallel to and 2.10 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;

VERTICAL BOUNDARIES ARE:

the vertical plane established by measurements.

the vertical plane established by the line of faces of concrete columns and production thereof;

the vertical plane established by the center-line of concrete columns and production thereof;

the unitside surface and plane of the concrete or masonry wall and production thereof;

the vertical plane established by measurements and perpendicular to the concrete or masonry walls;

the vertical plane established perpendicular to the concrete or masonry wall and passing through the centre line of the concrete column and production thereof;

the vertical plane established perpendicular to the concrete or masonry wall and passing through the face of the concrete column and production thereof;

the unitside surface and plane of the concrete or masonry column and production thereof;

5. BOUNDARIES OF THE STORAGE UNITS

Being: 51 Units on Level A; 184 Units on Level B; 6 Units on each of Levels 2 & 3 (total of 12); 4 Units on each of Levels 4 to 12, both inclusive (total of 36);

HORIZONTAL BOUNDARIES ARE:

the upper surface and plane of the concrete floor slab and production thereof;

the lower surface and plane of the concrete floor slab and production thereof;

the plane parallel to and 2.10 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;

the lower surface and plane of the wire mesh ceiling;

SCHEDULE "C"

VERTICAL BOUNDARIES ARE:

the unitside surface and plane of the concrete or masonry wall and production thereof;

the unitside surface and plane of the concrete or masonry column and production thereof;

the unitside surface and plane of the drywall sheathing and production thereof;

the unitside surface and plane of the wire mesh partition and /or wire mesh door and production thereof (when the door is in a closed position);

the unfinished unitside surfaces of doors and door frames, located therein (when the doors are in a closed position);

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 12, both inclusive of the Description.

Dated: _____

Ophir N. Dzaldov
Ontario Land Surveyor

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

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SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)			
RESIDENTIAL UNITS:	1	1	0.3717130	X	1	0.3717130
	2	1	0.4121249	X	1	0.4121249
	3	1	0.4121249	X	1	0.4121249
	4	1	0.4121249	X	1	0.4121249
	5	1	0.4193686	X	1	0.4193686
	6	1	0.4715990	X	1	0.4715990
	7	1	0.4357621	X	1	0.4357621
	8	1	0.4357621	X	1	0.4357621
	9	1	0.3781942	X	1	0.3781942
	10	1	0.4216560	X	1	0.4216560
	11	1	0.4045000	X	1	0.4045000
	12	1	0.4045000	X	1	0.4045000
	13	1	0.3724755	X	1	0.3724755
	14	1	0.3652319	X	1	0.3652319
	15	1	0.5108672	X	1	0.5108672
COMMERCIAL UNITS:	16	1	0.4651179	X	1	0.4651179
	17	1	0.5101047	X	1	0.5101047
RESIDENTIAL UNITS:	1	2	0.2504774	X	1	0.2504774
	2	2	0.1364854	X	1	0.1364854
	3	2	0.2462837	X	1	0.2462837
	4	2	0.1978657	X	1	0.1978657
	5	2	0.1978657	X	1	0.1978657
	6	2	0.1978657	X	1	0.1978657
	7	2	0.3335886	X	1	0.3335886
	8	2	0.2119717	X	1	0.2119717
	9	2	0.2489524	X	1	0.2489524
	10	2	0.1971032	X	1	0.1971032
	11	2	0.2127342	X	1	0.2127342
	12	2	0.1639350	X	1	0.1639350
	13	2	0.1967220	X	1	0.1967220
	14	2	0.2154029	X	1	0.2154029
	15	2	0.2154029	X	1	0.2154029
	16	2	0.2154029	X	1	0.2154029
	17	2	0.2154029	X	1	0.2154029
	18	2	0.3454072	X	1	0.3454072
	19	2	0.2241716	X	1	0.2241716
	20	2	0.2241716	X	1	0.2241716
	21	2	0.2241716	X	1	0.2241716
	22	2	0.2459025	X	1	0.2459025
	23	2	0.2459025	X	1	0.2459025
	24	2	0.2459025	X	1	0.2459025
	25	2	0.2459025	X	1	0.2459025
	26	2	0.2459025	X	1	0.2459025
	27	2	0.2459025	X	1	0.2459025
	28	2	0.2638209	X	1	0.2638209
	29	2	0.1944345	X	1	0.1944345
	30	2	0.1944345	X	1	0.1944345
	31	2	0.3499821	X	1	0.3499821
	32	2	0.2077781	X	1	0.2077781
	33	2	0.2520024	X	1	0.2520024
	34	2	0.2520024	X	1	0.2520024
	35	2	0.2520024	X	1	0.2520024
36	2	0.2089218	X	1	0.2089218	
37	2	0.2592460	X	1	0.2592460	
38	2	0.3004204	X	1	0.3004204	
39	2	0.1814722	X	1	0.1814722	
40	2	0.2306527	X	1	0.2306527	
41	2	0.2306527	X	1	0.2306527	
42	2	0.1250481	X	1	0.1250481	
43	2	0.2436150	X	1	0.2436150	
44	2	0.1315292	X	1	0.1315292	
45	2	0.1810910	X	1	0.1810910	
RESIDENTIAL UNITS:	1	3	0.2504774	X	1	0.2504774
	2	3	0.1364854	X	1	0.1364854
	3	3	0.2462837	X	1	0.2462837
	4	3	0.1978657	X	1	0.1978657
	5	3	0.1978657	X	1	0.1978657
	6	3	0.1978657	X	1	0.1978657
	7	3	0.2699209	X	1	0.2699209
	8	3	0.3488384	X	1	0.3488384
	9	3	0.1700349	X	1	0.1700349
	10	3	0.2428525	X	1	0.2428525
	11	3	0.1277168	X	1	0.1277168
	12	3	0.1593601	X	1	0.1593601
	13	3	0.1784223	X	1	0.1784223
	14	3	0.1784223	X	1	0.1784223
	15	3	0.1784223	X	1	0.1784223
	16	3	0.1784223	X	1	0.1784223
17	3	0.2809769	X	1	0.2809769	
18	3	0.2459025	X	1	0.2459025	
19	3	0.2459025	X	1	0.2459025	
20	3	0.2459025	X	1	0.2459025	
21	3	0.2459025	X	1	0.2459025	

28 Eastern
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)			
	22	3	0.2459025	X	1	0.2459025
	23	3	0.2459025	X	1	0.2459025
	24	3	0.2459025	X	1	0.2459025
	25	3	0.2459025	X	1	0.2459025
	26	3	0.2459025	X	1	0.2459025
	27	3	0.2638209	X	1	0.2638209
	28	3	0.1944345	X	1	0.1944345
	29	3	0.1944345	X	1	0.1944345
	30	3	0.3499821	X	1	0.3499821
	31	3	0.2077781	X	1	0.2077781
	32	3	0.2520024	X	1	0.2520024
	33	3	0.2520024	X	1	0.2520024
	34	3	0.2520024	X	1	0.2520024
	35	3	0.2089218	X	1	0.2089218
	36	3	0.2394213	X	1	0.2394213
	37	3	0.2485712	X	1	0.2485712
	38	3	0.2306527	X	1	0.2306527
	39	3	0.2306527	X	1	0.2306527
	40	3	0.2306527	X	1	0.2306527
	41	3	0.1250481	X	1	0.1250481
	42	3	0.2436150	X	1	0.2436150
	43	3	0.1315292	X	1	0.1315292
	44	3	0.2192154	X	1	0.2192154
RESIDENTIAL UNITS:	1	4	0.2504774	X	1	0.2504774
	2	4	0.1364854	X	1	0.1364854
	3	4	0.2462837	X	1	0.2462837
	4	4	0.1978657	X	1	0.1978657
	5	4	0.1978657	X	1	0.1978657
	6	4	0.1978657	X	1	0.1978657
	7	4	0.2699209	X	1	0.2699209
	8	4	0.3503634	X	1	0.3503634
	9	4	0.2802144	X	1	0.2802144
	10	4	0.1593601	X	1	0.1593601
	11	4	0.1784223	X	1	0.1784223
	12	4	0.1784223	X	1	0.1784223
	13	4	0.1784223	X	1	0.1784223
	14	4	0.1784223	X	1	0.1784223
	15	4	0.2809769	X	1	0.2809769
	16	4	0.2459025	X	1	0.2459025
	17	4	0.2459025	X	1	0.2459025
	18	4	0.2459025	X	1	0.2459025
	19	4	0.2459025	X	1	0.2459025
	20	4	0.2459025	X	1	0.2459025
	21	4	0.2459025	X	1	0.2459025
	22	4	0.2459025	X	1	0.2459025
	23	4	0.2459025	X	1	0.2459025
	24	4	0.2459025	X	1	0.2459025
	25	4	0.2638209	X	1	0.2638209
	26	4	0.1944345	X	1	0.1944345
	27	4	0.1944345	X	1	0.1944345
	28	4	0.3499821	X	1	0.3499821
	29	4	0.2077781	X	1	0.2077781
	30	4	0.2520024	X	1	0.2520024
	31	4	0.2520024	X	1	0.2520024
	32	4	0.2520024	X	1	0.2520024
	33	4	0.2089218	X	1	0.2089218
	34	4	0.1860471	X	1	0.1860471
	35	4	0.1951970	X	1	0.1951970
	36	4	0.2306527	X	1	0.2306527
	37	4	0.2306527	X	1	0.2306527
	38	4	0.2306527	X	1	0.2306527
	39	4	0.1250481	X	1	0.1250481
	40	4	0.2436150	X	1	0.2436150
	41	4	0.1315292	X	1	0.1315292
	42	4	0.2192154	X	1	0.2192154
RESIDENTIAL UNITS:	1	5	0.2504774	X	1	0.2504774
	2	5	0.1364854	X	1	0.1364854
	3	5	0.2462837	X	1	0.2462837
	4	5	0.1978657	X	1	0.1978657
	5	5	0.1978657	X	1	0.1978657
	6	5	0.1978657	X	1	0.1978657
	7	5	0.3591320	X	1	0.3591320
	8	5	0.2840269	X	1	0.2840269
	9	5	0.1593601	X	1	0.1593601
	10	5	0.1784223	X	1	0.1784223
	11	5	0.1784223	X	1	0.1784223
	12	5	0.1784223	X	1	0.1784223
	13	5	0.1784223	X	1	0.1784223
	14	5	0.2809769	X	1	0.2809769
	15	5	0.2459025	X	1	0.2459025
	16	5	0.2459025	X	1	0.2459025
	17	5	0.2459025	X	1	0.2459025
	18	5	0.2459025	X	1	0.2459025

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SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)			
	19	5	0.2459025	X	1	0.2459025
	20	5	0.2459025	X	1	0.2459025
	21	5	0.2459025	X	1	0.2459025
	22	5	0.2459025	X	1	0.2459025
	23	5	0.2459025	X	1	0.2459025
	24	5	0.2638209	X	1	0.2638209
	25	5	0.1944345	X	1	0.1944345
	26	5	0.1944345	X	1	0.1944345
	27	5	0.3489821	X	1	0.3489821
	28	5	0.2077781	X	1	0.2077781
	29	5	0.2413275	X	1	0.2413275
	30	5	0.2409463	X	1	0.2409463
	31	5	0.2009157	X	1	0.2009157
	32	5	0.3724755	X	1	0.3724755
	33	5	0.1250481	X	1	0.1250481
	34	5	0.2436150	X	1	0.2436150
	35	5	0.1315292	X	1	0.1315292
	36	5	0.2192154	X	1	0.2192154
RESIDENTIAL UNITS:	1	6	0.2504774	X	1	0.2504774
	2	6	0.1364854	X	1	0.1364854
	3	6	0.2462837	X	1	0.2462837
	4	6	0.1978657	X	1	0.1978657
	5	6	0.1978657	X	1	0.1978657
	6	6	0.1467790	X	1	0.1467790
	7	6	0.3141452	X	1	0.3141452
	8	6	0.2729708	X	1	0.2729708
	9	6	0.1784223	X	1	0.1784223
	10	6	0.1784223	X	1	0.1784223
	11	6	0.1784223	X	1	0.1784223
	12	6	0.1784223	X	1	0.1784223
	13	6	0.2809769	X	1	0.2809769
	14	6	0.2459025	X	1	0.2459025
	15	6	0.2459025	X	1	0.2459025
	16	6	0.2459025	X	1	0.2459025
	17	6	0.2459025	X	1	0.2459025
	18	6	0.2459025	X	1	0.2459025
	19	6	0.2459025	X	1	0.2459025
	20	6	0.2459025	X	1	0.2459025
	21	6	0.2459025	X	1	0.2459025
	22	6	0.2459025	X	1	0.2459025
	23	6	0.2638209	X	1	0.2638209
	24	6	0.1944345	X	1	0.1944345
	25	6	0.1944345	X	1	0.1944345
	26	6	0.3038516	X	1	0.3038516
	27	6	0.2077781	X	1	0.2077781
	28	6	0.2413275	X	1	0.2413275
	29	6	0.2409463	X	1	0.2409463
	30	6	0.1155170	X	1	0.1155170
	31	6	0.2985142	X	1	0.2985142
	32	6	0.1250481	X	1	0.1250481
	33	6	0.2436150	X	1	0.2436150
	34	6	0.1315292	X	1	0.1315292
	35	6	0.2192154	X	1	0.2192154
RESIDENTIAL UNITS:	1	7	0.2504774	X	1	0.2504774
	2	7	0.1364854	X	1	0.1364854
	3	7	0.2542898	X	1	0.2542898
	4	7	0.2962267	X	1	0.2962267
	5	7	0.3385448	X	1	0.3385448
	6	7	0.3126202	X	1	0.3126202
	7	7	0.1784223	X	1	0.1784223
	8	7	0.1784223	X	1	0.1784223
	9	7	0.1784223	X	1	0.1784223
	10	7	0.1784223	X	1	0.1784223
	11	7	0.2809769	X	1	0.2809769
	12	7	0.2459025	X	1	0.2459025
	13	7	0.2459025	X	1	0.2459025
	14	7	0.2459025	X	1	0.2459025
	15	7	0.2459025	X	1	0.2459025
	16	7	0.2459025	X	1	0.2459025
	17	7	0.2459025	X	1	0.2459025
	18	7	0.2459025	X	1	0.2459025
	19	7	0.2459025	X	1	0.2459025
	20	7	0.1391541	X	1	0.1391541
	21	7	0.3625632	X	1	0.3625632
	22	7	0.2966079	X	1	0.2966079
	23	7	0.1753723	X	1	0.1753723
	24	7	0.2413275	X	1	0.2413275
	25	7	0.2409463	X	1	0.2409463
	26	7	0.1155170	X	1	0.1155170
	27	7	0.2985142	X	1	0.2985142
	28	7	0.1250481	X	1	0.1250481
	29	7	0.2436150	X	1	0.2436150
	30	7	0.1315292	X	1	0.1315292
	31	7	0.2192154	X	1	0.2192154

28 Eastern
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)			
RESIDENTIAL UNITS:	1	8	0.2504774	X	1	0.2504774
	2	8	0.1364854	X	1	0.1364854
	3	8	0.2542898	X	1	0.2542898
	4	8	0.2230278	X	1	0.2230278
	5	8	0.2744958	X	1	0.2744958
	6	8	0.2032031	X	1	0.2032031
	7	8	0.1776598	X	1	0.1776598
	8	8	0.1784223	X	1	0.1784223
	9	8	0.1784223	X	1	0.1784223
	10	8	0.1784223	X	1	0.1784223
	11	8	0.2451400	X	1	0.2451400
	12	8	0.2077781	X	1	0.2077781
	13	8	0.2077781	X	1	0.2077781
	14	8	0.2077781	X	1	0.2077781
	15	8	0.2077781	X	1	0.2077781
	16	8	0.2077781	X	1	0.2077781
	17	8	0.2077781	X	1	0.2077781
	18	8	0.2077781	X	1	0.2077781
	19	8	0.2077781	X	1	0.2077781
	20	8	0.1181857	X	1	0.1181857
	21	8	0.3156702	X	1	0.3156702
	22	8	0.2966079	X	1	0.2966079
	23	8	0.1753723	X	1	0.1753723
	24	8	0.2413275	X	1	0.2413275
	25	8	0.2409463	X	1	0.2409463
	26	8	0.1155170	X	1	0.1155170
	27	8	0.2985142	X	1	0.2985142
	28	8	0.1250481	X	1	0.1250481
	29	8	0.2436150	X	1	0.2436150
	30	8	0.1315292	X	1	0.1315292
	31	8	0.2192154	X	1	0.2192154
RESIDENTIAL UNITS:	1	9	0.2504774	X	1	0.2504774
	2	9	0.1364854	X	1	0.1364854
	3	9	0.2462837	X	1	0.2462837
	4	9	0.3393073	X	1	0.3393073
	5	9	0.3324449	X	1	0.3324449
	6	9	0.1784223	X	1	0.1784223
	7	9	0.1784223	X	1	0.1784223
	8	9	0.1784223	X	1	0.1784223
	9	9	0.2451400	X	1	0.2451400
	10	9	0.2077781	X	1	0.2077781
	11	9	0.2077781	X	1	0.2077781
	12	9	0.2077781	X	1	0.2077781
	13	9	0.2077781	X	1	0.2077781
	14	9	0.2077781	X	1	0.2077781
	15	9	0.2077781	X	1	0.2077781
	16	9	0.2077781	X	1	0.2077781
	17	9	0.2077781	X	1	0.2077781
	18	9	0.1181857	X	1	0.1181857
	19	9	0.3156702	X	1	0.3156702
	20	9	0.2966079	X	1	0.2966079
	21	9	0.1753723	X	1	0.1753723
	22	9	0.2413275	X	1	0.2413275
	23	9	0.2409463	X	1	0.2409463
	24	9	0.1155170	X	1	0.1155170
	25	9	0.2985142	X	1	0.2985142
	26	9	0.1250481	X	1	0.1250481
	27	9	0.2436150	X	1	0.2436150
	28	9	0.1315292	X	1	0.1315292
	29	9	0.2192154	X	1	0.2192154

28 Eastern
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)		
RESIDENTIAL UNITS:	1	10	0.2504774	X 1	0.2504774
	2	10	0.1364854	X 1	0.1364854
	3	10	0.3530321	X 1	0.3530321
	4	10	0.3450260	X 1	0.3450260
	5	10	0.1784223	X 1	0.1784223
	6	10	0.1784223	X 1	0.1784223
	7	10	0.1784223	X 1	0.1784223
	8	10	0.2451400	X 1	0.2451400
	9	10	0.2077781	X 1	0.2077781
	10	10	0.2077781	X 1	0.2077781
	11	10	0.2077781	X 1	0.2077781
	12	10	0.2077781	X 1	0.2077781
	13	10	0.2077781	X 1	0.2077781
	14	10	0.2077781	X 1	0.2077781
	15	10	0.2077781	X 1	0.2077781
	16	10	0.2077781	X 1	0.2077781
	17	10	0.1181857	X 1	0.1181857
	18	10	0.2603898	X 1	0.2603898
	19	10	0.3313012	X 1	0.3313012
	20	10	0.2070156	X 1	0.2070156
	21	10	0.3160514	X 1	0.3160514
	22	10	0.1936720	X 1	0.1936720
	23	10	0.2703021	X 1	0.2703021
	24	10	0.2436150	X 1	0.2436150
	25	10	0.1315292	X 1	0.1315292
	26	10	0.2192154	X 1	0.2192154
RESIDENTIAL UNITS:	1	11	0.2504774	X 1	0.2504774
	2	11	0.1364854	X 1	0.1364854
	3	11	0.3354948	X 1	0.3354948
	4	11	0.3271075	X 1	0.3271075
	5	11	0.1784223	X 1	0.1784223
	6	11	0.1784223	X 1	0.1784223
	7	11	0.2451400	X 1	0.2451400
	8	11	0.2077781	X 1	0.2077781
	9	11	0.2077781	X 1	0.2077781
	10	11	0.2077781	X 1	0.2077781
	11	11	0.2077781	X 1	0.2077781
	12	11	0.2077781	X 1	0.2077781
	13	11	0.2077781	X 1	0.2077781
	14	11	0.2077781	X 1	0.2077781
	15	11	0.2077781	X 1	0.2077781
	16	11	0.1181857	X 1	0.1181857
	17	11	0.2603898	X 1	0.2603898
	18	11	0.3080453	X 1	0.3080453
	19	11	0.1597413	X 1	0.1597413
	20	11	0.2298902	X 1	0.2298902
	21	11	0.3854378	X 1	0.3854378
	22	11	0.2436150	X 1	0.2436150
	23	11	0.1315292	X 1	0.1315292
	24	11	0.2192154	X 1	0.2192154
RESIDENTIAL UNITS:	1	12	0.2504774	X 1	0.2504774
	2	12	0.3252013	X 1	0.3252013
	3	12	0.2047281	X 1	0.2047281
	4	12	0.1784223	X 1	0.1784223
	5	12	0.1776598	X 1	0.1776598
	6	12	0.2451400	X 1	0.2451400
	7	12	0.2077781	X 1	0.2077781
	8	12	0.2077781	X 1	0.2077781
	9	12	0.2077781	X 1	0.2077781
	10	12	0.2077781	X 1	0.2077781
	11	12	0.2077781	X 1	0.2077781
	12	12	0.2077781	X 1	0.2077781
	13	12	0.2077781	X 1	0.2077781
	14	12	0.2077781	X 1	0.2077781
	15	12	0.1181857	X 1	0.1181857
	16	12	0.2603898	X 1	0.2603898
	17	12	0.3671381	X 1	0.3671381
	18	12	0.3408323	X 1	0.3408323
	19	12	0.3415948	X 1	0.3415948
	20	12	0.1315292	X 1	0.1315292
	21	12	0.2192114	X 1	0.2192114
PARKING UNITS: (on levels A and B)			0.0506186	X 101	5.1124786
PARKING/STORAGE UNITS: (on level B)			0.0724038	X 2	0.1448076
STORAGE UNITS: (on levels 2, 3, 4 -12, A and B)			0.0217852	X 283	6.1652116
					<u>100.0000000</u> %

SCHEDULE "E"
TO THE DECLARATION OF RESIDENCES AT ALTERRA-FINER (CORKTOWN) LTD.
COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.
3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:
 - a) water on a bulk basis (for each of the dwelling units, commercial/retail units and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
 - i) each of the dwelling unit owners, for the cost of hot and cold water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot and cold water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and
 - ii) each of the commercial/retail unit owners, for the cost of the water consumption attributable to each of their respective commercial/retail units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for water appurtenant to each of the commercial/retail units (and comprising part of each commercial/retail unit owner's P.S.C.U.C. amount);
 - b) electricity on a bulk basis (for each of the dwelling units, commercial/retail units and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):
 - i) each of the dwelling unit owners, for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and
 - ii) each of the commercial/retail unit owners, for the cost of the electricity consumption attributable to each of their respective commercial/retail units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the commercial/retail units (and comprising part of each commercial/retail unit owner's P.S.C.U.C. amount);
 - c) gas on a bulk basis for any gas service to any designated portions of the common elements and/or exclusive use common elements;
 - d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for the residential component of this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such residential garbage and refuse, on the express understanding however that each commercial/retail unit owner shall pay and be solely responsible for the cost of collecting, recycling and/or disposing of the garbage emanating from his or her commercial/retail unit (including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such commercial/retail unit owner's garbage and refuse);
 - e) maintenance and landscaping materials, tools and supplies;
 - f) interior roadway/walkway lighting, cleaning and snow removal (including the cost of snow and ice removal from the public sidewalk areas along any portion of the perimeter of this Condominium and the cost of snow and ice removal from the non-exclusive use walkway(s) leading to the entry door of units 1 to 15 on level 1, as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas; and
 - g) the cost of maintaining, repairing and/or replacing (as and when required) the hot and cold water and electricity check meters appurtenant to each of the dwelling units, together with the check meter for electricity appurtenant to each of the Electrical Parking Units (if applicable), provided that the unit owner shall be obliged to reimburse the Condominium for the cost of replacing

and installing such check meters.

In addition, each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of hot and cold water and electricity services consumed, and such costs shall be payable by each dwelling unit owner in accordance with the provisions of the declaration. In addition, each of the Electrical Parking Units shall, as applicable, be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of electricity services consumed (predicated on the reading of the electricity check meter appurtenant to each Electrical Parking Unit, as provided for in the declaration), and such costs shall be payable by each Electrical Parking Unit owner in accordance with the provisions of the declaration. In addition, each of the dwelling unit owners shall be separately invoiced for cable television, telephone services and internet, and, accordingly, the cost of water, electricity, cable television and telephone services (so consumed or utilized by each of the dwelling unit owners) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

Each of the commercial/retail units shall be separately metered or sub-metered, and correspondingly invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of water and electricity services consumed (predicated on the reading of the water and electricity meters or sub-meters appurtenant to each of the commercial/retail units, as provided for in the declaration), and such costs shall be payable by each commercial/retail unit owner in accordance with the provisions of the declaration. In addition, each of the commercial/retail unit owners shall be separately invoiced for cable television, internet, telephone services, and accordingly the cost of water, electricity, cable television and telephone services (so consumed or utilized by each of the commercial/retail unit owners) shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each commercial/retail unit owner.

4. All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements;
5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;
6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
7. All sums of money assessed by the Corporation (and correspondingly paid by every unit owner as part of their respective contributions towards the common expenses) for this Condominium's reserve fund, for the major repair and replacement of the common elements and assets of this Condominium.
8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;
9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;
10. All sums of money paid or payable on account of the fees and disbursements of any Insurance Trustee retained by this Condominium;
11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;
12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in the declaration, including without limitation:
 - a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in the declaration];
 - b) all monies payable by the Corporation to the Utility Monitor in accordance with the terms and provisions of the Utility Monitoring Agreement entered into between the Corporation and the Utility Monitor; and
 - c) all costs and expenses incurred to maintain and repair the Sign Band/Canopy (but not the signage placed or affixed within the Sign Band/Canopy), and the Commercial/Retail Corridor respectively.

13. All sums of money paid or payable by the Corporation, established or determined in accordance with Shared Facilities Agreement (if and when so entered into by the Corporation with the Sackville Owners);
14. All costs and expenses (including legal fees on a solicitor and client basis or substantial-indemnity scale, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including the provisions of the Shared Facilities Agreement, if and when entered into with the Sackville Owners) and all other agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation, and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 47 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].
15. Any groundwater discharge fees that may be payable to the City of Toronto from time to time pursuant to the provisions of the Ground Water Discharge Agreement/ Ground Water Discharge Assumption Agreement (as defined in section 47 (au) of the declaration) together with all costs and expenses incurred in connection with the performance and fulfillment of the Groundwater Discharge Obligations [including without limitation, all costs and expenses incurred in connection with (or arising from) the indemnity by the Condominium of the MOECC and/or of the Declarant with respect to any contravention of the MOECC's requirements applicable to (or emanating from) the ECA and/or the Permit to Take Water, if applicable.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF COMMON ELEMENTS

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

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

SCHEDULE "G"
TO THE DECLARATION OF ALTERRA-FINER (CORKTOWN) LTD.
FOR A STANDARD CONDOMINIUM CORPORATION

CERTIFICATE OF ARCHITECT OR ENGINEER
(under clause 8(1)(e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

- 1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. All underground garages have walls and floor assemblies in place.
- 5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place, and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.
- 9. All installations with respect to the provision of electricity are in place.
- 10. The indoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. **There is no outdoor swimming pool within this Condominium.**
- 11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this _____ day of _____, 20__.

Name:
Title: Architect or Professional Engineer

CERTIFICATE IN RESPECT OF A BY-LAW

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

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

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

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

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

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

BY-LAW NO. 1

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

ARTICLE I - DEFINITIONS

- 1.01 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein shall have the meanings or definitions ascribed to them in the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter collectively referred to as the "Act"), and in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this by-law specifies otherwise, or unless the context requires otherwise.

ARTICLE II - SEAL

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

ARTICLE III - RECORDS

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

- and (n) hereof, that are relevant to the repair or maintenance of the property;
- p) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "ONHWP Act"):
- (i) an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 to the Act [issued pursuant to subsection 43(5)(f)(1) of the Act], confirming that the units and common elements have been enrolled in the Tarion Warranty Corporation within the meaning of the ONHWP Act, and in accordance with the regulations made thereunder; and
 - (ii) a copy of all final reports on inspections that the Tarion Warranty Corporation requires to be carried out on (or with respect to) the common elements;
- q) a copy of the table that the Declarant has delivered pursuant to subsection 43(5)(g) of the Act, setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- r) a copy of the schedule that the Declarant has delivered pursuant to subsection 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- s) a record of all reserve fund studies, and all plans to increase the reserve fund(s) pursuant to subsection 94(8) of the Act (hereinafter collectively referred to as the "Reserve Fund Record");
- t) a copy of the most current disclosure statement delivered by the Declarant to a unit purchaser prior the turnover meeting;
- u) the performance audit report described in subsection 44(8) of the Act, that the Corporation receives from the person who conducts said performance audit, if applicable;
- v) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- w) a copy of all status certificates issued by the Corporation under section 76 of the Act [together with copies of all notices issued by or to the Corporation which accompany (or are referred to in) said status certificates, including all notices issued under subsection 94(9) and section 109 of the Act] within the previous ten (10) years, as required by section 15 of O.Reg. 48/01;
- x) a copy of all notices of meetings of owners sent by or on behalf of the Corporation (specifying the nature of the business to be presented at each meeting, or having respectively appended to them an agenda of the matters to be considered at each meeting), within the previous ten (10) years;
- y) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- z) all instruments appointing a proxy for a meeting of owners, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized, pursuant to subsection 52(7) of the Act;
- aa) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in subsection 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in subsection 76(1)(h) of the Act];
- bb) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements [as contemplated in subsection 76(1)(i) of the Act];
- cc) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- dd) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in subsection 43(5)(m) of the Act].

ARTICLE IV - MEETING OF UNIT OWNERS

- 4.01 **Annual Meetings:** The annual meeting of the owners shall take place within six (6) months following the Corporation's fiscal year end, and shall be held at such place and on such day and time in each year, as the board of directors of the Corporation (hereinafter referred to as the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act, the Declaration and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his or her remuneration, and for the transaction of such other business as may be set out in the notice of meeting or otherwise properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may from time to time may require.
- 4.02 **The First Annual General Meeting:** Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such

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

- 4.03 **Turnover Meeting:** The board, elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within 21 days after the calling of the meeting (hereinafter referred to as the "Turnover Meeting"). If the Turnover Meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At the Turnover Meeting, the Declarant or its agents shall give to the new board elected at that meeting the Corporation's seal and all the books, agreements, insurance policies, bills of sale, records and documents required to be transferred pursuant to subsection 43(4) of the Act. Moreover, within thirty (30) days after the Turnover Meeting, the Declarant shall deliver to the board all of the warranties, plans, specifications, reports, tables, schedules, records, studies, statements and documents required to be transferred pursuant to subsection 43(5) of the Act, on the express understanding that the items described in subsections 43(5)(j) and 43(5)(k) of the Act shall be procured at the sole expense of the Corporation. Finally, within sixty (60) days after the Turnover Meeting, the Declarant shall deliver to the board audited financial statements of the Corporation prepared by the auditor, on behalf of the owners and at the expense of the Corporation, as of the last day of the month in which the Turnover Meeting was held.
- 4.04 **Special Meetings:** The board shall, upon the receipt of a requisition in writing made by any owner or owners who alone or together own not less than fifteen (15%) percent of the units and who are listed in the Voting Record as being entitled to vote [or made by any mortgagee(s) holding mortgages on not less than fifteen (15%) percent of the units and who have the right and entitlement to vote at a meeting of owners (in the place and stead of the owners of the units so mortgaged) and who are correspondingly listed in the Voting Record as being entitled to vote], call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition, or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. In addition, the board may, on its own initiative, at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.
- 4.05 **Notice of Meeting to Owners and Mortgagees:** At least fifteen (15) days prior written notice of the place, the date and the hour of the meeting of owners (including the First Annual General Meeting, the Turnover Meeting, and each annual or special meeting of owners), shall be given to the auditor of the Corporation and to each owner and mortgagee whose name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsections 47(5) and 70(2) of the Act. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he or she has become an owner (nor to any owner who has not provided his or her address for service to the Corporation), nor to any mortgagee who has failed to notify the Corporation of his or her address for service, and that he or she has become a mortgagee and is authorized or empowered in such mortgage to exercise the right of the mortgagor to vote or consent at a meeting of owners, in the place and stead of the unit owner/mortgagor. Each notice of meeting of owners shall specify the nature of the business to be presented at the meeting, or have appended to it an agenda of the matters to be considered at such meeting, and shall be accompanied by a copy of all proposed changes (if any) to the Declaration, by-laws, rules and/or agreements involving the Corporation that are to be discussed at the meeting (if applicable), together with a copy of any requisition by any owner or owners made pursuant to section 46 of the Act (if applicable). No vote shall be taken at a meeting of owners on any matter, other than routine procedural issues, unless that matter was clearly disclosed in the notice of the meeting.
- 4.06 **Other Notices to Owners:** In the case of a notice to owners that is not a notice of a meeting of owners, such notice shall be in writing and be given by the Corporation to those persons whose names appear in the Voting Record on the fifth (5th) day before the day the notice is given, in accordance with subsection 47(6) of the Act.
- 4.07 **Waiver of Notice by Owners and Mortgagees:** Any owner or mortgagee who attends a meeting of owners, or who is represented by proxy at any such meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure at such meeting.
- 4.08 **Auditor's Report and Financial Statements:** The Corporation shall attach to (or include with) each notice of an annual general meeting of owners a copy of the auditor's report and the financial statements of the Corporation for the previous fiscal year (as approved by the board).
- 4.09 **Minutes of Meetings:** A copy of the minutes of the meetings of owners and of the board shall, within thirty (30) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying such minutes.
- 4.10 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Voting Record, any person entitled to vote at the meeting, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.11 **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote in respect of not less than twenty-five (25%) percent of the units [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act] are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

- 4.12 **Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.16 and 4.19 hereof, every owner of a unit that is not ineligible to vote under subsection 49(3) of the Act shall be entitled to vote at any such meeting, if such owner was entitled to receive notice of the meeting as provided by subsection 51(1) of the Act [ie. where such owner has notified the Corporation of his or her name and address for service, and such owner's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(5) of the Act]. If a unit has been mortgaged, and the provisions of such mortgage authorize or empower the mortgagee to vote or consent at a meeting of owners in the place and stead of the unit owner/mortgagor, then provided such mortgagee is entitled to receive notice of a meeting of owners [ie. where such mortgagee has notified the Corporation, in writing, of his or her name and address for service, and of such mortgagee's corresponding entitlement to vote or consent in the place and stead of the unit owner/mortgagor under the terms of the mortgage, and such mortgagee's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(5) of the Act], and provided further that at least four (4) days before the date of the meeting such mortgagee notifies both the owner/mortgagor and the Corporation in writing of his or her intention to exercise such right to vote or consent [in accordance with the provisions of subsection 48(1) of the Act], then such mortgagee shall be entitled to vote at such meeting in the place and stead of the owner/mortgagor. Any dispute over the right to vote shall be resolved by the chairperson of the meeting, upon such evidence from any owner or mortgagee (or their respective proxies) as the chairperson may deem sufficient. The vote of each owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of the same unit disagree on their vote, then the vote in respect of that unit shall not be counted.
- 4.13 **Conduct of Meetings and Method of Voting:** At any meeting of owners, the president of the Corporation (or to whomsoever the said president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board, or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting, and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the issue or matter has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of, or against, such issue or matter; provided however that the voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.
- 4.14 **Representatives:** An estate trustee, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in any such capacity, any person duly appointed as proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there is more than one estate trustee, committee, guardian or trustee, then the provisions of paragraph 4.16 hereof shall apply.
- 4.15 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself or herself. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority. Pursuant to subsection 52(5) of the Act, an instrument appointing a proxy for the election or removal of a director at a meeting of owners, shall state the name of the directors for and against whom the proxy is to vote.
- 4.16 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may vote in the absence of the other owner(s) or mortgagee(s), but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.17 **Multiple Unit Mortgages:** If a unit is subject to more than one mortgage for which the mortgagee has the right to vote at a meeting of owners in the place and stead of the owner/mortgagor, then the mortgagee who has priority may exercise that right, and in such case no other mortgagee may exercise that right. If, however, a mortgagee who has priority fails to exercise that right, then the mortgagee who is next in priority may exercise that right, and in such case no other mortgagee may exercise that right. If none of the mortgagees who have the right to vote or consent on behalf of the owner/mortgagor exercises that right, then the owner/mortgagor shall have the right to vote at a meeting of owners, provided such owner is otherwise entitled to vote in accordance with the provisions of sections 4.12 and 4.19 hereof.
- 4.18 **Votes to Govern:** At all meetings of owners, every question, issue or matter being voted on shall, unless the Act requires or provides otherwise, be decided by a majority of the votes cast by the owners (and/or mortgagees so entitled to cast a vote) that are present at the meeting in person or by proxy, provided there is a quorum at the meeting.
- 4.19 **Entitlement to Vote:** Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion (as the case may be), an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

ARTICLE V - BOARD OF DIRECTORS

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

shall be five (5), of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding any vacancy on the board, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office. In no event shall the quorum be increased past a simple majority of the number of directors of the board.

- 5.03 **Qualifications:** Each director and each officer shall be a natural person who is eighteen (18) or more years of age, but need not own a unit or reside in a unit within the Condominium. No person shall be a director if he or she is an undischarged bankrupt, or is mentally incompetent.
- 5.04 **Disqualification:** A person shall immediately cease to be a director or officer of the Corporation, if such person:
- a) becomes an undischarged bankrupt or a mentally incompetent person;
 - b) owns a unit in the Condominium against which a certificate of lien has been registered pursuant to subsection 85(2) of the Act, and such lien has not been discharged by or on behalf of the Corporation pursuant to subsection 85(7) of the Act within 90 days of the registration of the lien; or
 - c) fails to attend three (3) board meetings in any given year and is unable to provide an explanation for his or her absence that is satisfactory to the board, acting reasonably.
- 5.05 **Consent of Director:** No election or appointment of a person as a director shall be effective unless he or she consents in writing to act as a director, either before the meeting at which such person was so elected or appointed, or within ten (10) days thereafter. A person shall be deemed to have consented to his or her election or appointment as a director if such person is present at the meeting when so elected or appointed, and does not refuse to act as a director.
- 5.06 **Election and Term:** The directors of the Corporation shall be elected in rotation, and shall be eligible for re-election. At the Turnover Meeting held pursuant to section 43 of the Act, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, then the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. Nothing shall preclude any retiring director(s) from running for re-election.
- 5.07 **Owner-occupied Units:** If at least fifteen (15%) percent of the units [that are not ineligible to vote under subsection 49(3) of the Act] are owner-occupied on or after the time at which the board is required to call the Turnover Meeting [pursuant to subsection 43(1) of the Act], then no persons other than the owners of owner-occupied units [as such term is expressly defined in subsection 51(5) of the Act] may elect a person to, or alternatively remove a person from, one (1) of the positions on the board (hereinafter referred to as the "Owner-Occupied Director"). The Owner-Occupied Director shall be the director for the three (3) year term, and thereafter when that position becomes vacant, the director for that position shall likewise be voted upon only by the owners of the owner-occupied units, and shall be elected to hold office for a term of three (3) years. If the number of owner-occupied units does not exceed 15% at the Turnover Meeting, but in any subsequent year more than 15% of the units become owner-occupied, then the director whose term expires in that year shall be designated as the director to be elected by owners of the owner-occupied units, and thereafter when that position becomes vacant, the director for that position shall correspondingly be voted upon only by the owners of owner-occupied units, and shall accordingly be elected to hold office for a term of three (3) years.
- 5.08 **Removal of Directors:** Save and except for the Owner-Occupied Director, a director may be removed before the expiration of his or her term by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the units in the Corporation vote in favour of such removal [pursuant to subsection 33(1) of the Act]. In accordance with the provisions of this by-law dealing with the election of directors generally, the owners may, at the meeting in which the aforementioned director was removed, or at any other annual or special meeting, elect any qualified person in place of any director who has been so removed, or who has died or resigned, for the remainder of his or her term. Pursuant to subsection 51(8) of the Act, the Owner-Occupied Director may only be removed by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the owner-occupied units in the Corporation vote in favour of removal.
- 5.09 **Filling of Vacancies:** If a vacancy in the membership of the board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, then provided a quorum of the board remains in office, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by way of an election by the owners. However, when there is not a quorum of directors remaining in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof (or if there are no directors in office) the meeting may be called by any owner. A vacancy resulting from an increase in the number of directors shall be filled only by election at a meeting of owners duly called for that purpose, and the director(s) so elected shall not act until the by-law increasing the number of directors is registered under subsection 56(9) of the Act.
- 5.10 **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as the president and any other director may determine; and the secretary shall call meetings when directly authorized by the president and any other director to do so. In addition to meetings of the directors required by the by-laws of the Corporation, a quorum of the directors may, at any time, call a meeting for the transaction of any business. Unless otherwise provided in any by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his or her last known place of residence) not less than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays as defined by the *Interpretation Act* of Canada) before the time when the meeting is to be held. The notice of a meeting of directors shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting.

- 5.11 **Waiving Notice of a Meeting of the Board:** Notwithstanding the foregoing provisions of section 5.10 hereof to the contrary, no notice of a meeting of directors shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have formally waived notice of the meeting in writing, or have otherwise signified in writing their consent to the holding of such meeting. A director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless such director expressly objects to such failure at the meeting.
- 5.12 **Board Meetings by Teleconference:** A meeting of the board of directors may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.
- 5.13 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings.
- 5.14 **First Meeting of New Board:** The board may, without notice, hold its first meeting (for the purpose of organization, and for the election and appointment of officers) immediately following the appointment of the directors to the first board by the Declarant of the Corporation in accordance with subsection 42(1) of the Act, provided that a quorum of directors is present. The first board shall hold office until a new board is elected at the Turnover Meeting. A written resolution that is adopted by the first board before the owners elect a director to the board under subsection 42(8) of the Act, and that is signed by all of the directors entitled to vote on the resolution at a meeting of the first board, is valid even though no meeting is held to vote on the resolution.
- 5.15 **Disclosure of Director's Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party (and that is or will be material to the Corporation), shall declare his or her interest in such contract or transaction (and shall correspondingly disclose in writing the nature and extent of such interest), at the meeting of the board at which said contract or transaction (or said proposed contract or transaction) is first considered, or alternatively at the next meeting of the directors held after such director first became so interested, in accordance with the provisions of subsection 40(4) of the Act. The board shall enter the disclosure made by such director in the minutes of the meeting of the board at which the disclosure was made. Such director shall not be present during discussions at said meeting, shall refrain from voting, and shall not, in respect of such contract or transaction, be counted in the quorum, unless such director's interest in such contract or transaction is (or would be) limited solely to the liability insurance for directors and officers described in section 39 of the Act, or to his or her remuneration as a director, officer or employee of the Corporation, or unless the director's interest arises (or would arise) solely because such director is also a director, officer or employee of the Declarant and was appointed to the first board by the Declarant under subsection 42 (1) of the Act. If a director has complied with the requirements of section 40 of the Act, then such director, if he or she was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction shall not be voidable by reason only of the director's interest therein. Even if such a director has not fully complied with the requirements of section 40 of the Act, provided such director was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, such director shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of owners duly called for that purpose, and the nature and extent of the director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.
- 5.16 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.17 **Consent of Director at Meeting:** A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:
- a) requests that his or her dissent is entered in the minutes of the meeting; or
 - b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.
- A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.
- 5.18 **Deemed Consent of a Director:** A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:
- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
 - b) delivers a written dissent to the Corporation, personally or by registered mail.
- 5.19 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of

any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired (by resolution or order of the board) for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation are (or have been) invested (provided, however, that such investment was made in compliance with the requirements of the Act), or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation are (or have been) deposited, or for any loss occasioned by an error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with (or be caused directly or indirectly by) such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct.

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

- a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

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

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from (or in connection with) any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

5.21 **Indemnity Insurance for Directors and Officers:** Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities.

ARTICLE VI - OFFICERS

6.01 **Elected President:** At the first meeting of the board, and after each election of the directors, the board shall elect from among its members a president. In default of such election, the then incumbent, if a member of the board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office of the president may be filled by the board from among its members.

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

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

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

6.05 **Vice-President:** Provided that a vice-president has been elected or appointed as an officer of the Corporation by the board of directors, then during the absence of the president, his or her duties may be performed (and his or her powers may be exercised) by the vice-president, or if there are more than one, by the vice-presidents in order of seniority (as determined by the board). If the vice-president exercises any such duty or power, then the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the board may prescribe from time to time.

6.06 **Secretary:** The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. The secretary shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The secretary shall also cause to have the by-laws of the Corporation registered on title, and cause notice of all by-laws and rules enacted from time to time to be sent to all owners and mortgagees, as required by the Act. If no vice-president has been elected or appointed as aforesaid, then during

the absence of the president, his or her duties may be performed (and his or her powers may be exercised) by the secretary. If the secretary exercises any such duty or power, then the absence of the president shall be presumed with reference thereto. The secretary shall also be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation (on the understanding that the foregoing provision does not require the secretary to physically keep these documents in his or her personal possession or custody), and shall perform such other duties as may from time to time be prescribed by the board.

- 6.07 **Treasurer:** The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, the treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The treasurer shall render to the board at any meeting thereof, or whenever required of the treasurer, an account of all his or her transactions as treasurer and of the financial position of the Corporation, and he or she shall perform such other duties as may from time to time be directed by the board. The offices of secretary and treasurer may be combined. Without limiting the generality of the foregoing, the treasurer shall assist in preparing:
- a) in consultation with the property manager, the annual budget (together with the annual financial statements to be presented to the owners at the annual general meeting);
 - b) in consultation with the property manager and any other person(s) as may be selected by the board, a reserve fund plan, if and when required; and
 - c) in consultation with any person(s) selected by the board, an investment plan for the Corporation's funds.
- 6.08 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 6.09 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit or deem appropriate.
- 6.10 **Committees:** In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VII - BANKING ARRANGEMENTS AND CONTRACTS

- 7.01 **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 7.02 **Execution of Instruments:** Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.
- 7.03 **No Seal:** Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.
- 7.04 **Execution of the Status Certificate:** Status certificates may be signed by any officer or director of the Corporation, with or without the seal of the Corporation affixed thereto (unless otherwise required by the Act), provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII - FINANCIAL YEAR-END

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

registered.

ARTICLE IX - THE CORPORATION

9.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the Declaration of the Corporation, the duties of the Corporation shall expressly include, but shall not be limited to, the following:

- a) controlling, managing and administering the common elements and assets of the Corporation;
- b) taking all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements (if any), and the agents and employees of the Corporation comply with the provisions of the Act, the Declaration, the by-laws and rules of the Corporation, in a consistent and timely manner;
- c) operating, maintaining and repairing the common elements and assets of the Corporation in a fit and proper condition, in accordance with the provisions of the Declaration, including the repair of any units if and when the respective owners thereof fail to do so, as provided for in the Act and the Declaration;
- d) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to section 85(1) of the Act against each unit in respect of which the owner has defaulted in the payment of common expenses, and retaining and instructing legal counsel and/or the Corporation's property manager to prepare and register all certificates of lien for arrears of common expenses, and to ultimately discharge said liens following payment of the respective amounts owing;
- e) arranging for the supply of all requisite private or public utility services to the common elements and to the units (unless separately metered), except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation, on the express understanding that if any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus or equipment, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
- f) monitoring all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and/or servicing their respective systems and/or equipment [or any systems or equipment within, or appurtenant to, any unit(s)], in an effort to ensure that any such work or service does not cause any damage to the common elements, nor to any other unit(s), and causes the least amount of inconvenience and disruption to the residents of the Condominium as is reasonably possible under the circumstances;
- g) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the by-laws, including without limitation, insurance against damage to the units and common elements (excluding damage to any improvements made to any or all of the units) as may be required by the Act, the Declaration and/or the by-laws, and procuring any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the Declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected, on the express understanding that the question of what shall constitute an *improvement* made to any unit shall be determined by reference to a standard unit for the class of unit to which such unit belongs, and in this regard, **the standard unit for the class of units to which all dwelling units in this the standard unit for the class of units to which all dwelling units in this Condominium belong, shall be the standard unit described in Appendix "A-1" to this by-law and the standard unit for the class of units to which the retail unit in this Condominium belongs, shall be the standard unit described in Appendix "A-2" to this by-law Condominium ;**
- h) obtaining and maintaining insurance for the benefit of all directors and officers of the Corporation against the matters described in sections 31(a) and (b) of the Act, provided such insurance is reasonably available, but expressly excluding insurance against a liability, cost, charge or expense incurred as a result of a breach of their duty to act honestly and in good faith;
- i) entering into an insurance trust agreement with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990 as amended, or with a chartered bank or other firm or company qualified to act as an insurance trustee, to ensure the proper disposition of all applicable insurance proceeds (in excess of 15% of the replacement cost of the property covered by the applicable insurance policy) in the event of an insurable loss;
- j) obtaining and maintaining fidelity bonds where reasonably obtainable, in such amounts as the board may deem reasonable, for such officers, directors and/or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- k) repairing after damage the units and the common elements in accordance with the provisions of the Act, the Declaration and the by-laws;
- l) preparing a yearly budget statement, and causing audits to be made after every year-end of the Corporation (and correspondingly making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws);
- m) providing status certificates (together with all requisite accompanying documentation, statements and information as may be prescribed by the Act) as and when the Corporation has been requested for same, and the Corporation shall be entitled to a fee (up to the maximum amount prescribed by the Act from time to time) for providing same, provided however that the Corporation shall be obliged to furnish the Declarant with a status certificate (and the requisite accompanying documentation, statements and information as may be prescribed by the Act) as and when the Declarant requests same, from time to time, in connection with any sale, transfer, lease or mortgage of any unit(s) in this Condominium, all without any charge or fee to the Declarant whatsoever;

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

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

- a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) entering into an agreement with a condominium property/building manager or management company to provide professional management services in respect of the property, for and on behalf of the Corporation, at a compensation to be determined by the board (and on terms and conditions acceptable to the board), pursuant to which such manager shall be obliged to perform such duties and services as the board shall authorize or deem appropriate;
- d) investing monies held by the Corporation, in accordance with the provisions of the Act;
- e) settling, adjusting, compromising or referring to mediation or arbitration any claim or claims which may be made against or asserted by or on behalf of the Corporation, including without limitation, the power to mediate and/or arbitrate any of the matters or issues referred to in section 132 of the Act, as well as any issues in dispute in respect of any contract(s) or agreement(s) to which the Corporation is a party;
- f) borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, the Declaration and by-laws of the Corporation, and securing any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to the approval of each such borrowing, loan and/or security by a majority vote of the owners at a meeting duly called for that purpose, or as may otherwise be required by the Act, provided however that the board may maintain overdraft protection in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget, without requiring the approval or affirmative vote of any owners thereto;
- g) restricting those persons who do not reside within the Condominium's premises, and who are not guests of the owners, residents and tenants of the Condominium, from accessing or using any of the amenities, services and/or facilities of the Corporation which are otherwise available for the use or enjoyment of the owners, residents and tenants of the Condominium;
- h) objecting to assessments under The Assessment Act R.S.O. 1990, as amended, on behalf of the owners, and applying for assessment review and conducting all necessary hearings on behalf of the owners, together with the power and authority to defray the costs of any such objections out of the common expenses, provided that the Corporation gives notice of the objections to the owners, as contemplated in section 56(1)(f) of the Act, on the express understanding that any owner may notify the Corporation in writing of such owner's desire that his or her unit assessment appeal not proceed (or be withdrawn) and that the Corporation no longer act as his or her agent regarding the objection of any such assessment, whereupon the Corporation shall take all reasonable steps to formally withdraw any appeal filed on behalf of such owner in respect of his or her unit assessment;
- i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing, subject however to complying with any overriding provisions of the Act, if and where applicable;
- j) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that section 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

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

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

ARTICLE X - NOTICE

10.01 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

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

- (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Voting Record is not the address of the unit of the owner.
- b) **to a mortgagee** [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) **to the Corporation** by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;
- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.
- 10.03 **Omissions and Errors:** Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.01 **Duties of the Board Concerning Common Expenses:** All costs, charges and expenses which the Corporation has incurred or may incur or expend in connection with the operation, maintenance and/or repair of the common elements and assets of the Corporation, and as more particularly described in Schedule "E" to the Declaration, together with any other expenses, charges or costs which the board may incur or expend pursuant to the provisions of this by-law, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in Schedule "D" to the Declaration. The board shall, from time to time, and at least once annually, prepare the budget for the Corporation and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be, which shall specifically include a provision for the Corporation's reserve fund as required by the Act.
- 11.02 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain a reserve fund in accordance with the requirements of the Act, and make sufficient provision for such reserve fund in the Corporation's annual budget, and shall accordingly collect from the owners (as part of their contributions towards the common expenses) amounts that the board determines sufficient for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and life expectancy of said common elements and assets. Moreover, the board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), and shall conduct subsequent reserve fund studies or updates thereof at the times and in the manner prescribed by the regulations to the Act, and shall notify the owners and the auditor of all plans for the future funding of the reserve, and shall implement the funding plan in accordance with the provisions of the Act.
- 11.03 **Notice of Common Expenses to Owners:** The board shall advise all owners, promptly in writing, of the amount of the common expenses payable by each of them respectively, and shall deliver copies of each budget on which the common expenses are based to all owners and mortgagees entered in the Voting Record.
- 11.04 **Owner's Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner's unit, in equal monthly instalments which shall be due and payable on the first day of each and every month throughout the 12-month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such owner. Each owner shall, forthwith following receipt of notice of the common expenses attributable to the owner's unit for the ensuing 12 month period (or other period of time to which the assessment relates), provide to the Corporation a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of the Declaration, by-laws or rules of the Corporation in force from time to time, committed by any unit owner (or by members of his or her family and/or their tenants, residents, employees, invitees or licensees) shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.05 **Extraordinary Expenditures and Special Assessments:** Extraordinary expenditures not contemplated in the annual budget and for which the board does not have sufficient funds, as well as any funds required to establish or augment reserves for contingencies and foreseeable or potential deficits, may be assessed at any time during the year by way of one or more special assessments, in addition to the annual assessment of the common expenses, by the board serving notice(s) of such special assessment(s) on all owners and mortgagees entered in the Voting Record. The notice of a special assessment shall include a written statement setting out the reasons for same, and the amount of such assessment shall be payable by each owner or mortgagee so notified within ten (10) days of the date of receipt of such notice, or within such further period of time (and in such instalments) as the board may otherwise determine.

11.06 **Default in Payment of Assessment:**

- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until fully paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act. For greater certainty, interest at the aforesaid rate shall be charged on the unpaid balance of the common expenses due and owing by any owner, plus any legal costs and disbursements incurred by the Corporation (charged on a solicitor and client basis) in the collection or attempted collection of the unpaid amount, and interest shall be charged and accrue upon the aggregate amount so due and owing, and shall be compounded monthly until fully paid.
- b) In addition to any remedies (including the Corporation's lien rights) provided by the Act, if any owner is in default of payment of a common expense assessment levied against him or her for a period of fifteen (15) days, then the board may institute legal actions or proceedings for and on behalf of the Corporation against the delinquent owner to enforce the collection thereof, and there shall be added to any amount due and owing all costs incurred in initiating and pursuing any such action or proceeding, including costs on a solicitor-and-client basis, on the express understanding that all such costs may be collectible against the defaulting owner in the same manner as common expenses.
- c) The board, when giving notice of default in payment of common expenses (or any other default) to the owner of the unit, shall concurrently send a copy of any such notice to each mortgagee of such unit who has requested that such notices be sent to him or her.

ARTICLE XII - LIABILITY FOR COSTS

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

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

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

elements, the units and/or the assets of the Corporation. The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws of the Corporation. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

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

ARTICLE XIV - PROCEDURES FOR MEDIATING DISPUTES

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

ARTICLE XV - MISCELLANEOUS

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

DATED this _____ day of _____, 20_____.

Toronto Standard Condominium Corporation No. _____ hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
President -

I have authority to bind the Corporation.

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

Definition of A Standard Unit

The standard unit for the class of units to which all dwelling units in this Condominium (including the superintendent unit) belong is described below, and has the following specifications:

Standard Features and Finishes to be provided by the Vendor are as follows:

General Suite Features and Finishes

Exposed concrete ceilings (or painted white concrete ceilings for non-dropped ceiling areas). Ceiling height is measured from the upper surface of the concrete slab to the underside of the concrete ceiling. Lowered ceilings shall occur in areas where bulkheads are required and/or dropped ceiling(s) in bathrooms, laundry, closets and elsewhere as required for structural and mechanical purposes.

Thermally insulated energy efficient windows.

Interior walls painted white.

Kitchens, Bathrooms and all trim painted with white paint.

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

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

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

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

Ventilated wire shelving in applicable closets.

Staircase with glass and metal railing for 2 storey dwelling units.

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

In-suite energy recovery ventilation system (ERV).

FLOOR COVERINGS

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

COUNTER TOPS AND APPLIANCES

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

Kitchen

Custom-Designed European style cabinetry**.

Single stainless steel undermount sink with chrome single lever faucet.

Straight stacked installed glazed tile backsplash**

Bathrooms

Vanity cabinet** in all Bathrooms*.

White vanity countertop with integrated basin.

Single lever basin faucet.

Tub/shower faucet*.

Porcelain wall tiles** on tub and shower* wall enclosure.

Frameless glass shower enclosure with shower door*.

White Bathroom fixtures.

Exhaust fan vented to exterior.

Electrical

Ceiling light fixture in Foyer, Den*, Bedroom(s), and Walk-in Closets*.

Track lighting in Kitchen.

Switched receptacle in Living area.

Recessed pot light in shower*

White receptacles and switches throughout.

One exterior receptacle on Balcony*.

Individual service panels with in-suite circuit breakers*.
Pre-wired cable outlet in Living Room and Master Bedroom.
Pre-wired telephone outlet in Living Room.
Under cabinet lighting in Kitchen

Safety and Security

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

*As per plan

** as per Vendor's standard sample packages.

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

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

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

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

APPENDIX "B" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 - MEDIATION

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

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

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

Right to Withdraw:

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

Costs of the Mediation:

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

Notice and Report:

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

Settlement:

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

ARTICLE 3 - ARBITRATION

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

Selection of Arbitrator:

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

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

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

Pre-arbitration information:

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

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

Recording of evidence:

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

Exchange of written statements:

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

Arbitration Hearing:

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

Authority of the Arbitrator:

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

ARTICLE 4 – ARBITRAL AWARD

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

Costs of the Arbitration:

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

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

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. _____

(known as the "Corporation") certifies that:

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

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____

Name - Title

I have authority to bind the Corporation

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

BY-LAW NUMBER 2

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

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

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

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

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

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

Dated this ____ day of _____, _____

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 2

AGREEMENT RE: OUTSTANDING MUNICIPAL AGREEMENTS

THIS AGREEMENT made the _____ day of _____, _____

AMONGST:

ALTERRA-FINER (CORKTOWN) LTD.
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

CITY OF TORONTO
(hereinafter called the "City")

OF THE THIRD PART

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

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

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

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

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

1. That the Condominium Corporation shall abide by (and comply with) the terms and provisions of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium;
2. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions contained in the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium, including without limitation, all obligations and liabilities pertaining to the maintenance of grading and/or drainage patterns, emergency/fire access routes and landscaping, as well as garbage and snow removal, storm water management and the maintenance of all works, services and/or facilities constructed or installed by the Declarant upon or within the non-exclusive use common element areas comprising part of the Lands, and specifically the obligation to illuminate, maintain and repair any public accessible areas (as such terms are respectively defined in the Section 37 Agreement) which may be installed upon any portion of the common elements (or upon any lands of the City adjacent to the Condominium), in accordance with the terms and provisions of the Section 37 Agreement.
3. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Declarant and/or the City may hereafter require, from time to time, in order to evidence and confirm the foregoing;
4. That if any claim or proceeding is made or pursued against the Declarant by the City (or if any security heretofore provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under either or both of the Outstanding Municipal Agreements has been drawn down by the City) as a result of (or arising from or in connection with) the breach of any term or provision of either or both of the Outstanding Municipal Agreements committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable at law or in equity), then the Condominium Corporation shall fully indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof or in connection therewith; and
5. That the City shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreements, insofar as same pertain or relate to the Lands and/or this Condominium, notwithstanding that the City is not a signatory to these presents.

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

ALTERRA-FINER (CORKTOWN) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Name:
Title:

I have authority to bind the Corporation

THE CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

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

- 1. The copy of by-law number 3, attached as Schedule "A", is a true copy of the by-law.
- 2. The by-law was made in accordance with the *Condominium Act, 1998*.
- 3. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply]*.
- 4. *Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

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

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

BY-LAW NUMBER 3

Whereas each of the persons identified as the current registered owner (such person(s) hereinafter referred to individually as a "Sackville Owner" and collectively as the "Sackville Owners") of the lands municipally known as 21, 23, 25, 27, 29, 31 and 33 Sackville Street, Toronto (hereinafter referred to as the "Owner's Property") shall have a non-exclusive, personal right of access to the Condominium's Shared Amenity Spaces (as such term is defined in the Condominium's declaration) at no cost except a requirement that the Sackville Owner contribute to the Condominium's cost of operating, maintaining and repairing such Shared Amenity Spaces, which contribution shall equal to the lesser of: (a) the monthly common expense amount attributable to a parking unit; or (b) an amount calculated by multiplying the per square foot contribution by the area of a parking unit, but no greater than the per square foot contribution required of an owner of a dwelling unit in the Condominium (hereinafter referred to as the "License Fee"), unless a Sackville Owner owns a Sackville Owned Parking Unit (as such term is defined in the declaration), in which case, such Sackville Owner while owning the Sackville Owned Parking Unit, shall not be required to pay a License Fee and on such other terms and provisions as set forth in a license agreement to be entered into by each Sackville Owner with the Condominium, in form satisfactory to both the Declarant and the Condominium and having substantially the same terms and provisions as the form of license agreement attached to this bylaw as Schedule "A" (hereinafter the "License Agreement");

And whereas for purposes of clarity, where there is more than one person listed as an owner on the parcel register of the Owner's Property, the reference to a "Sackville Owner" herein shall be read as a reference to those persons collectively as a single "Sackville Owner" and not to each person individually;

And whereas it shall be a precondition to exercising such right of access to the Shared Amenity Spaces that each Sackville Owner enter into the License Agreement with the Condominium, unless a Sackville Owner is also a registered owner of a Sackville Owned Parking Unit (as such term is defined in the declaration), in which as the entering into a License Agreement shall not be a pre-condition to such right of access to the Shared Amenity Spaces;

And whereas in addition to the foregoing, if a Sackville Owner is not also a registered owner of a Sackville Owned Parking Unit, or if a Sackville Owner was an owner of a Sackville Owned Parking Unit but subsequently transferred such Sackville Owned Parking Unit as permitted by the provisions of this declaration but retained his or her Owner's Property, then in each case such Sackville Owner shall, as and when applicable and as the case may be, comply with the provisions of Section 21.1 (1) of the Act (*once such provision is proclaimed as enacted*) and enter into the shared facilities agreement with the Condominium Corporation (hereinafter referred to as the "Shared Facilities Agreement") as a precondition of having access to the Shared Amenity Spaces. In such circumstances, the Shared Facilities Agreement must meet the prescribed requirements of Section 21.1 (1) of the Act and may include, without limitation, a requirement that the Sackville Owner contribute to the Condominium's cost of operating, maintaining and repairing such shared amenities, which contribution shall be calculated on the same basis as the License Fee, and which shall be no greater than the per square foot contribution required of a owner of a dwelling unit in the Condominium;

And whereas the Shared Facilities Agreement shall be registered in accordance with the regulations (*once same have been promulgated*) but shall in no event include easements or other rights appurtenant to or benefitting any of the Owner's Property, it being the intention that the license(s) and rights of the Sackville Owner thereunder shall be personal to the Sackville Owner except as may otherwise be permitted by the declaration;

And whereas the Corporation is agreeable to granting the following license(s) and right(s) to each Sackville Owner:

- a) the non-exclusive, personal right of access to the Sackville Owner and his/her spouse and/or a single dependant, provided that no more than four (4) persons shall have access at any given time; and
- b) the non-exclusive, personal right will be non-transferable and will end on the date on which the Sackville Owner sells or transfers the Owner's Property unless such transfer is to a related person (as defined in the Income Tax Act) to whom the Sackville Owner also assigns the License Agreement.

And whereas pursuant to Section 21 (1) (b) of the Condominium Act, 1998 (Ontario), as amended (hereinafter the "Act"), the Corporation has passed this Bylaw No. 3 to authorize the granting of such aforementioned licenses and rights to, and the entering into of a License Agreement with, each of the Sackville Owner.

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

1. That the Corporation enter into a License Agreement with each of the Sackville Owners, having substantially the same form and content as the draft License Agreement attached hereto as Schedule "A", for the purposes of evidencing the Corporation's consent and approval to the granting the aforementioned license(s) and rights to the Sackville Owners and to set forth the terms and conditions

upon which such license(s) and rights have been granted to the Sackville Owners.

- 2. That all terms and provisions of the License Agreement, including without limitation, the License Fee and the performance and fulfillment of any covenants and commitments of the Corporation therein set out, are hereby authorized, ratified, sanctioned, approved and confirmed.
- 3. That the Corporation is hereby expressly authorized to enter into each License Agreement and any subsequent amending agreement(s) in respect thereto, which may be necessary or advisable by the board in order to correct or clarify any provisions in the License Agreements without having to procure or enact a subsequent authorizing by-law in connection therewith.
- 4. That upon the proclamation of Section 21.1 (1) of the Act that the Corporation enter into a Shared Facilities Agreement with each of the Sackville Owner as may be required by the terms of the Act, having substantially the same form and content as the draft License Agreement attached hereto as Schedule "A", and to register the Shared Facilities Agreement in accordance with the regulations (*once same have been promulgated*) but which Shared Facilities Agreement shall in no event include easements or other rights appurtenant to or benefitting any Owner's Property, it being the intention that the license(s) and rights of the Sackville Owner shall be personal to the Sackville Owner except as may otherwise be permitted by the declaration. The Corporation is hereby expressly further authorized to enter into any subsequent amending agreement(s) of the Shared Facilities Agreement, which may be necessary or advisable by the board in order to correct or clarify any provisions in the Shared Facilities Agreement, without having to procure or enact a subsequent authorizing by-law in connection therewith. [*Purchasers are advised that as at the date of the Declarant's disclosure statement Section 21.1 (1) of the Act has not been proclaimed as enacted*]
- 5. That the President or Secretary of the Corporation be and he is hereby authorized to execute each of the License Agreements, on behalf of the Corporation, with or without the seal of the Corporation affixed thereto, together with any amendments or modifications thereto from time to time, and any other documents and instruments which are ancillary or incidental thereto, including without limitation, all ancillary or related instruments, applications and/or affidavits. The consents, approvals performance and fulfilment of all obligations imposed upon this Condominium by or under each of the License Agreements, together with the affixation of the corporate seal of the Corporation to all such documents and instruments, are hereby authorized, ratified, sanctioned and confirmed.

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

Dated this _____ day of _____, 20_____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____
- Secretary

I have authority to bind the Corporation

Schedule "A" to By-Law No. 3

Draft Form of License Agreement

LICENSE AGREEMENT

(Pursuant to S 21.(1) (b) of the Condominium Act, 1998 (Ontario) (the "Act")

This License Agreement (the "**Agreement**") is made as of the _____ day of _____, 20____

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____
(the "**Licensor**")

- and -

[INSERT NAME OF SACKVILLE OWNER]
(the "**Licensee**")

WHEREAS:

- A. The Licensor is a condominium corporation comprised of a 12 storey mixed-use development containing approximately 379 dwelling units, 2 commercial retail units together with parking, locker and other ancillary units (hereinafter referred to as the "**Condominium**") created on those lands and premises municipally known as 28 Eastern Avenue City of Toronto (the "**Condominium Lands**"), pursuant to the registration of a declaration under the Act as Instrument No. _____ ;
- B. The Licensee is the owner of the premises comprised of [*insert legal description of Owner's Property*] municipally known as _____ Sackville Avenue, Toronto (the "**Owner's Property**");
- C. The Licensor has agreed to grant a non-exclusive, personal right of access to the Sackville Owner and his/her spouse and/or a single dependent (hereinafter the "**Permitted Invitees**") to use and enjoy the Shared Amenity Spaces (a list of which is enumerated in Schedule "A" to this Agreement provided that no more than four (4) persons shall have access at any given time in accordance with the terms hereinafter set forth; and
- D. Any capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Condominium's declaration.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby covenant and agree as follows:

1. LICENSE GRANT

- 1.1. The Licensor hereby grants to the Licensee a non-exclusive license to use the Shared Amenity Spaces, subject to the terms and conditions contained in this Agreement (the "**License**").

- 1.2 In connection with the License, the Licensee shall be entitled to access the Shared Amenity Spaces through the concierge located in the front lobby of the Condominium and using the most direct route. Such right shall be limited to pedestrian access only and to the elevator(s) solely to access the Shared Amenity Spaces on levels A (P1), mezzanine level and level 2 and rooftop level of the Condominium and solely for the purposes of access to the Shared Amenity Spaces, subject to the terms and conditions contained herein and in the Condominium Governing Documents (as hereinafter defined). The Licensee and/or the Permitted Invitees shall sign-in with the concierge each and every time the Licensee and/or the Permitted Invitees, as the case may be, wish to attain access to the Shared Amenity Spaces and produce, forthwith upon the request of the Licensor or the Licensor's authorized agent(s) or employee(s) made at any time, and from time to time, and prior to accessing the Shared Amenity Spaces, the name of the Licensee and of the Permitted Invitees together with identification of the Licensee and for each of the Permitted Invitees for purposes of confirming the foregoing. Such evidence shall be provided to the concierge each and every time the Licensee and/or the Permitted Invitees wish to have access to the Shared Amenity Spaces and shall take the form of a driver's license, birth certificate and/or any other government-issued or photo identification evidence acceptable to the Licensor.
- 1.3 The License and rights herein granted shall be personal to the Sackville Owner and shall be non-transferable except as provided below in Section 2. For purposes of clarity, tenants and/or occupants of the Licensee and/or of the Owner's Property shall not, under any circumstances, be given access to any of the Shared Amenity Spaces.

2. TERM

- 2.1 The term of this Agreement shall commence on the date above noted (the "**Commencement Date**") and expiring on the date that the Sackville Owner sells or transfers title to the Owner's Property (the "**Expiration Date**") other than a sale or transfer to a related person (as defined in the Income Tax Act) to whom the Sackville Owner also assigns this License Agreement.

3. FEES

- 3.1 The Licensee shall pay to the Licensor a security deposit in the amount of **[\$[TBA]]** plus HST on or before the Commencement Date (the "**Security Deposit**"). The Licensor shall be entitled to credit the Security Deposit against any amounts owing by the Licensee under this Agreement and, where the Licensor does so, the Licensee shall be required to pay a new Security Deposit immediately upon request for same. Upon expiration of this Agreement, the Licensor shall return the Security Deposit to the Licensee, deducting any outstanding amounts owing by the Licensee under this Agreement.
- 3.2 On the Commencement Date the Licensee shall pay to the Licensor, without abatement, deduction or set off, an annual fee representing a contribution to the cost of operating, maintaining and repairing such Shared Amenity Spaces and which contribution shall

be equal to the lesser of: (a) the monthly common expense amount attributable to a parking unit; or (b) an amount calculated by multiplying the per square foot contribution by the area of a parking unit, but no greater than the per square foot contribution required of an owner of a dwelling unit in the Condominium (hereinafter the "License Fee"). The License Fee shall be payable by the Licensee annually, in advance, on the first day of each anniversary of the date of this Agreement during the Term. **[NTD: Purchaser's are advised that a Sackville Owner who is also an owner of a Sackville Owned Parking Unit in the Condominium shall not be required to pay a License Fee during the period that such Sackville Owner owns a Sackville Owned Parking Unit].**

- 3.3 All amounts payable by the Licensee under this Agreement shall be made in Canadian Dollars and by postdated cheque, or as otherwise advised by the Licensor from time to time. The Licensor shall have the right at any time to require the Licensee to enter into a Pre-Authorized Debit Agreement in its standard form in respect of such payments.

4. PEDESTRIAN ACCESS AND COMPLIANCE WITH CONDOMINIUM GOVERNING DOCUMENTS

- 4.1. The Licensee shall be given non-exclusive pedestrian access to the Shared Amenity Spaces as provided for in this Agreement. In exercising such right of access, the Licensee shall at all times comply with the Condominium's declaration, bylaws and all rules and regulations (hereinafter the "Condominium Governing Documents").

5. LICENSEE COVENANTS

- 5.1 The Licensee covenants and agrees with the Licensor as follows:

- (a) In the event the Licensee is provided with a fob by the concierge to access the Shared Amenity Spaces and fails to return such fob to the concierge (or as otherwise directed by the Licensor, from time to time) each time after leaving the Shared Amenity Spaces, a replacement fee will be charged to the Licensee in the amount of ninety-five dollars (\$95.00) per fob and for each and every day until the fob is returned, plus HST, or as otherwise advised by the Licensor from time to time ;
- (b) The Licensee acknowledges having received the Condominium Governing Documents and agrees to comply (and shall ensure that his /her Permitted Invitees comply) with the terms and provisions of the Condominium Governing Documents pertaining to the use and enjoyment of the Shared Amenity Spaces;
- (c) The Licensee agrees to allow the Licensor to interrupt the Licensee's use of the Shared Amenity Spaces as required for maintenance, repair and/or cleaning and/or for any other purpose(s) permitted by the Condominium Governing Documents. The Licensee shall not be entitled to any compensation or abatement in the License Fee for such interruption;

- (d) The Licensee shall pay to the Licensor a twenty-five dollar (\$25.00) administration fee for the return of any NSF cheque, or if a pre-authorized payment is refused or reversed by the processing financial institution plus any and all other bank fees and penalties charged by the Licensor's banking institution in respect of such NSF cheque(s) ;
 - (e) The Licensee shall not cause nor permit damage to the Shared Amenity Spaces;
 - (f) Upon the Expiration Date or earlier termination of this License, return to the Licensor all keys, passes or fobs for the Shared Amenity Spaces given to the Licensee; and
 - (g) No Licensee and/or Permitted Invitees shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Licensor, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners in the Condominium and in such circumstances the Licensor may take steps to immediately remove the Licensee and/or Permitted Invitees from the Condominium Lands.
- 5.2. The Licensee acknowledges and agrees that the Licensor shall not be liable for any loss, damage, injury or expense that may be suffered or sustained by the Licensee (and/or any of his or her Permitted Invitees) in connection with the licenses and rights herein granted by the Licensor to the Licensee.
- 5.3. The Licensor shall not be responsible for items left by the Licensee and/or any of the Permitted Invitees within the Shared Amenity Spaces and/or any within the Condominium Lands.
- 5.4. The Licensee agrees that upon the proclamation of Section 21.1 (1) of the Act, the Licensee shall, upon request of the Licensor, enter into a shared facilities agreement with the Licensor having substantially the same form and content as this License Agreement subject to the inclusion of such additional provisions as reasonably required by the provisions of the Act and the regulations, and to register the shared facilities agreement in accordance with the regulations (*once same have been promulgated*), but which shared facilities agreement shall in no event include easements or other rights appurtenant to or benefitting any Owner's Property, it being the intention that the license(s) and rights of the Licensee shall be personal to the Licensee.

6. REALEASE AND INDEMNITY

- 6.1. The Licensee acknowledges that the Licensor will not be liable for any death or injury to persons or for any loss or damage of or to the property of the Licensee and/or its Permitted Invitees or of others who have entered the Condominium and the Shared Amenity Spaces with the consent of the Licensee and/or of the Permitted Invitees, howsoever caused. Without limiting the generality of the foregoing, the Licensor is not responsible or liable for any death or injury to persons or loss or damage to property resulting from fire, explosion, steam, gas, electricity, water, rain or snow, or leaks of

plumbing works, or from the street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature.

- 6.2. The Licensee shall indemnify the Licensor and save the Licensor harmless from and against any and all loss, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or damage to property (including the Licensor's and/or the Permitted Invitees' property) (hereinafter collectively the "Claims") arising from or out of any occurrence in, upon, or within the Condominium and /or the Shared Amenity Facilities or any part thereof or occasioned wholly or in part by any act or omission of the Licensee, the Permitted Invitees or anyone admitted to the Shared Facility Spaces with while accompanied by, the Licensee and irrespective of whether any such Claim(s) are covered by any insurance policy maintained by the Licensor. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee and/or by or against the Permitted Invitees or any other person, the Licensee shall protect and hold the Licensor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connect on with such litigation. The Licensee shall also pay all costs, expenses and reasonable legal fees that may be incurred or paid by the Licensor in enforcing the covenants and agreements contained herein, unless a court shall otherwise award.

7. EVENTS OF DEFAULT AND TERMINATION

- 7.1. Either party may notify the other in writing of notice of default under this Agreement (giving reasonable particulars of such default) including, but not limited to non-payment of the Security Deposit and/or of the License Fee and/or breach of this Agreement and/or of the terms of the Condominium Governing Documents by the Licensee and/or the Permitted Invitees. Should steps to remedy such default not be taken by the other party within five (5) days from receipt of such notice, the originating party may terminate this Agreement, upon written notice, reserving its rights to recover any fees owing for the balance of the Term, damages or losses suffered as a result of such breach and the Licensee's rights hereunder shall forever be terminated and of no further force and effect. .

- 7.2. This Agreement shall terminate on the Expiration Date.

8. NOTICE

- 8.1. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be in writing and be deemed to be received immediately if delivered in person or within three (3) business days if sent by regular mail as follows:

(a) If to the Licensor, to: 28 Eastern Avenue, Toronto, Ontario, _____
Attention: Property Manager

(b) If to the Licensee, to: _____

9. GENERAL

9.1. No Waiver

- (a) No condonation, excusing or overlooking by either party of any default, breach or non-observance of any of the other party's obligations under this Agreement at any time or times shall affect either party's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance;
- (b) No waiver shall be inferred from or implied by anything done or omitted by either party.
- (c) Any written waiver provided by either party shall have effect only in accordance with its express terms.

9.2. **Cooperation:** The parties hereto shall sign such further and other documents, cause such meetings to be held, do and perform and cause to be done and performed such further other acts and things as may be necessary or desirable in order to give full effect to this Agreement throughout its term.

9.3. **Time of Essence:** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

9.4. **Governing Law:** This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

9.5. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application or such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of this Agreement.

9.6. **Interpretation:** In this Agreement, whenever the context requires or permits, the singular shall include the plural, and the plural shall include the singular, and the masculine and the neuter shall include each other and the feminine pronoun.

9.7. **Headings:** The article headings and section headings in this Agreement have been inserted for convenience of reference only and do not form part of the Agreement. Such headings may not be referred to in the interpretation of this Agreement.

9.8. **Assignment and Sublicense:** This Agreement and the rights granted under it in favour of the Licensee may not be assigned or transferred, in whole or in part, by the Licensee without the written consent of the Licensor other than to a related person (as defined

in the Income Tax Act) to whom the Sackville Owner also has sold or transferred the Owner's Property.

- 9.9 **Entire Agreement:** Both parties acknowledge that there are no covenants, representations warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to the Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Licensee and the Licensor and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality to this Agreement executed by the Licensee and the Licensor.
- 9.10 **Enurement:** This Agreement shall be binding upon and enure to the benefits of the Licensor and the Licensee respectively, and their respective successors and permitted assigns.
- 9.11 **Uncontrollable Circumstances:** Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, pandemics and/or natural disasters.
- 9.12 **No Registration of Agreement:** The License and the rights hereunder are personal to the Licensee and this Agreement does not create nor convey any interest in land and the Licensee shall not be permitted nor entitled to register this Agreement or notice thereof on title to the Condominium Lands and/or any portion thereof or any other land.
- 9.13 **Counterparts:** This Agreement may be executed in any number of counterparts, and/or by e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

28 Eastern – TSCC No. _____

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

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. _____**

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

[INSERT NAME OF LICENSEE]

Per: _____

Per: _____

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Sackville Owners License Agreement – 28 Eastern

28 Eastern – TSCC No. _____

Sackville Owners License Agreement – 28 Eastern

Schedule “A” to License Agreement

For the purposes of this License Agreement, the term “**Shared Amenity Spaces**” shall mean the following: the recreational facilities and other specific amenity areas forming part of the common elements portions of which are physically situate on level A (P1), the mezzanine level and level 2 and the rooftop level , respectively), and comprising or containing:

- i) Vestibule(s) and a lobby on level 1 solely for accessing the concierge station situate for purposes of signing-in and gaining access to the Shared Amenity Spaces;
- ii) a multi-purpose/party room, fitness studio, conference room, t.v. room, men’s and women’s washrooms, , all of which amenities and facilities are situate on the mezzanine level;
- iii) co-working space on the mezzanine level;
- iv) pet wash station on level A (P1) of the underground garage;
- v) family room on mezzanine level;
- vi) passive programmed seasonal outdoor amenity area on 2nd level rooftop accessible from level 2; and
- vii) outdoor rooftop amenity area (roof top level)

together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreational and amenity areas from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Licensor, in its capacity as Declarant, the respective owners, residents, tenants and invitees of the dwelling units in the Condominium and the Licensor, and his/her spouse and/or a single dependent, provided that no more than four (4) persons per each Sackville Owner. For purposes of clarity, tenants and/or occupants of the Sackville Owners and/or of the Owner’s Property shall not, under any circumstances, be given access to any of the Shared Amenity Spaces.

CERTIFICATE IN RESPECT OF A BY-LAW

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

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

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

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

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

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

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

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

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

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

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

1. That the Corporation shall hereafter enter into (and shall abide by and comply with) the Sanitary Discharge Assumption Agreement and/or the Condominium's Sanitary Discharge Agreement, as and when the Declarant or the City of Toronto requests this Condominium to do so, and said agreement shall contain terms and provisions which are similar to those set forth in the draft sanitary sewer discharge agreement annexed thereto as Schedule "A", and shall correspondingly pay:
 - a) all applicable ground water discharge fees that are charged by the City of Toronto from time to time in connection with the discharge of the Condominium's ground water directly into the sanitary sewer system (and with the City of Toronto currently charging an annual rate or fee of approximately \$2.32 per cubic meter of ground water so discharged into the City of Toronto's sanitary sewer system, payable quarter yearly, and which charges may be increased by the City of Toronto on an annual basis, at the sole discretion of the City of Toronto); and
 - b) all charges for the periodic testing and/or monitoring of the ground water discharge flow rates, and all other costs and expenses incurred pursuant to the provisions of the Sanitary Discharge Assumption Agreement and/or the Condominium's Sanitary Discharge Agreement, or otherwise incurred in order to comply with the City of Toronto's requirements with respect to ground water discharge as outlined in (or prescribed by) the City of Toronto's Municipal Code, Chapter 681, as amended from time to time;
2. That the Corporation shall fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention by this Condominium of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);
3. That the Corporation shall fully indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach or contravention of any of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time, so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
 - b) any security heretofore provided or posted by the Declarant with the City of Toronto [ie. to ensure the fulfilment of any outstanding obligations applicable to foundation drainage and/or ground water discharge into the City of Toronto's sanitary sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time], being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach or contravention of any such obligations so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);
4. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Sanitary Discharge Assumption Agreement or the Condominium's Sanitary Discharge Agreement (as the case may be), with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary thereto, and all amendments and/or addendums thereto from time to time. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

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

Dated this _____ day of _____, 20_____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Name:
Title:

I have authority to bind the Corporation

SCHEDULE "A"
TO BY-LAW NO. 4

See Attached...

Schedule A to By-Law No.

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

CITY OF TORONTO
("City")

- and -

("Assignor")

- and --

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

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

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

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

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

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

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

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

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

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

1. Interpretation

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

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

I

2. Assignment

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

3. City Not Privy To Declaration

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

4. Disputes Between Assignor And Assignee

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

5. Representations, Warranties and Covenants

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

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

6. Consent to Assignment

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

7. Notice to the Assignee

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

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

8. Amendment of Assignment Agreement

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

9. Binding Nature

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

10. Governing Law

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

11. Entire Agreement

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

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

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

SIGNED, SEALED AND DELIVERED

in the presence of:

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

SCHEDULE "A"

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

See attached.

Schedule "A"

Sanitary Discharge Agreement – Ver. LS 06.16.16

SANITARY DISCHARGE AGREEMENT

THIS AGREEMENT, made in quadruplicate this day of 20

BETWEEN:

CITY OF TORONTO
(hereinafter called the "City")

Of The First Part

- and -

(hereinafter called the "Discharger")

Of The Second Part

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

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

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

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

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

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

1. Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person delegated, in accordance with any applicable by-laws and policies of the City, the authority of that person, officer or representative of the City so referenced or otherwise duly authorized as a representative of that person to the extent of such authorization.

A reference to any bylaw, policy, rule or procedure or to a provision thereof shall be deemed to include a reference to any bylaw, policy, rule or procedure or provision enacted in substitution thereof or amendment thereof.

Any person, firm or corporation engaged by the Discharger to perform testing, validation or calibration under this Agreement shall be fully qualified to do so and hold all required accreditations, licences or other qualifications as may be required by Law, including those required by Chapter 681, any City licensing by-laws, and regulations under any provincial or federal regulatory body.

For further clarity and in no way limiting the discretion of the General Manager, the Discharger shall not be "in good

standing" where the Discharger has any outstanding amount (including any rate, charge, fee or fine) due and owing to the City or has otherwise, in any manner, breached or contravened this Agreement.

2. Chapter 681 Agreement

This Agreement constitutes an agreement under subsection 6.A.(2) of Chapter 681 and is subject to any restrictions on agreements under Chapter 681 and to any restrictions on connections to the Sewage Works set out in section 11 of Chapter 681. The terms and conditions for the discharge of Private Water, to the extent permissible under Chapter 681, are set out in this Agreement. In all other respects, Chapter 681 shall apply.

3. Term

(a) This Agreement shall commence on January 1, 2019 and continue until December 31, 2019 (the "Term").

(b) Renewal of Term

Provided that:

- (i) This Agreement has not been terminated early, for any reason, in accordance with its terms and conditions;
- (ii) Notice of termination of this Agreement has not been provided under subsection 3(c) of this Agreement; and
- (iii) Neither the City nor the Discharger has provided the other with written notice, no later than thirty (30) days prior to the end of the current Term, of its intent to terminate this Agreement at the end of its current Term,

This Agreement herein shall be automatically renewed for a further Term of one (1) year and renewed annually thereafter, on the same terms and conditions as contained in this Agreement, subject to the following exceptions:

- a. The length of the subsequent Term shall be one (1) year if the original Term is otherwise; and
- b. The discharge rates payable under this Agreement shall be adjusted to then prevailing City rates.

All other provisions contained in this Agreement shall remain the same including the right to renew for subsequent Terms, unless expressly amended in accordance with the terms of this Agreement.

(c) Notwithstanding subsection 3(b) above and without limiting the provisions of section 12, 13 or 14 of this Agreement, in the event that the General Manager determines that the Discharger is not in good standing under this Agreement, the General Manager may notify the Discharger accordingly at or before the end of the current Term and this Agreement shall end at the earlier of:

- (i) The termination date established under section 12; or
- (ii) The end of the current Term.

Provided, however, where notification is by mail and the notification herein has not been mailed at least three (3) business days prior to the end of the then current Term, the Term shall continue until the effective date of notification as determined by section 20 of this Agreement.

4. Representations of Discharger

(a) The Discharger represents and warrants that:

- (i) It has all requisite powers and capacities to enter into, perform and comply with its obligations under, this Agreement;
- (ii) It is not a party or subject to any third party contract or legal obligation under the terms of which it is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Discharger under this Agreement;
- (iii) The representations and information set out in its application for this Agreement are true and accurate in all respects; and
- (iv) To the best of the Discharger's information and belief after making diligent inquiries, the Discharger is not aware of any material fact(s) or circumstance(s) having a bearing upon its representations in its application to the City for this Agreement or its ability to perform its obligations under this Agreement which have not been fully disclosed to and accepted by the City, both in writing, prior to entering into this Agreement.

(b) The Discharger shall forthwith advise EM&P in writing in the event it becomes aware of any material fact or circumstance which may arise, at any time, which may:

- (i) Affect a representation made by the Discharger in its application for this Agreement, or

- (ii) Have a bearing upon its ability to perform its obligations under this Agreement, or
 - (iii) Affect the quality, quantity, flow rate or duration of any discharge from the Premises.
- (c) The Discharger acknowledges that the City, in entering into this Agreement, is relying on the Discharger's representation and warranty that its representations and information set out in its application for this Agreement are true and accurate in all respects.

5. General Conditions of Discharge

- (a) The authority of the Discharger to discharge Private Water from its Premises into the City's Sewage Works is subject to the following conditions:
- (i) The Discharger is and continues to remain in good standing under this Agreement;
 - (ii) The Private Water shall be in strict compliance of all terms and conditions of this Agreement and Chapter 681;
 - (iii) The Private Water does not contain any Prohibited Waste; and
 - (iv) Such additional conditions as may be specified in Schedule A.

Failure to comply with any of the above conditions shall constitute a material default under this Agreement and, in addition to any privileges, rights or remedies of the City under this Agreement or otherwise in contract, at Law or in equity, the City may immediately suspend, terminate or revoke any discharge privileges granted under this Agreement.

- (b) Notwithstanding any authorization of a discharge in this Agreement, the City reserves the right to suspend the Discharger's authorization to discharge or reduce the quantity of such discharge immediately upon notice to the Discharger in the event, in the determination of the General Manager, an overcharge or surcharge of the City's Sewage Works or any part thereof may occur or the City ceases to have, whether temporarily or permanently, the capacity to handle the maximum discharge load.

(c) Alternative Method Of Storage Or Disposal

As a condition precedent to the discharge of Private Water from its Premises into the City's Sewage Works, the Discharger shall have and prudently maintain at its Premises an alternative method of storage or disposal of the Private Water in the event of a suspension or termination of this authorization to discharge. The General Manager may impose, in Schedule A, such other terms and conditions with respect to the suspension or reduction of the discharge.

6. Authorization to Discharge and Discharge Limits

- (a) Provided that the Discharger is in compliance with this Agreement, the Discharger shall be permitted to discharge Private Water from its Premises to the City's Sewer to the extent permitted by this Agreement.
- (b) The quantity, quality and properties of the Private Water discharged by the Discharger from its Premises to the City's Sewer shall not exceed the restrictions and limits set by subsection 2A of Chapter 681 or the maximum discharge rate set out in Schedule A to this Agreement.
- (c) Prior to the authorization by the General Manager of the discharge of any Private Water from the Discharger's Premises into the City's Sewer taking effect under this Agreement, the Discharger shall conduct a sample of the Private Water to be discharged to confirm that the Private Water discharged from its Premises will comply with Chapter 681 and, in particular, Section 2. The acceptable analytical methods for testing, measurement, analysis and examination shall comply with any restrictions set out in Schedule A and this section.
- (d) The sample required by subsection (c) of this section shall be taken at the maintenance access hole or the alternative device, where authorized by the General Manager, required under Section 681-10 of Chapter 681 and designated in Schedule A (collectively the "Sampling Access Point"). This sampling shall be carried out by a person qualified to perform such sampling and the sample shall be submitted to a laboratory for testing and analysis in accordance with subsection (g) of this section. A written copy of the chain of custody for the sample together with the certificate of analysis from the laboratory shall be sent directly to the EM&P by such person contemporaneously with the results being communicated to the Discharger. Where the results indicate that the Private Water does not meet the requirements of Chapter 681, this Agreement shall not take effect until such compliance can be achieved by the Discharger and a subsequent sampling/testing is performed, and delivered to the EM&P in the same manner as the original sample/test, confirming such compliance.
- (e) Where the Term of this Agreement is renewed for a second or more additional Term(s), the Discharger shall, no

earlier than January 1 and no later than May 1 of the second Term of this Agreement and of each successive Term thereafter for as long as this Agreement remains in effect, conduct a sample of the Private Water discharged to the City's Sewer at the Sampling Access Point to confirm that the Private Water complies with Chapter 681. The testing and delivery of the results and certificate of analysis shall be in the same manner as in subsection (d) of this section and no later than May 15th of each successive Term. In the event that the testing results and certificate of analysis are not delivered as required or the results or certificate indicate non-compliance with this section, the City may exercise its rights under subsection 12(a) of this Agreement.

- (f) EM&P may, from time to time and without notice, randomly sample the Private Water at the Sampling Access Point. The Discharger shall provide EM&P access, without notice, for this purpose. The Discharger shall take all reasonable efforts to protect any City sampling equipment on its Premises from disruption, damage, tampering or other actions that may affect its proper operation. Where EM&P reasonably determines that access to the Premises, security of sampling equipment or availability of City resources do not permit such a sampling method, the City may use such other method or methods as the General Manager determines appropriate and practical in the circumstances to determine compliance with Chapter 681.
- (g) For the purposes of this Agreement, any testing or analysis of samples and the certificate of analysis of the Private Water to be discharged under this Agreement shall be carried out and issued by a Canadian laboratory accredited and licensed by the Standards Council of Canada and/or Canadian Association for Laboratory Accreditation.
- (h) In the event of any disagreement between the General Manager and the Discharger as to the quality and/or properties of a water or wastewater sample, the determination of the General Manager shall govern.

7. Prohibited Discharge

- (a) Any discharge of Private Water by the Discharger from its Premises, not in compliance with section 6 of this Agreement, is prohibited and shall constitute a material default under this Agreement and may constitute a contravention of Chapter 681.
- (b) The Discharger shall notify the General Manager by telephone forthwith, and in writing as soon as possible thereafter, upon discovering any discharge from its Premises not in compliance with Chapter 681 or this Agreement or any other unauthorized discharge by the Discharger. The Discharger shall notify the General Manager in writing prior to any change in its wastewater processes or operations or Private Water flows that may affect its compliance with the discharge limits and prohibitions under this Agreement and Chapter 681. A spill report shall be submitted within five (5) days of the occurrence of a spill in accordance with section 9 of Chapter 681.
- (c) At any time, the General Manager may notify the Discharger where the Private Water discharged by the Discharger has exceeded the permitted limits set out in section 6 of this Agreement.
- (d) Without limiting or prejudicing, and in addition to, any other right or remedy the City may have under this Agreement, in Law or equity in respect to a prohibited discharge, the City may charge the Discharger a reasonable amount, as determined by the General Manager, to compensate the City for its administrative and enforcement costs and additional costs of treatment and control of the Private Water and of operation, repair and maintenance of the City's Sewage Works in respect to or as a result of a prohibited discharge.

8. Discharge Rates

- (a) The Discharger hereby covenants and agrees to pay to the City, for the discharge of Private Water permitted under this Agreement, an amount calculated by the General Manager by multiplying the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer by the rate established by the City from time to time under Chapters 441 and 681 of the City of Toronto Municipal Code.
- (b) Except as otherwise provided in this section, the Discharger shall install a properly functioning flow measuring device or meter, approved by the General Manager, to measure the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer.
- (c) Where the Discharger has installed a properly functioning flow measuring device or meter, in accordance with the City's specifications and approved by the General Manager, to measure the volume of Private Water discharged to the City's Sewer, the volume of Private Water discharged to the City's Sewer shall be the volume measured by that device or meter. The Discharger shall have the flow measuring device or meter calibrated by an independent party qualified to perform such calibration prior to such measuring device or meter being accepted for use under this Agreement. The Discharger shall direct such independent testing party to deliver a written copy of the calibration results and report directly to the EM&P contemporaneously with the results being communicated to the

Discharger. For further clarity, at a minimum, a flow measuring device or meter shall be non-resettable, digital and have a percentage accuracy of +/- 2%.

- (d) Where the General Manager determines, in the exercise of a sole discretion, that the Discharger:
- (i) has not installed a properly functioning flow measuring device or meter to measure the volume of Private Water discharged to the City's Sewer, or
 - (ii) has installed a flow measuring device or meter but it does not properly function or operate or is otherwise inaccurate,

Until such time as a properly functioning flow measuring device or meter is installed to the satisfaction of the General Manager, the General Manager may at his sole discretion, for the purpose of establishing the amount payable under subsection (a) of this section:

- a. Estimate the volume of Private Water discharged to the City's Sewer in the calculation of the required payment until compliance is achieved, or
 - b. Fix the volume of Private Water discharged to the City's Sewer, in the calculation of the required payment until compliance is achieved, at the maximum rate of discharge set out in Schedule A of this Agreement.
- (e) For the purposes of subsection 8(d)a., the General Manager may rely on historical discharge data for the Premises, information and data from similar properties, or other information considered relevant by the General Manager; or a combination of the foregoing, in establishing the estimated volume.
- (f) Where the General Manager has determined that a flow measuring device or meter cannot be physically be installed at the Premises, the General Manager may require the Discharger to provide an alternate device or method of establishing actual volumes of Private Water discharged to the City's Sewer to the satisfaction of the General Manager and, until so approved by the General Manager and established, no discharge shall be made to the City's Sewer. Where there has been a discharge prior to such approval, the General Manager may estimate the volume of Private Water discharged to the City's Sewer in the calculation of the required payment in the same manner as in subsection 8(d) of this section.
- (g) The exercise by the General Manager of any method of determining the volume of Private Water discharged to the City's Sewer in the event of non-compliance by the Discharger with the terms and conditions of this Agreement shall in no way limit or restrict any rights or privileges the City may have against the Discharger for non-compliance with this Agreement and shall in no way be considered a waiver or acceptance of such non-compliance.
- (h) The Discharger shall not replace or alter a flow measuring device or meter approved by the General Manager without the written approval from EM&P.
- (i) The parties may agree to amend the discharge flow rate and/or discharge location from time to time by written amendment of Schedule A in accordance with the requirements of this Agreement.
- (j) In the event of a dispute under this section, the determination of the volume by the General Manager shall govern.
- (k) Unless another method or manner of calculation of the volume of Private Water is provided in this Agreement, the Discharger shall meter the volume of all Private Water. The Discharger shall make available and submit to the City's EM&P records (including copies of same) of the meter readings of such Private Water and report the readings of the water meter on the last day of each month, in writing, to the City's EM&P. The report of the meter readings to the City's EM&P shall be in accordance with the Private Water Discharge Log prescribed by the General Manager from time to time. A copy of the current template of the Private Water Discharge Log is attached as Schedule B.
- (l) The Discharger shall retain, at its own expense, an independent party expert to calibrate the flow meter no earlier than January 1 and no later than May 1 of the second Term of this Agreement and of each successive Term thereafter for as long as this Agreement remains in effect. The Discharger shall direct such independent testing party to provide a written copy of the calibration results and report directly to EM&P no later than May 15th of each Term.
- (m) The amount payable pursuant to this section shall be billed by the City on a quarter yearly basis for the periods ending March 31st, June 30th, September 30th and December 31st in each year of the Term.

- (n) All invoices, issued by the City, for the discharge of Private Water and any other charges imposed pursuant to this Agreement or Chapter 681 must be paid by the Discharger within 30 days from the date of the invoice.
- (o) Late payment charges shall be added to all rates and charges that are due and payable under this Agreement at the rate of 1.25% on the first day of default, and every 30 days thereafter during such time as the default continues (15% per annum).
- (p) The Discharger agrees to pay for the discharge of Private Water permitted under this Agreement in accordance with the prevailing rates set by the City, from time to time. The General Manager reserves the right to change the discharge rates and charges set out in this section, at any time, provided that the General Manager shall provide the Discharger thirty (30) days' written notice of such change prior to the implementation of same. Notwithstanding the foregoing, where the discharge rates and charges are changed by resolution of the Council of the City of Toronto, notice of the change in discharge rates and charges shall be deemed to have been given by the City to the Discharger upon the passage of such resolution by the City Council. The discharge rates and charges provided in this section shall be deemed adjusted in accordance with the notice so provided and this Agreement amended accordingly.

9. Warranties of Discharger

The Discharger expressly warrants as follows:

- (a) The Discharger is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Discharger under this Agreement by any agreement (including any lease), constating documents, constitution, legislation, statute, act, regulation, order or otherwise.
- (b) To the best of the Discharger's information and belief and after making diligent inquiries, the Discharger is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement.
- (c) The Discharger shall comply with section 6E of Chapter 681 at all times.

10. Operating Data and Production Records

- (a) The Discharger covenants and agrees, upon the request of the General Manager, to provide such records and documents, including operating data, meter readings and production records, in its possession or control which are reasonably necessary for the purpose of determining the volume of Private Water discharged and compliance with the terms and conditions of this Agreement and the City shall have a right to retain copies of all such records and documents.
- (b) Without limiting the General Manager's powers under Chapter 681, the Discharger agrees that the City and its authorized representatives shall have the right to inspect, test and sample the discharge from the Premises and any discharge measuring device or meter at any time and to enter on and in the Premises to do so. The Discharger shall not open, alter, tamper with, damage or remove or cause or permit, unless otherwise expressly authorized by the City, the opening, alteration, tampering, damage or removal of any City sampling equipment at the Discharger's Premises and the Discharger shall protect such equipment from opening, alteration, tampering, damage or removal while at its Premises.

11. Indemnification

- (a) For the purposes of this section, "City" means the City of Toronto, as well as any and all of its elected officials, representatives, officers, employees, servants, consultants, agents and contractors and "Discharger" means the Discharger as well as any officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign, invitee, contractor of the Discharger or of any person permitted or allowed by the Discharger to engage in any of the activities of the Discharger under this Agreement.
- (b) The Discharger agrees at all times to defend and indemnify and save the City harmless from and against any and all Claims that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, any of them or to which any of them may be liable by reason of any neglect or default on the part of the Discharger or by reason of the Discharger carrying out or failing to carry out any obligation or responsibility to which it is subject, or by reason of any breach, violation or non-performance of any covenant, term, warranty, condition or provision in this Agreement by the Discharger, except to the extent that the same are caused by the gross negligence or deliberate wrong-doing of the City.
- (c) The right to indemnity provided for in this Agreement and, in particular, this section shall survive the expiration or any termination of this Agreement.

12. Default and Termination

- (a) Without restricting any other privilege, right or remedy of the City provided in this Agreement (including without limitation sections 5, 12(c) and 13), by Law or in equity, in the event that:
- (i) the Discharger has made a misrepresentation in this Agreement or any documentation required to be submitted under this Agreement or in application for this Agreement, or
 - (ii) there has been a material change, as determined by the General Manager, in any representation, information or circumstance set out in the Discharger's application for this Agreement which may alter or affect the quality, quantity, flow rate or duration of any discharge from the Premises or negatively affect or impair the City's Sewage Works or the City's ability or capacity to receive or treat the discharge;
 - (iii) the Discharger has failed to make a payment, as required, under this Agreement, or
 - (iv) the Discharger has breached any of the terms, covenants and/or conditions of this Agreement or failed to perform any of its covenants, responsibilities or obligations in this Agreement.
- the General Manager may, in the exercise of a sole and unfettered discretion, terminate this Agreement upon ten (10) days' prior written notice or suspend the authorization of the Discharger to discharge immediately until further notice and reinstate such authorization only upon satisfaction of such terms and conditions as the City deems appropriate to remedy such breach and prevent a reoccurrence of same; and any loss, expense, costs, charges, damages, and/or liability, which may be sustained, paid or incurred by the Discharger or any other person or persons, by reason of such termination or suspension by the City shall be solely borne by the Discharger.
- (b) Notwithstanding the foregoing subsection (a)(iii) of this section and provided that there has not been more than one (1) occurrence of such non-payment during the Term, where the Discharger has failed to make a payment within the time required under this Agreement but remedies such default to the complete satisfaction of the General Manager within five (5) business days of the required time for payment then the General Manager shall not suspend or terminate this Agreement.
- (c) In addition to and without limiting the foregoing subsections (a) and (b) of this section, if the General Manager in the exercise of a sole discretion determines that one or more of the following events may occur, is occurring or has occurred:
- (i) The Discharger is discharging or has discharged Prohibited Waste or is exceeding or has exceeded the maximum discharge limits provided under this Agreement or otherwise discharged Private Water into the City's Sewage Works not in strict compliance with the requirements of this Agreement, Chapter 681 and/or the Law; or
 - (ii) The discharge may cause, or contribute to, or is causing or contributing to, a nuisance or otherwise is interfering with the reasonable use and enjoyment of public or private property or any part thereof; or
 - (iii) The discharge may cause, or contribute to, or is causing or contributing to, damage to or interference with the City's Sewer, its operation or any part thereof, materially increasing their maintenance costs or causing a dangerous condition; or
 - (iv) The discharge may cause, or contribute to, or is causing or contributing to, damage to or interference with the City's Sewage Works, its operation or any process or any part thereof; or
 - (v) The discharge may cause or contribute to or is causing or contributing to:
 - a. The biosolids from the City's Sewage Works to fail to meet any applicable Federal or Provincial Laws or guidelines or affect the quality of the biosolids such that the marketability, sale or general usage of the biosolids for any purpose deemed appropriate by the General Manager may be adversely affected; or
 - b. A contravention of any Laws in respect to the Sewage Works or the effluent discharged therefrom including the *Ontario Water Resources Act*, the *Environmental Protection Act (Ontario)* or the *Fisheries Act, R.S.C. 1985*, or any regulations thereunder; or
 - c. A threat, danger or hazard to any person, property, plant or animal life,
- the General Manager may, in the exercise of a sole and unfettered discretion and upon written notice, terminate this Agreement immediately or suspend the authorization of the Discharger to discharge immediately until further notice and reinstate such authorization only upon satisfaction of such terms and conditions as the City deems appropriate to remedy such breach and prevent a reoccurrence of same. Any loss, expense, costs, charges, damages, and/or liability, which may be sustained, paid or incurred by the Discharger or any other person or persons, by reason of such termination or suspension by the City shall be solely borne by the Discharger.
- (d) The Discharger acknowledges and agrees that due to the environmental and health and safety nature of the subject matter of this Agreement, in the event of a breach of this Agreement by the Discharger, the immediate termination of this Agreement is fair and reasonable.

- (e) All costs, expenses and expenditures of the City herein shall be deemed an additional charge due to the City and shall be paid by the Discharger upon demand and, if not so paid, shall bear interest at the rate of 1.25% on the first day of default, and every 30 days thereafter during such time as the default continues (15% per annum).
- (f) If the Discharger is in default of any of its payment obligations pursuant to this Agreement, termination of this Agreement by the General Manager shall not relieve the Discharger from its liability to make any payments, including interest, which are due and outstanding to the City at the date of the termination.
- (g) The Discharger acknowledges that the MOECC will be notified where the Discharger's discharge of Private Water contains Hazardous Waste or it may notify the MOECC if the discharge is otherwise in contravention of restrictions contained in Chapter 681. Such violations will become a public record of the City and the record of same may be disclosed pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.
- (h) Nothing in this Agreement shall limit or otherwise prejudice the City's right to enforce the provisions of Toronto Municipal Code Chapter 681 in the event of non-compliance with such by-law.

13. Emergency Suspension of Discharge

- (a) If the General Manager determines, in the exercise of a sole discretion, that an emergency situation exists in which the continued discharge permitted under this Agreement either alone or in combination with any or all other discharges into the City's Sewage Works or environmental or infrastructure factors or causes:
 - (i) May pose an immediate threat, danger or hazard to any person, property (including the City's water systems or Sewage Works or a part thereof), plant, animal or aquatic life; or
 - (ii) May in any way or manner and notwithstanding whether it may be minimal or not, impair the City's ability to address the threat, danger or hazard or contribute to the threat, danger or hazard in subsection (a)(i) of this section;

The General Manager may at any time suspend this Agreement or any part thereof immediately and without prior notice for such time as the General Manager deems appropriate and until otherwise notified by the City.

- (b) The General Manager will provide notice to the Discharger of the suspension thereafter as soon as practical for the City in the circumstances in the event of such suspension.
- (c) Where such suspension continues for a continuous period of more than thirty (30) days, this Agreement shall terminate on the thirty-first (31st) day of such suspension.

14. Termination by City Without Cause Prior to End of Term

This Agreement may be terminated by the General Manager, without cause, at any time on ninety (90) days' written notice sent to the Discharger.

15. Termination by Discharger Prior to End of Term

- (a) This Agreement may be terminated by the Discharger, without cause, at any time on ninety (90) days' written notice sent to the General Manager.
- (b) Notwithstanding the foregoing, in the event that the General Manager or Council of the City provides public notice of an increase in discharge rates and charges, the Discharger may terminate this Agreement by written notice to the General Manager delivered no later than thirty (30) days after the receipt or deemed receipt of the notice of an increase in discharge rates and charges which termination shall be effective on the last day of such notice period.
- (c) The Discharger shall provide no less than ninety (90) days' prior written notice to the General Manager of any cessation of operations at the Premises. If the Discharger fails to give any such notice, it shall continue to be bound to make all payments required to be made under this Agreement and to be bound by all other of its obligations under this Agreement until such time as the required notice is received by the City.

16. Full Effect of Chapter 681 upon Termination or Expiration

- (a) Upon the termination or expiration of this Agreement, the terms and conditions for the discharge of Private Water permitted under this Agreement shall cease to apply immediately and Chapter 681 shall apply in all respects.
- (b) Termination of this Agreement by either party or expiration of its Term shall not relieve the Discharger from its liability to make any payments, including interest, which are due and outstanding to the City at the date of the termination.

17. Notice of Contamination

The Discharger shall give immediate notice, and written notice with complete details thereof, to the City of any spill or escape of Prohibited Waste or contaminant, originating from its Premises, which has entered or may enter the City's Sewage Works, including its sewage and stormwater systems within five (5) days in accordance with section 9 of Chapter 681.

18. Observance of Laws, Statutes and Regulations

The Discharger shall comply at its own expense with, and conform to, all applicable Laws from time to time in effect during the Term of this Agreement.

19. Non-Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is express and in writing and signed by an authorized representative of the City. No waiver or consent shall be inferred from or implied by anything done or omitted by the City save only by express waiver or consent in writing by the City. No delay or omission by the City in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. No condoning, excusing or overlooking by the City of any default, breach or non-observance by the Discharger at any time or times in respect of any term or provision herein contained shall operate as a waiver of the City's right hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the City herein in respect of any such continuing or subsequent default or breach. Any consent by any party to, or waiver of, a default or breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any subsequent default, whether similar or not.

20. Notices

Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and delivered to the party for whom it is intended at the address as set out below, either personally, by email or by means of prepaid first class mail addressed to such party as follows:

- (a) in the case of the City or General Manager:

Toronto Water, EM & P, City of Toronto
30 Dee Avenue, Toronto, Ontario M9N 1S9

Phone Number: (416) 392-9940

Email: pwapplication@toronto.ca

- (b) in the case of the Discharger:

Attention: Title: N/A Phone Number: _____ Email: .. _____

or to such other address as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been personally delivered or, if delivered by email, shall be deemed to be delivered as of the next business day following the date of transmission or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

21. Successors and Assigns

This Agreement and all terms, covenants, conditions and provisions herein shall be binding upon and shall enure to the benefit of the City and the Discharger and their respective authorized successors and legal representatives. This Agreement is not assignable or transferable by the Discharger and the Discharger shall not assign, transfer or encumber this Agreement in any manner or part, except with the prior express written consent of the General Manager. Any assignment, transfer or encumbrance of this Agreement by the Discharger without the prior express written consent of the General Manager is invalid and of no effect.

In the event that the Discharger assigns, transfers or encumbers this Agreement in contravention of this section, the Discharger's right to discharge under this Agreement shall terminate immediately, without prejudice to the City's rights and remedies under this Agreement, in Law or in equity.

22. Entire Agreement

This Agreement and any amendments thereto in accordance with the terms of this Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. No verbal arrangement or agreement relating to this Agreement or the subject matter of this Agreement and no amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and signed by duly authorized representative of the City. The City shall not be bound by any oral communication or representation whatsoever, including but not limited to any instruction, amendment or clarification of this Agreement or any document comprising this Agreement, or any representation, information, advice, inference or suggestion, from any person (including but not limited to an elected official, employee, agent or any other person acting on the behalf of or at the direction of the City) concerning this Agreement, any document comprising this Agreement, or any other matter concerning this Agreement. The Discharger expressly waives and releases the City from any claims in negligence or otherwise in respect to any oral communication or representation. The documents comprising this Agreement are complementary and what is required by any part thereof shall be considered as being required by the whole.

In the event of any conflict between the terms of this Agreement and any provision in a site plan agreement in respect to the discharge of Private Water from the Premises to the City Sewer, this Agreement shall prevail.

23. Governing Law

This Agreement shall be governed by, subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable to the matters herein. Any action or other legal proceeding arising under or with respect to this Agreement (including any motion or other interlocutory proceeding) shall be brought in a Court or a tribunal, whichever may be applicable, sitting in Toronto, Ontario. The Discharger and the City each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in accordance with the foregoing.

24. Severance Where Provision (Illegal, Etc.

If any provision or provisions of this Agreement or parts thereof or any of any document comprising this Agreement or the application thereof to any person or circumstances shall be found is/are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this Agreement shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found void and/or unenforceable. The remaining terms and provisions of this Agreement and its application to any person or circumstances shall not be affected thereby, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the City and Discharger.

25. Further Assurances

The Discharger agrees that it will do all such acts and execute all such further documents and will cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, as the City may from time to time reasonably request, in writing, and as may be necessary or desirable to give full effect to this Agreement.

Schedule A

1. The maximum discharge flow rate of Private Water discharged by the Discharger from its Premises to the sanitary sewer or combined sewer system shall not exceed the following flow rate at any time:

CERTIFICATE IN RESPECT OF A BY-LAW

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

Condominium Act, 1998

Toronto Standard Condominium Corporation No. **** (hereinafter referred to as the "Corporation") certifies that:

- 1. The copy of by-law number 5, attached hereto as Schedule "A", is a true copy of the by-law.
- 2. The by-law was made in accordance with the *Condominium Act, 1998*.
- 3. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply]*.
- 4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

DATED this ** day of *****, 20**.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ****

Per: _____
- President
I have authority to bind the Corporation

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

(hereinafter referred to as this or the "Condominium" or this or the "Corporation" or the "Condominium Corporation")

BY-LAW NUMBER 5

WHEREAS subsection 52(1)(b)(iii) of the *Condominium Act, 1998*, as amended (hereinafter referred to as the "Act") authorizes voting at meetings of unit owners by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;

AND WHEREAS subsection 52(1.1) of the Act defines "telephonic or electronic means" as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or compute networks;

AND WHEREAS subsection 56(1)(c.1) of the Act provides that the board of directors may authorize, by by-law, the methods permitted for holding a recorded vote;

AND WHEREAS the board of directors of this Condominium have determined that it is desirable to permit owners to vote by electronic means;

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

1. Notwithstanding any provision in the Corporation's by-laws to the contrary involving or pertaining to the method(s) permitted for holding a vote or a recorded vote of unit owners, the vote(s) for all questions proposed for consideration of the owners at a meeting of owners may be cast by a show of hands, personally or by proxy, or by way of a recorded vote that is:
 - I) marked on a ballot cast personally or by a proxy;
 - II) marked on an instrument appointing a proxy; or
 - III) indicated by electronic means, if (and so long as) the Corporation makes available to owners a medium or platform by which all owners are able to cast a recorded vote by electronic means, including without limitation, by e-mail (hereinafter referred to as the "e-voting system").
2. Votes cast by or through the e-voting system shall be deemed to constitute a ballot (hereinafter referred to as the "e-ballot") for the purpose of any vote conducted at the meeting at which the e-ballot was cast. The e-ballot shall be counted towards the quorum, as if an owner was present at the meeting of owners.
3. The e-voting system shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote in favour of, or against, each question, including without limitation, voting in favour of each candidate running for election to the board of directors.
4. The e-ballot is valid only for one (1) meeting of the owners, and shall automatically expire after the completion of the meeting of owners at which it was utilized or counted.
5. Only an owner of a unit may cast an e-ballot, and the e-voting system does not, and shall not, authorize another person to cast any vote(s) on behalf of an owner. For the purpose of clarification, an e-ballot may not be cast by a proxy.
6. The e-voting system shall authenticate the owner's identity, but shall separate any authentication or identifying information of the owner from the e-ballot, thereby rendering it impossible to trace an e-ballot to a specific owner. In addition, the e-voting system shall authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
7. The e-voting system shall produce an electronic receipt for each owner who casts an e-ballot, which shall include the specific vote cast, and the date and time of submission. The e-voting system will retain an electronic record of the time and date that an owner casts his or her e-ballot.
8. An electronic report automatically generated by the e-voting system that tabulates votes may be relied upon and counted by the scrutineers and/or the chairperson at a meeting of owners, for the purpose of tabulating the votes for all questions proposed for consideration of the owners at the meeting of owners (the "Electronic Voting Record").
9. The Electronic Voting Record shall be deemed to constitute a "ballot" for the purpose of the Corporation's obligation to maintain records in accordance with the Act.

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

Dated this ** day of *****, 20**.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. ****

Per: _____
- President
I have authority to bind the Corporation

CERTIFICATE IN RESPECT OF A BY-LAW

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

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

1. The copy of by-law number 6, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of *Ontario Regulation 48/01* does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56 (10) (a) of the *Condominium Act, 1998* and subsection 14 (2) of *Ontario Regulation 48/01* apply].
4. *Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

DATED this _____ day of _____, _____.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

Per: _____
Name - Title

I have authority to bind the Corporation

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

BY-LAW NUMBER 6

WHEREAS the title to the lands and premises encompassed within the condominium description plan of the Condominium (hereinafter collectively referred to as the "Lands" or the "Real Property") are subject to a restrictive covenant registered as Instrument No. _____ (the "Restrictive Covenant") in favour of the unit 10, level 1 in York Condominium Plan No. 389; PT LT 12 & PT LT 13 S/S King ST E & PT LT 2 N/S EASTERN AVE PLAN 108, PT 1 66R10005, AS IN SCHEDULE 'A' OF DECLARATION B585949, CITY OF TORONTO (hereinafter referred to as the "Dominant Tenement" or "465 King"), which restrictive covenant includes, covenants and restrictions intended, amongst other matters, to prevent excessive noise and overlook onto the Dominant Tenement and which restrictive covenant shall run with the Lands, in perpetuity (or the maximum period enforceable by law and in any event not less than 99 years) for the benefit of the Dominant Tenement and for any person who may from time to time own, lease or otherwise have an interest in any part of the Dominant Land (including a chargee of the Dominant Tenement) and their respective successors and assigns;

AND WHEREAS the Restrictive Covenant includes the following restrictions binding upon the Condominium, namely:

1. The Condominium (referred to in the Restrictive Covenant as the "*Burdened Owner*") shall not construct balconies, terraces and/or green roofs upon the Lands that are visible from the residential and commercial lands and a building with the municipal address 465 King Street E (ie the Dominant Tenement) unless constructed with standard frosted or grey/white opaque balcony glazing with an approximate height of 2 inches to 39 inches above the balcony slab, except any glass on balconies facing west on Gilead Street do not have to be frosted or opaque;
2. The Condominium shall not construct, configure or alter the second storey outdoor common amenity area (hereinafter the "**Second Storey Area**") unless it installs fixed metal or precast planters and tall artificial plants to prevent excessive noise and overlook onto 465 King. Planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance or maintenance purposes. The Second Storey Area shall not be used for outdoor events or allow amplified sound.
3. The fifth floor (level 5) green roof (the "**Green Roof**") shall not be used as an amenity space. The Green Roof shall not be used or accessed by residents or visitors to the Condominium;
4. The Condominium shall not install or permit outdoor speakers or amplification in common areas of the Condominium, but this restriction shall not apply to private balconies or to the rooftop amenity space facing Eastern Avenue;
5. The Condominium shall not permit private garbage and recycling vehicles and delivery trucks servicing the Condominium to access the Condominium between 11:00 pm and 7:00 am;
6. The Condominium's declaration, bylaws, rules and regulations shall, at all times, contain the following provisions and restrictions:
 - a. planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance purposes;
 - b. the Second Storey Area shall not be used for outdoor events or amplified sound;
 - c. any use of the Second Storey Area other than as a quiet area is prohibited; and
 - d. a prohibition on use of the Green Roof as an amenity space and prohibiting access and use of the Green Roof by residents and visitors to the Condominium.

AND WHEREAS the Condominium shall, immediately after registration under the Act, enter into an assumption agreement with the Declarant (and with the owner of the Dominant Tenement as a party, but not as a signatory thereto, but enforceable by the owner of the Dominant Tenement directly against the Condominium Corporation), pursuant to which the Condominium shall formally assume (and be bound by, and comply with) covenants and restrictions set forth in the Restrictive Covenant and pursuant to which the Declarant shall be fully released and discharged from all such covenants and restrictions arising thereunder or therefrom (hereinafter referred to as the "**Restrictive Covenant Assumption Agreement**").

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

1. That the Corporation enter into an assumption agreement with the Declarant and/or the owner of 465 King (as a party but not a signatory) having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Restrictive Covenant Assumption Agreement**"), for the purposes of evidencing the Corporation's obligation to:
 - a) abide by (and comply with) the restrictions and prohibitions of the Restrictive Covenant, insofar as same relate or pertain to the Lands and/or this Condominium; and
 - b) formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Restrictive Covenant, insofar as same relate or pertain to the Lands and/or this Condominium.
2. That all terms and provisions of the Restrictive Covenant Assumption Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned, approved and confirmed; and
3. That any officer of the Corporation be and he/she is hereby authorized to execute, on behalf of the Corporation, the Restrictive Covenant Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary to the Restrictive Covenant Assumption Agreement, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Restrictive Covenant Assumption Agreement on title to each of the units in this Corporation. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

The foregoing by-law is hereby enacted as **By-Law No.6** of Toronto Standard Condominium Corporation No. XXXX.

Dated this ___ day of _____,

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:

Title:

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 6

AGREEMENT RE: RESTRICTIVE COVENANT

THIS AGREEMENT made the _____ day of _____, _____

AMONGST:

ALTERRA-FINER (CORKTOWN) LTD.
(hereinafter called the "**Declarant**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

[INSERT OWNER OF 465 KING]
(hereinafter called the "**Owner**")

OF THE THIRD PART

WHEREAS the title to the lands and premises encompassed within the condominium description plan of the Condominium (hereinafter collectively referred to as the "**Lands**") are subject to a restrictive covenant registered as Instrument No. _____ (the "**Restrictive Covenant**") in favour of the unit 10, level 1 in York Condominium Plan No. 389; PT LT 12 & PT LT 13 S/S King ST E & PT LT 2 N/S EASTERN AVE PLAN 108, PT 1 66R10005, AS IN SCHEDULE 'A' OF DECLARATION B585949, CITY OF TORONTO (hereinafter referred to as the "**Dominant Tenement**" or "**465 King**"), which restrictive covenant includes, covenants and restrictions intended, amongst other matters, to prevent excessive noise and overlook onto the Dominant Tenement and which restrictive covenant shall run with the Lands, in perpetuity (or the maximum period enforceable by law and in any event not less than 99 years) for the benefit of the Dominant Tenement and for any person who may from time to time own, lease or otherwise have an interest in any part of the Dominant Land (including a chargee of the Dominant Tenement) and their respective successors and assigns;

AND WHEREAS the Restrictive Covenant includes the following restrictions binding upon the Condominium, namely:

1. The Condominium (referred to in the Restrictive Covenant as the "*Burdened Owner*") shall not construct balconies, terraces and/or green roofs upon the Lands that are visible from the residential and commercial lands and a building with the municipal address 465 King Street E (ie the Dominant Tenement) unless constructed with standard frosted or grey/white opaque balcony glazing with an approximate height of 2 inches to 39 inches above the balcony slab, except any glass on balconies facing west on Gilead Street do not have to be frosted or opaque;
2. The Condominium shall not construct, configure or alter the second storey outdoor common amenity area (hereinafter the "**Second Storey Area**") unless it installs fixed metal or precast planters and tall artificial plants to prevent excessive noise and overlook onto 465 King. Planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance or maintenance purposes. The Second Storey Area shall not be used for outdoor events or allow amplified sound.
3. The fifth floor (level 5) green roof (the "**Green Roof**") shall not be used as an amenity space. The Green Roof shall not be used or accessed by residents or visitors to the Condominium;
4. The Condominium shall not install or permit outdoor speakers or amplification in common areas of the Condominium, but this restriction shall not apply to private balconies or to the rooftop amenity space facing Eastern Avenue;
5. The Condominium shall not permit private garbage and recycling vehicles and delivery trucks servicing the Condominium to access the Condominium between 11:00 pm and 7:00 am;
6. The Condominium's declaration, bylaws, rules and regulations shall, at all times, contain the following provisions and restrictions:
 - a. planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance purposes;
 - b. the Second Storey Area shall not be used for outdoor events or amplified sound;
 - c. any use of the Second Storey Area other than as a quiet area is prohibited; and
 - d. a prohibition on use of the Green Roof as an amenity space and prohibiting access and use of the Green Roof by residents and visitors to the Condominium.

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to abide by (and comply with) the restrictions and prohibitions set forth in the Restrictive Covenant insofar as same relate or pertain to the Lands and/or this Condominium;

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

1. That the Condominium Corporation shall abide by (and comply with) the terms and provisions of the Restrictive Covenant, insofar as same relate or pertain to the Lands and/or this Condominium;
2. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions restrictions and prohibitions contained in the Restrictive Covenant, insofar as same relate or pertain to the Lands and/or this Condominium;
3. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Declarant and/or the Owner may hereafter require, from time to time, in order to evidence and confirm the foregoing;

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

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

ALTERRA-FINER (CORKTOWN) LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____
Name:
Title:

I have authority to bind the Corporation

Copy of Restrictive Covenant in favour of 465 King Street to be assumed by the Condominium Corporation pursuant to bylaw no. 6 (see attachment)

Properties

PIN 21079 - 0110 LT
Description LT 19-20 PL 242E TORONTO; PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN CA624156; CITY OF TORONTO
Address 18 22,24 24B EASTERN AVE, 1 GILEAD PL TORONTO

PIN 21079 - 0111 LT
Description PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN CA658784; T/W CA658784; CITY OF TORONTO
Address 24 A EASTERN AVENUE TORONTO

PIN 21079 - 0120 LT
Description PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 13 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 14 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN ES55704, ES55364 & ES40777; CITY OF TORONTO
Address 32 EASTERN AVE TORONTO

Applicant(s)

Name ALTERRA-FINER (CORKTOWN) LTD.
 Acting as a company
Address for Service 920 Yonge Street, Suite 1000
 Toronto, Ontario, M4W 3C7
 Attention:Robert Cooper, Stuart Wilson, Matthew MacCharles

I, , have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: [IMPORT RESTRICTIVE COVENANT AGREEMENT]

File Number

Applicant Client File Number : 1371871006

AGREEMENT

Agreement (this "Agreement") dated as of May 15, 2019, between Alterra-Finer (Corktown) Ltd. (the "Burdened Owner") and Catherine Bray and Alan Potts (collectively and individually, the "Benefiting Owner").

RECITALS:

1. The Benefiting Owner is the registered owner of the land more particularly described in Schedule "A" attached hereto (the "Dominant Land"); and
2. The Burdened Owner is the registered owner of the land more particularly described in Schedule "B" attached hereto (the "Servient Land").
3. The Burdened Owner has agreed to the Restrictions (as defined below) in order to, *inter alia*, prevent excessive noise and overlook onto the Dominant Lands.

In consideration of the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1 Burden and Benefit.

The burden of the restrictive covenants in this Agreement run with, bind and burden the Servient Land and every part thereof and any person who may from time to time own, lease or otherwise have an interest in any part of the Servient Land (including without limitation any chargee of the Servient Land) (in each case, an "Interested Party") in perpetuity (or the maximum period enforceable at law and in any event not less than 99 years) and are for the benefit of and annexed to and run with the Dominant Land and every part thereof and any person who may from time to time own, lease or otherwise have an interest in any part of the Dominant Land (including without limitation any chargee of the Dominant Land) and their respective successors and assigns. The burden of the restrictive covenants in this Agreement and all other obligations hereunder shall only be binding upon an Interested Party for the period during which the Interested Party owns, leases or otherwise has an interest in any part of the Servient Land (including without limitation any chargee of the Servient Land) and each Interested Party, including without limitation the Burdened Owner, shall be automatically released from all covenants and obligations hereunder upon its disposition of the Servient Land interest therein or the expiry or termination of its interest in the Servient Land. Each subsequent Interested Party shall be responsible for any defaults of the prior Interested Party that remain uncured at the time of the acquisition by the subsequent Interested Party of its interest in the Servient Land without the need for an assumption agreement.

Section 2 Covenant to Comply with Restrictions.

The Burdened Owner covenants and agrees with the Benefiting Owner, for the benefit of the Benefiting Owner and its successors and assigns, that the Burdened Owner and its successors and assigns shall at all times observe and comply with the covenants, stipulations, restrictions and provisions in Schedule "C".

Section 3 Certificate of Compliance

- (1) The Benefiting Owner and any successor in title to the Dominant Land (or any portion thereof) shall, within fifteen (15) Business Days after receiving a written request (hereinafter referred to as the "Certificate Request"), accompanied by the payment of a fee in the amount of \$100.00 plus H.S.T., from or by any party interested in the status of (or compliance with) this Agreement (hereinafter called the "Requesting Party"), shall execute and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:
 - (a) whether or not this Agreement has been modified, and if so, the nature of such modification, and confirming that this Agreement (as so amended, if applicable) is in full force and effect; and
 - (b) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against the Burdened Owner (or any successor), as well as the nature and extent of the default so alleged.
- (2) Notwithstanding any provision contained herein to the contrary, it is expressly understood and agreed that nothing shall be charged to (nor be levied against) Alterra-Finer (Corktown) Ltd. or any of its lender(s) if Alterra-Finer (Corktown) Ltd. and/or any of its lender(s) ever request the Certificate from the Benefiting Owner from time to time, pursuant to the preceding provisions hereof. Alterra-Finer (Corktown) Ltd. or any of its lender(s) shall use commercially reasonable efforts to send Certificate Requests by email (without limiting the other methods of delivery of Notices permitted pursuant to Section 4). Notwithstanding the provisions of Section 4, failure of Alterra-Finer (Corktown) Ltd. or any of its lender(s) to deliver a Certificate Request by email shall not invalidate delivery of the Certificate Request by other means permitted in Section 4 or affect the deemed timing of delivery of the Certificate Request given by such other means as provided in Section 4.
- (3) The contents of the Certificate may be pleaded by the Requesting Party as a bar to (and shall correspondingly constitute a complete defence by the Requesting Party against) any litigated suit, claim or action that is inconsistent with the facts recited in the Certificate.
- (4) If the Benefiting Owner fails to execute and deliver the Certificate to the Requesting Party within fifteen (15) Business Days after receiving the Certificate Request and the accompanying fee, then the Benefiting Owner shall be deemed to have certified to the Requesting Party that:
 - (a) no modification or amendment to any of the provisions of this Agreement has been made and the Benefiting Owner shall accordingly be forever estopped and barred from claiming or alleging that any modification or amendment has been made to this Agreement, but shall not be precluded from claiming or alleging any future modification(s) or amendment(s); and

- (b) no outstanding default exists under this Agreement by the Burdened Owner as at the date of the Benefiting Owner's receipt of the Certificate Request (and the Benefiting Owner shall accordingly be forever estopped and barred from claiming or alleging that any such default then exists or continues, but shall not be precluded from claiming or alleging any future default).

Section 4 Notices.

Any notice, direction or other communication given pursuant to or regarding the matters contemplated by this Agreement (each a "Notice") must be in writing, sent by personal delivery or courier (with a copy delivered by email), marked "Official notice from [insert name of Burdened Owner]" in the case of notices from the Burdened Owner, and addressed:

- (a) to the Burdened Owner:

920 Yonge Street, Suite 1000
Toronto, Ontario, M4W 3C7

Attention: Robert Cooper, Stuart Wilson, Matthew MacCharles
Email: robcooper@alterra.com
stuartwilson@alterra.com
mattmaccharles@alterra.com

- (b) to the Benefiting Owner:

465 King Street East, Unit 20
Toronto, ON M5A 1L6
Email: Alanbpotts@gmail.com & Catherine@thebrays.ca

With a copy to:

c/o Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower, Suite 3400
22 Adelaide St W
Toronto, ON M5H 4E3

Attention: Catherine Bray and Tamila Ivanaov
Email: Tivanov@blg.com and Cbray@blg.com

A Notice is deemed to be given and received on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. "Business Day" means any day which is not a Saturday, Sunday or a day observed as a holiday (as defined in the *Legislation*

Act, 2006 (Ontario), as amended) other than Remembrance Day and Easter Monday which are Business Days.

Section 5 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Benefiting Owner and the Burdened Owner.

Section 6 Severability.

The parties agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator (if the parties have agreed to submit the relevant matter to arbitration) or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and its remaining provisions shall remain in full force and effect.

Section 7 Gender and Number.

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

Section 8 Successors.

In addition to and without limiting or derogating from the provisions of Section 3, each successor in title of the Interested Party agrees, (and notice is hereby given that) by taking an interest in all or any part of the Servient Land, to assume the obligations of the Interested Party and be liable for outstanding defaults of the prior Interested Party without the need for an assumption agreement.

Notwithstanding anything in this Agreement to the contrary, if the City of Toronto acquires any part of the Servient Land for a public road, public road widening, public lane, public lane widening, public park, public parkland, 0.3m reserve or similar municipal purpose, the City of Toronto shall not assume or be bound by this Agreement as the Burdened Owner or an Interested Party and the portion of the Servient Land so acquired shall thereafter not be bound by or burdened by this Agreement and the description of the Servient Land shall, upon such acquisition, be automatically amended to exclude the portion of the Servient Land so acquired. In addition to the above, in the event that the Burdened Owner grants to or enters into with the City of Toronto an easement or over any part of the Servient Land or an agreement relating to the Servient Land, the provisions of this Agreement shall not apply to the land that is the subject of such easement for so long as it is subject to such easement in favour of the City of Toronto, and the Benefiting Owner shall, upon written request, and at the expense of the Burdened Owner, execute and deliver all documents and do all acts as reasonably required in order partially release this Agreement in respect of any land so acquired and/or postpone this Agreement in favour of any such easement or agreement, and to register any of the same on title to the relevant lands, as applicable.

Section 9 Other.

The schedules attached to this Agreement form an integral part of it. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing which expressly waives a right, power or option under this Agreement. The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.

Section 10 Governing Law.

This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

(Signature page follows.) TOR01: 8012710: v7

The parties have executed this Agreement.

ALTERRA-FINER (CORKTOWN) LTD.



By:

Name: ROBERT COOPER
Title: PRESIDENT
I have authority to bind the corporation.

Witness

Catherine Bray

Witness

Alan Potts

SCHEDULE "A"
LEGAL DESCRIPTION OF DOMINANT LAND

PIN 11389-0010 (LT)

UNIT 10, LEVEL 1, YORK CONDOMINIUM PLAN NO. 389 ; PT LT 12 & PT LT 13 S/S KING
ST E & PT LT 2 N/S EASTERN AV PL 108, PT 1 66R10005, AS IN SCHEDULE 'A' OF
DECLARATION B585949 ; TORONTO , CITY OF TORONTO

"A"-1

SCHEDULE "B"
LEGAL DESCRIPTION OF SERVIENT LAND

PIN 21079-0110 (LT)

LT 19-20 PL 242E TORONTO; PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN CA624156; CITY OF TORONTO

PIN 21079-0111 (LT)

PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN CA658784; T/W CA658784; CITY OF TORONTO

PIN 21079-0120 (LT)

PT LT 12 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 13 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO; PT LT 14 N/S SOUTH PARK ST & W OF SUMACH ST PL 108 TORONTO AS IN ES55704, ES55364 & ES40777; CITY OF TORONTO

"B" -1

SCHEDULE "C"
COVENANTS AND RESTRICTIONS

1. The Burdened Owner shall not construct balconies, terraces and/or green roofs that are visible from the property identified as York Condominium Plan No. 389, being comprised of residential and commercial lands and a building with the municipal address 465 King Street East ("465 King"), unless they are constructed with standard frosted or grey/white opaque balcony glazing with an approximate height of 2 inches to 39 inches above the balcony slab, except that any glass on balconies facing west on Gilead Street do not have to be frosted or opaque.
2. The Burdened Owner shall not construct, configure or alter the second storey outdoor common amenity area shown diagonally hatched on Schedule D of this Agreement (the "Second Storey Area") unless it installs fixed metal or precast planters and tall artificial plants to prevent excessive noise and overlook onto 465 King. Planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance or maintenance purposes. The Second Storey Area shall not be used for outdoor events or allow for amplified sound.
3. The fifth floor green roof in the area shown diagonally hatched on Schedule E of this Agreement (the "Green Roof") shall not be used as an amenity space. The Green Roof shall not be used or accessed by residents or visitors of the Servient Land.
4. The Burdened Owner shall not install or permit outdoor speakers or amplification in common areas of the Development, but this restriction shall not apply to private balconies or to the rooftop amenity space facing Eastern Avenue.
5. The Burdened Owner shall not permit private garbage and recycling vehicles and delivery trucks servicing the Development to access the Development between 11:00 pm and 7:00 am.
6. The Burdened Owner shall not allow a declaration, by-laws, rules and regulations of the future condominium corporation in respect of the Property (the "Condominium Documents") to be finalized without the following provisions and restrictions:
 - a. planters and artificial plants installed within the Second Storey Area shall not be removed, except temporarily and on a short-term basis for maintenance purposes;
 - b. the Second Storey Area shall not be used for outdoor events or amplified sound;
 - c. any use of the Second Storey Area other than as a quiet area is prohibited; and
 - d. a prohibition on use of the Green Roof as an amenity space and prohibiting access and use of the Green Roof by residents or visitors of the Property.
7. "Development" means the proposed 12 storey (plus mechanical penthouse) mixed use building containing approximately 331 residential units, with underground parking

substantially and in all material respects in accordance with the Plans which the Burdened Owner proposes to build on the Servient Land.

8. "Plans" means the plans in the modified architectural drawing set for the property currently on file with the City of Toronto, prepared by Teeple Architects, dated April 13, 2018, as further modified by Schedule F of this Agreement.

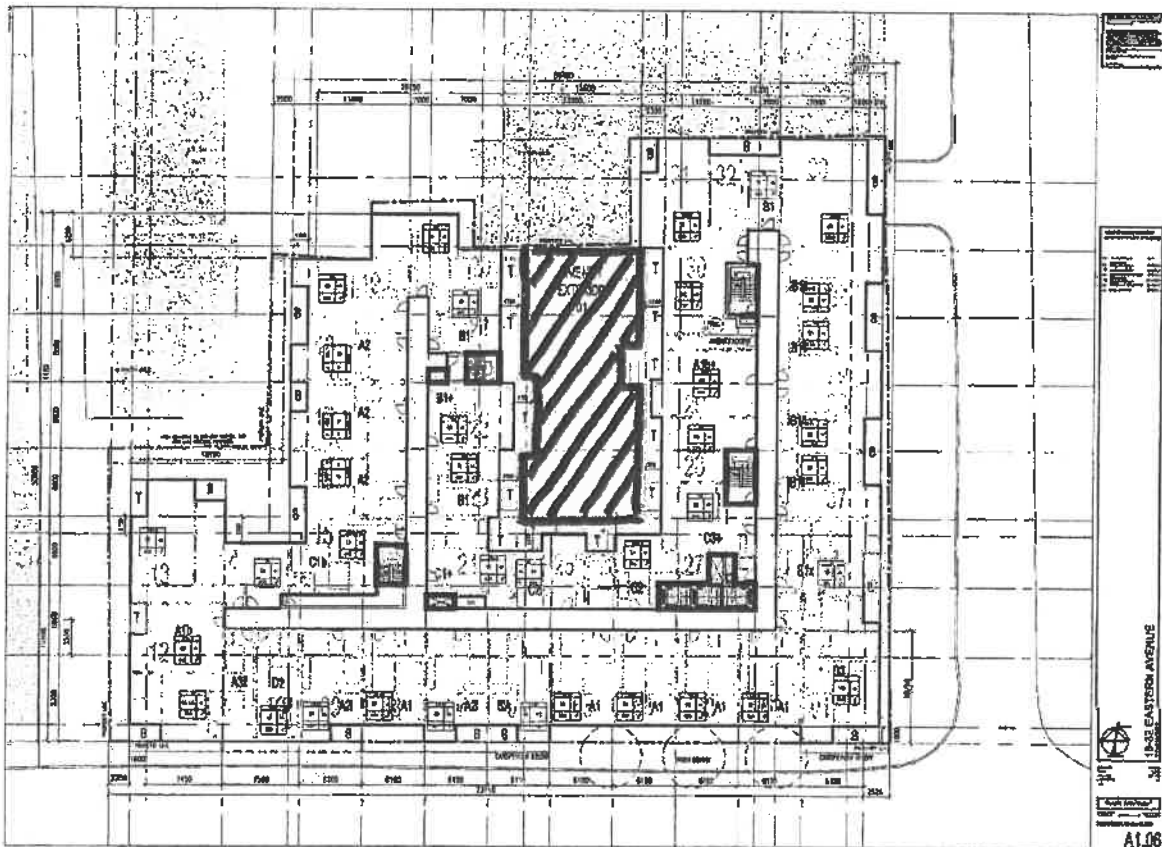
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**SCHEDULE D
DRAWING SHOWING LOCATION OF SECOND STOREY AREA**

Attached.

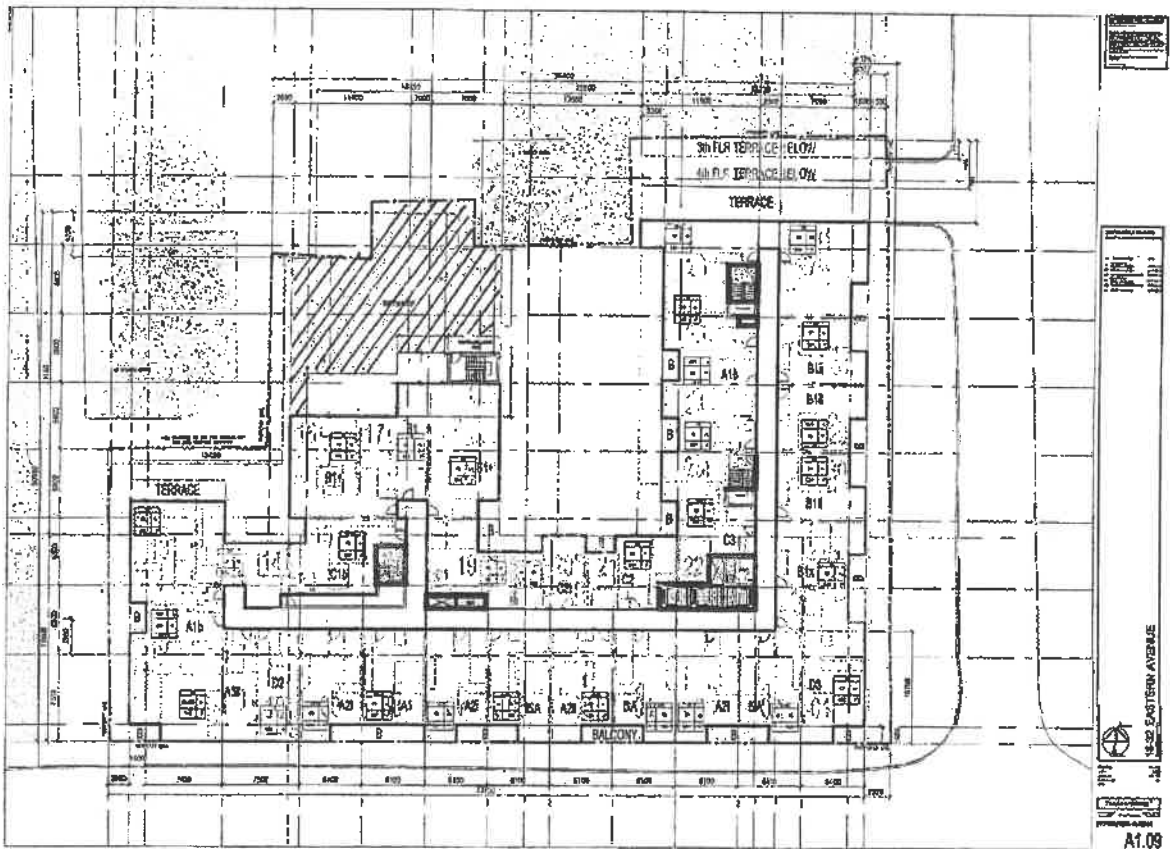
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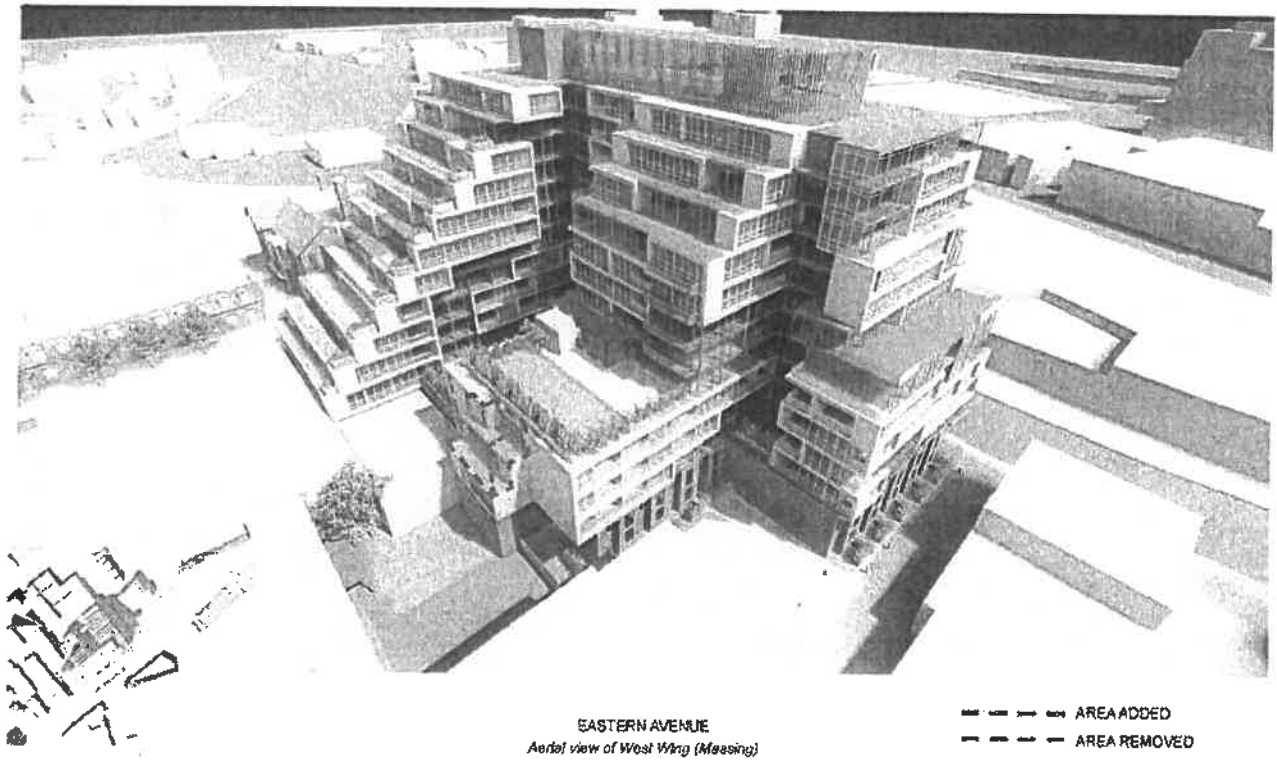
**SCHEDULE E
DRAWING SHOWING LOCATION OF GREEN ROOF**

Attached.



**SCHEDULE F
MODIFICATION OF PLANS**

Attached.



EASTERN AVENUE
Aerial view of West Wing (Missing)

--- AREA ADDED
 --- AREA REMOVED

MANAGEMENT AGREEMENT

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

B E T W E E N:

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

OF THE FIRST PART

- and -

DEL PROPERTY MANAGEMENT INC.
(hereinafter referred to as the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the provisions and requirements of the *Condominium Act S.O. 1998 as amended* (hereinafter referred to as the "Act"), and comprises 379 dwelling units, 2 commercial/retail units, 101 parking units, 283 locker units and 2 parking/locker units;

AND WHEREAS the Corporation is desirous of having the Manager manage the Corporation, including the common elements and assets of the Corporation (hereinafter collectively referred to as the "Property"), municipally located at 28 Eastern Avenue, Toronto, Ontario, and the Manager is desirous of doing so, in accordance with the terms and provisions of this Agreement;

AND WHEREAS the Corporation warrants that it is authorized to engage the Manager;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

DEFINED TERMS

1. In addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases used in this Agreement shall have the meanings respectively ascribed to them in the *Condominium Act 1998, S.O. 1998, as amended*, and the regulations made thereunder (hereinafter collectively referred to as the "Act") and/or in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this Agreement specifies otherwise, or unless the context otherwise requires.

APPOINTMENT OF THE MANAGER

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and managing agent (subject to the overall control of the Corporation, and to the specific provisions hereof) to manage the Property for a period of three (3) years, commencing on the date of registration of the Declaration (with the first year of the term of this Agreement being deemed and construed, for all purposes, to have expired on the anniversary of the last day of the month in which the Declaration of the Corporation was registered under the Act), and continuing thereafter from year to year unless and until this Agreement has been terminated by either party hereto in accordance with the provisions hereinafter set forth. The Manager is accordingly hereby authorized to act on the Corporation's behalf (and in the name of the Corporation, where customary or necessary), in the carrying out of the duties of the Manager as hereinafter set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary or ancillary to the performance of such duties.
3. The Manager hereby accepts such appointment and agrees to manage the Property on behalf of the Corporation in a faithful, diligent and honest manner, and subject to the direction of the board of directors of the Corporation (hereinafter referred to as the "Board").

CONDOMINIUM DOCUMENTATION

4. The Manager undertakes to become familiar with the terms and provisions of the Declaration, as well as the by-laws of the Corporation in force from time to time (hereinafter collectively referred to as the "By-laws"), and the rules of the Corporation in force from time to time (hereinafter collectively referred to as the "Rules"). The Corporation shall deliver to the Manager a copy of the Declaration, the By-laws and the Rules forthwith following the execution of this Agreement by both parties hereto, and shall provide any further By-laws and Rules to the Manager forthwith following their respective enactment.

SPECIFIC DUTIES OF THE MANAGER

5. The Manager, in the performance of its duties hereunder, shall use its reasonable efforts, subject to the direction of the Board, to:
 - (a) Cause there to be compliance with the terms of the Declaration, By-laws and Rules and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
 - (b) Cause to be delivered to all owners the text and import of any further By-laws and Rules;
 - (c) Advise and consult with the Board with respect to any further By-laws and Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property, for the common benefit of the owners;
 - (d) Prepare and keep current the voting register referred to in By-law No. 1 of the Corporation, from information supplied by the Board, owners and/or mortgagees of the units, and maintain in safekeeping the Records of the Corporation (as such term is defined in By-law No. 1);
 - (e) Collect and receive all monies payable by the owners under the Declaration and By-laws, in trust for the Corporation, and deposit the same in a separate trust account in the name of the Corporation to be maintained by the Manager. All such monies so collected shall thereafter be administered by the Manager and shall be used to:
 - (i) make payments of all accounts properly incurred by or on behalf of the Corporation;

- (ii) arrange for insurance in accordance with the provisions of the Act, the Declaration and the By-laws, in the amounts directed by the Board;
 - (iii) maintain and repair (or cause to be maintained and repaired) those parts of the Property which require maintenance or repair by the Corporation in accordance with the provisions of the Declaration and the By-laws, including without limitation, the maintenance of all lawns and landscaped areas comprising part of the non-exclusive use common element areas of the Corporation, as well as the removal of snow, debris and litter from all walkways and roadways comprising part of the non-exclusive use common element areas of the Corporation, as well as pest control throughout the Corporation, and keeping the common elements and parking areas (whether unitized or not) in a neat and tidy condition by the removal of litter and debris therefrom, and keeping all electrical wiring circuits and lighting fixtures throughout the non-exclusive use common element areas in good working order, and arranging for the replacement of light bulbs, and for the removal and disposal of garbage, as and when required; and
 - (iv) employ or retain such staff, personnel, contractors or subcontractors on behalf of the Corporation (in the latter's capacity as the employer or contracting party), as may be required to promptly and efficiently maintain and repair the common elements and discharge the Manager's duties hereunder in connection therewith, and without limiting the generality of the foregoing, such staff shall include superintendents and cleaners and all other individuals employed to maintain and repair the common elements (including all parking areas, whether unitized or not), on the express understanding that the burden of remunerating such staff shall be borne solely by the Corporation, and that the Corporation shall have the sole responsibility (and the final authority, as the exclusive employer) to hire, dismiss, discipline, accept the termination of, direct the replacement or advancement of, set or authorize any pay increases and vacations for, and direct or define the overall duties and working conditions of, such staff, and may delegate to the Manager, from time to time, the implementation of the Board's decisions relating to any or all of the foregoing responsibilities.
 - (f) Keep accurate accounts of the financial transactions involved in the management of the Property, and render to the Board monthly statements of income and expenditures with respect thereto, and keep such accounts open for inspection by the Board at all reasonable times.
6. The duties of the Manager shall not include the duties of the officers of the Corporation as set forth in the By-laws, except as otherwise specifically provided in this Agreement.

RESTRICTIONS ON EXPENDITURES AND CONTRACTS

7. The Manager may not enter into any contract on behalf of the Corporation which will extend for a period in excess of one (1) year, without specific authority from the Board. The Manager shall make no expenditure in excess of Two Thousand Dollars (\$2,000.00) without first obtaining specific authority from the Board, except for monthly or recurring operating costs, and subject further to the following exceptions:

If, in the Manager's opinion, there exists a hazardous situation which could cause personal injury, or damage to the property of the Corporation or to its equipment or contents, or which could impair the value of the unit owners' investment, or if the failure to rectify such situation might expose any of the Board, the Corporation or the Manager to penalties, fines, imprisonment or other substantial liabilities, then the Manager is hereby authorized to proceed with such rectification of the hazard or problem if the Board or its representatives cannot be reasonably located, at whatever cost is considered necessary to effect such rectification.

ENGAGING THIRD PARTIES TO PERFORM WORK OR SERVICES

8. The Manager may engage any person(s), firm(s) or corporation(s) associated, affiliated or otherwise connected with the Manager, as well as any parent or subsidiary thereof (hereinafter collectively referred to as the "Affiliates"), to perform any work or services for the Corporation within the scope of (or under the auspices of) the Manager's duties set out in this Agreement, without being in breach of any fiduciary duty to the Corporation, subject however to the following provisions:
- (a) Where the cost of performing any such work or service does not exceed the sum of Two Thousand (\$2,000) Dollars, the Manager shall be entitled to have such work or services performed by any of the Affiliates;
 - (b) Any work or service to be performed, where the cost exceeds Two Thousand (\$2,000) Dollars, shall not be performed by any of the Affiliates unless the Manager has first obtained the approval of the Board, or has obtained two written tenders from other parties and has the work performed by any of the Affiliates at a cost not exceeding the lower of such tenders; and
 - (c) Emergency repairs involving danger (or potential damage) to persons or property, or immediately necessary for the preservation and safety of same, or required to avoid the suspension of any necessary service to the building, may be made by the Manager or any of the Affiliates, irrespective of the cost limitation set out in subparagraph (a) above, without the approval of the Board, and without the necessity of obtaining two written tenders as provided in subparagraph (b) above, and to this end, the Corporation hereby authorizes the Manager, and its agents, employees and designated representatives to enter any unit(s) with or without the consent of the unit owner(s) to effect any such required emergency repairs which, in the Manager's sole and unchallenged discretion, are immediately necessary for the preservation and safety of persons and/or property. The Corporation agrees to indemnify and save the Manager harmless from and against any and all claims, actions, suits, damages and/or liabilities of any nature or kind which may be incurred (either directly or indirectly) as a consequence of such entry in said emergency situations.

PROVIDING BUDGET FOR ENSUING YEAR

9. (a) Prior to the beginning of each fiscal year during the term of this Agreement, the Manager shall furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimates of all expenses of the operation of the Property for the ensuing year, including without limitation, taxes payable by the Corporation, insurance premiums, water, gas and

hydro-electric rates, and the anticipated cost of all repairs, renewals, maintenance and supervision of the Property. Upon the request of the Board (or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so) the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at times hold itself available for consultation with the Board, for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the Declaration and By-laws.

THE CONDOMINIUM'S INVESTMENT PLAN

- (b) The Manager shall receive an investment plan from the Corporation, as approved by the Board, pursuant to subsection 115(8) of the Act (hereinafter referred to as the "Investment Plan"), and the Manager shall insert all "surplus" monies in the Corporation's general account(s) and reserve account(s), in accordance with the Investment Plan and the provisions of subsections 115(6) and 115(7) of the Act.

EMERGENCY SITUATIONS

10. The Manager will at all times keep the Board and all owners advised of the telephone number at which an agent of the Manager may be reached at any time during normal business hours, in respect of any infraction of the Declaration, By-laws or Rules, or at any time during the day or night, in respect of any emergency situation occurring, and the Manager will make arrangements to deal promptly with such infractions and immediately with any such emergency situation. The Manager shall deal, in the first instance, with minor emergencies and infractions, and shall forthwith report to the Board on any major emergency, or with respect to any persistent, flagrant or serious violation of the Declaration, By-laws or Rules. It is understood and agreed by the parties hereto that the Manager shall determine, in its sole and unchallenged discretion, whether or not an emergency exists, and whether or not such an emergency is minor or major, provided however that in the event of a major emergency the Manager is hereby authorized to take immediate steps for the protection and preservation of the Property.

MANAGER'S COMPENSATION

11. (a) The Corporation hereby covenants and agrees to pay to the Manager, in advance on a monthly basis, for its managerial services performed hereunder during the term of this Agreement, a **monthly management fee during the first year equal to the sum of \$13,475.00 per month, plus H.S.T.** exigible with respect thereto.

All such payments to the Manager shall be made by way of a pre-authorized payment plan form, with all monthly payments to be made on the first day of each and every month throughout the term of this Agreement, and any renewal or extension thereof. During the second year of the term of this Agreement, the aforesaid management fees shall be increased by an amount equivalent to the percentage increase (if any) between the consumer price index published or established by Statistics Canada or its successors (hereinafter referred to as the "Consumer Price Index") published on (or as close as possible to) the 30th day prior to the commencement of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the first year of the term of this Agreement. During the third year of the term of this Agreement, the aforesaid management fees that were charged and payable during the second year shall be increased by an amount equivalent to the percentage increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the commencement of the second year of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the second year of the term of this Agreement.

- (b) It is further understood and agreed that the foregoing remuneration of the Manager excludes:
- (i) any federal goods and services tax exigible with respect to the aforementioned management services and related fees, as well as any provincial or other federal taxes that are now (or may become) applicable (and the Manager hereby confirms that its H.S.T. registration number is #89755 4655 RT0001; and
 - (ii) the cost of performing any of the services set forth in paragraph 5 hereof (or any additional services requested by the Corporation which the Manager agrees in writing to so provide), in respect of which the Corporation shall be obliged to pay the Manager the additional fees charged by the Manager for undertaking same.
- (c) The Corporation shall also be obliged to forthwith reimburse the Manager for all disbursements incurred by the Manager on behalf of the Corporation in performing its duties hereunder, and shall promptly reimburse the Manager for any monies which the Manager may advance for the account of the Corporation, provided that nothing contained herein shall be construed to obligate the Manager to make any such advance(s).
- (d) In subsequent years while this Agreement is in effect, the aforementioned management fees shall be established in accordance with the mutual agreement of both parties hereto.
- (e) The Manager is hereby authorized to retain, out of any monies collected by it, its management fees, as well as all disbursements and expenses so incurred on behalf of the Corporation in fulfilling the Manager's duties provided for or contemplated in this Agreement.

STATUS CERTIFICATES

12. (a) The Manager shall receive the sum of \$100.00, inclusive of all applicable taxes (or such other amounts as may be prescribed or permitted by the regulations to the Act from time to time) for **each status certificate** prepared by the Manager on behalf of the Corporation pursuant to the provisions of the Act. In no case, however, shall any fee or sum be payable to (or be charged by) the Manager for any status certificate(s) and/or any certificate(s) of compliance requested by or on behalf of the declarant of the Corporation (hereinafter referred to as the "Declarant") in connection with any sale, transfer or mortgage of any unit(s) by the Declarant from time to time.
- (b) The Manager shall not be obliged or responsible for inspecting any of the units which are the subject of a request for a status certificate (nor any portion of the exclusive use common element areas appurtenant thereto), in order to determine whether or not the Corporation has any claim for damages against the owner of such units, or whether any violation of the provisions of the Act, or Corporation's

declaration, by-laws and/or rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections. The Manager shall, however, conduct such desired or required inspections when expressly requested or instructed to do so in writing by the party or parties requesting a status certificate, provided that an additional fee of \$100.00 per inspection plus all H.S.T. exigible with respect thereto is paid to the Manager at the time of such request or instruction.

ISSUING NOTICES OF LIEN

- (c) The Manager shall prepare and issue a Notice of Lien to Owner, to all unit owners in default of their respective common expense obligations who require such notice pursuant to subsection 85(4) of the Act, at a cost of \$175.00 plus H.S.T. exigible with respect thereto (with such rate or cost being subject to change from time to time at the sole discretion of the Manager), and which cost shall be borne by the delinquent unit owner(s) to whom any such form is delivered.

OFFICE ACCOMMODATION AND PARKING FOR MANAGER

- 13. The Corporation also agrees to provide without charge, for the use of the Manager and its staff (including, without limitation, off-site staff who are attending at the site):
 - (a) such office accommodation as the Manager may reasonably require in order to facilitate the performance of its on-site management duties; and
 - (b) such common element parking spaces or other parking spaces owned or controlled by the Corporation as the Manager deems necessary or desirable in order to permit and facilitate the Manager's staff to attend at the Property to carry out and perform the Manager's management functions herein set forth.

COMPREHENSIVE LIABILITY INSURANCE

- 14. The Corporation shall arrange for (or alternatively hereby authorizes the Manager to arrange for) comprehensive liability insurance on the condominium property, to a limit of not less than \$5 million per occurrence, or in such other amounts as the Board shall determine from time to time with the concurrence of the Manager. The Corporation shall have the Manager named as an insured party, along with the Corporation, as its interests may appear, in each policy of insurance obtained by the Corporation, and such insurance coverage shall provide protection against any claims for personal injury, death, property damage and losses for which the Corporation and/or the Manager might be held liable as a result of their respective actions, omissions, and/or obligations. The Corporation agrees to provide the Manager, upon request, with a certificate of insurance from its insurers evidencing the foregoing insurance coverage, and confirming the obligation of the insurers to provide the Manager with at least ten (10) days prior written notice of the cancellation of (or any material change to the provisions of) any such policy or policies of insurance.

PLANS, DRAWINGS AND SPECIFICATIONS

- 15. If any plans, drawings, specifications and/or architectural or engineering assistance becomes necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, and if the Board or any of its designated representatives from time to time authorize the Manager to procure same, then the cost and expense of doing so shall be borne solely by the Corporation. However, with respect to undertaking any major repair, replacement or renovation of the common elements or any portion thereof, the Manager shall not be responsible for undertaking or fulfilling any of the obligations or functions ordinarily expected from a "project manager" or "construction supervisor", and in such case the Corporation shall be obliged to engage the services of one or more qualified professionals.

NO RESPONSIBILITY FOR TAX RETURNS

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

ATTENDING MONTHLY MEETINGS

- 17. The Manager shall be obligated to attend monthly meetings of the Board, if requested to do so, upon notice of the agenda of any such meeting being received by the Manager three (3) business days in advance thereof, unless any such meetings are called to deal with an item of emergency, for which no such advance notice shall be required.

CO-OPERATION OF THE BOARD OF DIRECTORS

- 18.
 - (a) The Board agrees to co-operate with the Manager to the extent reasonably required, in order to enable the latter to perform expeditiously, efficiently and economically the Manager's services required or contemplated under this Agreement, and to provide such evidence of authority (ie. by way of certified resolution or otherwise) and such specific directions as the Manager may reasonably require from time to time.
 - (b) The Board shall advise the Manager in writing, from time to time as required, of the names of those officers, directors or other representatives of the Corporation, not to exceed two individuals, who are authorized to act as a "liaison officer" for and on behalf of the Corporation, in order to enable the Manager to consult with the Board via the liaison officer, or to obtain the Board's approval (via the liaison officer) to any action or decision of the Manager arising or occurring between Board meetings, before proceeding with certain work or actions desired or required by the Manager. Moreover, the Board may designate from time to time one of its directors, in addition to the president of the Corporation, who shall be authorized to deal with the Manager on any matter(s) relating to the management of the Property and/or the day-to-day affairs of the Corporation, and if such designation is made, then the Manager is hereby directed not to accept or follow any directions or instructions involving or respecting the management of the Property (or any portion thereof) from anyone else. In the absence of any such designation by the Board, or if any such designation is subsequently revoked by the Board, then until another designation is made by the Board, the president of the Corporation shall have sole and exclusive authority to deal with the Manager on matters relating to the management of the Property and/or the day-to-day affairs of the Corporation.
 - (c) The Corporation shall not permit, allow or cause any owner to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

INDEMNIFICATION OF MANAGER

19. Except in the case of fraud, wilful misconduct or gross negligence on the part of the Manager, the Corporation shall indemnify and save the Manager harmless from and against any and all costs, claims, demands, suits, actions, damages and/or liabilities, which may be made or pursued against (or incurred by) the Manager and/or any of its agents, employees and representatives, arising from or in connection with any damage or injury occasioned to any person(s) or property in or about (or in any way connected with) the Property, or arising out of the payment or non-payment of any debts or accounts incurred or owing by or on behalf of the Corporation, and the Corporation shall correspondingly defend (at its sole cost and expense) all suits, actions and proceedings which may be initiated or pursued against the Manager and/or any of its agents, employees and representatives on account thereof, provided however that nothing contained in this paragraph shall release the Manager from any liability it may have to the Corporation in respect of a breach of any of the Manager's covenants or obligations set forth in this Agreement.

TERMINATION OF MANAGEMENT AGREEMENT

20. The Manager may, at its option, terminate this Agreement by giving sixty (60) days prior written notice of same to the Corporation, and upon such termination, all obligations of the Manager shall cease and the Corporation shall correspondingly be obliged to forthwith pay to the Manager all outstanding accounts owed by the Corporation to the Manager, including all unpaid fees, costs and reasonable disbursements incurred for and on behalf of the Corporation, up to the date of such termination. The Corporation may, at its option, terminate this Agreement upon giving sixty (60) days prior written notice of same to the Manager, and on or before such termination, all outstanding accounts owed by the Corporation to the Manager (as hereinbefore described) shall be settled and paid. All requisite notices of termination shall be given to the intended party on the first (1st) day of the second full month preceding the effective termination of this Agreement, notwithstanding the foregoing provisions to the contrary which require the giving of sixty (60) days prior written notice.
21. The parties agree that this Agreement shall not be allowed to lapse without written notice of termination given by either party to the other, not less than sixty (60) days prior to the expiration of the term hereof. Should written notice of termination not be given sixty (60) days prior to the expiration of the term of this agreement as hereinbefore provided, then this Agreement shall continue on a month-to-month basis until formally renewed or properly terminated (ie. following the giving of sixty (60) days prior written notice to the Manager in accordance with the provisions of paragraph 20 hereof), and the Manager's monthly fee in such circumstances shall, unless re-negotiated and confirmed in writing between the parties hereto, be equivalent to one-twelfth (1/12) of the Manager's fee payable during the immediately preceding year of the term, increased by a proportionate amount equivalent to the increase (if any) between the Consumer Price Index published on (or as close as possible to) the 30th day prior to the expiration of the term of this Agreement, and the Consumer Price Index published on (or as close as possible to) the same date in the preceding year.

FINAL ACCOUNTING AFTER TERMINATION

22. Upon the termination of this Agreement, the Manager shall render a final accounting to the Corporation and pay over any monies due to the Corporation, after deducting therefrom any amounts due or owing to the Manager for fees and/or disbursements.

NON-SOLICITATION OF MANAGER'S EMPLOYEES

23. The Corporation hereby expressly acknowledges and agrees that the Manager has effected considerable monetary and non-monetary input and investment in its infrastructure, organization, employees and business, and that the centerpiece of its effective management, continuing expertise, service and improvements is its employees. Accordingly, the Corporation hereby covenants and agrees that it will not solicit, hire or engage, either directly or indirectly, any person that the Corporation knew or ought to have known was an employee of the Manager, for a period extending for eighteen (18) months after the cessation or termination of this Agreement and/or the Manager's arrangements or relationship with the Corporation, regardless of the manner in which this Agreement and/or any such arrangements or relationship has ceased or terminated. In the event of the Corporation's breach of the preceding provision, then in addition to any other remedies available to the Manager at law or in equity, it is acknowledged and agreed that the Manager shall be entitled, as a matter of right, to injunctive relief in any court of competent jurisdiction, in pursuit of the enforcement of said provision.

NOTICE

24. All notices required or desired to be given to either of the parties hereto shall be in writing, and shall be deemed to have been sufficiently given:
- (a) to the Corporation, if signed by or on behalf of the Manager and delivered personally to an officer or director of the Corporation, or mailed by prepaid registered post to the Corporation at its address for service set out in the Declaration, or at such other address as the Corporation may from time to time designate by written notice pursuant hereto; and
 - (b) to the Manager, if signed by an authorized signing officer of the Corporation and delivered personally to either Mr. Saul York, Mr. Allan Rosenberg or Ms. Lucy Dias, or mailed by prepaid registered post to the Manager at 4800 Dufferin Street, North York, Ontario M3H 5S9 (to the attention of Saul York), or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

All such notices shall be deemed to have been received on the date of such personal delivery, or if mailed, on the third business day (excluding Saturdays, Sundays and statutory holidays) following the date of such mailing.

DEL CONDOMINIUM LIFE MAGAZINE

25. The Corporation is desirous of receiving the Manager's *DEL Condominium Life* magazine free of charge, expressly for the enjoyment, information and lifestyle-enhancement of the residents of the Corporation, and the Manager has agreed to provide this magazine as a value-added benefit, at no cost to the Corporation, during the term of this Agreement and any renewal thereof, provided that the Corporation facilitates personal delivery of said publication to each resident of the Corporation. However, it is understood and agreed that the content, format and/or frequency of publication of the magazine shall be governed solely and exclusively by the Manager, and the Manager hereby reserves the right, at any time or times hereafter, to alter and otherwise control everything related to said magazine, in its sole and unfettered discretion, including the right to discontinue the publication and/or distribution of the magazine at any time, without notice.

PROTECTION OF PERSONAL INFORMATION

26. The Corporation may, from time to time, receive from the Manager *personal information* [as such term is defined in the *Personal Information Protection And Electronic Documents Act (Canada)*] pertaining to unit owners, tenants or members of their respective families or occupants of units. The Corporation agrees that neither it, nor any of its representatives, nor members of the board of directors, will use or disclose any of such personal information other than for the purposes of (or in connection with) managing the affairs of the Corporation.

GENDER AND NUMBER

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

SEVERANCE OF INVALID PROVISIONS

28. If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, then such illegal or invalid provision shall not be deemed or construed to affect the validity of the remainder of this Agreement, and this Agreement shall then accordingly be construed as if such illegal or invalid provision had been severed and omitted herefrom.

SUCCESSORS AND PERMITTED ASSIGNS

29. Neither this Agreement nor any rights or obligations hereunder shall be assignable or assigned by either party hereto without the prior written consent of the other party hereto. This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and permitted assigns.

LAW GOVERNING THIS AGREEMENT

30. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario, and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: _____

Name:
Title:

I have authority to bind the Corporation

DEL PROPERTY MANAGEMENT INC.

Per: _____

Authorized Signing Officer

I have authority to bind the Corporation

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

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

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

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

10. No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
11. Owners shall not overload existing electrical circuits and plumbing facilities in their units.
12. No auction or garage sale shall be held in the units or on the common elements.
13. Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways, fire routes and driveways used in common by the owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
14. No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.
15.
 - a) All vehicles parked within the confines of the Condominium (whether belonging to owners, residents or otherwise) must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the Corporation to give the owner or custodian of such vehicle notice to remove same forthwith from the Condominium premises, and any failure to remove same after such notice shall entitle the Corporation to do so, all at the owner's sole cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears).
 - b) Only an automobile, motorcycle, station wagon, mini-van or truck shall have access to and be parked in a designated parking space and/or parking unit. No boat, snowmobile or recreational vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any parking unit. Motorized vehicles shall be driven only on driveway(s) and/or designated parking area(s) and under no circumstances shall same be driven on any ramp(s) and/or within any elevators or any other parts of the Condominium's common elements.
 - c) Save as otherwise provided to the declaration to contrary, each of the visitor parking spaces shall be used only by visitors and guests of the respective owners, residents and tenants of the dwelling units, and by the Declarant's agents, representatives, contractors and invitees and by servicemen, trade or contractors providing services to the commercial/retail units in the Condominium for the purposes of parking thereon (on a temporary basis) one motor vehicle per space. The visitors parking spaces shall not be used by any customers or visitors of any commercial/retail units and/or by any of Sackville Owner and/or his or her Permitted Invitees.
 - d) The bicycles (or e-bikes) of visitors may be parked only in those bicycle parking spaces on level 1 clearly marked or designated for visitors. Visitors may park their bicycles and/e-bikes on a first come first serve basis in the visitors bicycle parking areas for no more than three (3) consecutive days and thereafter must remove such bicycles and/or e-bikes, failing which the bicycle and/or e-bike of any such visitor shall be removed from the Condominium at the expense of the respective bicycle and/or e-bike owner. The bicycle and/or e-bike of owners and/or residents which are parked in the visitor parking areas will also be removed the expense of the respective owner or resident (as the case may be). Bicycles and/or e-bikes shall not be permitted to be stored within any exclusive use balcony and/or terrace areas nor shall any unit owner and/or occupant be permitted to ride or straddle a bicycle and/or e-bike within the Condominium building and must always walk beside the bicycle and/or the e-bike when transported within the Condominium; and
 - e) Owner(s), tenant(s) and/or permitted occupant(s) shall be obliged to park his or her motor vehicle in such a manner so as not to prevent or unreasonably restrict the adjacent parking unit owner (or his/her tenants and/or permitted occupants) from being able to use and enjoy the adjacent parking unit for the intended purpose as stated in the Condominium's declaration.
16. The exclusive-use common element areas appurtenant thereto, no television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any unit or on any portion of the common elements, without the prior written consent of the board.
17. No portable or window air-conditioning unit (or any appurtenances thereto) shall be installed within any unit or common element area.
18.
 - a) Only planter boxes and/or seasonal furniture shall be placed on or within any patio, balcony or terrace area(s), provided same have first been approved by the board or the Corporation's

manager, and no patio, balcony or terrace area shall be used for any storage purposes whatsoever;

- b) No one shall harm, mutilate, alter, litter, uproot or remove any of the landscaping work on the common elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the common elements, without the prior written consent of the board or the Corporation's manager, provided however that the foregoing shall not be construed as preventing any owner from planting and trimming his or her own small flowers and plants situate within any planter box located within any outdoor patio, balcony or terrace area, the exclusive use of which has been designated or allocated to such owner's dwelling unit;
 - c) No one other than the Declarant shall be permitted to plant or install, within the confines of any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium) any trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time; and
 - d) No one other than the Declarant shall be permitted to install any water feature(s) upon or within any outdoor patio, balcony or terrace area (nor anywhere else within the confines of the Condominium), without the prior written consent of the Corporation thereto, and except in accordance with the specifications and conditions therefor approved by the board or the Corporation's property manager from time to time.
19. No owner shall be permitted to install, place, store or use any type of barbecue equipment or facility within any unit or common element area, save and except for a portable electric or natural gas barbecue (whose size and specifications have been approved by the board or the Corporation's manager) which is placed, stored and/or used solely within the outdoor exclusive-use terrace or patio area appurtenant to an owner's dwelling unit, in accordance with Schedule "F" of the declaration. Any such natural gas barbecue can only be placed, stored or used within the outdoor exclusive-use terrace or patio area appurtenant to an owner's dwelling unit provided that a natural gas outlet has been installed by the Declarant, or otherwise installed with the permission of the Corporation, within such outdoor terrace or patio area. Under no circumstances, however, shall any propane barbecue be used or brought into the Condominium. Natural gas outlets can only be used to operate gas-powered barbecue equipment and no other equipment can be connected to any natural gas outlets (for example, and without limitation, gas-powered heaters and/burners shall be strictly prohibited).
20. a) No animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area, other than three (3) pets per dwelling unit of which two (2) can only be a dog or a cat, with the term "pet" being defined restrictively to include only:
- (i) a canary, a budgie, or any other small bird that is kept in a cage at all times;
 - (ii) a hamster, a gerbil, a guinea pig, a mouse or a rabbit that is kept in a cage at all times;
 - (iii) one or more turtles that are kept in an enclosed container at all times;
 - (iv) an aquarium of goldfish and/or tropical fish; and
 - (v) a dog or a cat (excluding any breeds of dog that are customarily bred or trained as "guard dogs" or "attack dogs").
- b) No such pet that is deemed to be a nuisance by the board or the Condominium's property manager (in their sole and absolute discretion) shall be kept by any owner in any unit or in any part of the common elements. Each owner must ensure that his or her pet does not defecate and/or urinate upon any unit or common element area, and shall be obliged to clean up any mess that occurs thereon immediately thereafter. Should a pet owner fail to clean up after his or her pet as aforesaid, then the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks after receiving a written request from the board (or the Condominium's property manager) to remove such pet, permanently remove such pet from the property. All dogs and cats must be on a leash (or otherwise adequately constrained) when outdoors, all birds, rodents and/or turtles must be kept in their cage, and all pets must be accompanied by their respective owners at all times whenever same are within or upon the common elements. No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements.
21. No unit owner shall permit or suffer the infestation of his or her unit (or any exclusive use common element area with respect thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the owner is aware of

same, will render such owner liable for all costs and expenses incurred in having to eradicate such infestation from any other unit(s) and/or the common elements.

22. Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m.
23. Roller-skating, skate-board riding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements or within any parking unit(s).
24. No one shall restrict or prevent any candidate running for municipal, provincial or federal office (or his or her representative) from having access to or within the Condominium, between the hours of 9:00 A.M. and 9:00 P.M., in order to canvass at the door of each of the dwelling units or to campaign in the Condominium's lobby or other common meeting area. No more than two election advertising posters, each having a size or dimension of not more than 3 feet by 3 feet, may be displayed through the window(s) of any dwelling unit, or displayed within the exclusive use common element areas appurtenant to any dwelling unit. However, no election advertising posters shall be displayed within (or affixed to) any portion of the non-exclusive use common elements areas whatsoever.
25. Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (e.g. closing a tap that has water overflowing) so as to prevent (or limit) any damage to property and/or injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.
26. Any type of smoking (including without limitation vaporizing e-cigarettes and/or cannabis) is expressly prohibited upon or within any type of indoor or outdoor communal recreational and/or amenity area(s) of this Condominium, except such areas as may be designated by the board or the Condominium's property manager.
27. Rules Pertaining to a Sackville Owner (the "Licensee")
 - i) The Licensee and/or his/her spouse and/or a single dependent (hereinafter the "Permitted Invitees") shall be entitled to access the Shared Amenity Spaces through front entrance lobby and using only the most direct route. Such right shall be limited to pedestrian access only and to such elevator(s) and corridors as are necessary to access the Shared Amenity Spaces on levels A(P1), the mezzanine level, level 2 and the rooftop level of the Condominium.
 - ii) The Licensee and/or the Permitted Invitees shall sign-in with the concierge each and every time the Licensee and/or the Permitted Invitees, as the case may be, wish to use the Shared Amenity Spaces and must produce, forthwith upon the request of the Licensor or the Licensor's authorized agent(s) or employee(s) made at any time, and from time to time, and prior to accessing the Shared Amenity Spaces, the name of the Licensee and of the Permitted Invitees, together with identification of the Licensee and of each Permitted Invitees for purposes of confirming their respective identities. Such evidence shall be provided to the concierge each and every time the Licensee and/or the Permitted Invitees wish to access the Shared Amenity Spaces and shall take the form of a driver's license, birth certificate and/or any other government-issued or photo identification evidence acceptable to the Licensor.
 - iii) The Licensee shall pay to the Licensor a security deposit in the amount as set forth in the License Agreement between the Condominium and the Licensee (the "License Agreement") plus HST on or before the Commencement Date as set forth in the License Agreement. In addition, on or before the Commencement Date the Licensee shall pay to the Licensor, without abatement, deduction or set off, an annual fee (the "License Fee") plus HST as set forth in the License Agreement.
 - iv) In the event the Licensee has been provided with a fob by the concierge to access the Shared Amenity Spaces and fails to return such fob to the concierge (or as otherwise directed) each time after leaving the Shared Amenity Spaces, a replacement fee will be charged to the Licensee in the amount as provided for in the License Agreement per fob and for each time it is not returned, plus HST, or as otherwise advised by the Licensor from time to time.
 - v) No Licensee and/or Permitted Invitees shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Condominium and/or its property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners in the Condominium and in such circumstances steps may be taken to immediately remove the Licensee and/or Permitted Invitees from the Condominium.
28. All costs and damages incurred by the Corporation as a result of a breach of the rules by any owner shall be borne by such owner, and be recoverable by the Corporation against such owner in the same manner as common expenses.

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SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
RESIDENTIAL UNITS:	1	1	0.3717130	\$580.13	X 1	\$580.13
	2	1	0.4121249	\$643.20	X 1	\$643.20
	3	1	0.4121249	\$643.20	X 1	\$643.20
	4	1	0.4121249	\$643.20	X 1	\$643.20
	5	1	0.4193686	\$654.50	X 1	\$654.50
	6	1	0.4715990	\$736.02	X 1	\$736.02
	7	1	0.4357621	\$680.09	X 1	\$680.09
	8	1	0.4357621	\$680.09	X 1	\$680.09
	9	1	0.3781942	\$590.24	X 1	\$590.24
	10	1	0.4216560	\$658.07	X 1	\$658.07
	11	1	0.4045000	\$631.30	X 1	\$631.30
	12	1	0.4045000	\$631.30	X 1	\$631.30
	13	1	0.3724755	\$581.32	X 1	\$581.32
	14	1	0.3652319	\$570.01	X 1	\$570.01
	15	1	0.5108672	\$797.31	X 1	\$797.31
COMMERCIAL UNITS:	16	1	0.4651179	\$725.91	X 1	\$725.91
	17	1	0.5101047	\$796.12	X 1	\$796.12
RESIDENTIAL UNITS:	1	2	0.2504774	\$390.92	X 1	\$390.92
	2	2	0.1364854	\$213.01	X 1	\$213.01
	3	2	0.2462837	\$384.37	X 1	\$384.37
	4	2	0.1978657	\$308.81	X 1	\$308.81
	5	2	0.1978657	\$308.81	X 1	\$308.81
	6	2	0.1978657	\$308.81	X 1	\$308.81
	7	2	0.3335886	\$520.63	X 1	\$520.63
	8	2	0.2119717	\$330.82	X 1	\$330.82
	9	2	0.2489524	\$388.54	X 1	\$388.54
	10	2	0.1971032	\$307.62	X 1	\$307.62
	11	2	0.2127342	\$332.01	X 1	\$332.01
	12	2	0.1639350	\$255.85	X 1	\$255.85
	13	2	0.1967220	\$307.02	X 1	\$307.02
	14	2	0.2154029	\$336.18	X 1	\$336.18
	15	2	0.2154029	\$336.18	X 1	\$336.18
	16	2	0.2154029	\$336.18	X 1	\$336.18
	17	2	0.2154029	\$336.18	X 1	\$336.18
	18	2	0.3454072	\$539.07	X 1	\$539.07
	19	2	0.2241716	\$349.86	X 1	\$349.86
	20	2	0.2241716	\$349.86	X 1	\$349.86
	21	2	0.2241716	\$349.86	X 1	\$349.86
	22	2	0.2459025	\$383.78	X 1	\$383.78
	23	2	0.2459025	\$383.78	X 1	\$383.78
	24	2	0.2459025	\$383.78	X 1	\$383.78
	25	2	0.2459025	\$383.78	X 1	\$383.78
	26	2	0.2459025	\$383.78	X 1	\$383.78
	27	2	0.2459025	\$383.78	X 1	\$383.78
	28	2	0.2638209	\$411.74	X 1	\$411.74
	29	2	0.1944345	\$303.45	X 1	\$303.45
	30	2	0.1944345	\$303.45	X 1	\$303.45
	31	2	0.3499821	\$546.21	X 1	\$546.21
	32	2	0.2077781	\$324.28	X 1	\$324.28
	33	2	0.2520024	\$393.30	X 1	\$393.30
	34	2	0.2520024	\$393.30	X 1	\$393.30
	35	2	0.2520024	\$393.30	X 1	\$393.30
	36	2	0.2089216	\$326.06	X 1	\$326.06
	37	2	0.2592460	\$404.60	X 1	\$404.60
	38	2	0.3004204	\$468.86	X 1	\$468.86
	39	2	0.1814722	\$283.22	X 1	\$283.22
	40	2	0.2306527	\$359.98	X 1	\$359.98
	41	2	0.2306527	\$359.98	X 1	\$359.98
	42	2	0.1250481	\$195.16	X 1	\$195.16
	43	2	0.2436150	\$380.21	X 1	\$380.21
	44	2	0.1315292	\$205.28	X 1	\$205.28
	45	2	0.1810910	\$282.63	X 1	\$282.63
RESIDENTIAL UNITS:	1	3	0.2504774	\$390.92	X 1	\$390.92
	2	3	0.1364854	\$213.01	X 1	\$213.01
	3	3	0.2462837	\$384.37	X 1	\$384.37
	4	3	0.1978657	\$308.81	X 1	\$308.81
	5	3	0.1978657	\$308.81	X 1	\$308.81
	6	3	0.1978657	\$308.81	X 1	\$308.81
	7	3	0.2699209	\$421.26	X 1	\$421.26
	8	3	0.3488384	\$544.43	X 1	\$544.43

28 Eastern
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
	9	3	0.1700349	\$265.37	X 1	\$265.37
	10	3	0.2428525	\$379.02	X 1	\$379.02
	11	3	0.1277168	\$199.33	X 1	\$199.33
	12	3	0.1593601	\$248.71	X 1	\$248.71
	13	3	0.1784223	\$278.46	X 1	\$278.46
	14	3	0.1784223	\$278.46	X 1	\$278.46
	15	3	0.1784223	\$278.46	X 1	\$278.46
	16	3	0.1784223	\$278.46	X 1	\$278.46
	17	3	0.2809769	\$438.52	X 1	\$438.52
	18	3	0.2459025	\$383.78	X 1	\$383.78
	19	3	0.2459025	\$383.78	X 1	\$383.78
	20	3	0.2459025	\$383.78	X 1	\$383.78
	21	3	0.2459025	\$383.78	X 1	\$383.78
	22	3	0.2459025	\$383.78	X 1	\$383.78
	23	3	0.2459025	\$383.78	X 1	\$383.78
	24	3	0.2459025	\$383.78	X 1	\$383.78
	25	3	0.2459025	\$383.78	X 1	\$383.78
	26	3	0.2459025	\$383.78	X 1	\$383.78
	27	3	0.2638209	\$411.74	X 1	\$411.74
	28	3	0.1944345	\$303.45	X 1	\$303.45
	29	3	0.1944345	\$303.45	X 1	\$303.45
	30	3	0.3499821	\$546.21	X 1	\$546.21
	31	3	0.2077781	\$324.28	X 1	\$324.28
	32	3	0.2520024	\$393.30	X 1	\$393.30
	33	3	0.2520024	\$393.30	X 1	\$393.30
	34	3	0.2520024	\$393.30	X 1	\$393.30
	35	3	0.2089218	\$326.06	X 1	\$326.06
	36	3	0.2394213	\$373.66	X 1	\$373.66
	37	3	0.2485712	\$387.94	X 1	\$387.94
	38	3	0.2306527	\$359.98	X 1	\$359.98
	39	3	0.2306527	\$359.98	X 1	\$359.98
	40	3	0.2306527	\$359.98	X 1	\$359.98
	41	3	0.1250481	\$195.16	X 1	\$195.16
	42	3	0.2436150	\$380.21	X 1	\$380.21
	43	3	0.1315292	\$205.28	X 1	\$205.28
	44	3	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	4	0.2504774	\$390.92	X 1	\$390.92
	2	4	0.1364854	\$213.01	X 1	\$213.01
	3	4	0.2462837	\$384.37	X 1	\$384.37
	4	4	0.1978657	\$308.81	X 1	\$308.81
	5	4	0.1978657	\$308.81	X 1	\$308.81
	6	4	0.1978657	\$308.81	X 1	\$308.81
	7	4	0.2699209	\$421.26	X 1	\$421.26
	8	4	0.3503634	\$546.81	X 1	\$546.81
	9	4	0.2802144	\$437.33	X 1	\$437.33
	10	4	0.1593601	\$248.71	X 1	\$248.71
	11	4	0.1784223	\$278.46	X 1	\$278.46
	12	4	0.1784223	\$278.46	X 1	\$278.46
	13	4	0.1784223	\$278.46	X 1	\$278.46
	14	4	0.1784223	\$278.46	X 1	\$278.46
	15	4	0.2809769	\$438.52	X 1	\$438.52
	16	4	0.2459025	\$383.78	X 1	\$383.78
	17	4	0.2459025	\$383.78	X 1	\$383.78
	18	4	0.2459025	\$383.78	X 1	\$383.78
	19	4	0.2459025	\$383.78	X 1	\$383.78
	20	4	0.2459025	\$383.78	X 1	\$383.78
	21	4	0.2459025	\$383.78	X 1	\$383.78
	22	4	0.2459025	\$383.78	X 1	\$383.78
	23	4	0.2459025	\$383.78	X 1	\$383.78
	24	4	0.2459025	\$383.78	X 1	\$383.78
	25	4	0.2638209	\$411.74	X 1	\$411.74
	26	4	0.1944345	\$303.45	X 1	\$303.45
	27	4	0.1944345	\$303.45	X 1	\$303.45
	28	4	0.3499821	\$546.21	X 1	\$546.21
	29	4	0.2077781	\$324.28	X 1	\$324.28
	30	4	0.2520024	\$393.30	X 1	\$393.30
	31	4	0.2520024	\$393.30	X 1	\$393.30
	32	4	0.2520024	\$393.30	X 1	\$393.30
	33	4	0.2089218	\$326.06	X 1	\$326.06
	34	4	0.1860471	\$290.36	X 1	\$290.36
	35	4	0.1951970	\$304.64	X 1	\$304.64
	36	4	0.2306527	\$359.98	X 1	\$359.98

28 Eastern
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
	37	4	0.2306527	\$359.98	X 1	\$359.98
	38	4	0.2306527	\$359.98	X 1	\$359.98
	39	4	0.1250481	\$195.16	X 1	\$195.16
	40	4	0.2436150	\$380.21	X 1	\$380.21
	41	4	0.1315292	\$205.28	X 1	\$205.28
	42	4	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	5	0.2504774	\$390.92	X 1	\$390.92
	2	5	0.1364854	\$213.01	X 1	\$213.01
	3	5	0.2462837	\$384.37	X 1	\$384.37
	4	5	0.1978657	\$308.81	X 1	\$308.81
	5	5	0.1978657	\$308.81	X 1	\$308.81
	6	5	0.1978657	\$308.81	X 1	\$308.81
	7	5	0.3591320	\$560.49	X 1	\$560.49
	8	5	0.2840269	\$443.28	X 1	\$443.28
	9	5	0.1593601	\$248.71	X 1	\$248.71
	10	5	0.1784223	\$278.46	X 1	\$278.46
	11	5	0.1784223	\$278.46	X 1	\$278.46
	12	5	0.1784223	\$278.46	X 1	\$278.46
	13	5	0.1784223	\$278.46	X 1	\$278.46
	14	5	0.2809769	\$438.52	X 1	\$438.52
	15	5	0.2459025	\$383.78	X 1	\$383.78
	16	5	0.2459025	\$383.78	X 1	\$383.78
	17	5	0.2459025	\$383.78	X 1	\$383.78
	18	5	0.2459025	\$383.78	X 1	\$383.78
	19	5	0.2459025	\$383.78	X 1	\$383.78
	20	5	0.2459025	\$383.78	X 1	\$383.78
	21	5	0.2459025	\$383.78	X 1	\$383.78
	22	5	0.2459025	\$383.78	X 1	\$383.78
	23	5	0.2459025	\$383.78	X 1	\$383.78
	24	5	0.2638209	\$411.74	X 1	\$411.74
	25	5	0.1944345	\$303.45	X 1	\$303.45
	26	5	0.1944345	\$303.45	X 1	\$303.45
	27	5	0.3499821	\$546.21	X 1	\$546.21
	28	5	0.2077781	\$324.28	X 1	\$324.28
	29	5	0.2413275	\$376.64	X 1	\$376.64
	30	5	0.2409463	\$376.04	X 1	\$376.04
	31	5	0.2009157	\$313.57	X 1	\$313.57
	32	5	0.3724755	\$581.32	X 1	\$581.32
	33	5	0.1250481	\$195.16	X 1	\$195.16
	34	5	0.2436150	\$380.21	X 1	\$380.21
	35	5	0.1315292	\$205.28	X 1	\$205.28
	36	5	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	6	0.2504774	\$390.92	X 1	\$390.92
	2	6	0.1364854	\$213.01	X 1	\$213.01
	3	6	0.2462837	\$384.37	X 1	\$384.37
	4	6	0.1978657	\$308.81	X 1	\$308.81
	5	6	0.1978657	\$308.81	X 1	\$308.81
	6	6	0.1467790	\$229.08	X 1	\$229.08
	7	6	0.3141452	\$490.28	X 1	\$490.28
	8	6	0.2729708	\$426.02	X 1	\$426.02
	9	6	0.1784223	\$278.46	X 1	\$278.46
	10	6	0.1784223	\$278.46	X 1	\$278.46
	11	6	0.1784223	\$278.46	X 1	\$278.46
	12	6	0.1784223	\$278.46	X 1	\$278.46
	13	6	0.2809769	\$438.52	X 1	\$438.52
	14	6	0.2459025	\$383.78	X 1	\$383.78
	15	6	0.2459025	\$383.78	X 1	\$383.78
	16	6	0.2459025	\$383.78	X 1	\$383.78
	17	6	0.2459025	\$383.78	X 1	\$383.78
	18	6	0.2459025	\$383.78	X 1	\$383.78
	19	6	0.2459025	\$383.78	X 1	\$383.78
	20	6	0.2459025	\$383.78	X 1	\$383.78
	21	6	0.2459025	\$383.78	X 1	\$383.78
	22	6	0.2459025	\$383.78	X 1	\$383.78
	23	6	0.2638209	\$411.74	X 1	\$411.74
	24	6	0.1944345	\$303.45	X 1	\$303.45
	25	6	0.1944345	\$303.45	X 1	\$303.45
	26	6	0.3038516	\$474.22	X 1	\$474.22
	27	6	0.2077781	\$324.28	X 1	\$324.28
	28	6	0.2413275	\$376.64	X 1	\$376.64
	29	6	0.2409463	\$376.04	X 1	\$376.04

28 Eastern
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
	30	6	0.1155170	\$180.29	X 1	\$180.29
	31	6	0.2985142	\$465.89	X 1	\$465.89
	32	6	0.1250481	\$195.16	X 1	\$195.16
	33	6	0.2436150	\$380.21	X 1	\$380.21
	34	6	0.1315292	\$205.28	X 1	\$205.28
	35	6	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	7	0.2504774	\$390.92	X 1	\$390.92
	2	7	0.1364854	\$213.01	X 1	\$213.01
	3	7	0.2542898	\$396.87	X 1	\$396.87
	4	7	0.2962267	\$462.32	X 1	\$462.32
	5	7	0.3385448	\$528.36	X 1	\$528.36
	6	7	0.3126202	\$487.90	X 1	\$487.90
	7	7	0.1784223	\$278.46	X 1	\$278.46
	8	7	0.1784223	\$278.46	X 1	\$278.46
	9	7	0.1784223	\$278.46	X 1	\$278.46
	10	7	0.1784223	\$278.46	X 1	\$278.46
	11	7	0.2809769	\$438.52	X 1	\$438.52
	12	7	0.2459025	\$383.78	X 1	\$383.78
	13	7	0.2459025	\$383.78	X 1	\$383.78
	14	7	0.2459025	\$383.78	X 1	\$383.78
	15	7	0.2459025	\$383.78	X 1	\$383.78
	16	7	0.2459025	\$383.78	X 1	\$383.78
	17	7	0.2459025	\$383.78	X 1	\$383.78
	18	7	0.2459025	\$383.78	X 1	\$383.78
	19	7	0.2459025	\$383.78	X 1	\$383.78
	20	7	0.1391541	\$217.18	X 1	\$217.18
	21	7	0.3625632	\$565.85	X 1	\$565.85
	22	7	0.2966079	\$462.91	X 1	\$462.91
	23	7	0.1753723	\$273.70	X 1	\$273.70
	24	7	0.2413275	\$376.64	X 1	\$376.64
	25	7	0.2409463	\$376.04	X 1	\$376.04
	26	7	0.1155170	\$180.29	X 1	\$180.29
	27	7	0.2985142	\$465.89	X 1	\$465.89
	28	7	0.1250481	\$195.16	X 1	\$195.16
	29	7	0.2436150	\$380.21	X 1	\$380.21
	30	7	0.1315292	\$205.28	X 1	\$205.28
	31	7	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	8	0.2504774	\$390.92	X 1	\$390.92
	2	8	0.1364854	\$213.01	X 1	\$213.01
	3	8	0.2542898	\$396.87	X 1	\$396.87
	4	8	0.2230278	\$348.08	X 1	\$348.08
	5	8	0.2744958	\$428.40	X 1	\$428.40
	6	8	0.2032031	\$317.14	X 1	\$317.14
	7	8	0.1776598	\$277.27	X 1	\$277.27
	8	8	0.1784223	\$278.46	X 1	\$278.46
	9	8	0.1784223	\$278.46	X 1	\$278.46
	10	8	0.1784223	\$278.46	X 1	\$278.46
	11	8	0.2451400	\$382.59	X 1	\$382.59
	12	8	0.2077781	\$324.28	X 1	\$324.28
	13	8	0.2077781	\$324.28	X 1	\$324.28
	14	8	0.2077781	\$324.28	X 1	\$324.28
	15	8	0.2077781	\$324.28	X 1	\$324.28
	16	8	0.2077781	\$324.28	X 1	\$324.28
	17	8	0.2077781	\$324.28	X 1	\$324.28
	18	8	0.2077781	\$324.28	X 1	\$324.28
	19	8	0.2077781	\$324.28	X 1	\$324.28
	20	8	0.1181857	\$184.45	X 1	\$184.45
	21	8	0.3156702	\$492.66	X 1	\$492.66
	22	8	0.2966079	\$462.91	X 1	\$462.91
	23	8	0.1753723	\$273.70	X 1	\$273.70
	24	8	0.2413275	\$376.64	X 1	\$376.64
	25	8	0.2409463	\$376.04	X 1	\$376.04
	26	8	0.1155170	\$180.29	X 1	\$180.29
	27	8	0.2985142	\$465.89	X 1	\$465.89
	28	8	0.1250481	\$195.16	X 1	\$195.16
	29	8	0.2436150	\$380.21	X 1	\$380.21
	30	8	0.1315292	\$205.28	X 1	\$205.28
	31	8	0.2192154	\$342.13	X 1	\$342.13

28 Eastern
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
RESIDENTIAL UNITS:	1	9	0.2504774	\$390.92	X 1	\$390.92
	2	9	0.1364854	\$213.01	X 1	\$213.01
	3	9	0.2462837	\$384.37	X 1	\$384.37
	4	9	0.3393073	\$529.55	X 1	\$529.55
	5	9	0.3324449	\$518.84	X 1	\$518.84
	6	9	0.1784223	\$278.46	X 1	\$278.46
	7	9	0.1784223	\$278.46	X 1	\$278.46
	8	9	0.1784223	\$278.46	X 1	\$278.46
	9	9	0.2451400	\$382.59	X 1	\$382.59
	10	9	0.2077781	\$324.28	X 1	\$324.28
	11	9	0.2077781	\$324.28	X 1	\$324.28
	12	9	0.2077781	\$324.28	X 1	\$324.28
	13	9	0.2077781	\$324.28	X 1	\$324.28
	14	9	0.2077781	\$324.28	X 1	\$324.28
	15	9	0.2077781	\$324.28	X 1	\$324.28
	16	9	0.2077781	\$324.28	X 1	\$324.28
	17	9	0.2077781	\$324.28	X 1	\$324.28
	18	9	0.1181857	\$184.45	X 1	\$184.45
	19	9	0.3156702	\$492.66	X 1	\$492.66
	20	9	0.2966079	\$462.91	X 1	\$462.91
	21	9	0.1753723	\$273.70	X 1	\$273.70
	22	9	0.2413275	\$376.64	X 1	\$376.64
	23	9	0.2409463	\$376.04	X 1	\$376.04
	24	9	0.1155170	\$180.29	X 1	\$180.29
	25	9	0.2985142	\$465.89	X 1	\$465.89
	26	9	0.1250481	\$195.16	X 1	\$195.16
	27	9	0.2436150	\$380.21	X 1	\$380.21
	28	9	0.1315292	\$205.28	X 1	\$205.28
	29	9	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	10	0.2504774	\$390.92	X 1	\$390.92
	2	10	0.1364854	\$213.01	X 1	\$213.01
	3	10	0.3530321	\$550.97	X 1	\$550.97
	4	10	0.3450260	\$538.48	X 1	\$538.48
	5	10	0.1784223	\$278.46	X 1	\$278.46
	6	10	0.1784223	\$278.46	X 1	\$278.46
	7	10	0.1784223	\$278.46	X 1	\$278.46
	8	10	0.2451400	\$382.59	X 1	\$382.59
	9	10	0.2077781	\$324.28	X 1	\$324.28
	10	10	0.2077781	\$324.28	X 1	\$324.28
	11	10	0.2077781	\$324.28	X 1	\$324.28
	12	10	0.2077781	\$324.28	X 1	\$324.28
	13	10	0.2077781	\$324.28	X 1	\$324.28
	14	10	0.2077781	\$324.28	X 1	\$324.28
	15	10	0.2077781	\$324.28	X 1	\$324.28
	16	10	0.2077781	\$324.28	X 1	\$324.28
	17	10	0.1181857	\$184.45	X 1	\$184.45
	18	10	0.2603898	\$406.39	X 1	\$406.39
	19	10	0.3313012	\$517.06	X 1	\$517.06
	20	10	0.2070156	\$323.09	X 1	\$323.09
	21	10	0.3180514	\$493.26	X 1	\$493.26
	22	10	0.1936720	\$302.26	X 1	\$302.26
	23	10	0.2703021	\$421.86	X 1	\$421.86
	24	10	0.2436150	\$380.21	X 1	\$380.21
	25	10	0.1315292	\$205.28	X 1	\$205.28
	26	10	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	11	0.2504774	\$390.92	X 1	\$390.92
	2	11	0.1364854	\$213.01	X 1	\$213.01
	3	11	0.3354948	\$523.60	X 1	\$523.60
	4	11	0.3271075	\$510.51	X 1	\$510.51
	5	11	0.1784223	\$278.46	X 1	\$278.46
	6	11	0.1784223	\$278.46	X 1	\$278.46
	7	11	0.2451400	\$382.59	X 1	\$382.59
	8	11	0.2077781	\$324.28	X 1	\$324.28
	9	11	0.2077781	\$324.28	X 1	\$324.28
	10	11	0.2077781	\$324.28	X 1	\$324.28
	11	11	0.2077781	\$324.28	X 1	\$324.28
	12	11	0.2077781	\$324.28	X 1	\$324.28
	13	11	0.2077781	\$324.28	X 1	\$324.28
	14	11	0.2077781	\$324.28	X 1	\$324.28
	15	11	0.2077781	\$324.28	X 1	\$324.28

28 Eastern
SCHEDULE OF COMMON ELEMENT ASSESSMENTS
FOR THE FIRST YEAR FOLLOWING REGISTRATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES (expressed as percentages to each unit)	MONTHLY COMMON ELEMENT ASSESSMENT	NO. OF UNITS	MONTHLY ASSESSMENT PER GROUP
	16	11	0.1181857	\$184.45	X 1	\$184.45
	17	11	0.2603898	\$406.39	X 1	\$406.39
	18	11	0.3080453	\$480.76	X 1	\$480.76
	19	11	0.1597413	\$249.31	X 1	\$249.31
	20	11	0.2298902	\$358.79	X 1	\$358.79
	21	11	0.3854378	\$601.55	X 1	\$601.55
	22	11	0.2438150	\$380.21	X 1	\$380.21
	23	11	0.1315292	\$205.28	X 1	\$205.28
	24	11	0.2192154	\$342.13	X 1	\$342.13
RESIDENTIAL UNITS:	1	12	0.2504774	\$390.92	X 1	\$390.92
	2	12	0.3252013	\$507.54	X 1	\$507.54
	3	12	0.2047281	\$319.52	X 1	\$319.52
	4	12	0.1784223	\$278.46	X 1	\$278.46
	5	12	0.1776598	\$277.27	X 1	\$277.27
	6	12	0.2451400	\$382.59	X 1	\$382.59
	7	12	0.2077781	\$324.28	X 1	\$324.28
	8	12	0.2077781	\$324.28	X 1	\$324.28
	9	12	0.2077781	\$324.28	X 1	\$324.28
	10	12	0.2077781	\$324.28	X 1	\$324.28
	11	12	0.2077781	\$324.28	X 1	\$324.28
	12	12	0.2077781	\$324.28	X 1	\$324.28
	13	12	0.2077781	\$324.28	X 1	\$324.28
	14	12	0.2077781	\$324.28	X 1	\$324.28
	15	12	0.1181857	\$184.45	X 1	\$184.45
	16	12	0.2603898	\$406.39	X 1	\$406.39
	17	12	0.3671381	\$572.99	X 1	\$572.99
	18	12	0.3408323	\$531.93	X 1	\$531.93
	19	12	0.3415948	\$533.12	X 1	\$533.12
	20	12	0.1315292	\$205.28	X 1	\$205.28
	21	12	0.2192114	\$342.12	X 1	\$342.12
PARKING UNITS: (on levels A and B)			0.0506186	\$79.00	X 101	\$7,979.00
PARKING/STORAGE UNITS: (on level B)			0.0724038	\$113.00	X 2	\$226.00
STORAGE UNITS: (on levels 2, 3, 4 -12, A and B)			0.0217852	\$34.00	X 283	\$9,622.00
						\$156,069.33
						X 12
				Annual Budget:		<u>\$1,872,831.96</u>

28 Eastern
SUMMARY OF FIRST YEAR OPERATING BUDGET

OPERATING EXPENSES

Service and Maintenance Contracts	Schedule "A"	\$ 445,200
Repairs and Maintenance	Schedule "B"	125,010
Site Personnel	Schedule "C"	79,000
Utilities	Schedule "D"	523,000
Administrative Expenses	Schedule "E"	<u>326,053</u>
Total Operating Expenses		1,498,263
Contribution to Reserve Fund		<u>374,566</u>
Total Funds Required/Common Element Assessment		<u>\$ 1,872,829</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 January 31, 2023, and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by the said inflation factor of 7% per annum, compounded annually (with said inflation rate applying to increase the budget figures for all or any portion of a year following the aforementioned target registration date). However, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely January 31, 2023.

3 Reserve Fund

The reserve fund noted above is established for the major repair and replacement of the common elements and assets of this Condominium (ex. the repair and replacement of the mechanical equipment, the electrical and plumbing systems, repairs to the roof, etc.). The reserve fund figure used in this budget statement is based on the assumption that there will be in existence, at all times during the life span of the condominium building, a program of regular repair and maintenance, the costs of which shall be reflected in this Condominium's annual operating budgets. The anticipated reserve fund pertaining to this Condominium is expected to be \$374,566 by the end of the first year of this Condominium's operation. Please also be advised that a reserve fund study will be conducted within the first year following the registration of this Condominium, in accordance with the provisions of section 94(4) of The Condominium Act 1998, S.O. 1998, as amended, and the regulations made thereunder from time to time (hereinafter collectively referred to as the "Act"), in order to confirm, amongst other things, the adequacy of the reserve fund. However, pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant [being a member of one of the prescribed classes of persons authorized to conduct a reserve fund study, in accordance with section 32 of O. Reg. 48/01 to the Act] (a "Qualified Consultant") to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act which will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act.

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:

28 Eastern
SUMMARY OF FIRST YEAR OPERATING BUDGET
NOTES TO THE BUDGET -continued

- i) the elevator installation contract which has been (or will be) entered into by the Declarant for this Condominium already includes or incorporates (or will include or incorporate) the cost of all requisite maintenance and servicing work with respect to the elevator for the first year following the registration of the Condominium, and therefore although the first year budget statement quite properly excludes any elevator maintenance or repair costs, such costs will nevertheless have to be incurred by the Condominium in subsequent years, and will accordingly have to be properly budgeted for by the Condominium in subsequent years;
- ii) various components of the Condominium building may be covered by existing or outstanding maintenance or repair warranties from third party suppliers/installers, and which warranties may correspondingly endure beyond the first year following the registration of the Condominium, and such circumstances will accordingly obviate the need to delineate (or make any requisite allowance for) the maintenance or repair costs with respect to such components in the first year budget. However, any requisite maintenance or repairs costs anticipated to arise or be incurred after the expiry of the applicable warranties (i.e. beyond the first year after registration) including without limitation, maintenance and repair costs relating to all elevators, will thereafter have to be properly budgeted for by the Condominium in subsequent years;
- iii) 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; and
- iv) a provision for future reserve fund studies/updates will be required in subsequent years.

5 Other Factors That Can Impact This Budget

Although this budget is based upon the best available information as at the date of its preparation, purchasers should be aware that budgetary predictions on future servicing and utility costs are, by their very nature, subject to change based upon regulatory and other changes which are beyond the Declarant's control and reasonable expectations. In particular, utility rates since deregulation have been extremely volatile and therefore difficult to predict with any certainty. Accordingly, the final first year budget implemented at the time of registration may be altered to reflect the then prevailing market conditions and rates.

6 Budget Figures and Taxes

All figures are inclusive of applicable taxes unless otherwise indicated.

7 Additional Costs, if and/or when applicable

All unit purchasers are hereby advised that although this proposed first year budget does not currently incorporate or reflect:

- a) any realty taxes that may ultimately be assessed against any unit(s) that the condominium corporation is obliged to accept title to, from the declarant as the transferor, pursuant to (or in accordance with) the provisions of the declaration, inasmuch as the formal assessment of same by the Municipal Property Assessment Corporation has not yet been completed, and no formal tax bill has yet been issued by the local municipality in connection therewith;
- b) any levies, charges and/or fees that the condominium corporation will ultimately be obliged to fund or pay for, pursuant to any municipal or provincial regulation, ordinance, by-law, policy, directive or requirement that may have been announced before (or after) the date of registration of this condominium and/or the date of preparation of this first year budget, but which levies, charges and/or fees have not yet been formally announced or are not yet capable of being finally determined, quantified or calculated as at the date of this budget; and
- c) any other charges which may be implemented with the enactment of the new Condominium Act and Regulations' - any associated increase will not constitute a material change

nevertheless all of the foregoing realty taxes outlined in subparagraph (a) above (if applicable), and all of the foregoing levies, charges and/or fees outlined in subparagraph (b) above (if applicable), and charges and/or fees outlined in subparagraph (c) above shall comprise part of the common expenses, as and when same are assessed, quantified and/or payable by the condominium corporation, and therefore this first year budget statement shall be deemed to be amended accordingly, so as to incorporate same as an integral part of the budget.

8 Commercial/Retail Waste Removal Costs

Associated waste removal costs and arrangements for same will be the responsibility of the respective commercial/retail unit owner. Further and more specific details can be found in the disclosure statement and declaration.

28 Eastern
SCHEDULE "A"
SERVICE AND MAINTENANCE CONTRACTS

1	Odour Control Contract	\$ 1,500
2	Elevator Maintenance Contract (not required in first year, under warranty)	-
3	Grounds Maintenance Contract	15,000
4	Access Control Contract	260,000
5	Pest Control Contract	1,200
6	Mechanical Maintenance Contract	26,000
7	Cleaning Service Contract	130,000
8	Fitness Equipment Maintenance Contract (not required in first year, under warranty)	-
9	Garage Door Maintenance Contract	3,000
10	Emergency Generator Contract	4,000
11	Tractor Lease (equipment to mobilize waste compactor bins)	4,500
	TOTAL SERVICE AND MAINTENANCE CONTRACTS	\$ 445,200

NOTES:

- 1 **Odour Control Contract**
This contract provides for maintenance and product for an odour control system in relation to the garbage room.
- 2 **Elevator Maintenance Contract**
A service contract will be required in subsequent years for servicing the elevators. The elevators are under warranty for one year from the date of registration.
- 3 **Grounds Maintenance Contract**
The amount indicated in this budget includes the cost of exterior landscaping and snow removal and includes the cost to keep and maintain any permitted encroachments within the municipal land(s) in good and proper repair and condition.
- 4 **Access Control Service Contract**
This provision provides for contracted concierge and access-control services, twenty-four (24) hours per day, 365 days per year.
- 5 **Pest Control Contract**
Includes preventative monthly treatment of common areas.
- 6 **Mechanical Maintenance Contract**
Represents the cost of a preventative maintenance contract in relation to the common area mechanical equipment.
- 7 **Cleaning Service Contract**
The amount indicated in this budget includes the cost of cleaning the common areas and recreation area within this Condominium.
- 8 **Fitness Equipment Maintenance Contract**
A service contract will be required in subsequent years for servicing the fitness equipment. The fitness equipment is under warranty for one year from the date of registration.
- 9 **Garage Door Maintenance Contract**
A provision for a garage door maintenance contract.
- 10 **Emergency Generator Contract**
This account provides for a preventative emergency generator maintenance contract.
- 11 **Tractor Lease (equipment to mobilize waste compactor bins)**
Represents associated annual leasing costs.

Inflation

Assumed inflation factor of 7%.

28 Eastern
SCHEDULE "B"
REPAIRS AND MAINTENANCE

1	<u>Air Conditioning and Heating</u>		
	General Repairs to Fans, Belts, Bearings and etc.	\$	1,000
	Heat Pump & ERV Maintenance - once per annum		8,000
			9,000
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>		
	Maintenance of Hydro Transformer Vault and Switch Gears		2,000
			4,000
4	<u>Garage Maintenance</u>		
	Pipe Tracing		1,000
	Ramp		1,000
	Garage Door Repairs and Maintenance - non-contractual		1,000
	Power Sweeping and Washing (once per year)		3,500
	Garage Repair and Maintenance		2,500
	Drain Maintenance		2,000
	Carbon Monoxide Testing and Re-calibration		2,000
			13,000
5	<u>Grounds Maintenance (non-contractual)</u>		
	Annual Flowers		1,500
	Irrigation System winterize/summerize/repairs		800
	Grounds keeping and Snow Removal		5,000
			7,300
6	<u>Waste Disposal</u>		
	Repair and Maintenance of Compactor and Bins		1,000
	Chemicals		2,000
	Extra Waste Pick Up(s)		2,000
	Waste Removal Services		15,000
			20,000
7	<u>Elevators</u>		
	Licenses and Inspections		2,500
	Non-Contractual Repairs		2,000
			4,500
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		2,000
	Exterior Window Cleaning - once per year (including retail units)		12,000
	General Repairs -Internal		2,000
	General Repairs -External		2,000
	Cable Television -Exercise Room, Party Room		2,500
	Roof Anchor Inspection - <i>allowance required in subsequent years</i>		-
	Recreation Facilities		2,000
	WiFi for Amenity Areas		9,000
	Storm Tank Maintenance and Repairs		1,000
	Loading Area - Maintenance, Repairs and Cleaning		10,000
			42,500
11	<u>Fire Safety</u>		
	Monthly and Annual testing of the Fire Safety Equipment		8,500
	Fire Safety Equipment Repairs		1,000
	Offsite Fire Alarm Monitoring		1,000
			10,500
12	<u>Ground Water Discharge Costs</u>		6,210
13	<u>CPU Compliance Costs</u>		10,000
	TOTAL REPAIRS AND MAINTENANCE	\$	125,010

28 Eastern
NOTES TO SCHEDULE "B"
REPAIRS AND MAINTENANCE

- 1 Air Conditioning and Heating**
A provision for associated repairs by outside trades to items not covered under warranty, along with an allowance for in-suite and common area heat pump and energy recovery ventilator (ERV) maintenance.
- 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)**
Allowances for a variety of associated grounds maintenance costs including 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 and off site monitoring of the fire alarm system in accordance with the Ontario Fire Code, including repairs not covered under warranty.
- 11 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 combined sanitary/storm sewer system. Further and more specific details can be found in the disclosure statement and the declaration of this Condominium. The estimated forecast assumes a rate of \$2.68/cubic meter and an anticipated/estimated volume of 2,050 cubic meters during the first year of operation (note: year to year volume is subject to variation dependent on ground conditions and weather patterns). It is suggested that a provision for same should be provided for in subsequent years using an estimated baseline of \$2.68/cubic meter plus applicable taxes with a potential/projected annual increase of 5% per annum coupled with and applied to projected volume(s).
- 12 CPU Compliance Costs**
A provision for CPU compliance costs for the periodic monitoring, testing and reporting of soil, ground water and/or air samples (the "CPU Compliance Costs").

Inflation

Assumed inflation factor of 7%.

28 Eastern
SCHEDULE "C"
SITE PERSONNEL

1	<u>Site Personnel</u>	
	Salary for live-out superintendent	\$ 50,000
	Relief Coverage	18,000
	Employee Benefits and Payroll Burdens	<u>11,000</u>
	TOTAL SITE PERSONNEL EXPENSES	<u>\$ 79,000</u>

NOTES:

- 1** **Site Personnel**
This account has allowed for the employment of a full-time live-out superintendent whose duties will include general maintenance and repairs for which he/she is qualified, to be directed by the Property Manager on the employers' behalf. Also included is an allowance for associated employee benefits and payroll burdens.

Inflation

Assumed inflation factor of 7%.

**28 Eastern
SCHEDULE "D"
UTILITIES**

1	Gas	\$ 170,000
2	Electricity	328,000
3	Water	<u>25,000</u>
	TOTAL UTILITIES	<u>\$ 523,000</u>

NOTES:

Utilities - General:

The dwelling units will be metered for electricity consumption as well as hot water and cold water consumption. The heating, cooling and ventilation service costs will be paid for as part of common expenses. Correspondingly, the retail units will be metered for electricity consumption as well as for hot water and cold water consumption.

1 Gas

Represents the cost of all gas used for the dwelling units and common elements of the Condominium. Gas consumption by the owners of the retail units is intended to be check-metered and the cost of such consumption shall be charged back to the retail owners for their respective consumption.

2 Electricity

Represents the cost of all electricity used for the common elements of the Condominium. Electricity consumption for the dwelling units and the retail units will be individually sub-metered and the cost of electricity consumption will accordingly be the sole responsibility of the respective unit owners. Electrical consumption of all electrical parking units installed by the Declarant (and any future electrical parking units to be installed post registration by the Condominium Corporation) is intended to be check-metered and the cost shall be charged back to the respective owners thereof. The Condominium shall be solely responsible, at its sole cost, for any future upgrade to the electrical transformer in order for it to have sufficient power or capacity to provide electricity to such future electrical parking units (if any).

3 Water

Represents the water costs for the common elements of the Condominium including without limitation, the cost of water to operate the sprinkler/irrigation system serving or benefiting any portion of the street landscaping elements. Each of the dwelling units and retail units will be separately check-metered (and correspondingly separately invoiced) for the domestic hot and cold water service provided to the dwelling unit and retail unit (and to any exclusive use common element areas appurtenant thereto, if so provided), pursuant to a hot and cold water check meter, sub-meter or consumption meter appurtenant to the dwelling unit and retail unit that is read by the Utility Monitor, so that the cost of the consumption of the domestic hot and cold water by the dwelling unit and retail unit (and any exclusive use common element area appurtenant thereto) shall not comprise part of the common expenses, but rather shall be borne and paid for solely by the unit owner.

4 Submetering System - Repairs and Maintenance

An allowance for maintenance and repairs to the hot and cold water and electricity check or consumption meters appurtenant to each dwelling unit and retail unit, (the "**Submetering System**") should be provided for in subsequent years. The Submetering System is under warranty for one year from the date of registration.

NOTE: Utility Monitoring

Please note that on or shortly after registration, this Condominium shall enter into the utility monitoring agreement with Provident Energy Management Inc. (hereinafter referred to as "**Provident**"), which company is not related to or affiliated with the Vendor, to serve and act as the Utility Monitor for and on behalf of the Corporation, and it is presently proposed that its administration fee (to be charged with each monthly invoice to each dwelling unit and retail unit owner during the first year following the registration of this Condominium) covering its monitoring and invoicing services with respect to the individual check or consumption meters appurtenant to each of the dwelling and retail unit in this Condominium, for hot water, cold water and electricity metering services:

- i) \$24.85 per month plus HST, payable by each dwelling unit owner with respect to the monitoring and invoicing services regarding each of the hot and cold water and electricity meters appurtenant to each of the dwelling and retail units [unless any such unit owner agrees in writing with Provident to receive all periodic invoices from the Utility Monitor electronically (by e-mail), rather than in paper form, in which case the monthly administration fee will be discounted by \$1.00 per month, and correspondingly reduced to approximately \$23.85 per month plus HST]**

These monthly fees are subject to change, from time to time, and are also subject to an automatic increase on each anniversary of the date of registration of this Condominium, based on the equivalent proportionate increase in the Consumer Price Index published by Statistics Canada.

Inflation

Assumed inflation factor of 7%.

28 Eastern
SCHEDULE "E"
ADMINISTRATIVE EXPENSES

1	Management Services (\$13,475/month + HST)	\$ 182,725
2	Telephone and Communications	10,000
3	Office Expenses	5,000
4	Meeting Costs	4,500
5	Insurance	65,000
6	Turnover Audit	3,000
7	Annual Financial Audit	3,500
8	Investment Plan	800
9	Reserve Fund Study	8,000
10	Performance Audit	25,000
11	Legal Fees	2,000
12	Two-way Radio System Lease	3,000
13	Photo Copier Lease	4,800
14	Software Program For Condominium Operations	3,500
15	Condominium Authority Fees	4,548
16	Email Services	680
	TOTAL ADMINISTRATIVE EXPENSES	\$ 326,053

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.

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.

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NOTES TO SCHEDULE "E" -continued
ADMINISTRATIVE EXPENSES

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.

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.

28 Eastern
NOTES TO SCHEDULE "E" -continued
ADMINISTRATIVE EXPENSES

15 Condominium Authority Fees

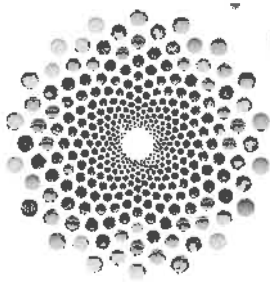
Represents fees charged by (and payable to) the condominium authority pursuant to the provisions of the Protecting Condominium Owners Act, 2015.

16 Email Services

Represents an annual allowance for email services for community/site operations.

Inflation

Assumed inflation factor of 7%.



Provident[™]
A CRICKET ENERGY COMPANY

SUBMETERING SERVICES AGREEMENT (CONDOMINIUM)

BETWEEN

Toronto Standard Condominium Corporation No. _____ (the "Corporation")

- and -

Provident Energy Management Inc. ("Provident")

- for -

28 Eastern Condominium

20 Floral Parkway, Concord, Ontario, L4K 4R1
Tel (416) 736-0630 Fax (416) 736-4923

www.pemi.com

SUBMETERING SERVICES AGREEMENT (CONDOMINIUM)

THIS AGREEMENT made this ____ day of _____, 20__ between **Toronto Standard Condominium Corporation No.** (the "Corporation") and **Provident Energy Management Inc.** ("Provident").

WHEREAS Provident operates a business of providing submetering services to multi-unit buildings in Ontario in addition to providing electricity submetering services under **Smart Sub-Metering Licence ES 2013 0298**;

AND WHEREAS the Corporation has been registered as a condominium corporation pursuant to the Act with respect to the one multi-unit building described in Schedule "A" to this Agreement (hereinafter referred to as the "**Building**");

AND WHEREAS Provident has supplied the Submetering System in the Building;

AND WHEREAS the Corporation desires to engage Provident to provide cold

water, hot water and electricity submetering services to it in respect of the Building upon the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms.

In this Agreement the capitalized terms set forth in the preamble and the recitals shall have the meanings set out therein and the following capitalized terms shall have the meanings hereinafter set forth:

- (a) “**Act**” means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended or re-enacted from time to time and the regulations made thereunder;
- (b) “**Agreement**” means, collectively, this Submetering Services Agreement (Condominium) and all exhibits and schedules attached to it;
- (c) “**Applicable Laws**” with respect to a Person, property, transaction or event, means all applicable federal, provincial and municipal laws (including the common law and principles of equity), statutes, regulations, treaties, by-laws, ordinances, judgments, decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, standards, codes of practice, orders (including judicial or administrative orders) and policies having the force of law of any Governmental Authority having authority over, or application to, that Person, property, transaction or event, as the same may be amended;
- (d) “**Building Systems**” means the Electrical System and the Mechanical System.
- (e) “**Bulk Bills**” means (i) the invoices issued to the Corporation by the local electricity distribution company in relation to electricity consumption at the Building and (ii) the invoices issued to the Corporation by the local water distribution company in relation to water consumption at the Building;
- (f) “**Business Day**” means any day other than a day which is a Saturday, a Sunday or a statutory holiday in Toronto, Ontario;
- (g) “**Conditions of Service**” means the operating procedures of Provident as applicable to the Services, which may be accessed at www.pemi.com, and as may be modified from time to time by Provident upon notice contained within an Invoice;
- (h) “**Customer Services Agreement**” means the Customer Services Agreement to be executed by each unit owner and/or occupant, the form of which is attached as Schedule “E”;
- (i) “**Electrical Safety Authority**” means the authority established pursuant to the *Electricity Act* (Ontario) responsible for, among other things, inspecting all facilities used in the generation, transmission, distribution, retail or use of electricity in Ontario to ensure compliance with the Electrical Safety Code;
- (j) “**Electrical Safety Code**” means the code prescribed by Ontario Regulation 164/99 of the *Electricity Act* (Ontario), as same may be amended or re-enacted from time to time;
- (k) “**Electrical System**” means the system for distributing electricity within the Building that comprises all wires, meters, switches, equipment, devices and other appurtenances necessary to provide electricity to and throughout the Building;
- (l) “**Governmental Authority**” means a government, court, ministry, minister, official, government department, government authority, government agency, regulatory authority, regulatory agency, administrative tribunal or body, or any subdivision or authority of any of the foregoing, that administers Applicable Laws;

- (m) **“Invoice”** means the monthly invoice issued to a unit owner or occupant by Provident;
- (n) **“License”** means the license granted by the Corporation to Provident pursuant to Section 2.3;
- (o) **“Licensed Premises”** means the portion of the common elements of the Building consisting of secure mechanical and electrical rooms, mechanical and electrical closets, lockers, corridors and/or other common areas;
- (p) **“Mechanical System”** means the systems for the generation and distribution of hot water and cold water within the Building that comprises all boilers, pumps, piping, valves, regulators, equipment, devices and other appurtenances necessary to provide hot water and cold water to and throughout the Building;
- (q) **“Occupant”** means the occupant of a unit in the Building and **“occupants”** means more than one occupant or all occupants, as the context so requires;
- (r) **“Person”** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;
- (s) **“Processing Date”** means the date on which Provident generates the Invoices for a given month;
- (t) **“Provident Information Materials”** means the information materials prepared by Provident as amended from time to time which describe the services of Provident as the submetering provider for the Building;
- (u) **“Services”** means the provision of cold water, hot water and electricity submetering services and the related services described in Schedule “B” hereto;
- (v) **“Submetering System”** means and includes all cables, wiring, conduit, panels, meters, monitors, plans, signage, equipment space, transmitters and all other equipment, fixtures and things as Provident deems necessary for implementation of this Agreement and including without limitation the equipment set out on Schedule “C”;
- (w) **“Term”** means the initial term of this Agreement and any renewal term thereof as set out in Section 6.1;
- (x) **“Unit”** means a dwelling unit, a commercial unit, (if applicable), or any other unit in the Building which is intended to be separately submetered for cold water, hot water and electricity consumption and **“units”** means more than one unit or all of the units, as the context so requires; and
- (y) **“Unit owner”** means the owner of a unit in the Building and **“unit owners”** means more than one unit owner or all unit owners, as the context so requires.
- (z) **“Utilities”** means the commodities or services which are being submetered in this Agreement which includes electricity, hot water and cold water.

1.2 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.3 Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Time of the Essence.

Time shall be of the essence of this Agreement.

1.5 Date for any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Incorporation of Schedules.

The schedules attached hereto and described below shall, for all purposes hereof, be incorporated by reference into, and form an integral part of this Agreement:

Schedule "A"	Building
Schedule "B"	Services
Schedule "C"	Specifications of the Submetering System
Schedule "D"	Fees
Schedule "F"	Customer Services Agreement

**ARTICLE 2
ENGAGEMENT, GRANT OF LICENSE AND OWNERSHIP**

2.1 Engagement.

The Corporation hereby engages and retains Provident, on an exclusive basis, to provide the Services to the Corporation in respect of the Building and to unit owners, and Provident hereby accepts such engagement.

2.2 Subcontracting.

Provident may not sub-contract any of its covenants, obligations and Services under this Agreement without the prior written consent of the Corporation, with such consent not to be unreasonably withheld. If the Corporation consents to Provident sub-contracting certain obligations or Services under this Agreement, then Provident shall require its sub-contractors to perform and complete such engagements and/or perform such Services in accordance with this Agreement. Provident shall be responsible to the Corporation for the acts, omissions and defaults of its sub-contractors in the course of performing and completing its engagements under this Agreement and/or performing the Services hereunder as if such acts, omissions and defaults were done by Provident itself.

2.3 License.

The Corporation hereby:

- (a) grants to Provident a non-exclusive license (the "License") to access and use the Licensed Premises during the Term solely for the purposes of performing this Agreement, the Services and any activities in connection therewith, which License will be at no cost to Provident;
- (b) grants to Provident, as a necessary part of the Licence, a license at all reasonable times to enter and exit those portions of the Building and Licensed Premises as may be reasonably necessary to enable Provident (including its employees, agents and sub-contractors) to inspect, repair, relocate, maintain, test, connect or replace the Submetering System or any part thereof and to perform the Services. Provident acknowledges and agrees that any work, maintenance, repairs, inspections and/or testing of the Submetering System or any part thereof that will require or may result in the interruption of the supply of cold water, hot water or electricity in the Building or any part thereof must be scheduled with the Corporation in advance where reasonably practical;
- (c) agrees to provide Provident (including its employees, agents and sub-contractors) with such keys and/or access cards as are required by Provident to exercise rights pursuant to this Agreement, provided that Provident (including its employees, agents and sub-contractors) shall comply with all reasonable security requirements imposed by the Corporation from time to time and provided that all such keys or

access cards shall be returned to the Corporation upon the termination of this Agreement; and

- (d) consents to Provident, at Provident's sole cost and expense, obtaining such permits, licences or other authorizations as may be reasonably necessary to operate the Submetering System at the Building. Upon the Corporation's request, Provident shall promptly provide the Corporation with copies of all permits, authorizations and/or certifications issued by any Governmental Authority in relation to the Submetering System.

2.3.1 Further Provisions relating to the License

- (a) The parties hereto acknowledge and agree that access to the Licensed Premises shall be restricted to Provident, the Corporation, any utility provider(s), telecommunication provider(s), such other Person(s) as the Corporation may reasonably require and any respective employees, agents, contractors, consultants and other authorized personnel of same. For greater certainty, the Corporation shall have access at all times to the Licensed Premises, subject, where applicable, to the reasonable requirements of the Corporation relating to safety and security from time to time;
- (b) The parties hereto shall keep the Licensed Premises locked at all times unless in use; and
- (c) The parties hereto shall forthwith report to the other any breach of security relating to the Licensed Premises and/or any damage to any part of the Building Systems forthwith upon discovery by either of the parties.

2.4 Ownership of Submetering System.

The Submetering System supplied by Provident and installed in the Building is, and shall at all times be, the property of the Corporation and used exclusively by Provident, its successors and assigns for the purposes described in this Agreement throughout the Term.

2.5 Ownership of the Building Systems

The parties acknowledge and agree that all component parts of the Building Systems shall be owned by the Corporation.

ARTICLE 3 COVENANTS OF THE CORPORATION

3.1 Corporation's Covenants

The Corporation hereby covenants and agrees that it:

- (a) shall provide Provident with all unit owner contact information consisting of each unit owner's name, unit number, address, email address and phone number within ten (10) Business Days of such information being made available to the Corporation;
- (b) shall provide Provident with access to such telecommunications, hydro, water and other services as Provident shall reasonably require to facilitate the performance of Provident's obligations under this Agreement;
- (c) shall at all times comply with Applicable Laws with respect to submetering that are applicable to building owners or managers;
- (d) shall as required from time to time, and if commercially reasonable, maintain, repair and replace the Building Systems, with such work to be performed by the Corporation, its employees, agents and sub-contractors in a good, workmanlike manner and in accordance with Applicable Laws;
- (e) shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage, the Submetering System or interfere with the billing and collection activities of Provident, unless same is required by Applicable Law;

- (f) shall co-operate with Provident in the exercise of all its lawful rights and remedies available to it under this Agreement to prevent or restrain the occurrence of any vandalism, tampering, interference or misuse of the Submetering System by any Person; and
- (g) shall be responsible for all costs and expenses relating to the repair and/or replacement of the Submetering System and all other costs and expenses incidental thereto if the Submetering System (or any part thereof) is damaged by the Corporation or any of its employees, agents, contractors, consultants or others for whom the Corporation is responsible in law.

ARTICLE 4

COVENANTS, REPRESENTATIONS AND WARRANTIES OF PROVIDENT

4.1 Provident's Covenants.

Provident hereby covenants and agrees that:

- a) it shall repair all damage to the Building that results from the operation of the Submetering System by Provident;
- b) it shall be fully responsible for all costs related to the maintenance, repair, replacement, commissioning, testing and re-certification of the Submetering System, subject to Section 3.1(g) hereof;
- c) it shall maintain a policy of general liability insurance with not less than \$2,000,000 coverage per occurrence and will provide evidence of same promptly upon the Corporation's request;
- d) it shall in all aspects of its operations, comply with all Applicable Laws regarding submetering;
- e) it shall maintain in good standing, at its sole cost and expense any licenses, permits or other authorizations that may be required by any and all Governmental Authority(ies) to perform its covenants and obligations under this Agreement. If any of the licenses, permits or other authorizations Provident is required to maintain by any Governmental Authority in order to perform its covenants and obligations under this Agreement are revoked, suspended, modified or limited in any way, Provident shall immediately inform the Corporation of same; and
- f) it shall use all personal information of the unit owners or occupants provided to it by the Corporation only for the purposes of this Agreement, in accordance with the *Personal Information Protection and Electronic Documents Act* (Canada) as amended from time to time and shall not sell, use, disclose or transfer such personal information to any other Person except as is required to fulfill the conditions of this Agreement to designated employees of Provident who have a need to access such personal information in connection with the use thereof by Provident in accordance with the terms of this Agreement, Provident's financial and legal representatives, Provident's potential and actual financiers, investors, assignees, purchasers of contracts or payments without the specific prior written authorization of the Corporation.
- g) other than in the case of an emergency, Provident shall provide the Corporation, unit owners or occupants (as applicable) at least twenty-four (24) hours' notice of any required access to the unit(s), unless the unit owner and/or occupant consents to Provident's access;
- h) Provident shall bill unit owners and/or occupants for cold water, hot water and electricity consumption based on rates associated with the bulk electricity and water meters for the Building;
- i) the Corporation acknowledges that Provident shall have the right to charge for the Services in the amounts as set out in Provident's rate schedule, attached hereto as Schedule "D". Provident shall further have the right to charge unit owners and/or occupants service charges as provided in Appendix 1 to the Conditions of Service.

- j) Provident shall employ its normal collection practices with respect to Invoices which are in arrears (which may include termination of the supply of cold water, hot water or electricity) in accordance with all Applicable Laws;
- k) Provident shall create and maintain a property management portal which will have functionality that will allow the Corporation to view consumption of cold water, hot water and electricity on a unit by unit basis;
- l) Provident agrees to provide the Corporation with a unit by unit reconciliation of the Bulk Bill and historical data for each meter in the Building (which shall include, but is not limited to, the date, time and result of a meter reading for a particular unit) within 10 Business Days of the Corporation making a request for same;
- m) Provident shall have the right to demand payment of a security deposit by the unit owners, as provided in Appendix 1 to the Conditions of Service.
- n) When a unit owner sells a unit owned by it, Provident shall complete the final meter reading on the closing date, bill the unit owner and resolve any deposit issues.

4.2 Provident's Representations and Warranties.

Provident hereby represents and warrants to the Corporation as follows:

- (a) that Provident is a corporation duly incorporated, is valid and subsisting under the laws of Ontario and is authorized to carry on business in Ontario. Provident has all necessary corporate power, authority and legal capacity to enter into this Agreement and to perform all of its obligations under this Agreement. Provident has taken all necessary corporate or other actions and proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Agreement. This Agreement has been duly executed and delivered by Provident and is a legal, valid and binding obligation of it enforceable against it in accordance with its terms;
- (b) none of the execution, delivery or performance of this Agreement by Provident will constitute or result in a violation or breach of or default under, or cause the termination of or the acceleration of any obligations of Provident under any term or provision of any:
 - (i) of its articles, by-laws, shareholders agreement or other constating documents,
 - (ii) contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Provident is a party or by which it is bound, or
 - (iii) Applicable Law or order of any court or other Governmental Authority;
- (c) that Provident is not required to obtain any consent, approval or waiver of a party under any contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Provident is a party or by which it is bound to any of the transactions contemplated by this Agreement. Provident is not required to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority as a condition to the lawful performance by it of this Agreement;
- (d) that there are no actions, suits, proceedings or other claims pending or, to its knowledge, threatened, against or affecting Provident, at law or in equity or before or by any Governmental Authority, which could affect its ability to perform its obligations under this Agreement;
- (e) that Provident has all necessary licenses, authorizations and certifications to provide the Services and associated services as contemplated by this Agreement in Ontario;
- (f) that Provident is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada); and

**ARTICLE 5
PAYMENTS AND BILLING PROCEDURE**

5.1 Payments and Reporting

The following provisions shall apply throughout the Term:

- (a) The Corporation shall make the requisite arrangements and shall cause the Bulk Bills to be issued by the local electricity and water suppliers directly to Provident (as agent for the Corporation) as opposed to the Corporation, at which time, Provident shall pay the Bulk Bills in full on a monthly basis and shall read the individual check meters in respect of the cold water, hot water and electricity consumption of each of the units and shall invoice, on a monthly basis, each of the unit owners and/or occupants for their respective consumption of cold water, hot water and electricity (including all applicable regulatory charges and taxes applicable thereto), together with the Administration Fee (as set out in Schedule "D") charged on a per unit basis by Provident, based on the readings supplied by the Submetering System;
- (b) The Corporation shall pay directly to Provident, the Corporation's Share of each of the Bulk Bills (together with applicable HST) within seven (7) days of receipt of each invoice from Provident. The "Corporation's Share" of the Bulk Bills means the amount of the total subject Bulk Bill (net of HST) less the aggregate amount of all Invoices issued by Provident in respect of such Bulk Bill net of the Administration Fee and net of HST on such Invoices. In order to facilitate such periodic payment, the Corporation shall participate in a pre-authorized payment plan with Provident and shall execute and deliver such bank forms and authorizations (including the provision of an unsigned cheque marked "void" from its bank account to be used for such purpose) as may be reasonably required from time to time by Provident in order to implement such pre-authorized payment plan. The Corporation's Share of each of the Bulk Bills (together with applicable HST) shall be payable and concomitantly withdrawn pursuant to such pre-authorized payment plan, seven (7) days following receipt of each invoice for same from Provident. The Corporation acknowledges that failure to maintain such pre-authorized payment plan with Provident throughout the Term, and/or any default in making requisite payments of the Corporation's Share as required hereunder may (without derogation of any other rights of Provident including as set out in Section 6.2 hereof) result in Provident electing not to pay the subject Bulk Bill(s) and/or the termination of the supply of electricity, hot water or cold water to the common areas/amenities of the Building, subject to all Applicable Laws.;
- (c) Provident shall on a monthly basis, within a timely manner after the Processing Date, provide the Corporation with a written statement setting out the names of the respective unit owners or occupants, the amounts payable by each unit owner or occupant, the aggregate amount of such payments and the applicable fees payable to Provident.
- (d) Any dispute with respect to the calculation of the Corporation's Share that cannot be resolved by the parties hereto within 90 days of written notice of a complaint then such matter shall be referred to arbitration to be conducted in the manner hereinafter set forth. The party desiring such arbitration shall give written notice to that effect to the other party and shall on such notice appoint a disinterested person of recognized competence in the field involved as arbitrator on its behalf. Within five (5) business days thereafter, the other party shall, by written notice to the original party, either accept the first person as the sole arbitrator or shall appoint a second disinterested person of recognized competence in such field as arbitrator on its behalf. If the other party chooses a second arbitrator, then the arbitrators thus appointed shall appoint a third disinterested person of recognized competence in such field, and such three arbitrators shall as promptly as possible determine such matter provided, however, that:
 - (i) if the second arbitrator shall not have been appointed as aforesaid, the first arbitrator shall proceed to determine such matter; and
 - (ii) if the two arbitrators appointed by the parties shall be unable to agree, within five (5) business days after the appointment of the second arbitrator, upon the selection of such third arbitrator, they or either of

them shall give written notice of such failure to agree to the parties, and if the parties fail to agree upon the selection of such third arbitrator within five (5) business days after such notice is given by the arbitrators or either of them as aforesaid, then either of the parties, upon written notice to the other party at any time thereafter, may request such appointment in accordance with the provisions of The Arbitrations Act of Ontario, or any successor to that Act.

The parties shall each be entitled to present evidence and argument to the arbitrators. The costs of arbitration shall be determined by the arbitrators having regard to the provisions of this Agreement and any surrounding circumstances. Any arbitration hereunder shall be conducted in accordance with the provisions of the Arbitrations Act of Ontario, or any successors to that Act, insofar as the same are not in conflict with any of the provisions of this Agreement.

- (e) In all cases, despite the absence of an executed Customer Services Agreement, the taking or use of cold water, hot water or electricity by any unit owner and/or occupant constitutes the acceptance of the terms of Provident's Customer Services Agreement, and applicable charges and/or fees, pursuant to the Customer Services Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 Term.

The term of this Agreement shall begin as of the date set out herein and end ten (10) years thereafter (the "**Term**"). This Agreement shall continue on a month-to-month basis upon the expiry of the initial Term, subject to the right of either the Corporation or Provident to terminate this Agreement any time after the expiry of the initial Term on sixty (60) days prior written notice to the other party.

6.2 Termination for Breach.

This Agreement may be terminated by either party upon a breach of any material term of this Agreement by the other party (the "**Defaulting Party**") if such breach is not cured within sixty (60) days of the Defaulting Party receiving written notice of such breach from the other party (the "**Non-Defaulting Party**"). Upon receipt of such a written notice, the Defaulting Party shall take reasonable commercial efforts to cure such breach within the applicable cure period. Notwithstanding the foregoing, if, in the case of a breach of an obligation that is not a payment obligation that is not reasonably capable of being cured within the 60 day cure period, the Defaulting Party has begun to take commercially reasonable efforts to commence to cure such breach within such 60 day period then the Non-Defaulting Party shall not have the right to terminate this Agreement for such breach for so long as the Defaulting Party diligently takes commercially reasonable efforts to cure such breach.

6.3 Additional Rights of Termination.

- (a) This Agreement may be terminated by either party if:
- (i) the other party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
 - (ii) the other party institutes any proceeding or executes any agreement to authorize its participation in or commencement of any proceeding:
 - (A) seeking to adjudicate it a bankrupt or insolvent, or
 - (B) seeking liquidation, dissolution winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario); or
 - (iii) any proceeding is commenced against or affecting the other party:

- (A) seeking to adjudicate it a bankrupt or insolvent;
 - (B) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario); or
 - (C) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any material part of its property;
- and such proceeding is not being contested in good faith by appropriate proceedings and, if so contested, remains outstanding, undismissed and unstayed more than 60 days from the commencement of such first mentioned proceeding.
- (a) This Agreement shall automatically terminate on the date a Governmental Authority having jurisdiction with respect to the subject matter of this Agreement issues an order that requires the termination of this Agreement that is not subject to appeal or other review (or that Provident in its discretion declines to appeal or seek review of), that any Applicable Laws, or any change thereto, necessarily preclude either party from performing its obligations under this Agreement.
 - (b) The Corporation shall be entitled to terminate this Agreement at any time upon delivery of written notice of termination by the Corporation to Provident, in which case this Agreement shall terminate on the later of the termination date set out in such notice and 60 days from the date of delivery of such notice.

6.4 Consequences of Termination

Upon termination of this Agreement and in addition to any other rights that each party may have under law:

- (a) the Corporation shall pay Provident all of Provident's accounts receivable from the unit owners as of the date of termination, by the third day immediately following the date of termination and Provident shall assign its rights with respect to such accounts receivable to the Corporation upon receipt of such payment.
- (b) Notwithstanding any termination of this Agreement, and in recognition of the fact that the Bulk Bill is issued by the local utility supplier in the month following the consumption of the utility referred to therein, it is understood and agreed that Provident shall continue to provide the services described herein with respect to the last fully completed month immediately preceding such termination, such that it will, in the month following the month in which notice of termination has been given, pay the Bulk Bill pertaining to such last month, read the Submetering System and issue Invoices to the unit owners and/or occupants and shall also attend to the collection of the Invoices.

ARTICLE 7 GENERAL PROVISIONS

7.1 Further Assurances.

Each of the parties hereby covenants and agrees that at any time and from time to time after the date of this Agreement it will, upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, documents, deeds, assignments, transfers, conveyances and assurances as may be necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the transactions contemplated hereby.

7.2 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery (including by prepaid courier) or by facsimile transmission with the original to follow by mail addressed to the recipient

as follows:

- (a) in the case of the Corporation:
Toronto Standard Condominium Corporation No. _____
Toronto, ON
Attention: _____
Fax No: _____
- (b) in the case of Provident:
Provident Energy Management Inc.
20 Floral Parkway,
Concord, Ontario
L4K 4R1
Attention: Ralph Simone
Email: RSimone@pemi.com

or such other address, facsimile number or individual as may be designated by notice by a party to the other party. A communication shall be conclusively deemed to have been given, sent, delivered and received: (i) if personally delivered on a Business Day, on that day; (ii) if personally delivered on a day that is not a Business Day, on the next Business Day; (iii) if sent by facsimile transmission on a Business Day, and the sending party obtains confirmation that all pages of the communication have been successfully transmitted before 2:00 p.m. (recipient's time), on that day or, if some or all pages of the communication are successfully transmitted after 2:00 p.m. (recipient's time) on the next Business Day; and (iv) if sent by facsimile transmission on a day that is not a Business Day, on the next Business Day. If a communication is sent by facsimile and if, before the time at which the communication would be deemed to have been given as provided above, the receiving party informs the sending party that the communication has been received in a form that is unclear in a material respect, the giving of that communication is ineffective and the sending party shall be responsible for sending another communication. If a party who has sent a communication by facsimile knows or ought reasonably to know of any discontinuance or interruption which might affect the delivery of the original by mail, any such communication shall not be mailed but shall be given by personal delivery. No party shall prevent, hinder or delay, or attempt to prevent, hinder or delay the service on that party of a communication.

7.3 Expenses of Parties.

Each of the parties shall bear its own expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

7.4 Assignment.

- (a) Subject to Section 7.4(b), neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by either party, except that Provident may assign this Agreement, in whole or in part, to a third party with the consent of the Corporation, which consent will not be unreasonably withheld.

(b) The Corporation acknowledges and agrees that, for financing purposes, Provident may, from time to time, sell, assign and/or grant a security interest in, (each, a "Transfer") to one or more persons (each, including any agent of such persons and their respective successors and assigns, being a "Transferee"), without the Corporation's consent, all of Provident's right, title and interest in and to (A) all or any part of the termination payment contemplated under Section 6.4(a)(ii) and the payment contemplated under Section 6.4(b) (but only insofar as that payment relates to the aggregate monthly fees payable by the applicable unitholders, as such monthly fees are more particularly described in the attached Schedule "D" hereto), together with, in each case, all applicable taxes thereon (collectively, the "Relevant Payments"), (B) the rights of Provident to demand, collect and otherwise enforce payment of all or any part of the Relevant Payments, (C) the Submetering System that relates to the Relevant Payments, and (D) all proceeds thereof. A Transfer for "financing purposes" means a Transfer to one or more Transferees that funds commercial activities of Provident (including any interim Transfers made in connection with any such financing) and any such Transfer will not relieve Provident from its obligations under this Agreement and shall not preclude the Corporation from enforcing its rights hereunder against Provident. If the Corporation is given written notice of any Transfer permitted by

this Section 7.4(b), then the Corporation agrees: (i) to acknowledge in writing any such Transfer; (ii) that neither Provident nor any Transferee will have the authority to elect to remove all or any part of the Submetering System from the Building, as contemplated by Section 6.4(a), and that only the option in Section 6.4(a)(ii) may be elected if this Agreement is terminated; (iii) to pay all Relevant Payments, as directed by the applicable Transferee; and (iv) not to assert against any Transferee any defenses, set-offs or counterclaims which it may have against Provident or any other person.

7.5 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

7.6 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, statements, expressions of interest, bid letters, letters of intent, promises, information, arrangements, understandings, negotiations and discussions, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

7.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Corporation or Provident, as applicable. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

7.8 Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

7.9 Dispute Resolution.

In the event of a dispute regarding any matter related to this Agreement, including its interpretation, which the parties have attempted unsuccessfully to resolve with good faith negotiations, the parties acknowledge and agree to refer the dispute to a mediator. If the mediation does not result in the dispute being resolved, the parties agree that the dispute shall be determined by arbitration in accordance with the *Arbitration Act* (Ontario). Until the dispute is resolved, the parties shall continue to honour their respective obligations under this Agreement including those in Section 5.1(d).

7.10 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by all of the parties in writing, provided that certain of the Schedules hereto may be amended by Provident as specified in this Agreement.

7.11 Severability.

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be

affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.12 Force Majeure.

No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, disturbances or any act of God or other cause which frustrates the performance of this Agreement, but this shall not include failure to perform as a result of financial inability or from failure to act diligently.

7.13 Counterparts.

This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF format and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7.14 Negotiation.

This Agreement has been negotiated and approved by counsel on behalf of all parties and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party by reason of the authorship of any of the provisions hereof.

7.15 Independent Legal Advice.

Each party acknowledges that it:

(a) has read and understood this Agreement; and

(b) has had the opportunity to obtain independent legal advice in connection with this Agreement and the provisions hereof and either has obtained independent legal advice or has chosen not to do so.

7.16 Relationship of the Parties.

The parties acknowledge and agree that (i) the relationship between the Corporation and Provident shall be that of independent contractor, (ii) the Corporation and Provident are not partners or joint venturers with each other or agents of one another, (iii) nothing herein shall be construed so as to make the Corporation or Provident partners, joint venturers or agents or to impose any liability as partner, joint venturer or agent on the Corporation or Provident. Nothing in this Agreement confers on either party any authority to act, or hold such party out as agent, for the other party or to bind the other party to perform any obligation to third parties, and the parties shall so inform all third parties with whom they deal.

7.17 Survival of Provisions.

Sections 2.4, 2.5, 3.1(f), 5.1(e), 6.4, 7.1, 7.2, 7.8, 7.9, 7.16 and 7.17 shall survive termination of this Agreement.

7.18 Intention

For the purposes of clarity, the parties wish to confirm that Provident has been retained as the exclusive provider of the Services to the Condominium and to the Unit owners throughout the Term. As such, the parties hereto intend that Provident provide the Services to and in respect of all rooms, areas and facilities that are separately metered or submetered for utilities, the consumption of which is included within a particular Bulk Bill, whether or not any such room, area or facility composes a condominium unit in whole or in part and whether or not any such room, area or facility is physically located within the confines of the Building and/or the Corporation. As a consequence of the foregoing, Provident will issue periodic Invoices with respect to the consumption of Utilities included within the Services (including the amounts set forth in Schedule "D") not only to the owners/Occupants of condominium units, but also to the Corporation with respect to all such rooms, areas and facilities whether or not any of same constitute condominium units (in whole or in part) and the Corporation will correspondingly pay

Provident the amount set forth in such Invoices in accordance with the terms thereof.

7.19 Confidentiality

The parties hereto shall treat the financial particulars of this Agreement in the strictest confidence and shall not disclose such financial particulars to any Persons other than in strict confidence to their respective professional advisers and/or partners or to potential purchasers or lenders if and when required or as required by Applicable Laws.

signature page follows

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Toronto Standard Condominium Corporation No. _____

Provident Energy Management Inc.

Per: _____

Per: _____

Name: _____

Name: Ralph Simone

Title: _____

Title: President

Per: _____

Per: _____

Name: _____

Name: Marco Pisterzi

Title: _____

Title: Authorized Signing Officer

We have authority to bind the Corporation.

We have authority to bind the Corporation.

Schedule "A"

Building

Name of Building: 28 Eastern Condominium resi

Municipal Address of Building: 28 Eastern Avenue, Toronto,

Number of Units: 378 Dwelling Units; ___EV charging stations

Schedule "B"

Services

Provident shall complete the following pursuant to the terms of the Agreement and in accordance with the Conditions of Service, as applicable:

- 1) Complete the design and supply of the Submetering System (which shall be installed by the Developer) in order to provide a comprehensive read, bill, collect and remittance service for electricity, hot water and cold water consumed by Unit owners and/or Occupants.
- 2) Maintain, repair, replace, test, commission and (re)certify the Submetering System in accordance with best industry practices and Applicable Laws.
- 3) Provide billing services to all unit owners and/or occupants.

Schedule "C"

Specifications of the Submetering System

Provident will operate and maintain the Submetering System as described below with the specific demarcation points as noted. Provident owns only the Submetering System. Provident does not maintain any structures unless specifically described herein or elsewhere in this Agreement. All structures, housing and/or supporting water, mechanical and/or electrical infrastructure and Submetering System are the responsibility of the Corporation.

The point of demarcation between the local distribution Company and the Electricity System shall be the point where Provident secures its Current Transformers

The assets that Provident shall operate and maintain consist of:

- (a) Multi-Tenant Smart Meter Panels
- (b) 200AMP/5 AMP Current Transformers
- (c) All Intra Floor DLC/PLC communication cabling
- (d) GWF M-Bus capable (or equivalent) Suite Cold Water Meter
- (e) GWF M-Bus capable (or equivalent) Suite Hot Water Meter
- (f) GWF M-Bus capable (or equivalent) Central Hot Water Meter
- (g) GWF M-Bus capable (or equivalent) Central Cold Water Meter
- (h) Dressor (or equivalent) Natural Gas Meters
- (i) All Intra Floor M-Bus communication cabling
- (j) Central Meters, Central Computers, Level Converters and all m-bus related equipment

All infrastructures located beyond the Submetering System and/or metering points, including all wiring to individual units and common areas, electrical equipment and electrical accessories are common elements of and are the responsibility of the Corporation.

Schedule "D"

Fees

Administration Fee

Provident shall charge to the tenants for electricity, on each Invoice an administration fee equal to \$16.95 for reading, billing, collection and remittance services provided for under the terms of this contract. Such fee is subject to reasonable annual increases.

Monthly Water Metering Fee

Provident shall charge to the unit owners on each Invoice a Water Metering fee equal to \$7.90 per suite, for reading, billing, collection and remittance services provided for under the terms of this contract. Such fee is subject to reasonable annual increases.

E-Bill Discount

Provident will provide an e-bill discount of \$1.00 per invoice for those unit owners or occupants who receive their monthly invoice by electronic mail only (no paper copy).

Other Charges

Provident shall charge other amounts as applicable subject to its Conditions of Service, as may be amended from time to time.

Schedule "E" Customer Services Agreement



CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Provident Energy Management to customerservice@pemi.com or fax to 416-736-4923

Fields marked with an asterisk (*) are required.

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:	Electrical Vehicle Parking Unit No.	
Primary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:	Email:		
Mailing Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:		
Secondary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:	Email:		
Deposit: Please be aware there is a security deposit on all residential and commercial accounts. Residential customers are required to pay a security deposit of \$150.00 and Retail/Commercial customers are required to pay a security deposit of \$500.00					
Landlords: By signing this agreement you agree to be the interim account holder for the services to the Rental property. You understand that whenever a tenant calls to close their Provident account, you will automatically assume responsibility for the utility account and continued services starting on the Tenant's termination date and until such time as a new tenant establishes an account with Provident. No reconnection or new account charges will apply to you under this option.					
Landlord Signature x _____		Date: _____			
PAPERLESS E-BILLING REGISTRATION & TO VIEW YOUR CONSUMPTION					
Sign up directly on our website, www.pemi.com . To sign up, please wait for your first Provident Energy Bill.					

Provident Energy Management Inc. ("Provident") has been retained by the developer, the owner, the condominium corporation and/or the authorized agent, as applicable (the "Owner/Condominium"), of the premises in which the above-noted Service Address is located (the "Premises") to supply the Services (as defined below) including meter reading, billing and collection services. The terms and conditions set out in this agreement comprise the legally binding agreement between the individual(s) named as Primary Account Holder and Secondary Account Holder (if any) ("Customer") and Provident governing the Customer's use of the Services (as defined below). Where the Services include the monitoring and recording of electricity usage within the Premises, this Agreement will be subject as well to Provident's Conditions of Service, a copy of which is available at pemi.com or can be obtained from a Provident representative and is incorporated herein by reference. In consideration of Provident providing the Services, and for other good and valuable consideration, the receipt of which is acknowledged by the Customer, the Customer acknowledges and agrees as follows:

1. The Customer confirms that he is the purchaser/owner, occupant and/or tenant of the Service Address noted above (the "Unit"), located in the Premises.
2. The Customer acknowledges that Provident will provide the following services (the "Services") to the Unit for the term contemplated with the Owner/Condominium:
 - a. Provident shall measure and record actual electricity, gas, hot water, cold water and/or thermal energy use for the Unit, as per its contract with the Owner/Condominium (such contracted utilities referred to as the "Metered Utilities").
 - b. Provident shall ensure the subject sub-metering system is operating properly;
 - c. Provident shall, monthly, prepare invoices showing the amount of Metered Utilities consumed at the Unit, as applicable, and the amount payable by the Customer for the Metered Utilities consumed and the Services;
 - d. Provident shall issue monthly invoices by mail or email. Unless otherwise specified by the Customer, Provident shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
 - e. Provident shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with Provident's Schedule of Charges for the Premises, available on request by contacting Provident.
3. The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by Provident under this agreement as set forth in invoices delivered by Provident pursuant to this agreement and in accordance with Provident's agreement with the Owner/Condominium, being in accordance with Provident's Schedule of Charges for the Premises (the "Schedule of Charges"), available on request by contacting Provident. Such Service Fees are subject to change from time to time. The Customer understands that the charges for Metered Utilities will be based on measurements by the sub-metering system for the Unit (which, as a portion of such consumption charges are being collected by Provident on behalf of the Owner/Condominium).
4. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, or occupancy date, as applicable in respect of the Unit). In the event that the Customer does not have an account with Provident, the Customer agrees to contact Provident by telephone at 1-818-758-0930 to set-up an account on or before such effective date.
5. In the event the Customer rents/sublets the Unit to a third party and the costs and expenses relating to the supply of Metered Utilities are not included in the rent, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees for the term of such lease/occupancy. Such Customer Services Agreement entered into with such third party will not relieve the Customer

of its obligations to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit for so long as it is an owner/tenant/occupant of the Unit. In the event the Customer sells the Unit to a third party, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees.

6. The Customer shall provide written notice to Provident of his/her intent to sell, rent, vacate and/or seisein the Unit and of his/her forwarding address. This notice must be provided to Provident at least 10 days prior to the Customer vacating the Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Unit, Provident will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposits held by Provident to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by Provident to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Provident for the Services shall continue until Provident has made a final reading and the final invoice is paid.
7. The Customer acknowledges that Provident is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Provident is not in any way in control of or responsible for the supply of Metered Utilities to the Premises and/or to the Unit.
8. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided Provident with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Provident and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify Provident forthwith of such change or modification. In the event that, in connection with any such actual or proposed change or modification, Provident determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Provident to complete all related repairs or other work or improvements to such sub-metering system. Furthermore, any and all such changes shall only be undertaken in accordance with applicable laws.
9. In the event that it is in response to a request by the Customer for an inspection of the meters in respect of the Unit, Provident determines, acting reasonably, that the meters do not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by Provident in the Unit, in accordance with the Schedule of Charges. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, tamper or damage the sub-metering system and agree to indemnify Provident in respect of any losses, costs, expenses or damages caused thereby.
10. The Customer agrees to provide Provident with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the provision of the Services and in connection therewith will authorize site personnel at the Premises to grant Provident access to the Unit.
11. Customer will pay each invoice issued by Provident in respect of the Metered Utilities together with the Service Fees on or before the due date and in the manner specified on each invoice and in accordance with the Schedule of Charges. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
12. If the Customer fails to pay any charges due to Provident under this agreement, then Provident, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of Metered Utilities to the Unit until such time as such charges are paid in full. Provident shall have no liability whatsoever for the consequences flowing from the disconnection of Metered Utilities due to the Customer's failure to pay invoices or otherwise.
13. Provident shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when Provident is prevented from such performance by reason of any condition or occurrence which is beyond the control of Provident and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly.
14. Provident shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill, loss of data or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
15. No director, officer, shareholder, employee, agent or other representative of Provident shall be liable at law to the Customer, an occupier of the Unit or a visitor to the Premises or Unit for any claim whatsoever arising out of or pertaining to the provision of the Services.
16. The Customer hereby consents to Provident providing consumption and payment information in respect of the Unit to the Owner/Condominium and/or the subject property manager, and otherwise as may be permitted by law.
17. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages from Provident, its affiliates or authorized service providers in accordance with the terms of Provident's Privacy Policy which is available at www.provident.com. Provident agrees that any personal information provided by the Customer (or by the Owner/Condominium) shall be subject to applicable laws and

Provident's Privacy Policy. The Customer agrees that Provident may undertake a credit reference check of the Customer and Provident agrees that the results thereof shall be handled by Provident in accordance with the Privacy Policy and applicable laws. The Customer may contact Provident's Privacy Officer to discuss any question or concerns related to Provident's Privacy Policy or how the Customer's information is being handled by contacting Provident's Privacy Officer by: email at Info@provident.com, telephone at 416-726-0260, or mail at:

Provident Energy Management
20 Floral Parkway
Concord, Ontario
L4K 4R1
Attention: Privacy Officer

18. The Customer hereby consents to Provident, its affiliates, related parties and/or authorized service providers contacting him/her in respect of, and/or providing notice from time to time of, other services or wires that may be of interest to the Customer. The Customer may withdraw such consent on written notice. Provident may periodically provide the Customer with information concerning Metered Utilities cost savings and conservation measures to assist in reducing consumption and related costs.
19. This agreement may be terminated by Provident by giving the Customer notice thereof, in which case Provident may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph 5 hereof apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
20. Any notice required or permitted under this agreement may be given by Provident to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received on the 3rd day following mailing. Where the Customer has selected paperless e-billing, Provident shall have the right to deliver notices required or permitted under this agreement electronically and such notice shall be deemed to have been received upon completion of such electronic transmission. The Customer shall give any notice to Provident by facsimile transmission to 416-726-4823 or ordinary mail (in which case the notice shall be deemed to have been received on the 3rd day following mailing) to Provident Energy Management Inc. 20 Floral Parkway, Concord Ontario, L4K 4R1.
21. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of the agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
22. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Provident may assign any of its rights and obligations under this agreement and upon such assignment, Provident is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customer under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
23. This agreement, including Provident's Conditions of Service (where monitoring and recording of electricity usage is provided by Provident), constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or understandings whatsoever, and no subsequent or concurrent situation or other whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that Provident may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service and/or Schedule of Charges without notice to the Customer except as may be required by applicable law.

CUSTOMER SIGNATURE*

This agreement is dated as of the _____ Day	
of _____, 20 _____	
X	_____
Primary Account Holder's Signature	
X	_____
Secondary Account Holder's Signature	