

50 CURZON STREET CONDOMINIUM

BUDGET STATEMENT FOR THE FIRST YEAR OF OPERATIONS

March 2017

50 CURZON STREET CONDOMINIUM

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 50 Curzon Street, Toronto, Ontario.

REVENUE

Common Element Fees	\$323,625	
TOTAL REVENUE		\$323,625

ADMINISTRATION

Management Fees	\$26,849	
Insurance	29,400	
Legal	1,130	
Audit	5,848	
Office Expenses	900	
TOTAL ADMINISTRATION EXPENSES		\$64,127

UTILITIES

Electricity	\$31,000	
Water	37,000	
Less In-Suite Consumption Recovery	(29,000)	
Geothermal Heating and Cooling / Green Loan	71,000	
Water Discharge Agreement	5,000	
Telephones	1,000	
TOTAL UTILITIES		\$116,000

CONSULTING

Performance Audit	\$11,865	
TOTAL CONSULTING		\$11,865

MAINTENANCE & REPAIRS

Building Repairs & Maintenance	\$1,500	
Building Supplies	500	
TOTAL REPAIRS & MAINTENANCE		\$2,000

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Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 50 Curzon Street, Toronto, Ontario.

CONTRACTS

Contract Cleaning	\$36,196	
Landscaping & Snow Clearing	17,600	
Life Safety & Security System Maintenance	4,000	
Garage Mechanical Equipment Maintenance	3,600	
Waste Removal	6,800	
Tractor Lease	4,000	
Pest Control	1,300	
Garage Sweep	1,200	
Garage Door Maintenance	1,000	
TOTAL CONTRACTS		\$75,696

RESERVE FUND

Reserve Fund Provision	\$46,593	
Reserve Fund Provision for Reserve Fund Study	7,345	
TOTAL RESERVE FUND		\$53,938

TOTAL EXPENSES		\$323,625
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If registration of the declaration and description occurs after December 31, 2017, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.

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NOTES TO THE BUDGET

I. INDIVIDUAL UNIT ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the unit's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

$$\$323,625 \text{ divided by } 12 = \$26,968.75$$

2. Monthly Individual Common Element Assessment:

Individual unit monthly common element assessments are determined by multiplying the total monthly common element assessment (\$26,968.75) by the percentage contribution to common expenses of each unit. Please see the Schedule at the back of this Budget Statement for the individual unit monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION

\$64,127

a. Management Fees

\$26,849

This covers the cost of the services of a property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$1,980.00 per month, inclusive of all start up fees, plus the H.S.T. for part time property management.

b. Insurance

\$29,400

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

c. Legal

\$1,130

Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$1,000 plus the H.S.T.

d. Audit

\$5,848

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.

e. Office Expenses

\$900

This budgeted amount provides for any office expenses directly related to the operation of the corporation including various office supplies, photocopying, mailings, the annual general meeting, CCI membership, bank charges and other such expenses.

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NOTES TO THE BUDGET

2. UTILITIES

\$116,000

a. Electricity

\$31,000

The budget is based on comparable property requirements and the current rates from Toronto Hydro of 10.3 cents per kilowatt hour and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes electricity for the common areas only. Each residential unit will be separately metered or check metered and the cost of electricity to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 10.8 cents per kilowatt hour and administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

b. Water

\$37,000

The budget is based on comparable property requirements and the current rates from the City of Toronto website of \$3.6225 per cubic metre for water and waste water and have been escalated by 5% and compounded annually. The budget includes water and waste water costs for the common areas and residential units on a bulk billing basis. Each residential unit will be separately sub-metered or check metered and the cost of both water and waste water to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses (Please see Note c. below). Therefore, although, as indicated water service will be bulk billed to the Condominium, the foregoing will in turn result in a recovery or reduction in the ultimate common expense water and waste water charges to the Condominium as the bulk bill amount will be offset by the individual charges for the sub-metered consumption for each residential unit, payment of which will be the responsibility of the owner of the residential unit in addition to their common expense payments. Should the rates for water at time of registration be greater than \$3.8036 per cubic metre for water and waste water, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

c. Less In-Suite Consumption Recovery

(\$29,000)

It is currently anticipated that consumption of water and waste water within the residential units will be read by a third party company, in order to apportion and bill attributable costs amongst the owners and the Corporation (for water usage in common areas) based on a sub-meter reading. The total cost of each residential unit's water and waste water consumption, will be invoiced back to each unit based on their individual sub-meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that this Recovery System Process, is not allowed or unable to be implemented, then it would result in an increase in common expenses by an average of approximately \$43.94 per residential unit per month, and this amount would form part of the common expenses in the future. Please refer to the Disclosure Statement for further details.

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NOTES TO THE BUDGET

d. Geothermal Heating and Cooling / Green Loan

\$71,000

The estimated cost to provide sustainable heating and cooling to the common elements and the residential units based on the occurrence of one of the following two scenarios:

(i) The Residential Units will be supplied with geothermal energy for heating and cooling by the Geothermal Company, as such term is defined in the Disclosure Statement. It is anticipated that this geothermal energy will be supplied on a contract basis with escalations over the life of the term based on market rates and/or conditions related to similar utilities. In such instance, the estimated costs herein represent the annual cost of geothermal energy to each unit of the Condominium. Please refer to the Disclosure Statement for further details.

(ii) The Condominium Corporation may be obligated to purchase from the Declarant, the Geothermal Unit(s) including all or part of the Geothermal System, as described in section 6.4(g) for the Geothermal Purchase Price (approximately \$800,000 inclusive of HST) ("Geothermal Purchase Price").

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will be obligated to either enter into or assume a loan, which may be classified as a green loan, to be arranged by the Declarant with a lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price and possibly land transfer tax, if any ("Loan").

It is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum. It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant's discretion, the Loan may have a term and amortization period of ten (10) years. The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month. Please refer to the Disclosure Statement for further details.

e. Water Discharge Agreement

\$5,000

The estimated cost to pay to the City, for the discharge of Private Water. The amount will be calculated 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. Please refer to IV. General Note to the Budget M.

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NOTES TO THE BUDGET

f. Telephones	\$1,000
The cost of the phone line for the life safety system at the commercial rate.	
3. CONSULTING	\$11,865
a. Performance Audit	\$11,865
The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.	
The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year expense of the corporation.	
The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.	
4. MAINTENANCE & REPAIRS	\$2,000
a. Building Repairs & Maintenance	\$1,500
This is the estimated cost for minor repairs to the common element areas only. This account is also used for the normal day-to-day maintenance to the common element areas.	
b. Building Supplies	\$500
This is the estimated cost for supplies, such as light bulbs, for the common areas.	

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NOTES TO THE BUDGET

5. CONTRACTS	\$75,696
<p>a. Contract Cleaning</p> <p>The estimated contract cost to supply contract cleaners to clean the common areas and assist with waste management logistics.</p>	\$36,196
<p>b. Landscaping & Snow Clearing</p> <p>Provision to maintain the common area landscaping and to clear snow and ice from the roadways in the winter, including the cost of sand and ice melting salt substitute.</p>	\$17,600
<p>c. Life Safety & Security System Maintenance</p> <p>To inspect and maintain the garage life safety systems during the year as required by law and/or as may be required.</p>	\$4,000
<p>d. Garage Mechanical Equipment Maintenance</p> <p>To maintain the common area garage equipment according to manufacturers' specifications.</p>	\$3,600
<p>e. Waste Removal</p> <p>The estimated cost to remove waste from the community for the year.</p>	\$6,800
<p>f. Tractor Lease</p> <p>The estimated lease cost for the tractor required for waste management logistics.</p>	\$4,000
<p>g. Pest Control</p> <p>To spray the common area garbage room once per month.</p>	\$1,300
<p>h. Garage Sweep</p> <p>The estimated cost to power sweep the underground garage once during the year.</p>	\$1,200
<p>i. Garage Door Maintenance</p> <p>Provision to inspect and maintain the Garage Door and allow for any repairs that may be required.</p>	\$1,000

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NOTES TO THE BUDGET

III. CONTRIBUTION TO THE RESERVE FUND	\$53,938
a. Reserve Fund Provision	\$46,593

The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 20%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

b. Reserve Fund Provision for Reserve Fund Study	\$7,345
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The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.

IV. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$323,625 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$6,500 plus H.S.T.; the cost of the Performance Audit is \$10,500 plus H.S.T.; the cost of both the turn over and year end financial audits is \$5,175 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- d. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- e. As stated in the notes above, 20% of the operating expenses will be paid into the reserve fund account. The provision is \$53,938.
- f. At the time of preparation of the Budget Statement, March 2017, the Declarant is Insolvent. Pursuant to an application of the senior creditors on May 31, 2016, the Ontario Superior Court of Justice issued an order appointing Alvarez & Marsal Canada Inc. as receiver and manager. The Appointment Order authorizes the Receiver among other things, to prepare this Budget for the Declarant.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.
- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$46,593 in the reserve fund account.
- j. As at the date of the foregoing Budget, March 2017, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.

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NOTES TO THE BUDGET

- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for purchasing garage remotes and/or keys for example and at rates to be established by the Board of Directors from time to time.
- m. The current estimates for the ground water discharge charges are based on the current rate of \$2.06 per cubic metre charged by the City of Toronto as of January 1, 2017. The City Toronto may impose rate increases from time to time and rate increases are beyond the control of the Condominium and/or Declarant. The overall ground water discharge costs are also based on the overall quantity of groundwater discharge originating from the from the Condominium once it is fully constructed. The Declarant's consultants have undertaken tests to determine the anticipated volume of groundwater discharge. However the rate and volume of ground water discharge may be affected by factors beyond the control of the Condominium such as development in the neighbourhood of the Condominium and/or the amount of annual rainfall and/or snow. In the event that the City of Toronto increases the charges for groundwater discharge and/or if the rate or volume of groundwater discharge is in excess of the estimates of the Declarant based on its testing, then the overall costs for groundwater discharge shall be increased and such increases shall not be deemed to be a material change regardless of the proportionate increase to the overall budget due to the increased charges.
- n. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after December 31, 2017. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 5%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.

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MONTHLY COMMON ELEMENT FEES

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	MONTHLY COMMON ELEMENT FEES BY UNIT
PARKING UNITS	A	66 units	\$49.95 each
BICYCLE STORAGE UNITS	A	33 units	\$14.95 each
STORAGE UNITS	A	2 units	\$19.95 each
GEO THERMAL UNIT	A	1 unit	\$0.00 each
1	1	1	\$484.05
2	1	2	\$470.80
3	1	3	\$470.80
4	1	4	\$470.59
5	1	5	\$470.59
6	1	6	\$470.59
7	1	7	\$470.59
8	1	8	\$470.59
9	1	9	\$486.74
10	1	10	\$487.77
11	1	11	\$470.80
12	1	12	\$470.80
13	1	13	\$470.80
14	1	14	\$470.80
15	1	15	\$470.80
16	1	16	\$469.97
17	1	17	\$470.18
18	1	18	\$469.77
19	1	19	\$483.84
20	1	20	\$384.71
21	1	21	\$378.09
22	1	22	\$378.71
23	1	23	\$385.95
24	1	24	\$407.48
25	1	25	\$390.09
26	1	26	\$376.02
27	1	27	\$362.78
28	1	28	\$408.10
29	1	29	\$398.78
30	1	30	\$385.33
31	1	31	\$434.58
32	1	32	\$426.52
33	1	33	\$424.45
34	1	34	\$437.48
35	1	35	\$367.54
36	1	36	\$358.84
37	1	37	\$365.26
38	1	38	\$373.12
39	1	39	\$367.74
40	1	40	\$359.05
41	1	41	\$354.50
42	1	42	\$376.64
43	1	43	\$366.09
44	1	44	\$357.40
45	1	45	\$363.40
46	1	46	\$376.85
47	1	47	\$366.09
48	1	48	\$364.43
49	1	49	\$435.21
50	1	50	\$425.07
51	1	51	\$434.59
52	1	52	\$442.24
53	1	53	\$434.79
54	1	54	\$425.27
55	1	55	\$444.73
TOTAL			\$26,968.75

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.
(hereinafter called the "Declarant")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "Description") for registration in accordance with the Act and which lands are sometimes referred to as the "Lands" or the "Property";
- B. The Declarant has constructed various buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1
INTRODUCTORY

1.1 Definitions

The terms used in the 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:

- (a) "Board" means the Corporation's board of directors;
- (b) "Bicycle Storage Units" means 33 Units on Level A;
- (c) "By-law(s)" means the by-law(s) of the Corporation enacted from time to time;
- (d) "Common Elements" means all the Property except the Units;
- (e) "Common Expenses" has the meaning ascribed thereto in the Act;
- (f) "Condominium" or "Corporation" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and the Description;
- (g) "Declaration" means this declaration and all amendments thereto and all Schedules referred to herein;
- (h) "Geothermal Company" has the mean ascribed to it in Section 4.6(f) herein;
- (i) "Geothermal Energy Supply Contract" has the mean ascribed to it in Section 4.6(f) herein;
- (j) "Geothermal Energy Supply Equipment" has the mean ascribed to it in Section 4.6(b) herein;
- (k) "Geothermal Energy Supply Uses" has the mean ascribed to it in Section 4.6(b) herein;
- (l) "Geothermal Purchase Price" has the mean ascribed to it in Section 4.6(e) herein;
- (m) "Geothermal Unit" means 1 or more Units on Level A;
- (n) "Geothermal Unit Mortgage" has the mean ascribed to it in Section 4.6(e) herein;
- (o) "Loan" has the mean ascribed to it in Section 4.6(e) herein;

- (p) "Owner" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (q) "Parking Units" means 66 Units on Level A;
- (r) "Residential Units" means Units 1 to 55, inclusive, on Level 1;
- (s) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;
- (t) "Storage Units" means 2 Units on Level A
- (u) "Units" means collectively, as the context may require, any portions of the Condominium which are designated as Units.

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 Exclusions/Inclusions of Units

The monuments controlling the extent of the Units are the physical surfaces mentioned in the Boundaries of Units in Schedule 'C' attached hereto.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, it is expressly stipulated and declared that:

(a) Residential Units

- (i) Each Residential Unit **shall include** their portion of the entire dwelling structure and all materials and construction associated thereto, including, but not limited to, all concrete/concrete block or masonry portions of load bearing walls, foundations or footings, all solely associated with their unit, all floor or roof assemblies and all exterior or interior walls, doors, or windows. Each Residential Unit **shall also include** all interior partition walls including an equal interest in the demising wall separating the Residential Units from each other. Each Residential Unit **shall also include** all pipes, wires, cables, conduits, ducts, mechanical, electrical and similar apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule 'C'. Each Residential Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Residential Unit, regardless of whether or not same are located outside the Residential Unit boundaries described in Schedule 'C'.
- (ii) Each Residential Unit **shall exclude** any load bearing wall, column or floor that provides support to another Unit or the Common Element, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical, electrical and similar apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Residential Unit and provide a service or utility to another Unit(s) or the Common Element.

(b) **Parking Units, Bicycle Storage Units and Storage Units**

- (i) Each Parking Unit, Bicycle Storage Unit and Storage Unit shall exclude, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit, Bicycle Storage Unit and/or Storage Unit.

(c) **Geothermal Room Unit**

- (i) The Geothermal Unit shall include all exterior doors, door frames, windows and frames (if applicable), louvers and gratings, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, including but not limited to any make up air units, which provide a service or utility to the Geothermal Unit only, regardless of whether or not same are located outside the Unit boundaries of the Geothermal Unit described in Schedule 'C'. The Geothermal Unit shall also include any supply/distribution pipes, wires, cables or conduits lines which extend from the Geothermal Unit throughout the building and property. The Geothermal Unit shall also include the geothermal field wells located below the slab and which extend into the soil below the building(s).
- (ii) The Geothermal Unit shall exclude any pipe, wire, cable, conduit, duct, shaft, mechanical or electrical apparatus, which provides a service or utility to another Unit or the Common Element. The Geothermal Unit shall also exclude any load bearing wall or column that provides support to another Unit or the Common Element, including but not limited to the underground garage walls, floors and ceiling slabs.

1.6 **Common Interest and Common Expenses**

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

1.7 **Address for Service, Municipal Address and Mailing Address of the Corporation**

The Corporation's address for service shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential, 2645 Skymark Avenue, Suite 101, Mississauga, ON L4W 4H2.

The Corporation's municipal address is 50 Curzon Street, Toronto, Ontario;

1.8 **Approval Authority Requirements**

The following are the conditions that have been imposed by the approval authority that are required to be included in this Declaration:

- (i) visitor parking shall form part of the Common Elements and neither be used by or sold to Unit owners or be considered part of the exclusive use portions of the Common Elements.

1.9 **Architect/Engineer Certificates**

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

ARTICLE 2 COMMON EXPENSES

2.1 Specification of Common Expenses

- (a) The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money 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 and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.
- (b) Hydro/Water:
 - (i) The consumption within the Residential Units and Common Elements of (i) electricity (hydro) and (ii) water (collectively, the "Metered Utilities") will be separately metered or check metered by one or more third party companies (collectively, the "Meter Reading Company"), in order to apportion and bill attributable costs amongst the individual Owners and the Corporation.
 - (ii) The Corporation and each Owner has or shall enter into or assume an agreement with the Meter Reading Company (the "Meter Reading Agreement"). The Meter Reading Agreement shall state, among other things, and the Owners and Corporation shall comply with the following:
 - (1) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.
 - (2) Each Owner or occupant of a Residential Unit shall enter into a separate supply and services agreement with the Meter Reading Company on or before taking occupancy of their Residential Unit in accordance with the Meter Reading Company's standard form agreement.
 - (3) Each Owner or occupant of a Residential Unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their Unit and the Meter Reading Company shall have the right to conduct credit checks on each owner or occupant of a Residential Unit.
 - (4) In the event that an owner or occupant fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the Residential Unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.
 - (5) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to section 112 of the Condominium Act, 1998 or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover its capital investment in the utility distribution system and all associated termination, disconnection and removal costs.
 - (iii) Each Owner and the Corporation shall receive from the Meter Reading Company and be responsible for, payment of the invoice with respect to the electricity and water consumption for his or her Residential Unit and the Common Elements, respectively. The Owner shall remit payment to the Meter Reading Company for electricity and water consumption, equipment and administrative fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

- (iv) Any monies owing with respect to invoices for electricity and/or water consumption and not paid to the Meter Reading Company by the Owner according to the terms of the invoice, may be paid by the Corporation to the Meter Reading Company, and may thereupon be a debt owed by the Owner of the Residential Unit whose occupants have consumed the electricity and/or water, and shall be collectable by the Corporation as if same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation and/or the Meter Reading Company shall be made in such manner and with such frequency as determined by the Board of Directors and/or the Meter Reading Company from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity and water consumption at a rate as determined by the Corporation and/or the Meter Reading Company.
- (v) Notwithstanding any other provisions of this Declaration, the Owner and the Corporation authorizes entry to Residential Units and the Common Elements by the Meter Reading Company or its subcontractors from time to time, as deemed necessary by the Meter Reading Company for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Residential Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Residential Unit if access to the Residential Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation and/or Meter Reading Company shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Residential Unit where payments owing for same are in arrears and/or to register a Common Expense lien against the Residential Unit.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the Common Expenses and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the reasonable full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

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:

- (a) 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;
- (b) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Unit;
- (d) 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;
- (e) may interfere with or impede the ability of the Manager to perform his/her duties;
- (f) would lead to a contravention by the Corporation or by other owners of the applicable zoning by-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property, including but not limited to, any development agreements, condominium agreements, utility agreements, site plan agreements and/or servicing agreements ("Development Agreements") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements;
- (g) will result in the municipality either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium.

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation and the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said action, contravention and/or the cancellation of any insurance policy 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 and/or the Declarant for any and all costs associated with the increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.

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 person or other entity pursuant to this Declaration, any By-law and/or the Rules.

Notwithstanding anything to the contrary herein, the Unit Owners and the Board are absolutely prohibited from altering the landscaping, grading and/or drainage patterns established by the Declarant in respect of the Condominium for a period of four (4) years from the date of registration of the Condominium.

3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of the Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements or any other Unit.
- (c) Each Owner, upon the reasonable request of the adjacent Residential Unit Owner or occupant, shall provide to such Owner/occupancy or to any of his or her workmen or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any such Owner's Unit. The Owner/occupant requesting access shall be responsible for any and all damage which is caused to the exclusive use Common Elements or any Unit.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, maintenance, storage, garbage or loading areas, the Geothermal Unit, the Declarant's marketing, sales, construction or customer service offices or areas, (except as otherwise set out in this Declaration) or any other parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time; and
- (b) This paragraph 3.3 shall not apply to any mortgagees holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

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

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

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

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

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

3.5 Declarant Rights

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 and unfettered 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 anyone 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;

until such time as all of the Units in this Condominium have been transferred by the Declarant.

3.6 Pets

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

3.7 Visitor Parking

Seven (7) parking spaces located on Level A shall form part of the common elements and shall be for the use of visitors to the Condominium (the "Visitor Parking Spaces"). The Visitor Parking Spaces may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Owners or for any other purpose whatsoever. There shall be no fee or charge for the use of the Visitor Parking Spaces. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales, management and customer service personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until one year after title to all units in the Condominium or in any other condominium project marketed by the Declarant or any of its subsidiaries or affiliates have been sold and transferred by the Declarant or the applicable subsidiary or affiliate. Please refer to the Rules for further restrictions with respect to the Visitor Parking Spaces.

For greater certainty, the Visitor Parking Spaces shall form part of the Common Elements and neither be used by or sold to Unit owners or be considered part of the exclusive use portions of the Common Elements.

ARTICLE 4 UNITS

4.1 General Restrictions

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

- (a) No Residential Unit shall be occupied or used by an Owner or 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) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Residential Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, or results in the municipality either holding back or drawing upon any letter of credit which has been provided to the municipality as security pursuant to any Development Agreements, or alternatively, will require that the Declarant repair or replace any installation, facility or service within the Condominium, then such Owner shall indemnify and save the Corporation and/or the Declarant harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation and/or the Declarant may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy 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 and/or the Declarant for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation and/or Declarant for all other costs, expenses and liabilities suffered or incurred by the Corporation and/or the Declarant as a result of such Owner's breach of the foregoing provisions of this subparagraph and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses, and if due and owing to the Declarant, shall be collected by the Corporation as aforesaid and paid to the Declarant. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.
- (b) No exterior aerial antenna or satellite dish shall be placed on the Property, including Residential Units and Common Elements.
- (c) No one shall, by any conduct or activity undertaken in or upon any part of any Residential Unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

4.2 Residential Units

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

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction/services offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or

outside any unsold Unit, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.

- (b) The Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, amongst other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall there be more than two (2) pets in any Residential Unit. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit and no dogs that will be a danger to residents shall be permitted in any Residential Unit or on the Common Elements. Such Owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and the Common Elements. No breeding of animals, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the Common Elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat or caged bird, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (d) No Owner, without consent in writing from the Board, which consent may be unreasonably and arbitrarily withheld, shall install or construct any permanent or semi-permanent form of enclosure of any balcony, terrace or outdoor patio area of his or her Residential Unit;
- (e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit from a Residential Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a substantial indemnity basis, which shall be deemed to be additional contributions to common expenses and recoverable as such;
- (f) No change shall be made in the colour, design or style of the exterior of the Residential Unit, including the facade, any exterior glass, window, door or screen of any Residential Unit for a period of four (4) years from the date of registration of the Condominium, and then only with the prior written consent of the Board, which consent may be arbitrarily delayed or withheld. In the event consent is granted, no work shall commence until detailed plans are submitted and approved by the Board. In addition, all work must be undertaken by contractors or trades approved by the Board in advance. In addition, each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the Residential Unit, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the Residential Units;
- (g) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections of Units;

- (h) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein for sale or lease;
- (i) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration to the interior of the Residential Unit which is solely decorative in nature, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed 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, at the Owner's expense, for the purpose of confirming, in its sole and absolute discretion, that the proposed change does not:
 - (i) detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - (ii) negatively impact the aesthetic appearance of the Condominium;
 - (iii) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - (iv) obstruct access to any utility easements or public services;
 - (v) encroach on the Common Elements or any other Unit;
 - (vi) obstruct the drainage pattern of the Property, or
 - (vii) offend any provisions of any municipal or zoning by-law or restriction
- (j) No barbecues may be used indoors or outdoors, save and except barbecues are permitted on roof terraces of Residential Units provided that the barbecues only use natural gas (not propane) and the roof terrace for those aforementioned Residential Units has been equipped with a natural gas line with a "quick disconnect" for barbecue use which has been provided by the Declarant.
- (k) The Declarant or its duly authorized agents shall have free access at all reasonable times to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or of any servicing or installations in connection with the Unit or the common elements or any other unit in the Condominium and this right shall be in addition to any rights and easements in favour of the Declarant under the Act. The Declarant shall have a right of entry in its favour for a period up to five (5) years from the date of registration of the Condominium.
- (l) With respect to services or equipment (such as utility meters, fire hydrants, hydro transformers, tap boxes, catchbasins or sanitary sewer manholes) serving the Common Elements or other Units, the Owner(s) shall:
 - (i) refrain from obstructing access to the Unit by the Corporation or its agents, employees or authorized representatives for the purpose of installing, repairing, replacing or maintaining such services or equipment;
 - (ii) in the case of utility meters, at all times maintain the interior of the Units at a temperature which prevents the freezing of or any other damage to such services or equipment; and
 - (iii) refrain from damaging or in any way tampering with any such services or equipment.

4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not permit any portion

of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his/ her Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Units in this Condominium have been transferred by the Declarant.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Subject to the requirements of any applicable governing authority, any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation, or to any Owner of a Residential Unit in the Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units in the Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.4 Bicycle Storage Units

- (a) Each Bicycle Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Bicycle Storage Unit in a clean and slightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Bicycle Storage Units, which right shall continue until such time as all the Residential Units and Bicycle Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle Storage Units, the Board of Directors may, from time to time, designate the said Bicycle Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Bicycle Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Bicycle Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Bicycle Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

4.5 Storage Units

- (a) Each Storage Unit shall only be used for the storage of non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Storage Unit in a clean and slightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units, which

right shall continue until such time as all the Residential Units and Storage Units have been conveyed.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Storage Units, the Board of Directors may, from time to time, designate the said Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever

4.6 Geothermal Units

The Geothermal Units shall be used and occupied by the Owner of such Units and/or its agents, tenants, invitees, licensees, representatives and/or contractors, for the purposes of supplying geothermal energy to the Condominium (the "Geothermal Energy Supply Uses"). The Owner of the Geothermal Units (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

- (a) the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the Common Element areas of the Condominium as may be required in order to obtain full and complete access to the Geothermal Units and/or to any of the Geothermal Energy Supply Equipment (as hereinafter defined);
- (b) the right to install upon or within the Geothermal Units and/or the Common Element areas appurtenant thereto, all such equipment, energy transfer stations, conduits, wires, loops, pipes, meters, switches, heat pumps, controls, valves, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto (hereinafter collectively referred to as the "Geothermal Energy Supply Equipment") as may be necessary or desirable for the effective use, operation and/or maintenance of the Geothermal Units and the Common Element areas appurtenant thereto; and
- (c) the right to install the Geothermal Energy Supply Equipment through, over, along, upon and in the Common Element areas of the Condominium (and to connect same to any building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the Geothermal Energy Supply Uses, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon or construct anything within or upon the Geothermal Units and/or the Common Element areas appurtenant thereto, for the purposes of enabling or facilitating the installation and operation of the Geothermal Energy Supply Equipment and/or enhancing the operation and use of Geothermal Units, the Geothermal Energy Supply Equipment and/or the Common Element areas appurtenant to the Geothermal Units.
- (d) Inasmuch as the sump pumps and heat pumps (and all appurtenances thereto), serving the Corporation are located within the Geothermal Units, and form part of the Common Elements of the Corporation, the Corporation or its agents shall be entitled to enter the Geothermal Units at all reasonable times and upon reasonable notice to the Owner of the Geothermal Units, to inspect, maintain, repair, remedy or replace the sump pumps and heat pumps (and all appurtenances thereto).
- (e) At the discretion of the Declarant, the Corporation may be obligated to purchase from the Declarant, all or part of a geothermal heating/cooling system, including the Geothermal Unit(s) at a cost of \$800,000 inclusive of HST ("Geothermal Purchase Price").

In order to pay for the Geothermal Unit(s), including all or part of the Geothermal System, the Condominium Corporation will be obligated to either enter into or assume a loan, which may be classified as a green loan, to be arranged by the Declarant with a

lender or finance company chosen by the Declarant in its sole discretion, for the entire Geothermal Purchase Price and possibly land transfer tax, if any ("Loan").

As of the date of this Disclosure Statement, the Loan has not been arranged, however it is anticipated that the Loan will be on the following terms:

- (1) Term: Five (5) years, commencing on or shortly following registration of the Condominium;
- (2) Interest: It is anticipated that the principal amount from time to time outstanding on the Loan shall bear interest at the rate equal to approximately five (5%) percent over the Government of Canada Bond Yield having approximately a ten (10) year term, calculated on the date being one (1) month prior to the date of the transfer of the Geothermal Unit(s). In the event of any ambiguity or disagreement between the Declarant and the Condominium Corporation related to the interest rate payable on the Loan, the Declarant shall determine the rate of interest payable in its sole, subjective and absolute discretion. In the event that the interest rate available will be based on a fixed rate, it is presently anticipated that the annual rate of interest will be approximately 6.65% -7% per annum;
- (3) Amortization Period: It is anticipated that the Loan will be based on an amortization period of between 20 – 25 years. Purchasers are advised that, at the Declarant's discretion, the Loan may have a term and amortization period of ten (10) years.
- (4) The Loan will be closed for repayment.

The actual monthly Loan payments cannot be precisely determined at this time, as the prevailing interest rates and amortization period have not been set; however, it is presently anticipated that the monthly Loan payments will be approximately \$6,000/month.

In order to secure the Loan, the Corporation shall deliver security to the provider of the Loan, which shall include, but is not limited to, a general security agreement along with a mortgage (the "Geothermal Unit Mortgage"). The Geothermal Unit Mortgage, will be registered against title to the Geothermal Unit and such portions of the Condominium as required by the Declarant and the provider of the Loan. It will be a duty and obligation of the Corporation to execute and deliver all documents required by the Declarant related to the conveyance of the Geothermal Unit(s) and Geothermal System. It will also be a duty and obligation of the Corporation to deliver all documents and security as required by the provider of the Loan, to secure the Loan, including but not limited to the Geothermal Unit Mortgage and a general security agreement.

- (f) At the discretion of the Declarant, the Geothermal Unit(s), including all or part of the Geothermal System, may be conveyed to a third party company (the "Geothermal Company"). In such event, the Geothermal Company will enter into an agreement with the Condominium requiring the Geothermal Company to generate and supply heating and cooling to the Condominium at a rate, which is intended to fluctuate based on the rates of other utilities (the "Geothermal Energy Supply Contract"). The Geothermal Energy Supply Contract shall provide that the cost of supplying geothermal heating and cooling will be based on the consumption of geothermal energy by either the Condominium as a whole or the individual Residential Unit, as measured by a BTU meter or other check meter connected to the geothermal loops.

4.7 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;

- (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by section 40 of Regulation 49/01;
- (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation ;
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation;
- (d) 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 shall be joint and several with his or her tenant.
- (e) No Owner shall be permitted to lease Residential Units in the Condominium for periods of less than six (6) months.
- (f) The term of any lease of a Parking Unit or Bicycle Storage Unit to a tenant of a Residential Unit in this Corporation shall terminate immediately upon the tenant ceasing to reside in the Corporation. In addition, no Owner shall lease his or her Unit(s) unless he or she delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium, 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."

ARTICLE 5 MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of the Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - (i) any system, appliance or fixture that serves his or her own Residential Unit including all ancillary equipment and devices;
 - (ii) plumbing systems, toilets, bathtubs, sinks, tiles, shower pans, ceiling and exhaust fans and fan motors, and other fixtures;
 - (iii) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers to the main line tee and which are located within the boundaries of and service only the Unit;
 - (iv) all walls, windows, screens, doors, steps, decks and structural components of the Residential Unit provided that walls and steps on the boundaries between the Residential Units shall be maintained and repaired by the Owners sharing the wall or steps, if applicable;
 - (v) all interior and exterior light fixtures;

- (vi) the roof of the Residential Unit including the roof sheathing membrane, coverings and flashings, eaves troughs and downspouts.
 - (vii) all improvements or additions made to the Residential Unit;
 - (viii) the interior and exterior surface of doors which provide the means of ingress and egress from his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his/her Unit;
 - (ix) as well as clean the interior surface of all windows and window sills in Residential Units. Residential Unit Owners shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit; and
 - (x) his or her Parking Unit and/or Bicycle Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater certainty, each Owner of a Parking Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
- (b) Owners are required to maintain the terraces, roof top decks, patios, balconies, stairs, that form part of the Residential Unit or exclusive use Common Elements appurtenant thereto;
- (c) The Owners of Residential Units containing fireplaces shall be responsible, at their own expense, for the cleaning, where necessary, of the chimney vents appurtenant to such fireplaces and repair the fireplaces, provided that only persons certified to repair gas fireplaces shall be allowed to perform such services, in the case of a gas fireplace;
- (d) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only. Such maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation may (upon a majority vote of the owners at a meeting duly called for that purpose) make provision in its annual budget for the maintenance and repair of the individual heating systems, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board; and
- (e) the exclusive use portions of the Common Elements associated with all Residential Units, (other than structural repairs) to which the Residential Unit has direct access (if such Owner's Residential Unit has been allocated such exclusive use areas), provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter or repair any exclusive use Common Element, nor apply any paint, stucco, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his or her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). Each Owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any Unit and any exclusive use Common Elements caused by the Owner's negligence or willful misconduct and any resulting damage to any other Unit or the Common Elements of the Condominium. For clarity, the

Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses.

5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he or she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1. The Condominium shall also be required to clear snow from the Common Element sidewalks and driveway.
- (b) Notwithstanding anything provided in this Declaration to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of his or her Residential Unit.
- (c) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

ARTICLE 6 INDEMNIFICATION

- 6.2 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE 7 INSURANCE

7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

- (a) "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy

and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the 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) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

(c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act ,
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article 8; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's unit belongs, by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;

- (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
 - (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy;
 - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 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 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.

**ARTICLE 8
DUTIES OF THE CORPORATION**

- 8.2 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
 - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration;
 - (c) To enter into, assume, abide by and comply with, the terms and provisions of any Development Agreements, including any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto, other governmental authorities or the Declarant), as well as to enact any By-laws and resolutions necessary to give effect to and authorize same, and to enact any By-laws and resolutions necessary to give effect to and authorize the same;
 - (d) To indemnify and save the Declarant harmless from and against all suits, claims, damages, losses, expenses or otherwise arising or resulting from the Corporation and/or any Unit Owners not complying with the Development Agreements and further agrees not to make any alteration, addition or modification to the Common Elements until such time as the Declarant or any party associated with the Declarant has received a release from the City of Toronto, any applicable governmental authority and all other applicable parties of any securities held by such parties securing any obligations of the Declarant under the Development Agreements;
 - (e) 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, c. P.28, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, c. A.26, as amended or replaced) 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 where applicable an amendment to the Declaration and Description adding a phase to this Condominium) and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- (f) To take all reasonable steps to collect from each unit owner his or her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of Common Expenses.
- (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;
- (h) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the aforementioned easements on title;
- (i) To accept and register within ten (10) days of the Declarant's request, a Transfer/Deed of Land for any Units that the Declarant, in its sole discretion wishes to transfer to the Corporation (including but not limited to the Geothermal Unit, Parking Units, Bicycle Storage Units and Storage Units) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant;
- (j) To execute forthwith upon the request of the Declarant following the transfer of title any of the Units contemplated in 8.1(h), possibly including the Geothermal Unit, Parking Units and Bicycle Storage Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the such transferred Units.
- (k) If applicable, to enter into or assume and abide by any documentation/agreements that may reasonably be required by the Declarant or the provider of the Loan to secure the Loan and to register the Geothermal Unit Mortgage on title to the Geothermal Unit, including without limitation a loan agreement, a general security agreement and any other security relating thereto;

- (l) If applicable, to enact any By-laws and resolutions necessary to give effect to and authorize the borrowing of the Loan, the execution and delivery by the Corporation of the Loan agreement and security documents and security interests, including the Geothermal Unit Mortgage and a general security agreement.
- (n) If applicable, to enter into or assume and abide by the Geothermal Energy Supply Contract as well as any documentation related thereto or associated therewith that may reasonably be required by the Declarant to ratify and assume the Geothermal Energy Supply Contract and such other agreements/documents related thereto or associated therewith, if required by the Declarant.
- (o) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;

ARTICLE 9 GENERAL MATTERS AND ADMINISTRATION

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including 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. The Corporation or anyone authorized by it may determine whether an emergency exists ;
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care;
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such owner's Residential 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.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

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

9.3 Waiver

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

9.4 Interpretation of Declaration

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

9.5 Headings

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

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Toronto, this ____ day of _____, 201__.

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC., by
ALVAREZ & MARSAL CANADA INC. solely in its capacity as the
Court appointed receiver and manager and construction lien trustee
of all of the assets, undertaking and properties of URBANCORP
(LESLIEVILLE) DEVELOPMENTS INC. without personal or
corporate liability**

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

SCHEDULE "A"

In the City of Toronto, in the Geographic Township of York and Province of Ontario, being composed of Part of Lot 11, in Concession 1, From the Bay, designated as PARTS 1, 6 and 9, Plan 66R-_____, hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Communications Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT2958528.

SUBJECT TO an easement in favour of Bell Canada, over the "Condominium Lands", for the purposes as set out in Instrument AT3708202.

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT3728135.

Being Part of P.I.N. 21051-0408 (LT) (Absolute).

NOTE:

The final boundaries of the Condominium shall be defined precisely on a Reference Plan of Survey deposited in the Land Titles Division of the Land Registry Office prior to Condominium Registration. The declarant shall at its own discretion, determine the final Condominium boundaries as well as enter into agreements and accept and transfer appurtenant and servient easements to provide for access and to facilitate the servicing of this Condominium and the adjacent lands.

SCHEDULE "B"**CONSENT**(under clause 7(2)(b) of the *Condominium Act, 1998*)

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

DATED this _____ day of _____, 201____.

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "C"

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

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 55 inclusive on Level 1).

- a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production, located in the lower most storey of the unit.
 - ii) the upper surface and plane of the unfinished wood sub-floor and production on floors separating one Unit from the Common Elements, located on the first storey of the unit.
 - iii) the upper surface and plane of any portion of the roof, roof projections and roof membranes, located above the upper most storey of the unit.
 - iv) the horizontal plane established by measurement.
- b) Each Residential Unit is bounded horizontally by:
 - i) the plane established by the centre line of demising wall separating one unit from another unit and its production.
 - ii) the exterior side surface and plane of all exterior walls or walls separating a Unit from the Common Elements.
 - iii) the exterior side surface and plane of all exterior doors and door frames, windows and window frames, the said doors and windows being in a closed position and the exterior side surface of the glass panels contained therein.

2. BOUNDARIES OF THE PARKING UNITS

(being 66 Units on Level A).

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by measurement.
 - ii) the vertical plane defined by the line and face of the concrete columns and the production thereof.
 - iii) the vertical plane defined by the centre-line of columns and the production thereof.

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- iv) the unit side surface of the concrete or concrete block masonry walls and the production thereof.
- v) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit and passing through to the centreline of the concrete column and production.
- vi) the vertical plane established by measurement and perpendicular to the concrete wall located at the rear of the Unit.

3. BOUNDARIES OF THE BICYCLE STORAGE UNITS

(being 33 Units on Level A).

- a) Each Bicycle Storage Unit is bounded vertically by one or a combination of the following:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the steel wire mesh and frame and production.
 - iii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Bicycle Storage Unit is bounded horizontally by one of a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
 - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
 - iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
 - iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

4. BOUNDARIES OF THE STORAGE UNITS

(being 2 Units on Level A).

- a) Each Storage Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Storage Unit is bounded horizontally by one of a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
 - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.
 - iii) the unit side surface and plane of the exterior door and door frame, said door being in a closed position and the exterior surface of any glass panels contained therein.

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5. **BOUNDARIES OF THE GEOTHERMAL ROOM UNIT**

(being a Unit on Level A).

- a) The Geothermal Room Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and its production.
 - ii) the lower surface and plane of the concrete ceiling slab and its production.
- b) The Geothermal Room Unit is bounded horizontally by one or a combination of the following:
 - i) the backside surface and plane of the drywall sheathing and production, where applicable.
 - ii) the unit side surface and plane of the concrete or concrete block walls and production.
 - iii) the exterior surface and plane of the exterior door and door frame, said door being in a closed position and the exterior surface of any glass panels contained therein.

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 I, Sheets 1 to ___ inclusive of the Description.

Dated

Ontario Land Surveyor

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

NOTE:

The declarant reserves the right to change the number of Units. The unit boundary definitions for the Units may change to reflect the "as-built" conditions at the time of registration.

March 28, 2017
Ref: 2623-1.SCC

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNITS	A	66 units	12.45187	12.45187
BICYCLE STORAGE UNITS	A	33 units	1.86342	1.86342
STORAGE UNITS	A	2 units	0.15071	0.15071
GEOTHERMAL UNIT	A	1 unit	0.00001	0.00001
1	1	1	1.78931	1.78931
2	1	2	1.74035	1.74035
3	1	3	1.74035	1.74035
4	1	4	1.73958	1.73958
5	1	5	1.73958	1.73958
6	1	6	1.73958	1.73958
7	1	7	1.73958	1.73958
8	1	8	1.73958	1.73958
9	1	9	1.79925	1.79925
10	1	10	1.80308	1.80308
11	1	11	1.74035	1.74035
12	1	12	1.74035	1.74035
13	1	13	1.74035	1.74035
14	1	14	1.74035	1.74035
15	1	15	1.74035	1.74035
16	1	16	1.73729	1.73729
17	1	17	1.73805	1.73805
18	1	18	1.73652	1.73652
19	1	19	1.78854	1.78854
20	1	20	1.42211	1.42211
21	1	21	1.39763	1.39763
22	1	22	1.39993	1.39993
23	1	23	1.42670	1.42670
24	1	24	1.50626	1.50626
25	1	25	1.44200	1.44200
26	1	26	1.38998	1.38998
27	1	27	1.34102	1.34102
28	1	28	1.50856	1.50856
29	1	29	1.47413	1.47413
30	1	30	1.42441	1.42441
31	1	31	1.60647	1.60647
32	1	32	1.57864	1.57864
33	1	33	1.56899	1.56899
34	1	34	1.61718	1.61718
35	1	35	1.35862	1.35862
36	1	36	1.32649	1.32649
37	1	37	1.35020	1.35020
38	1	38	1.37927	1.37927
39	1	39	1.35938	1.35938
40	1	40	1.32725	1.32725
41	1	41	1.31042	1.31042
42	1	42	1.39228	1.39228
43	1	43	1.35326	1.35326
44	1	44	1.32113	1.32113
45	1	45	1.34332	1.34332
46	1	46	1.39304	1.39304
47	1	47	1.35326	1.35326
48	1	48	1.34714	1.34714
49	1	49	1.60877	1.60877
50	1	50	1.57128	1.57128
51	1	51	1.60647	1.60647
52	1	52	1.63478	1.63478
53	1	53	1.60724	1.60724

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
54	1	54	1.57205	1.57205
55	1	55	1.64396	1.64396
TOTALS			100.00000	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums and the necessary appraisals;
 - (ii) water and electricity respecting Common Elements and Units unless the Units are separately metered or check metered and in such case each Owner shall pay the cost of the utility in accordance with the meter(s) that service their particular Unit;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal and landscaping;
 - (v) fuel, including gas, oil and hydro electricity unless metered separately, or check metered, for each Unit;
 - (vi) waste and garbage disposal and/or collection;
 - (vii) any contract with a supplier of geothermal heating and cooling with respect to the supply of geothermal heating and cooling to the Corporation;
 - (viii) expenses incurred with respect to the obligations of the Corporation, if any, set out in the Declaration;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums of money paid or payable by the Corporation pursuant to any contract, lease and/or loan agreement (including without limitation any green loan/lease)
- (k) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

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

- a) the Owner(s) of each of the Residential Units 1 to 19 inclusive on Level 1, shall have the exclusive use of a rear yard including a deck to which each of the said Units provide direct access.
- b) the Owner(s) of each of the Residential Units 1 to 55 inclusive on Level 1, shall have the exclusive use of a front area including but not limited to any porches, walkways and landings to which each of the said Units provide direct access.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) 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.

OR

- ☐ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☐ All installations with respect to the provision of water and sewage services are in place.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ There are no indoor or outdoor swimming pools.
- 11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this _____ day of _____, 201____.

Name:

Title: Architect or Engineer

*Condominium Act, 1998***CERTIFICATE IN RESPECT OF A BY-LAW**
(under Subsection 56(9) of the *Condominium Act, 1998*)

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

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this ____ day of ____, 201__.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have the authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____

BY-LAW NO. ONE

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

ARTICLE I - DEFINITIONS

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

ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal 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 the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "Records"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) 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 any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
 - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;

- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports or inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 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;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 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;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) 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;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) 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;
- (ee) 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
- (ff) 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 clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1. Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;

- (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
- (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) 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 subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, 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;

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing or authorizing the board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting.

5.2 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.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, 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. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and 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 meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, 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.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the 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 question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, 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.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 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, 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.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the 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 power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/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 prior to the start of the meeting.

5.15 Minutes:

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

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

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

The affairs of the Corporation shall be managed by a board of directors.

6.2 Number of Directors and Quorum:

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent: No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term:

- (a) 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, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.

- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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 or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 Regular Meetings:

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

6.9 Teleconference:

A meeting of the board 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.

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

No director or officer of the Corporation 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 order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person

with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 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 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 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.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

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

6.16 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.

6.17 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.

6.18 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;

- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/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 a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

7.6 General Manager:

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the board shall be settled from time to time by the board.

7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the

direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. 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.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such 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 VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 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 appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by 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.

8.3 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 validity and binding effect on

the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

ARTICLE X - NOTICE

10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, 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 Records 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;

10.2 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.

10.3 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

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto 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 the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such instalments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and 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 such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 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.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 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 attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 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.

14.2 Gender:

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

14.3 Waiver:

No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

14.4 Headings:

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

14.5 Alterations:

This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at _____, this _____ day of _____, 201__.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have the authority to bind the Corporation.

APPENDIX "A" 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.

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.

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

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

1. The copy of By-law Number 2, attached as a schedule hereto, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this _____ day of _____, 201__.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

BY-LAW NUMBER 2

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

1. That the Corporation enter into an agreement with Urbancorp (Leslieville) Developments Inc. by Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. without personal or corporate liability ("Declarant") generally or substantially in the form of agreement annexed hereto as Schedule "1" (hereinafter referred to as the "Limited Recourse and Indemnity Agreement"), for the purposes, amongst other things
 - a) covenanting with the Declarant that the Corporation's remedies as against the Declarant and any party that may seek indemnity and contribution from the Declarant, for design and construction deficiencies and/or incomplete work with respect to the units and common elements shall be limited to the relief, protocols and procedures as set out in the Ontario New Homes Warranties Plan Act, R.S.O., 1990 as amended, the Condominium Act, 1998 Ch 19, S.O. 1998 as amended, and/or its regulations ("Permitted Claims") as administered by the Tarion Warranty Corporation;
 - b) the Corporation and Declarant shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of the Permitted Claims and all such related matters;
 - c) indemnifying the Declarant from and against all actions, suits, claims, damages, expenses and/or liabilities arising from any breach by the Corporation of its covenant; and,
 - d) releasing Alvarez & Marsal Canada Inc. the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. from any and all claims whatsoever, including but not limited to any claims whatsoever related to the design and/or construction deficiencies and/or any incomplete work with respect to the units and common elements of the condominium.
2. That the Corporation be and it is hereby authorized to execute the Limited Recourse and Indemnity Agreement and any further documents or assurances as may be required from time to time by Ontario and that all terms, provisions and conditions set out in the Limited Recourse and Indemnity Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and/or Secretary and/or Director of the Corporation be and he/she is hereby authorized to execute, on behalf of the Corporation, the Limited Recourse and Indemnity Agreement, and amendments thereto as the Board of Directors shall approve, together with all other documents and instruments which are ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Limited Recourse and Indemnity Agreement on title to the condominium property. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed; and
4. That all terms, provisions and conditions set out in the Limited Recourse and Indemnity Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned and confirmed.

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 Condominium Act 1998, Chapter 19, Statutes of Ontario, 1998, and any amendments thereto.

Dated this _____ day of _____, 201_____.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____

Name:

Title: President

Per: _____

Name:

Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "1"LIMITED RECOURSE AND INDEMNITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 201__.

B E T W E E N:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,

by Alvarez & Marsal Canada Inc. solely in its capacity as the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. without personal or corporate liability

(hereinafter called "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. **

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

OF THE SECOND PART

WHEREAS the Corporation is authorized and has agreed to enter into an agreement with the Declarant limiting its legal rights and rights of recourse as against the Declarant and all parties that may seek indemnity and relief from the Declarant to the relief, protocols and procedures as set out in the *Ontario New Homes Warranties Plan Act, R.S.O., 1990 as amended* and/or its regulations ("Permitted Claims") as administered by the Taron Warranty Corporation;

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 by all parties hereto).

- I. The effective date of this agreement notwithstanding its authorization and execution shall be deemed to be the date of registration of the Corporation.
2. The Corporation covenants and agree that its rights of action and/or claim and/or damages of any nature against the Declarant or any party whom may seek contribution or indemnity from the Declarant, for construction and design deficiency claims and/or incomplete work with respect to the units and common elements of the Corporation ("Deficiency Claims") shall be limited to those rights, remedies and avenues of recourse specifically granted to the Corporation pursuant to the *Condominium Act, 1998 Ch. 19 S.O. 1998 as amended* (the "Act") and/or the *Ontario New Home Warranties Plan Act R.S.O., 1990 as amended* (the "Plan Act") and/or its/their regulations (collectively referred to as "Permitted Claims").
3. The Corporation's only recourse and remedy against the Declarant for a final and binding resolution in respect of any Permitted Claims and/or Deficiency Claims for any outstanding, incomplete or deficient construction items and any other related matters relating to the units and common elements of the Condominium shall be through the process established and administered under the Taron Warranty Corporation pursuant to the Plan Act.
4. The Corporation and the Declarant, hereby appoint and constitute Taron Warranty Corporation and/or its successors as the sole and final arbiter of all Deficiency Claims.
5. The Corporation on its behalf and on behalf of all unit owners does hereby release Alvarez & Marsal Canada Inc. the Court appointed receiver and manager and construction lien trustee of all of the assets, undertaking and properties of Urbancorp (Leslieville) Developments Inc. from any and all claims whatsoever that the Corporation and/or any unit owner may have with respect to the units and common elements, including but not limited to any claims whatsoever related to the design and/or construction deficiencies and/or any incomplete work with respect to the units and common elements of the condominium.

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6. The Corporation agrees to indemnify and save the Declarant and Alvarez & Marsal Canada Inc. harmless from all losses, liabilities, costs expenses, actions, causes of actions, suits claims, demands for damages or loss which are brought by the Corporation or any unit owner in contravention of this Agreement.
7. This Agreement shall neither be terminated nor terminable by the Corporation following the meeting held in accordance with Section 43 of the Act.
8. This agreement shall enure to the benefit of and shall bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
by Alvarez & Marsal Canada Inc. solely in its capacity as the
Court appointed receiver and manager and construction lien
trustee of all of the assets, undertaking and properties of
Urbancorp (Leslieville) Developments Inc. without personal or
corporate liability.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. _____**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

LESLIEVILLE

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RULES

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

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

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit owners and occupants, their families, guests, visitors, servants or agents;

2. QUIET ENJOYMENT

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

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- (e) Any repairs to the Units or Common Elements shall be made only during reasonable hours.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) No visitor may use or have access to the Common Elements and facilities unless accompanied by an owner or occupant.
- (d) Building access doors shall not be left unlocked or wedged open for any reason.
- (e) No owner or occupant shall place or cause to be placed on the access doors to any Unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (f) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in Parking Units.

4. SAFETY

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (b) Subject to the terms of the Declaration, no propane or natural gas tank shall be kept in the Units or exclusive use Common Elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the Units;
- (f) No owner or occupant shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (g) Smoking is prohibited in all Common Elements areas.

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5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property, if any;
- (b) Subject to the terms of the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a Unit;
- (e) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements;
- (f) The walkways which are part of the Common Elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements;
- (g) Any physical damage to the Common Elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the Common Elements over which the Owner has exclusive use;
- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements;
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (k) Notwithstanding anything to the contrary herein, the Unit Owners and the Board are absolutely prohibited from altering the landscaping, grading and/or drainage patterns established by the Declarant in respect of the Condominium for a period of four (4) years from the date of registration of the Condominium.

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6. RESIDENTIAL UNITS

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

7. GARBAGE DISPOSAL

No Owner shall place, leave or permit to be placed or left in or upon the Common Elements (including those of which he/she has the exclusive use) any debris, refuse, garbage or recyclables, save and except for in such areas that have been designated for the storage and/or placement of garbage and/or recycling materials and only on such days designated, from time to time, by the municipality, the Board or the Manager as garbage or recycling pick-up days. Such debris, refuse, garbage or recyclables shall be contained with municipally approved containers, only. Where such debris, refuse, garbage or recyclables consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit.

8. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with

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Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;

- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the owner shall notify the Corporation in writing that the Unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) All owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor;
- (f) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the Common Elements;
- (g) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. PARKING

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked in the Condominium shall exceed a height of 1.85 metres.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire routes, if any; and
 - (ii) traffic lanes.
- (c) No servicing or repairs shall be made to any vehicle of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway, parking space or Parking Unit.

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- (d) No motor vehicle of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space/Parking Units but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit.
- (f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon twenty-four (24) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the vehicle as required and directed by the Manager, in default of which the vehicle shall be removed from the property at the expense of the Owner. If a vehicle is left standing in a parking space, Parking Unit or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated in a manner so as not to disturb the other Owners. Bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.
- (k) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (l) No Parking Units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

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10. BICYCLE STORAGE UNITS

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

11. REAR YARD, FRONT AREA, BALCONIES, ROOF TERRACES AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any balcony, roof terrace, or any rear yard, front area, or other exclusive use area.
- (b) Balconies, roof terraces, or any rear yards, front areas or other exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies or roof terraces, and in no other places. All such items shall be safely secured in order to prevent such items from being blown off the balcony or roof terrace by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, roof terrace, or any rear yard, front area, or other exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, roof terraces, or any rear yards, front areas and other and exclusive use areas.

12. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

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

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a Unit owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written

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direction; and the Owner of the Unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the Unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Unit owner's contractor, trade or service personnel including any resulting damage to the Common Elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Unit owner in the same manner as common expenses.

SCHEDULE 1**Tenant Information Form****Toronto Standard Condominium Corporation No. ***

Unit _____, Level _____

Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of Lease: _____ years

Commencement Date: _____

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

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

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

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relative's Address: _____

Telephone: _____

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

Tenant's Signature_____
Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. *

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

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

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

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

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

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

Tenant's Signature

Tenant's Signature

CONDOMINIUM MANAGEMENT AGREEMENT

BETWEEN:

STANDARD CONDOMINIUM CORPORATION NO.
(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

FIRSTSERVICE RESIDENTIAL ONTARIO
(hereinafter called "FirstService Residential")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the *Condominium Act, 1998, S.O. 1998 C.19*, as amended, which Act and regulations made thereunder are collectively referred to herein as the "Act", known as "439" and is located at , , Ontario (the "Property");

AND WHEREAS the Corporation desires FirstService Residential to manage the Corporation and assets of the Corporation, and FirstService Residential desires to do so, in accordance with the terms and conditions of this agreement (this "Agreement").

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

ARTICLE I NOMENCLATURE

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the meanings contained in the Act and the Declaration of the Corporation (the "Declaration").

ARTICLE II TERM

- 2.1 The initial (the "Initial") term of this Agreement shall be for three (3) years from the ____ day of _____, 20____ to the ____ day of _____, 20____ unless terminated in accordance with the provisions of this Agreement and the Act.

ARTICLE III SUPERVISION BY THE BOARD

- 3.1 FirstService Residential acknowledges that it is familiar with the Act and with the terms of the Declaration, which shall include any agreements referred to therein, and the By-Laws registered pursuant to the Act in connection with the Corporation, and the Rules, as of the date of this Agreement. FirstService Residential's management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors (the "Board") and to each and every term and condition contained in this Agreement, and FirstService Residential further agrees to carry out expeditiously the instructions of the Corporation and its Board.
- 3.2 FirstService Residential acknowledges that it has implemented a privacy policy regarding the handling of the personal information of owners, residents, employees and all others whose personal information FirstService Residential uses, collects, intends to use and intends to collect. FirstService Residential further acknowledges that such privacy policy is in compliance with the *Personal Information and Electronic Documents Act, 2000, c.5* ("PIPEDA") and all other applicable privacy laws. FirstService Residential further agrees to use all personal information in its possession in accordance with PIPEDA, all other applicable privacy laws and any specific direction of the Corporation.
- 3.3 FirstService Residential covenants to comply with the provisions of the Accessibility for Ontarians with Disabilities Act ("AODA"), and without limitation, shall ensure that all of its employees and all contractors it retains have received training with respect to the customer service standard under AODA.

ARTICLE IV MANAGEMENT ASSISTANCE AND DUTIES

- 4.1 FirstService Residential represents it has and shall utilize its experience and knowledge to carry out the management, supervision, control and administration of the Corporation and of the assets of the Corporation. In this regard, FirstService Residential accepts the relationship of trust and confidence established between itself, the Board, and the Owners by virtue of entering into this Agreement. FirstService Residential covenants to furnish its best skill and judgment and to co-operate in furthering the interests of the Corporation. FirstService Residential agrees to furnish efficient business administration and supervision and to perform its responsibilities, administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. FirstService Residential shall conduct its duties in accordance with the requirements of the Act, the Declaration, By-Laws and Rules of the Corporation specifically, and, in general, consistent with federal, provincial and municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.
- 4.2 Without limiting the generality of paragraph 4.1 of this Article IV, FirstService Residential shall perform, in particular, the following specific duties:
- (a) Corporate Funds

To collect, receive, and deposit in trust for the Corporation all moneys payable pursuant to the Act, Declaration and By-Laws by the Owners or others and to deposit the same forthwith in separate account(s) to be opened with a Canadian chartered bank of FirstService Residential's choice and maintained by FirstService Residential in the name of the Corporation. All such moneys shall thereafter be held in trust in the name of the Corporation and be used:

(i) **Disbursements**

To prepare payments of all accounts properly incurred by or on behalf of the Corporation.

Additionally, any cheques or payments are to be accompanied by supporting documentation including board of director approvals where required under 4.2 (h), delivery receipts or such other evidence as the Board may require from time to time. The Corporation shall agree to permit FirstService Residential to make all payments electronically or by direct banking when available;

(ii) **Insurance and Appraisals**

To arrange for insurance coverage and any appraisals in connection therewith required by the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, and the amounts of such insurance shall be as directed by the Board;

(iii) **General Maintenance and Repairs**

To repair and maintain or cause to be so repaired and maintained, those parts of the Property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Act, Declaration and By-Laws, and, without limiting the generality of the foregoing, to arrange for (subject to subparagraph 4.2(h) the supply as may be required of electricity, water and other services and to arrange through use of Corporation employees and/or independent contractors as in each instance may seem most desirable for the effective and economical operation, maintenance and repair of the Property and its equipment or so as to comply with the enforcement of any regulations and requirements of the local Board of Health, Police, Fire Departments and any other federal, provincial or municipal authorities having jurisdiction which affect the Property.

(iv) **Reserve Fund**

To deposit to the credit of the Corporation in a separate account for major repair and replacement of the Common Elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund and to ensure that such moneys are not used or employed by the Board or FirstService Residential for the payment of general operating expenses.

FirstService Residential shall prepare annually and for approval of the Board a reserve fund budget statement in accordance with the Reserve Fund Study and the Reserve Fund Plan in accordance with Subsection 94(8) of the Act. In addition, FirstService Residential will recommend an investment advisor to advise the Corporation

(b) **By-Law Enforcement**

To take such action within its power, short of legal action, to enforce the terms of the Act, the Declaration, the By-Laws and the Rules and amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board; and to retain legal counsel as directed by the Board at the expense of the Corporation.

(c) **Common Element Deficiencies**

To use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified is corrected and, if applicable, to pursue the correction of any building deficiency short of legal action under any warranty applicable to the Property; and in this regard FirstService Residential represents and warrants that it is familiar with the filing requirements of the *Ontario New Home Warranties Plan Act, R.S.O. 1990, C.O.31* and of the procedures to be followed under that statute in order to protect the interests of the Corporation.

(d) **Communication to the Owners**

Subject to the instructions of the Board to forthwith after their enactment communicate to all Owners the text and import of any further By-Laws or Rules or amendments thereto at the cost of the Corporation.

(e) **Insurance Claims**

To supervise insurance or other claims by or against the Corporation and to see that the rights of the Corporation in respect to such claims are protected including the filing of notice of claim, but not including the adjusting of any loss. Both Parties agree that all work related to any insurance claim coordination or processing by or against the Corporation will be submitted to the Corporation's insurance carrier, at no cost to the Corporation, as a part of the insurance claim at the rates outlined in the fee schedule attached to this agreement in Exhibit A.

(f) **Inadequate Performance by Contractors**

To use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier or service personnel are performed in accordance with the agreed upon terms and to inform the Board in the event performance is considered by FirstService Residential to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, to take advantage of all trade discounts by prompt payment of trade invoices, with appropriate holdbacks under the *Construction Lien Act, R.S.O. 1990, C. C.30*, where applicable.

(g) **Construction Liens**

To retain or cause to be retained holdbacks required by the *Construction Lien Act, R.S.O. 1990, C. C.30* and to use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against the title to the Property and if a claim or lien shall be filed

in respect of such work, FirstService Residential shall, as directed by the Board, forthwith take all necessary steps to have the same removed and discharged.

(h) **General Authority**

Generally to do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided.

FirstService Residential shall not make any expenditure in excess of \$5,000 without prior written consent of the Corporation unless such expenditure:

- 1) by line item is authorized in the Corporation's current budget, or
- 2) is made pursuant to emergency conditions involving danger to life or property or involving suspension of a necessary service to the Corporation.

Whenever FirstService Residential plans to enter into a purchase or enter into a contract for goods or services (within the budget) which exceeds \$5,000, FirstService Residential shall obtain at least two competitive proposals from qualified bidders unless this obligation is waived, in writing, by the Corporation, or, in the case of insurance, if it is not reasonably available due to the insurance marketplace.

On rare occasions where circumstances warrant, the Board shall provide its approval or other direction to FirstService Residential within a reasonable time of receipt of FirstService Residential's request for approval. Furthermore, if in FirstService Residential's opinion there exists a hazardous situation which could cause personal injury or damage to the Property or the Corporation's equipment or chattels or which could impair the value of the Owners' interest therein or the Owners' equipment, chattels, improvements or property or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or FirstService Residential or both to the imposition of penalties, fines, imprisonment or any other substantial liability, FirstService Residential is hereby authorized to proceed with such work as in its reasonable discretion it determines to be urgently necessary for the prevention of personal injury, the protection and preservation of the Property or the Corporation's equipment or chattels or the Owners' interest therein or the Owners' equipment, chattels, improvements or property therein or to protect the Corporation or FirstService Residential from exposure to fines, penalties, imprisonment or any other substantial liability, subject always to the Act, and the Declaration and By-Laws and the Rules. FirstService Residential shall in the case of a hazardous situation report to the Board as soon as possible. FirstService Residential, in any hazardous situation, may enter any unit with or without the consent of the Owner thereof to perform such work or repairs as it reasonably determines to be urgently necessary for the protection and preservation of the Property and any assets of the Corporation or any equipment or chattels, or to protect the Corporation and FirstService Residential from exposure to fines, penalties, imprisonment or any other substantial liability.

(i) **Materials, Equipment and Supplies**

To purchase subject to subparagraph 4.2(h) above and on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the offices and property of the Corporation. All such purchases and contracts shall be in the name of and at the expense of the Corporation.

(j) **Emergency Situations**

To keep the Board advised at all times of the telephone number or numbers at which a representative or employee of FirstService Residential may be reached at any time during normal business hours in respect to any infraction of the Act, Declaration, the By-Laws, or the Rules, or at any time during the day or night in the event of any emergency involving the Property and assets of the Corporation. FirstService Residential will make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation. In this regard, FirstService Residential shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws or the Rules. It is understood and agreed by the parties hereto that FirstService Residential shall, in its reasonable discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

(k) **Information**

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

(l) **Notice of Meetings**

At the request of the Board, schedule and arrange the facilities for all annual, general and special meetings of the Owners and deliver to the Owners and to such other persons as are entitled to notice pursuant to the Act, Declaration or By-Laws, such notices and other information as is required in connection with the holding of such meetings. At the expense of the Corporation and upon request of the Board, FirstService Residential shall prepare notices of meetings and other information in sufficient quantity for distribution to all persons entitled to receive same. With respect to meetings of the Board, the Corporation shall notify FirstService Residential in writing as to the place, date and time of such meetings and a representative of FirstService Residential shall attend all such meetings unless otherwise directed by the Board, provided the representative of FirstService Residential shall not be required to attend more than _____ Board meetings and _____ meetings of the Owners per fiscal year. All meetings will be conveniently scheduled on a Monday, Tuesday, Wednesday or Thursday, except for statutory holidays. The cost for FirstService Residential's attendance at meetings of the Owners or at the Board meetings over and above the foregoing will be invoiced at \$195 per meeting, with adherence to Exhibit A if necessary.

- 4.3 **Excluded Service:** The following service is not included in the scope of the services and duties provided for under this agreement.

(a) **Project Management**

If the Corporation or Owners undertake any capital improvement, major repair or extensive reconstruction or rehabilitation of the Property (a "Major Project"), FirstService Residential's responsibility shall be limited to seeing that the work is done with as little interference or interruption of services to the Property as possible, and for seeing that all reasonable precautions are taken to preserve and protect the Property and the property of the unit Owners and the occupants of the Property. A "Major Project" shall be any project that is estimated to cost more than \$10,000 or that would require a substantial portion of FirstService Residential's time. FirstService Residential shall not be required to perform supervisory or project management responsibilities for a Major Project as part of this Agreement. Further, the Corporation acknowledges that FirstService Residential is neither qualified nor insured to give any structural or engineering opinions or services and that professional project management support should be retained when needed.

ARTICLE V MANAGEMENT SERVICES

- 5.1 FirstService Residential agrees that, during the term of this Agreement, it will provide all management services required in connection with the undertaking of the Corporation as may be necessary in the performance of its duties provided, however, that FirstService Residential shall not be responsible for the duties of the Board or of the Officers of the Corporation, except as set out in this Agreement. The Corporation acknowledges that with regard to minute taking at all meetings FirstService Residential will not take meeting minutes. In the view of FirstService Residential and in consultation with legal counsel it is understood that having a Property Manager take meeting minutes can create the possibility of conflicts of interest. In order to mitigate the possibility of any conflicts or the appearance of conflicts arising, the parties jointly agree that an outside professional minute taker will be retained to record the minutes of all meetings.

- 5.2 Without limiting the generality of subparagraph 5.1 of this Article V, FirstService Residential shall perform the following duties:

(a) **Annual Budget**

To prepare and present to the Board at least eight (8) weeks before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following fiscal year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the Common Expenses. In no event will the Corporation approve the annual Budget less than four (4) weeks prior to the end of the preceding fiscal year. The Corporation's approved budget, itemized by line, also relates to FirstService Residential authority as specified in 4.2 (h). In the event the budget is not approved within the allotted time, the additional costs and re-allocation of resources required to send out the approved budgets to all Owners by the end of the fiscal year, in accordance with the Act, shall be passed directly onto the Corporation. The additional time and personal needed in the case of an expedited mail out process will be charged at the schedule of fees that is included in Exhibit A.

(b) **Financial Reporting**

To provide the Board electronically on or before the 20th day of each month with year-to-date monthly itemized unaudited financial statements including:

- (i) Corporation Income Statement on accrual basis showing Month-to-Date Actuals, Month-to-Date Budget amounts and Variance amounts;
- (ii) Corporation Balance Sheet;
- (iii) Bank Reconciliation Report for both Operating and Reserve Accounts;
- (iv) Bank Statements for both Operation and Reserve Accounts;
- (v) Investment Schedule and Accrued Interest Statement;
- (vi) Reserve Fund and Balance Sheet Analyses;
- (vii) Aged Receivables Report by Owner: including the names of the Owners who are delinquent in payment of their required contribution to Common Expenses and the amount of each delinquency;
- (viii) Aging Summary: including the amounts of all other delinquent accounts and names of the persons owing such accounts;
- (ix) Accrued Liabilities;
- (x) General ledger;
- (vi) Particulars of accounts, term deposits, certificates and any other instruments respecting investment income and other assets and liabilities of the Corporation in accordance with good accounting principles as at the date of the financial statements.

All accounting and financial reporting which is required under the terms of this Agreement to be provided by FirstService Residential to the Corporation shall be in accordance with the reasonable requests of the Corporation's auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors. Notwithstanding anything else contained in this agreement, the Corporation agrees to grant FirstService Residential sixty (60) days from the commencement of the agreement and/or

registration to provide the first set of financial statements to the Board in order to allow for the additional time and work needed to produce the first set of financial statements.

(c) **Books and Records**

To maintain the Corporation's records in accordance with the Act and to use its best efforts to keep an up-to-date record of the names and addresses of all owners, mortgagees and tenants of whom FirstService Residential has received notice. If the Corporation receives notices or written communication from registered mortgagees or any other persons claiming an interest in a unit or from an owner providing information with respect to the leasing of the Owner's unit, the Corporation shall forthwith communicate that information to FirstService Residential. All books and records of accounts kept in relation to the management of the Corporation shall be the property of the Corporation and upon termination of this Agreement shall be forthwith surrendered to the Corporation or to a representative of the Corporation, designated in writing. Records referred to herein shall be delivered to the Corporation's on site Management Office, if space is available, after the completion of the annual financial audit. Alternatively, FirstService Residential shall store the records at a cost of \$25.00 per month plus applicable taxes.

(d) **Access to Books and Records**

To make available upon reasonable notice at reasonable times to the Corporation, its auditors, its Owners and designated representatives all books and records pertaining to the operation of the Property and the business of the Corporation whenever requested, provided that the Corporation shall be charged a reasonable hourly charge to be agreed upon by the parties to properly compensate for the time spent in preparing and copying of records requested for and/or viewed. Notwithstanding the foregoing, in accordance with subsection 55(6) of the Act, where a person examining the records of the Corporation requests copies of records, FirstService Residential shall charge that person and not the Corporation the reasonable labour and copying charges associated with the production of such copies.

(e) **Approval of Invoices**

To make all disbursements properly incurred for and on behalf of the Corporation with the approval of the Board; provided, however, that the approval of the Board shall not be required prior to payment by FirstService Residential of any items of expense as to which FirstService Residential has discretionary spending authority pursuant to subparagraph 4.2 (h).

(f) **Status Certificates**

To prepare and execute by FirstService Residential status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons who request(s) one and has paid the appropriate fee, within the time permitted for the delivery of such certificates, statements and information prescribed in the Act.

FirstService Residential shall not be responsible for inspecting the Common Elements appurtenant to the unit. FirstService Residential shall not inspect the unit to determine whether or not the Corporation has any claim for damages against an Owner as contemplated by the Act or whether any violation exists prior to issuing the status certificate. The onus shall be that of the purchaser as set out in the Status Certificate.

FirstService Residential is responsible for the accuracy and completeness of all information contained in the Status Certificate, however, FirstService Residential shall not be liable for any information within the knowledge of the Board but not communicated to FirstService Residential and which should be included in the Status Certificate.

FirstService Residential shall be entitled to the fee prescribed by regulation pursuant to the Act for the preparation and issuance of the status certificate and related documentation, and shall bear the costs/disbursements applicable to the issuance of the status certificate and accompanying documentation.

(g) **Notice of Lien**

FirstService Residential shall issue Notice of Lien to Owner at an additional cost to all Owners requiring such notice. The cost shall be borne by the Owner.

(h) **Preventive Maintenance Program**

Establish and thereafter maintain a preventive maintenance program for all major technical and electrical equipment and plumbing systems in accordance with the recommendations of the manufacturers or suppliers thereof. The Corporation shall make available to FirstService Residential all drawings, as-built architectural and structural plans, maintenance and operating manuals for mechanical and electrical equipment and plumbing systems and such other documents as FirstService Residential reasonably requires to carry out its duties, that are in the Corporation's possession from time to time.

(i) **Management Report**

Present to the Board a management report, to serve as a written form of communication from FirstService Residential to the Board. This management report shall reflect the directives of the Board to FirstService Residential and shall further reflect the actions of FirstService Residential with respect to those directives. Any and all correspondence received by FirstService Residential with respect to the operation of the Corporation shall be available for examination by the Board. The management report shall be made available to the Board at least two (2) days before the applicable Board meeting where it is to be presented.

ARTICLE VI EMPLOYMENT OF CONTRACTORS

- 6.1 FirstService Residential may contract on behalf of the Corporation with any person, firm or corporation to perform any work or services for the Corporation within the scope of FirstService Residential's duties under this Agreement subject however to the following provisions:

- (a) **Written Agreements**
Any person, firm or corporation employed to perform work or services shall be contracted pursuant to a written contract setting out the essential terms and conditions of such contract.
- (b) **Contractors Insurance**
At the sole cost of the contractors and/or workers, FirstService Residential will require that all contractors and/or workers employed by the Corporation show evidence of proper insurance, in accordance with FirstService Residential's insurance standards for vendors, prior to the commencement of work. FirstService Residential may use a third party vendor to verify vendor insurance compliance. All such policies of insurance shall name the Corporation, its Board of Directors and FirstService Residential as additional insureds.
- (c) **Approval of the Board**
In addition to the requirements of subparagraph 4.2(h), any contract to perform work or services entered into by FirstService Residential shall be for a reasonable consideration usual in the industry and be budgeted for by the Corporation. In the event that any contract for work or service shall be for a consideration in excess of that budgeted for by the Corporation, then prior to entering into such contract FirstService Residential shall first obtain a resolution of the Board approving such contract.
- (d) **Spending Restrictions**
Where the cost of performing such work or services exceeds the spending authority outlined above, FirstService Residential shall obtain at least two (2) written quotations prior to entering into such contract.

As well, where a contract to provide services to the Corporation extends past one (1) year, FirstService Residential shall obtain at least two (2) written tenders prior to entering into such contract, FirstService Residential shall obtain the approval of the Board prior to such spending.
- (e) **Filing of Return**
In connection with all contracts to perform work or services entered into by FirstService Residential, it shall execute and file necessary documents and do and perform all acts required under the laws of any federal, provincial, municipal or other governmental body or authority.
- (d) **Gift Policy**
FirstService Residential recognizes that it is traditional for some of its suppliers, customers and other business associates to occasionally give small gifts to those with whom they do business, particularly during the December holiday season. It is important, however, that these gifts do not affect an associate's business judgment, or give the appearance that judgment may be affected. Accordingly, FirstService Residential and its associates must be very careful when it comes to accepting gifts. As a general rule, FirstService Residential associates may accept gifts from suppliers, customers or other business associates, provided the gift:
- (a) does not create the appearance (or an implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale;
 - (b) would not embarrass FirstService Residential or FirstService or the gift giver if disclosed publicly;
 - (c) if valued \$50 or above (even if promotional in nature), is disclosed and reported to the recipient's first and second level reporting managers;
 - (d) does not exceed any specific limits established by local management; and
 - (e) would not prevent the recipient from awarding some FirstService Residential business to one of the gift giver's competitors.

The following gifts are never appropriate:

- (a) gifts of cash, or cash equivalent (such as gift cards or gift certificates);
- (b) gifts that are prohibited by local law;
- (c) gifts given as a bribe, payoff or kickback (e.g., in order to obtain or retain business, or to secure an improper advantage);
- (d) gifts the recipient knows are prohibited by the gift giver's organization; and
- (e) gifts given in the form of services or other non-cash benefits (work being done)

The cumulative annual value of all gifts an associate may receive from any one gift giver cannot exceed \$100 unless disclosed and approved by the applicable Vice President of FirstService Residential.

ARTICLE VII ACCESS TO UNITS

- 7.1 Subject to the relevant provisions of the Act, the Declaration and By-Laws, FirstService Residential and its agents, servants and employees may enter a unit or exclusive use area of the Common Elements in order to perform its duties hereunder, provided always that FirstService Residential shall give reasonable notice to the Owner of its intention to enter the unit or exclusive use area, save only in the case of an emergency or Owner's extended absences in which case prior notice shall not be required.

**ARTICLE VIII
FIRSTSERVICE RESIDENTIAL COMPENSATION**

- 8.1 FirstService Residential shall be paid as compensation for its management services rendered under this Agreement the following fees:

Period	Monthly Fee

Until terminated in accordance with the provisions of this Agreement (but subject always to paragraph 16.2), the monthly fee above shall be payable monthly, in advance, by electronic transfer. FirstService Residential's fee includes all office expenses directly related to the business office of FirstService Residential with respect to the performance of the duties of FirstService Residential hereunder, but does not include any expenses directly related to the business offices of the Corporation. FirstService Residential's fee does not include disbursements incurred on behalf of the Corporation, including parking charges for staff employed by FirstService Residential. FirstService Residential's fee is exclusive of any applicable taxes. Additionally, the parties agree that FirstService Residential will have the right to collect all charge backs owed by the Corporation electronically.

**ARTICLE IX
UNIT REPAIRS**

- 9.1 Notwithstanding any other provision of this Agreement FirstService Residential is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has an obligation to maintain or repair the units after damage whether in accordance with the Act, the Declaration or otherwise. The services to arrange for any maintenance and repairs required that is not a result of insurable loss shall be at the expense of the Corporation or Owner.

**ARTICLE X
PLANS AND SPECIFICATIONS**

- 10.1 If any plans, drawings, specifications and architectural or engineering assistance become necessary or desirable to enable FirstService Residential to discharge its duties pursuant to this Agreement, and if the Board or its designated representative from time to time authorizes the obtaining of the foregoing, before any expense is incurred therefore, then the cost thereof shall be at the expense of the Corporation.

**ARTICLE XI
BOARD CO-OPERATION**

- 11.1. The Board agrees to co-operate with FirstService Residential to the extent required to perform expeditiously, efficiently and economically FirstService Residential's services required under this Agreement and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as FirstService Residential may reasonably require.
- 11.2 The Employment Standards Act, 2000 ("ESA"), is an Act of the Legislature of Ontario. This Act regulates employment in the province of Ontario, including wages, maximum work hours, and workplace health and safety.

There are additional provisions that apply only to employees in the building services sector, which is found in Section 1(2) of the ESA in the Ontario Regulation 287/01. This special termination obligation for a building services provider applies to the following types of employees:

1. Those who are employed with respect to food, security and cleaning services in a building;
2. Those who are employed in connection with the operation of a building's parking garage or parking lot; and
3. Those who are involved in property management services relating exclusively to a particular building

Both parties acknowledge and agree that at all times the provisions of this Act will be respected and complied with.

- 11.3 The provisions of this Article XI shall survive the termination of this Agreement.

**ARTICLE XII
INDEMNIFICATION**

- 12.1 FirstService Residential shall, during and after the term of this Agreement, indemnify and save the Corporation and its directors, officers, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees, by reason of the gross negligence or willful misconduct of FirstService Residential or any of its employees in the carrying out of the provisions of this Agreement.
- 12.2 The Corporation shall, during and after the term of this Agreement, indemnify and save FirstService Residential and its partners and affiliates and their respective directors, officers, securityholders, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees, for any reason in the carrying out FirstService Residential's duties and obligations hereunder.
- 12.3 The provisions of this Article XII shall survive the termination of this Agreement.

ARTICLE XIII INSURANCE

- 13.1 The Corporation agrees to take out or authorize FirstService Residential to arrange for comprehensive liability insurance in the name of the Corporation on the Property to a limit of not less than as set out in the approved property valuation and further agrees that FirstService Residential shall be named as an additional insured party along with the Corporation as their interest may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or FirstService Residential might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide FirstService Residential with a certificate of insurance from its insurers which shall include an undertaking that the insurer will provide FirstService Residential with at least thirty (30) days prior written notice of cancellation or any material change in the provisions of any such policy.
- 13.2 **Fidelity Bond**
FirstService Residential agrees to arrange, obtain and maintain a Fidelity Bond for and in the name of the Corporation in an amount of not less than two hundred and fifty thousand (\$250,000.00) dollars per occurrence with loss payable to the Corporation only if required by the Corporation. The Corporation agrees that FirstService Residential shall be named as an insured party along with the Corporation and the Fidelity Bond shall not be terminable by either the insurer or the Corporation unless sufficient prior notice of cancellation has been delivered by registered mail to the auditor of the Corporation, FirstService Residential, and to the Board. The premium for the Fidelity Bond, if required, by the Board, shall be an expense of the Corporation.
- 13.3 **FirstService Residential Insurance**
In addition, FirstService Residential agrees to maintain the following insurance:
 (i) Comprehensive General Liability;
 (ii) Errors and Omission.

ARTICLE XIV MISCELLANEOUS

- 14.1 **Deficit Financing**
Unless the Board has specifically authorized such procedure, under no circumstances shall FirstService Residential advance funds to the Corporation on a temporary loan basis, whether interest is charged to the Corporation or not, in the event of a cash deficit occurring in the Corporation's current account. FirstService Residential shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit pursuant to the By-Laws of the Corporation by either utilizing the Corporation's over draft protection if any, levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.
- 14.2 **Collection of Accounts Receivable Including Common Expenses.**
FirstService Residential, without limiting its covenants as hereinbefore contained, shall, in addition to its covenant to enforce the By-Laws of the Corporation as hereinbefore contained, actively pursue the collection of outstanding Common Expenses from Owners and tenants respectively at all times and with a view to reducing these receivables to the lowest minimum monthly balance and without incurring additional cost save in those instances where legal action including the filing of Certificates of Lien pursuant to the Act is required. In the event that the Corporation must register a Certificate of Lien pursuant to s. 85(2) of the Act, FirstService Residential shall provide the Corporation's solicitor with the issued Form 14 and requisite instructions in the solicitors' form accurately prepared (if any), by no later than the 21st day of the third month following default.
- In the event that FirstService Residential, after instruction from the Board, fails to provide proper information, adequate notice, and instructions to the Corporation's solicitors for the registration of a Certificate of Lien covering the arrears of Common Expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, FirstService Residential shall be directly liable for same to the Corporation.
- 14.3 **Fiduciary Relationship**
FirstService Residential may engage any parent or subsidiary entity affiliated or otherwise connected with it (hereinafter called the "affiliate") to perform any work or services for the Corporation within the scope of FirstService Residential's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, provided FirstService Residential discloses to the Corporation that it intends to engage an affiliate and FirstService Residential has obtained at least two additional quotations from other competent suppliers or contractors who are not affiliates of FirstService Residential and the Board has approved the work or service to be performed by FirstService Residential's affiliate.
- The Corporation acknowledges that affiliates of FirstService Residential may receive compensation for services rendered to the Corporation provided that the Corporation approves such services in accordance with this paragraph 14.3.
- FirstService Financial is an affiliate of FirstService Residential and subsidiary of FirstService Corporation that was formed for the purpose of aggregating the buying power of our managed properties located throughout North America. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of FirstService Residential. The programs are not mandatory; however, many clients participate because of their added value. FirstService Financial, and its subsidiary FS Insurance Brokers, may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.
- 14.4 **Owner Relationship**
 (a) FirstService Residential shall promptly deal with all reasonable queries, requests or complaints by the Board or any Owner or mortgagee of a unit relating to the management of the Property or the duties or

obligations of FirstService Residential pursuant hereto, and to record in writing any such queries, requests or complaints and the eventual disposition thereof, and report the same to the Board.

- (b) FirstService Residential shall maintain businesslike relations with Owners whose service requests relating to the Common Elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to Common Elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by FirstService Residential in a prompt and diligent manner.

14.5 CCI – Canadian Condominium Institute

The Corporation hereby assigns their right to vote to FirstService Residential, on all matters regarding the Corporation's membership with the Canadian Condominium Institute, unless otherwise directed.

14.6 Signage

FirstService Residential reserves the right to affix an (8" x 20") "Professionally Managed by FirstService Residential" sign to the existing Corporation's sign(s). Said signs shall conform to the Corporation's architectural standards and colors.

14.7 Non-direct Employees

In the event the Corporation directly employs their own direct employees and FirstService Residential performs payroll processing, benefits administration or incurs any other expenses or costs associated with the employee of the Corporation then FirstService Residential will charge to the Corporation a \$25 fee per employee, per pay period. Additionally, the Corporation and FirstService Residential agree that in the event of any litigation or legal issues arising as a result of or in connection to an employee of the Corporation, all work and time spent in relation to such an issue by FirstService Residential and its employees shall be charged back to the Corporation at the amounts set out in Exhibit A.

14.8 Referral Fee

In the event the Corporation refers FirstService Residential to another Corporation and a management agreement is signed between the parties, FirstService Residential will give a credit to the Corporation in the amount of \$1000, within 60 days, following the start date of the new agreement.

14.9 Dispute Resolution Provision

In the event of any and all disputes, claims or controversies arising out of or relating to the application, interpretation, implementation or validity of this Agreement, the parties both agree that they will enter into negotiations over the matter in dispute by submitting a written request to enter negotiations. If the matter is not resolved through negotiation after 30 days from the start of the negotiations or if negotiations do not commence 30 days after a written request has been received, then either party shall be entitled to submit the matter in dispute to mediation with a mediator, agreed to by both parties, for mediation. Nothing herein shall preclude any party from seeking injunctive relief in the event that any party perceives that without such injunctive relief, serious harm may be done to the party.

The parties will cooperate with one another in selecting a mediator from Ontario, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and lawyers, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including lawyers' fees, to be paid by the party against whom enforcement is ordered. The arbitration shall be held in Toronto, Ontario. The arbitration shall proceed in accordance with the provisions of the Arbitration Act Ontario.

14.10 Litigation Support and Legal Services after Agreement

All work completed after the expiration or termination of this agreement pertaining to, but not limited to: litigation support, legal document preparation, discoveries, meetings with legal counsel, legal statements, court appearances or any other work related to legal matters on behalf of or in connection to the Corporation shall be billed back to the Corporation at the hourly rates set out in Exhibit A. As such, this term shall survive the termination or expiration of this agreement.

14.11 Set-up Fee

To assist in the costs of setting up new corporations in the FirstService Residential system and other associated costs in starting up new client accounts, a one-time fee of three (\$7.00) per unit will be charged to the Corporation as a Set-up Fee

ARTICLE XV TERMINATION

- 15.1** This Agreement may be terminated by the Corporation in the event FirstService Residential is found to be in default of this Agreement and FirstService Residential fails to cure the default as provided herein. In the event of a default, the Corporation, through its Board, shall notify FirstService Residential in writing with specific details of the alleged default, using FirstService Residential's prescribed format. FirstService Residential shall then have

sixty (60) days from last day of the given calendar month when notice is given to cure the default. In the event FirstService Residential fails to cure the default, and the default is of such a nature that the cure is within the control of FirstService Residential, the Corporation may terminate this Agreement on a further thirty (30) days written notice from last day of the given calendar month when notice is given to FirstService Residential.

- 15.2 The Corporation shall pay to FirstService Residential any moneys due to FirstService Residential to the date of termination whether or not the Corporation actually allows FirstService Residential to continue its services. The management agreement may also be terminated under the terms and in accordance with, section 111 of the Condominium Act (1998, c. 19, s. 111 (1)(2)).
- 15.3 The parties agree that this Agreement shall not be allowed to lapse and terminate without notice of termination in writing given by either party to the other not less than ninety (90) days prior to the expiration of the initial term of this Agreement. Should notice of termination not be given ninety (90) days prior to the expiration of the initial term of this Agreement, as provided herein, the Agreement shall thereafter continue on a month to month basis until terminated upon ninety (90) days written notice, as provided herein, and, unless otherwise agreed to by the parties, the Manager's fee herein shall increase: (a) by 5% in respect of the 12-month period immediately following the expiration of the term of this Agreement; and (b) for each 12-month period thereafter, 3% per annum, until renegotiated.
- 15.4 For a period of twelve (12) months after any termination of this Agreement and for the purpose of settling any dispute or defending any claim made against FirstService Residential, the Corporation shall provide access to FirstService Residential at all reasonable times and upon reasonable notice to all relevant contracts, records, files and other documents or information (in whatever form or medium maintained).
- 15.5 In addition to the rights of the parties to terminate upon notice as heretofore set out, the Agreement shall terminate upon the happening of any of the following events:
 - (a) the insolvency or bankruptcy of FirstService Residential;
 - (b) the termination of the Corporation; or
 - (c) FirstService Residential is insubordinate, reckless or grossly negligent in performing its duties hereunder.
- 15.6 Upon termination of this Agreement:
 - (a) FirstService Residential shall cease to operate the Corporation's bank account and shall execute all necessary documents in recognition thereof as may be requested by the Corporation or the said bank, and shall as soon as possible thereafter render the final accounting to the Corporation;
 - (b) FirstService Residential shall surrender to the Corporation all contracts, records, files, bank accounts and other documents or information which FirstService Residential is required to keep under Subsection 55(1) of the Act. Further, FirstService Residential shall maintain on behalf of the Corporation any records, files or information related to the Corporation and stored in the computer of FirstService Residential for a period of twelve (12) months or until such earlier time as the Corporation advises FirstService Residential in writing of its permission to destroy such records;
 - (c) FirstService Residential shall turn over all keys to the Property in its possession or in the possession of any of its employees. FirstService Residential shall also turn over possession of any area (such as management offices) located on the Property under its control;
 - (d) if it has not already done so, the Corporation shall assume the obligation of any and all contracts which FirstService Residential has properly made for the purpose of arranging the services to be provided pursuant to this Agreement except those related to the employees of FirstService Residential and to accounting services; and
 - (e) the obligation upon FirstService Residential to account shall survive the termination of this Agreement.

ARTICLE XVI NOTICE

- 16.1 Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed (or faxed or sent by other electronic means if both parties have agreed in writing) to the Corporation at the residence on the Property of its President or any Officer from time to time holding office and to FirstService Residential at Suite 100, 2645 Skymark Avenue, Mississauga, Ontario L4W 4H2, and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other, or in the event of service by mail, on the third business day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities, then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

**ARTICLE XVII
PARTIAL INVALIDITY, STATUTES AND GOVERNING LAW**

- 17.1 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.
- 17.2 Any reference in this Agreement to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 17.3 This Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE XVIII
SUCCESSORS AND ASSIGNS**

- 18.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto provided always that this Agreement may only be assigned with the express written consent of the Corporation.
- 18.2 For the purposes of this paragraph, a sale or disposition of the shares, business or assets of FirstService Residential to another person or firm resulting in a change of control of FirstService Residential shall be deemed to be an assignment of this Agreement requiring the express written consent of the Corporation.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, as of the _____ day of _____, 201__.

STANDARD CONDOMINIUM CORPORATION NO.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

FIRSTSERVICE RESIDENTIAL ONTARIO

Per: _____
Name: Todd Cooper
Title: President

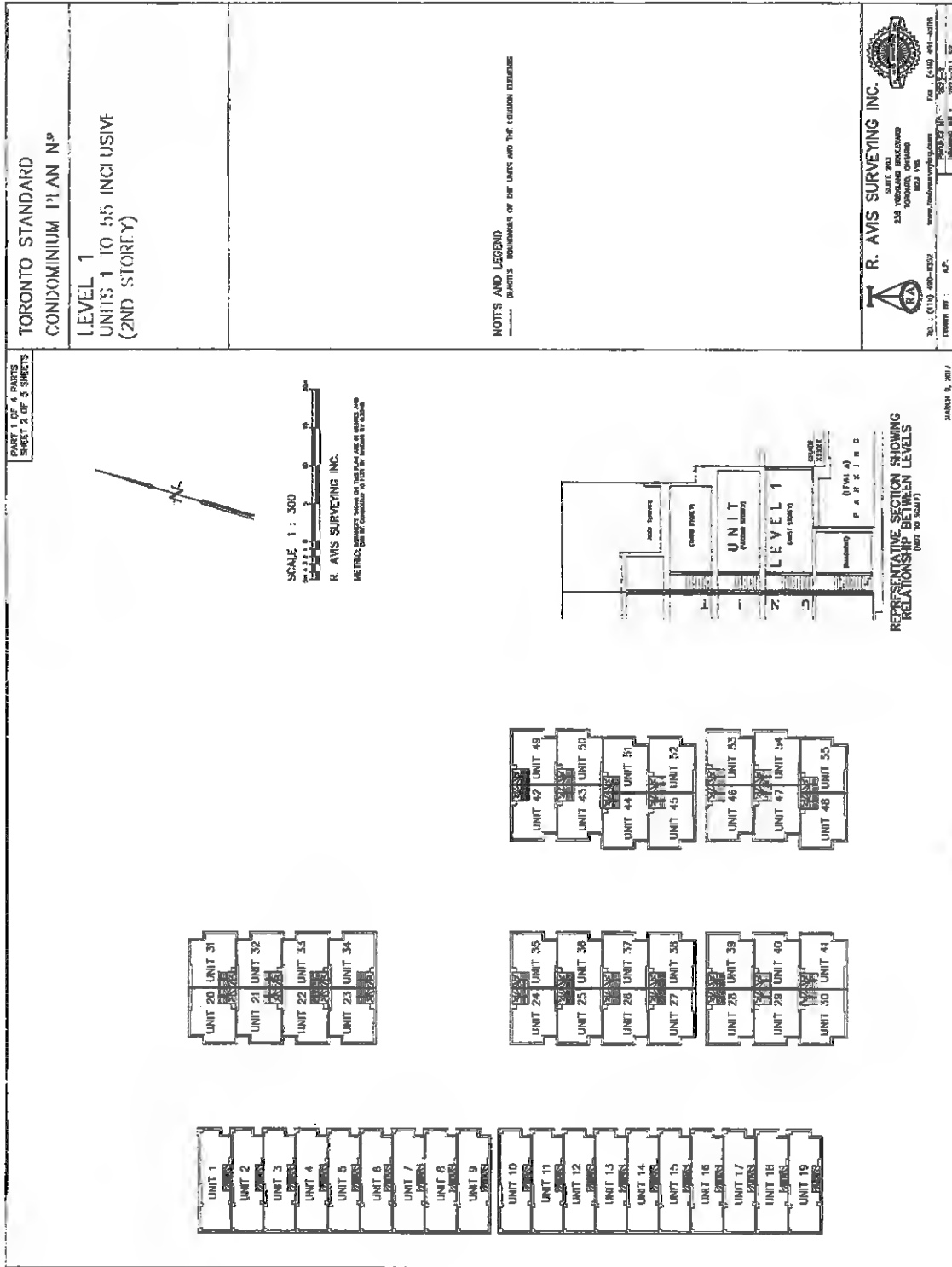
Per: _____
Name: Mark Hopkins
Title: Vice President

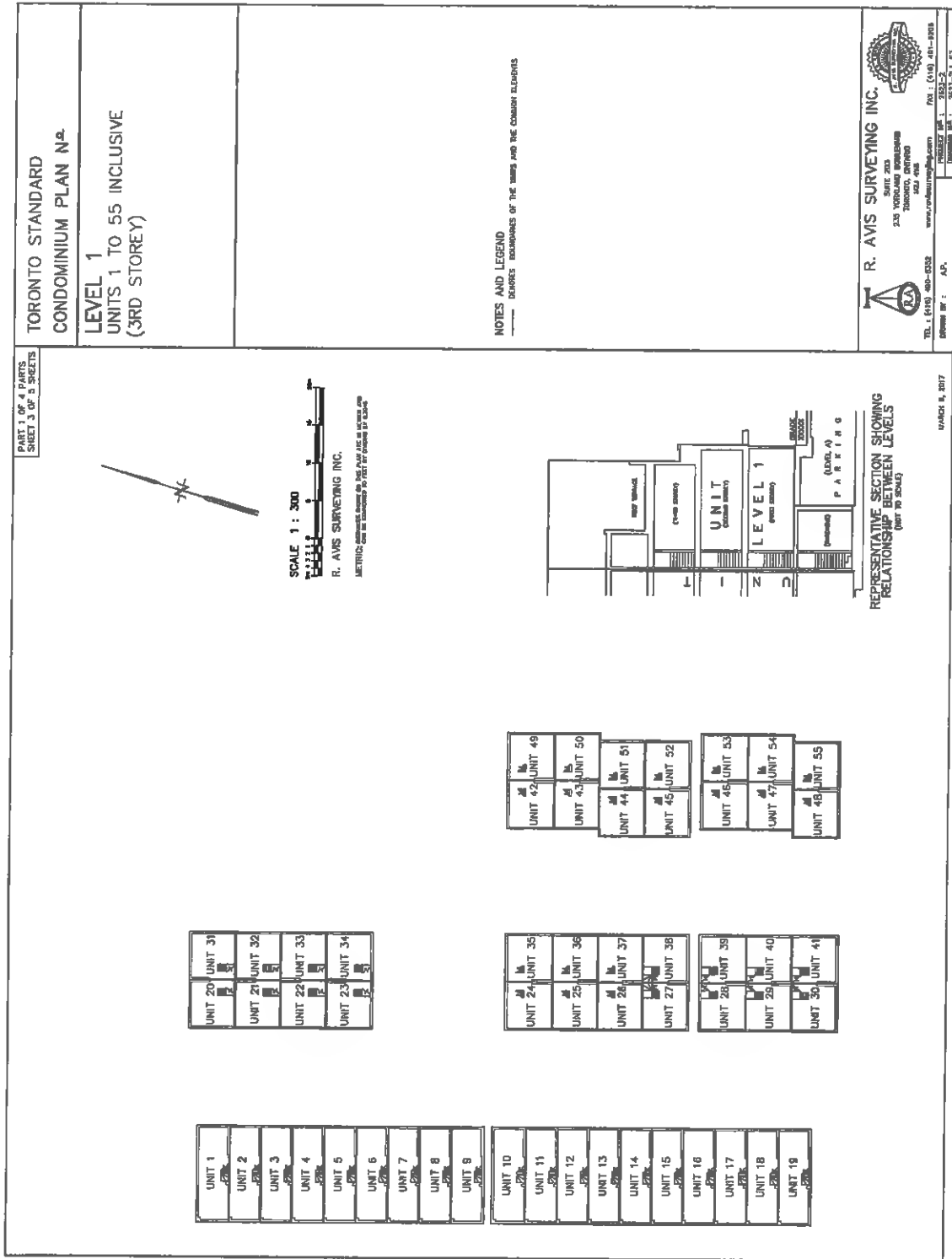
We have the authority to bind the Partnership.

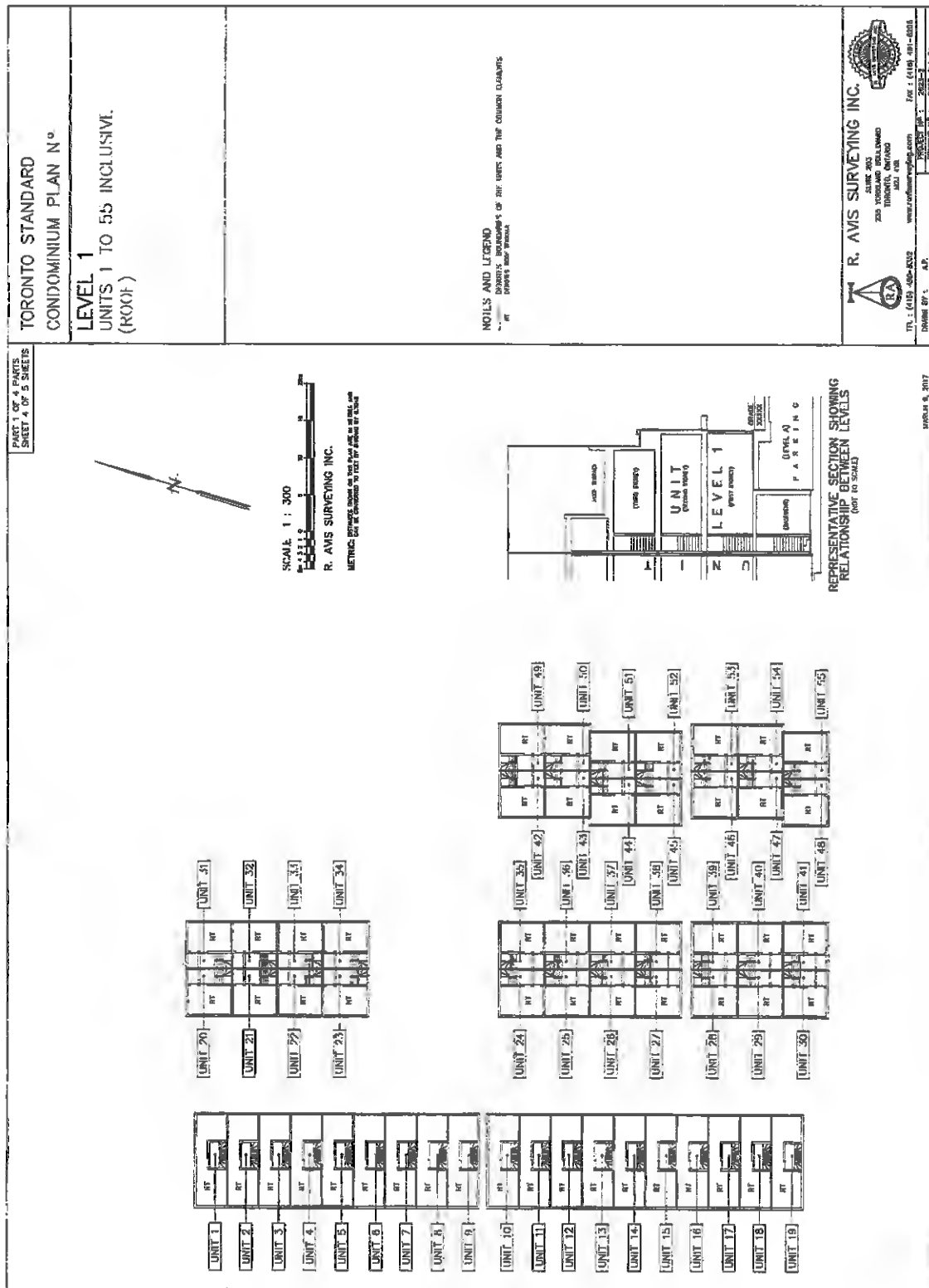
Exhibit A Fee Schedule

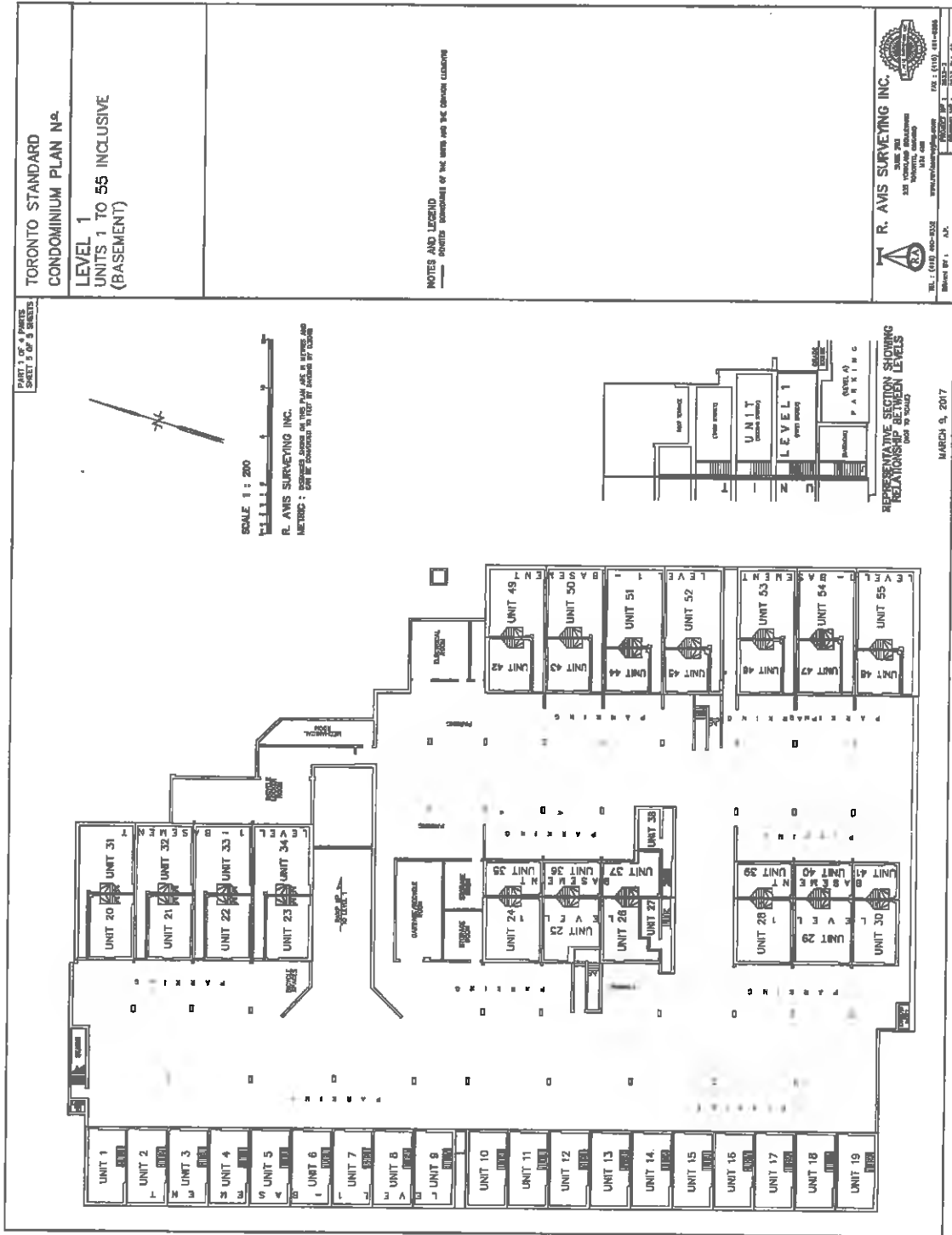
Schedule of fee rates for services discussed above.

<u>Position</u>	<u>Per Hour Rate</u>
Officer or Director	\$400
Senior Management	\$275
Senior Property Manager	\$195
Property Manager	\$100
Accounting	\$85
Administrative Staff	\$65
Other	\$65









SCHEDULE "E"
FORM OF ACKNOWLEDGMENT

SCHEDULE "H" TO THE AGREEMENT OF PURCHASE AND SALE

CONFIRMATION OF RECEIPT

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. Disclosure Statement (including Table of Contents);
2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description;
3. the proposed Declaration;
4. the proposed By-Laws;
5. the proposed Rules;
6. the proposed Management Agreement;
7. the preliminary draft Plan of Condominium; and
8. a copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that receipt of the disclosure documents Disclosure Statement and accompanying documents referred to in paragraphs 1-8 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act in respect of the return of the New Deposit paid under the Agreement to which this Schedule is attached, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached, provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within ten (10) days after the date that the Vendor receives a copy of the Agreement executed by the Purchaser.

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

WITNESS:

)
)
)
)
)
)
)
)

Purchaser

Purchaser

SCHEDULE "F"
FORM OF IRREVOCABLE DIRECTION



Alvarez & Marsal Canada Inc.
 Royal Bank Plaza, South Tower
 200 Bay Street, Suite 2900, P.O. Box 22
 Toronto, ON M5J 2J1
 Phone: +1 416 847 5200
 Fax: +1 416 847 5201

IRREVOCABLE DIRECTION

TO:

[insert Name of Deposit Holder]

[insert Address of Deposit Holder]

 You are hereby irrevocably authorized and directed to release to
 _____ *[insert name of Leslieville Assignor]*
 (the "Assignor") the monies in the amount of \$ _____ *[insert amount]*
 being held by you in trust pursuant to an assignment of purchase and sale agreement
 condominium between the undersigned, as Assignee, and the Assignor dated
 _____ *[insert date]*, and this shall be your good and sufficient
 authority for so doing.

DATED at _____ *[insert city]* this _____ day of _____,
 2017.

Witness:

 By:

[Insert Name of Witness]

 By:

[Insert Name of Leslieville Assignee]

 By:

[Insert Name of Witness]

 By:

[Insert Name of Leslieville Assignee]

10:00 A.M.
COUNSEL SLIP

IN

COURT FILE NO CV-16-11409-00CL DATE MAY 2, 2017

NO ON LIST 10

TITLE OF
 PROCEEDING

CANADIAN IMPERIAL BANK OF COMMERCE
 ✓ URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.
 et al.

COUNSEL FOR:

PLAINTIFF(S)

APPLICANT(S)

PETITIONER(S)

Clifton Prophet for CIBC
 Thomas Germer as Agent
 Pamela Huff / Kelly Peters
 Counsel for Construction

PHONE & FAX NOS

416 862-3509

416 862-7661

416-863-2958

416-863-2654

COUNSEL FOR:

DEFENDANT(S)

RESPONDENT(S)

Receiver, Moving Party

PHONE & FAX NOS

DAVID REGER FOR REPRESENTED PURCHASERS T: 416-646-4606
 F: 416-865-1398

ADAM SLAVENS

FOR TARION WARRANTY CORPORATION T 416 865 7333
 F 416 865 7380

Lori Goldberg
 For Fuller Landau

T 416 597 7890

F 416 597 3370

Kauffman for Travelers Insurance Company of Canada
 (416) 962-3538
 akauffman@fasken.com

R. B. Bissell

T: 416-597-6489

F: 416-597-3370

For Terra Firma Capital

Corporation and Craft
 Development Corporation

Ali Tatari 647-297-8625

Emad Tatari 416-862-7159

Philip Horgan

416 777-9994

phorgan@carltonlaw.ca

for Commercial Two (Ben Clusman)
 Leslieville

NEAL PALOMINO

416-878-8806

Joseph D'Alimonte

counsel to NG Marin

email: jdalimonte@bellnet.ca

Court File No. CV-16-11409-00CL.
URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.

V.

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

Respondents

**ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST**

Proceeding commenced at Toronto

PURCHASER PACKAGE APPROVAL ORDER

BLAKE, CASSELS & GRAYDON LLP
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V
 Tel: 416-863-2958
 Fax: 416-863-2653
 Email: pamela.huff@blakes.com

Kelly Peters - LSUC#: 59914W
 Tel: 416-863-4271
 Fax: 416-863-2653
 Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Rivendale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

THURSDAY, THE 11th

MR. JUSTICE NEWBOULD

)

DAY OF MAY, 2017

)

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

ORDER**(RE: AMENDING PURCHASER PACKAGE APPROVAL ORDER)**

THIS MOTION, made by Alvarez & Marsal Canada Inc. in its capacity as receiver and manager (in such capacity, the **“Receiver”**), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the **“Construction Lien Trustee”**), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c.C.30, as amended (the Receiver, together with the Construction Lien Trustee, the **“Construction Receiver”**), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the **“Property”**) of Urbancorp (Leslieville) Developments Inc. (**“UC Leslieville”**), Urbancorp (Riverdale) Developments Inc. (**“UC Riverdale”**) and Urbancorp (The Beach) Developments Inc. (**“UC Beach”**), together with UC Riverdale, the **“Guarantors”**, and the Guarantors, together with UC

Leslieville, the “**Debtors**”), for an order amending the order of Mr. Justice Newbould granted May 2, 2017 (the “**Purchaser Package Approval Order**”), was heard this day in Toronto, Ontario.

ON READING the Notice of Motion dated April 21, 2017, the Second Report of the Construction Receiver dated April 21, 2017 (the “**Second Report**”) and the second supplementary report to the Second Report dated May 9, 2017 (the “**Second Supplement**”), and on hearing the submissions of counsel for the Construction Receiver, Canadian Imperial Bank of Commerce (as administrative agent and lender), the Ad Hoc Leslieville Purchasers, Terra Firma Capital Corporation, Travelers Guarantee Corporation of Canada, Tarion Warranty Corporation, and the counsel on the counsel slip, attached, no one appearing for any other person on the service list, although properly served with the Second Supplement as appears from the affidavit of service of Sonia Kohli sworn May 9, 2017 filed,

AMENDMENTS

1. **THIS COURT ORDERS** that that Purchaser Package Approval Order is hereby amended, *nunc pro tunc*, as follows:

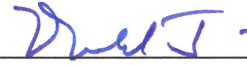
- (a) Subparagraph 2(e) of the Purchaser Package Approval Order shall be deleted in its entirety and replaced with:

“the disclosure documentation, substantially in the form attached as **Schedule “D”** hereto, with the deletion of the certificate contained therein (the “**Disclosure Documentation**”); and

- (b) Paragraph 4 of the Purchaser Package Approval Order shall be deleted in its entirety and replaced with:


“THIS COURT ORDERS that the Construction Receiver be and is hereby authorized to execute each New APS for and on behalf of UC Leslieville, once completed in accordance with paragraph 3 hereof, subject to the Construction Receiver making any non-material amendments as the Construction Receiver may consider necessary or desirable, including without limitation, additional

provisions relating to any non-resident or foreign purchaser taxes as may be introduced after the date hereof. For greater certainty, the Construction Receiver is not a “declarant” within the meaning of the *Condominium Act* (Ontario) and shall not be liable for the obligations of a declarant arising thereunder.”



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 11 2017

PER / PAR 

10:00A.M
COUNSEL SLIP

COURT FILE NO CV-16-11409-00CL DATE MAY 11, 2017

NO ON LIST 3

TITLE OF
 PROCEEDING

CANADIAN IMPERIAL BANK OF COMMERCE
 v URBAN CORP (LESLIEVILLE) DEV. INC et al

COUNSEL FOR:

PLAINTIFF(S)

APPLICANT(S)

PETITIONER(S)

Cliff Prophet
 For CIBC
 Pamela Hutt for
 Construction Receiver

PHONE & FAX NOS

416 862-3509 (p)

416 862-7661 (F)

416-883-2958

416 883-2953

COUNSEL FOR:

DEFENDANT(S)

RESPONDENT(S)

ADAM SCAVENS
 FOR TARIION WARRANTY CORPORATION

T 416 865 7333

F 416 865 7380

PHILIP HORGAN
 for Commercial Two (lien claimant
 on Leslieville)
 phorgan @ carltonlaw.ca

T 416 777-9994

F 416 777 9921

JOSEPH

D-ALI MONTA

for NG March (lien claimant)

T 905-264-1553

X121

C 905 264-5750

Jdalimonte @ bellnet

R. B. BISSELL

T: 416.597.6489

for Terra Firma Capital

F: 416.597.3370

Corporation and Craft
 Development Corporation

ONTARIO
 SUPERIOR COURT OF JUSTICE
 COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER AMENDING
 SETTLEMENT APPROVAL ORDER

BLAKE, CASSELS & GRAYDON LLP
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V
 Tel: 416-863-2958
 Fax: 416-863-2653
 Email: pamela.huff@blakes.com

Kelly Peters – LSUC#: 59914W
 Tel: 416-863-4271
 Fax: 416-863-2653
 Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc.,
 in its capacity as both Receiver and Manager, and
 Construction Lien Trustee of the assets, undertakings
 and property of Urbancorp (Leslieville) Developments
 Inc., Urbancorp (Riverdale) Developments Inc., and
 Urbancorp (The Beach) Developments Inc.