



September 9, 2021

**RE:** Suite 1503A Unit 10 Level 14 of  
Metropolitan Toronto Condominium Corporation No. 638

Dear Sir or Madam:

As requested, we are pleased to provide a status certificate for the above-noted unit along with other documents pertaining to the condominium corporation.

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to [Metropolitan Toronto Condominium Corporation No. 638](#), c/o [Crossbridge Condominium Services Ltd.](#), 1 and 3 Concorde Place, Don Mills, ON M3C 3K6/3K7 or by email to [HighgateatConcordePlace@crossbridgecs.com](mailto:HighgateatConcordePlace@crossbridgecs.com).

In accordance with current legislation, a person, upon becoming an owner in a corporation is required within 30 days to give written notice to the corporation of their:

- Name
- Unit Number
- Address for Service (mailing address)

If the address for service is not in the Province of Ontario then the address for service will be that of the unit in the condominium corporation.

Until and unless such notification is provided to the Corporation, its records shall remain in the name of the present owner as prescribed under the *Condominium Act, 1998* and the new owner will not receive notices of any meetings and other written communication from the Corporation.

We inform you that maintenance fees on a unit are due on the first day of each month. Maintenance fees may be paid by pre-authorized fund transfer (PAFT). Please complete the enclosed PAFT form and return to the management office at the above-noted address for service.

If the unit is intended to serve as a rental property then please ensure that the enclosed *Summary of Lease or Renewal* is completed and returned to the management office.

You are welcome to contact the condominium manager at [\(416\)445-8115](tel:(416)445-8115) with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink that reads "Alana Phelps".

Alana Phelps  
Property Manager

Enclosures

**STATUS CERTIFICATE**  
**(UNDER SUBSECTION 76 (1) OF THE CONDOMINIUM ACT, 1998)**

**Metropolitan Toronto Condominium Corporation No. 638** (known as the “Corporation”) certifies that as of the date of this certificate:

**General Information Concerning the Corporation**

1. Mailing address:

MTCC 638 - Highgate at Concorde Place  
c/o Crossbridge Condominium Services Ltd.  
1 and 3 Concorde Place  
Don Mills, ON M3C 3K6/3K7
2. Address for service:

same as above
3. Property manager:

Crossbridge Condominium Services Ltd.  
111 Gordon Baker Road  
Suite 700  
North York, ON M2H 3R1

On-Site Property Manager: Mariana Dumitrache, (416)445-8115

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Michael Selke	Director	Same Above	(416)445-8115
Susan Loizides	Director	Same Above	(416)445-8115
Cameron Ridsdale	Director	Same Above	(416)445-8115
Geoffrey Hedges	President	Same Above	(416)445-8115
John Kurtz	Secretary	Same Above	(416)445-8115
Sirazali Bardi	Treasurer	Same Above	(416)445-8115
Lorna Eaton-Serbert	Vice President	Same Above	(416)445-8115

**Common Expenses**

5. The owner of Suite 1503A Unit 10 Level 14 at 1 Concorde Place, Don Mills, ON M3C 3K6 of Metropolitan Toronto Condominium Corporation No. 638, registered in the Land Registry Office for the Land Titles Division of Toronto

is not in default in the payment of common expenses.

OR

is in default in the payment of common expenses in the amount of \$ 0 )

*[If applicable add:*

and a certificate of lien has been registered against the unit.

6. A payment on account for the unit for Common Expense Contribution charges of \$1364.87 for a total fee of \$1364.87 is due on 01 Oct 2021 for the period 01 Oct 2021 to 31 Oct 2021. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$ 0 in prepaid common expenses for the unit
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit *[if applicable add:*

except.....

*set out details and provide brief description)]*.

**Budget**

9. The budget for the current fiscal year is accurate and may result in a surplus of or a deficit of \$Unknown.

*Please note, the Corporation is meeting its obligations as and when they become due and it is not considering any increase in the common expenses until the next fiscal period. The Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls.*

10. *[Strike out whichever is not applicable:*

Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.

OR

~~Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have been increased by \$..... per month because .....  
(set out the reason for the increase)].~~

11. *[Strike out whichever is not applicable:*

Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation’s operating fund or for any other purpose.

OR

~~Since the date of the budget of the Corporation for the current fiscal year, the board has levied the following assessments against the unit to increase the contribution to the reserve fund or the Corporation’s operating fund or for any other purpose:  
..... set out the amounts and the reason for the assessments.)).~~

12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s) during the current fiscal year. *[if applicable add: except ..... (give particulars of any potential increase)].*

*i) We’ve learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation), and ii) It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget (see also Paragraph 9 in relation to any anticipated budget deficit or surplus). We won’t know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crisis is behind us.*

**Reserve Fund**

13. The Corporation’s reserve fund amounts to \$ 3,187,434.90 (unaudited) as of July 31, 2021 (specify a date that is no earlier than at the end of a month within 90 days of the date of this certificate).

14. *[Strike out whichever is not applicable:*

The most recent Reserve Fund Study conducted by the Board was a Reserve Fund Study update without site visit (specify class of reserve fund study) dated April 3, 2019 and prepared by Morrison Hershfield Limited (name the person who conducted the reserve fund study) The next reserve fund study will be conducted before August 1, 2022 (set out the date by which the next reserve fund study must be conducted as required by the regulations made under the Act).

OR

*(If no reserve fund study has been conducted by the board, state:*

~~A reserve fund study will be conducted before..... (set out the date by which the reserve fund study must be conducted as required by the regulations made under the Act)).~~

15. ~~(If a notice has not been sent to the owners under subsection 94 (9) of the Condominium At, 1998, include the following paragraph:)~~

~~The balance of the reserve fund at the beginning of the current fiscal year was \$..... in accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$....., and the anticipated expenditures to be made from the reserve fund in the current fiscal year amount to \$..... The board anticipates that the reserve fund will/will not be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.~~

16. ~~[If a notice has been sent to the owners under 94 (9) of the Condominium Act, 1998, include the following statement and a copy of the most recent notice for the unit with this certificate and mention it in the list of documents forming part of this certificate:~~

The board has sent to the owners a notice dated **April 29, 2019** (date of most recent notice) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented **August 1, 2019** and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.

OR

~~The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice (if applicable add: except..... (set out why contributions are not being made in accordance with the Contribution Table and whether this will be addressed)).~~

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund; except as indicated in the Notice of Future Funding of the reserve fund (under subsection 94 (9) of the *Condominium Act, 1998*. Please see paragraph 16.

## Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation [if applicable add: except..... (give amount of judgement and brief particulars)].

The Corporation is a party to a lawsuit. As part of its attempt to collect arrears of common expenses and enforce a lien, the Corporation commenced a claim against a unit owner for vacant possession of the unit. The claim was issued out of the Toronto courthouse and bears court file no. CV-21-667815.

19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal [if applicable add: except..... (give brief particulars and the status of those proceedings to which the Corporation is a party)].
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order [if applicable add: except..... (give particulars)].
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*, [if applicable add: except..... (give brief particulars and the status of any claims that have been made)].

22. [Strike out whichever is not applicable:



There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

OR

~~There is currently an order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*. (If applicable, include a copy of the order with this certificate and mention it in the list of documents forming part of this certificate)].~~

### **Agreements with owners relating to changes to the common elements**

23. *[Strike out whichever is not applicable:]*

The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

OR

~~The unit is subject to one or more agreements under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties (if applicable add: except ..... (give particulars)). (If applicable, include a copy of the agreements with this certificate mention them in the list of documents forming part of this certificate.))]~~

*Please note: The Corporation does not conduct an inspection of the unit and/or appurtenant common elements prior to completing a status certificate. The corporation does not make any representations with respect to any matters beyond the scope of the required information to be included in a status certificate pursuant to the Act, unless specifically stated herein. All information included in this status certificate is based on and limited to the knowledge and information of the board of directors and/or management. As a result, purchasers are advised to satisfy themselves as to whether there are any breaches of the Act, declaration, by-laws or rules, including but not limited to whether any unauthorized alterations have been made to the unit and/or the common elements.*

### **Leasing of Units**

24. *[Strike out whichever is not applicable:]*

~~The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.~~

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 28 (twenty-eight) units were leased during the fiscal year preceding the date of this status certificate.]

### **Substantial changes to the common elements, assets or services**

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* [if applicable add: except

*(give a brief description and a statement of their purpose)].*

### **Insurance**

26. The corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

*Please note: Each unit owner is advised to carefully review the enclosed Certificate of Insurance, including the extent of any deductibles, and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements to their individual units. As well each unit owner's insurance policy should include personal third party liability insurance, reimbursement for living expenses outside of your unit and protection against any deductible charges that might accrue to the unit owner from the Condominium Corporation. The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit by-law, if applicable, or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.*

### Phased condominium corporations

27-32. These clauses deal with Phased, Common Element, Vacant and Leasehold Condominium Corporations and do not apply to this Standard Condominium Corporation.

### Attachments

33. The following documents are attached to this Status Certificate and form part of it.

- (a) a copy of the current declaration, by-laws and rules, *(if applicable, add: which include an occupancy standards by-law)*;
- (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
- (c) ~~a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;~~
- (d) a certificate or memorandum of insurance for each of the current insurance policies.

*[if applicable add the following items:]*

- (e) ~~a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- (f) ~~a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- (g) ~~a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated [April 29, 2019](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i) ~~a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- (j) ~~a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~
- (k) ~~a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~

- (l) ~~if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~

### **Rights of person requesting certificate**

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:

1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

*Please note: This Status Certificate is valid subject to all outstanding cheques/payments for this unit being accepted by the Corporation's banking institution when presented for deposit, up to and including the date of this certificate.*

Crossbridge Condominium Services Ltd.

Agent acting on behalf of:

Metropolitan Toronto Condominium Corporation No. 638

*Alana Phelps* \*

Date September 09, 2021

Alana Phelps

Authorized Signing Officer

I have the authority to bind the Corporation

\* Executed pursuant to the *Electronic Commerce Act* (Ontario)

**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND  
(under subsection 94 (9) of the *Condominium Act, 1998*)**

TO: All owners in Metropolitan Toronto Condominium Corporation No. 638

The board has received and reviewed a Reserve Fund Study Update with Site Inspection, dated April 8, 2021, prepared by Morrison Hershfield Limited, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time the average contribution per unit per month to the reserve fund is \$518.31. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$50.28 in 2021/2022, \$55.15 in 2022/2023 and \$60.50 in 2023/2024.

The proposed funding plan will be implemented beginning on AUGUST 1, 2021

Dated this 15 day of APRIL, 2021.

Metropolitan Toronto Condominium Corporation No. 638

\_\_\_\_\_  
(signature) 

\_\_\_\_\_  
(print name) GEOFF HEDGES - PRESIDENT.

\_\_\_\_\_  
(signature) 

\_\_\_\_\_  
(print name) SHIRAZ BARDAI - TREASURER

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Reserve Fund Study Update with Site Inspection, dated April 8, 2021, prepared by Morrison Hershfield Limited for Metropolitan Toronto Condominium Corporation No. 638 (known as the "Reserve Fund Study").

Subsection 94 (1) of the *Condominium Act, 1998*, requires the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2021/2022 is \$2,094,668, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$3,317,924
Minimum Reserve Fund Balance during the projected period:	\$231,803
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.0%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	1.5%

The Reserve Fund Study can be examined

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(set out details e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the *Condominium Act, 1998*, where and when it can be examined).

## SUMMARY OF PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of Metropolitan Toronto Condominium Corporation No. 638 has reviewed the Reserve Fund Study Update with Site Inspection, dated April 8, 2021 prepared by Morrison Hershfield Limited for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the current fiscal year (2020/2021) is \$1,909,451 which is the same amount that has already been budgeted ~~OR represents an increase of \_\_\_\_\_% over the amount already budgeted.~~

The Proposed Plan for Future Funding of the Reserve Fund can be examined

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*(set out details e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the Condominium Act, 1998, where and when it can be examined).*



**DIFFERENCES BETWEEN THE RESERVE FUND STUDY AND  
THE PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND**

The Plan for Future Funding of the Reserve Fund proposed by the Board differs from the Reserve Fund Study in the following respects:

None.

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### 30 Year Reserve Fund Cash Flow Table Approved Funding Scenario - FINAL - April 8, 2021

Assumed Interest Rate	1.5%
Assumed Inflation Rate	2.0%
Reserve Fund Balance at Start of 2021 Fiscal Year, as per Audited Financial Statement	3,317,924
Present Annual Contribution to the Reserve Fund	1,909,451
Minimum Reserve Fund Balance	231,803

Year Ending In	Opening Balance	Recommended Annual Contribution	Other Contribution (e.g. special assessment, loan)	Estimated Future Inflated Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2021	3,317,924	1,909,451		3,516,875	37,713		1,748,213
2022	1,748,213	2,094,668		1,070,144	33,907	9.7%	2,806,644
2023	2,806,644	2,297,851		1,789,655	45,911	9.7%	3,360,751
2024	3,360,751	2,520,742		2,390,542	51,388	9.7%	3,542,339
2025	3,542,339	2,765,254		2,104,963	58,087	9.7%	4,260,717
2026	4,260,717	3,033,484		3,202,380	62,644	9.7%	4,154,465
2027	4,154,465	3,094,153		3,528,260	59,061	2.0%	3,779,419
2028	3,779,419	3,156,036		2,942,926	58,290	2.0%	4,050,819
2029	4,050,819	3,219,157		1,086,128	76,760	2.0%	6,260,608
2030	6,260,608	3,283,540		3,810,194	89,959	2.0%	5,823,913
2031	5,823,913	3,349,211		4,321,579	80,066	2.0%	4,931,611
2032	4,931,611	3,416,195		5,005,452	62,055	2.0%	3,404,409
2033	3,404,409	3,484,519		4,684,505	42,066	2.0%	2,246,490
2034	2,246,490	3,554,210		5,587,346	18,449	2.0%	231,803
2035	231,803	3,625,294		134,323	29,659	2.0%	3,752,433
2036	3,752,433	3,697,800		769,568	78,248	2.0%	6,758,913
2037	6,758,913	3,771,756		2,658,811	109,731	2.0%	7,981,588
2038	7,981,588	3,847,191		2,765,197	127,839	2.0%	9,191,421
2039	9,191,421	3,924,135		505,314	163,512	2.0%	12,773,754
2040	12,773,754	4,002,617		228,719	219,911	2.0%	16,767,563
2041	16,767,563	4,082,670		3,351,926	256,994	2.0%	17,755,300
2042	17,755,300	4,164,323		5,063,895	259,583	2.0%	17,115,311
2043	17,115,311	4,247,609		5,664,525	246,103	2.0%	15,944,498
2044	15,944,498	4,332,562		7,037,758	218,879	2.0%	13,458,181
2045	13,458,181	4,419,213		5,636,960	192,740	2.0%	12,433,173
2046	12,433,173	4,507,597		9,126,066	151,859	2.0%	7,966,563
2047	7,966,563	4,597,749		5,575,192	112,168	2.0%	7,101,288
2048	7,101,288	4,689,704		4,324,031	109,262	2.0%	7,576,223
2049	7,576,223	4,783,498		644,179	144,688	2.0%	11,860,231
2050	11,860,231	4,879,168		390,686	211,567	2.0%	16,560,280

**Contribution Table**  
**Approved Funding Scenario - FINAL - April 8, 2021**

Year	Annual Contribution*	Percent Increase over Previous Year	Other Contribution	Total Contribution
2021	1,909,451			1,909,451
2022	2,094,668	9.7%		2,094,668
2023	2,297,851	9.7%		2,297,851
2024	2,520,742	9.7%		2,520,742
2025	2,765,254	9.7%		2,765,254
2026	3,033,484	9.7%		3,033,484
2027	3,094,153	2.0%		3,094,153
2028	3,156,036	2.0%		3,156,036
2029	3,219,157	2.0%		3,219,157
2030	3,283,540	2.0%		3,283,540
2031	3,349,211	2.0%		3,349,211
2032	3,416,195	2.0%		3,416,195
2033	3,484,519	2.0%		3,484,519
2034	3,554,210	2.0%		3,554,210
2035	3,625,294	2.0%		3,625,294
2036	3,697,800	2.0%		3,697,800
2037	3,771,756	2.0%		3,771,756
2038	3,847,191	2.0%		3,847,191
2039	3,924,135	2.0%		3,924,135
2040	4,002,617	2.0%		4,002,617
2041	4,082,670	2.0%		4,082,670
2042	4,164,323	2.0%		4,164,323
2043	4,247,609	2.0%		4,247,609
2044	4,332,562	2.0%		4,332,562
2045	4,419,213	2.0%		4,419,213
2046	4,507,597	2.0%		4,507,597
2047	4,597,749	2.0%		4,597,749
2048	4,689,704	2.0%		4,689,704
2049	4,783,498	2.0%		4,783,498
2050	4,879,168	2.0%		4,879,168

\* The term "annual contribution" refers to the amount contributed each year to the reserve fund from the monthly common expenses.



June 30, 2021

Dear Highgate Owners

At a Board meeting held on June 15, 2021, the budget for the 2021-22 fiscal year was unanimously approved by the Board members, following a comprehensive review by the Reserve Fund Committee.

By way of explanation, here are the details of how the budget for the upcoming fiscal year is determined:

Our budget and contributions are made up of two funds, the Operating Fund and the Reserve Fund.

The Operating Fund includes all annual costs of operating, such as utilities, staff costs, contracts for security, cable, internet, insurance etc. This budget is developed annually using actual data and estimates of future costs. The budget is developed by Crossbridge with input from our Treasurer and the Board. This year's budget has been scrutinized by the Finance Committee and they have approved the costs contained in the Operating Fund budget.

The Reserve Fund is governed by the Condominium Act for the purpose of repair and replacement of the common elements and assets of the Corporation and ensure that future projects are adequately funded and by law, must be updated every three years. Contributions to the fund are mandatory and established by a study from an independent Engineer/Consultant and by agreement with the Board and owners at the AGM's. Highgate's most recent study was completed in March 2021.

In a condo building, the Reserve Fund balance is considered an important factor for funding projects and market value and for that reason, we must ensure that increases stay in line with required funding to ensure that the high quality of the building is maintained and to enhance the marketability of units. Historically (over the past 5 years), Reserve Fund Opening Balance has been greater than \$ 3.5M. Currently, 2022 Reserve Fund Opening Balance is projected to be \$ 1.7M, due to the many large projects that have been initiated over that period. In 2022, we are trying to build up the Reserve Fund for upcoming projects. The next two big projects that we need to plan for are replacement of the fan coil units (heating and air conditioning) and repairs to the garage.

Over the past years, we have made contributions to the Common Area Expense from the Operating account surplus to reduce the impact of increases to the owners. For example, in the last fiscal year, a contribution of \$142,000 was made from the Operating surplus to reduce the required Common Area Expense increase of 9.16% to 6%. For this fiscal year, the Operating surplus is contributing only \$60,000 to reduce the Common Area Expense increase from 7.2% to 5.93%. However, we cannot forecast the amount of Operating surplus that may be available in future years.

In summary, the budget calls for a 5.93% increase to your Common Area Expense for the next fiscal year, paid monthly, effective August 1, 2021.

We understand that this may be a hardship for some of our owners, but there have been significant increases in our Operating budget due to measures required to combat the Covid virus. We also remind owners that some of this increase may have been offset by owners taking advantage of the savings of

Management Office, 1 Concorde Place, Don Mills, Ontario M3C 3K6  
Phone: (416) 445-8115 Fax: (416) 445-8116 Email: [highgatemanager@rogers.com](mailto:highgatemanager@rogers.com)  
Website: [www.highgatecommunity.ca](http://www.highgatecommunity.ca)


approximately \$100 per month for internet services, now included in our Rogers offering at no additional cost.

For clarity, the following tables set out the total contributions to the Operating Fund, Reserve Fund and allocations from the Operating Fund to reduce increases in CAE for the 2021-2022 and for the previous fiscal period.

Category	2021 -2022	Increase	% Change
Operating Fund	\$3,003,172	\$ 15,247	0.51%
Reserve Fund	\$2,094,667	\$185,216	9.70%
As Mandated by the Consultant			
<b>Total</b>	<b>\$5,097,839</b>	<b>\$342,463**</b>	<b>7.20%**</b>
Allocation from Operating Fund Surplus	(\$60,000)		
<b>Net Contributions Collected</b>	<b>\$5,037,839</b>	<b>\$282,463**</b>	<b>5.93%**</b>

Category	2020 -2021	Increase	% Change
Operating Fund	\$2,987,925	\$ 92,585	3.20%
Reserve Fund	\$1,909,451	\$143,319	8.1%
As Mandated by the Consultant			
<b>Total</b>	<b>\$4,897,376</b>	<b>\$410,904**</b>	<b>9.16%**</b>
Allocation from Operating Fund Surplus	(\$142,000)		
<b>Net Contributions Collected</b>	<b>\$4,755,376</b>	<b>\$268,904**</b>	<b>6.00%**</b>

Note: \*\* The calculations for the "Increase" and "% Change" for 2021/22 are based on the 2020/21 Net Contributions Collected

  
 Geoff Hedges, President

  
 Shirazali Bardai, Treasurer

**Metropolitan Toronto Condominium Corporation No. 638**  
**Condensed Budgeted Statement of Operations**

	<b>2020-2021 Budgeted (\$'000s)</b>	<b>2020-2021 Projected (\$'000s)</b>	<b>2021-2022 Budgeted (\$'000s)</b>
<b>INCOME</b>			
Common Area Charges	4,756	4,756	5,038
Transfer to Reserve Fund	1,909	1,909	2,095
	<b>2,847</b>	<b>2,847</b>	<b>2,943</b>
Interest Income	12	2	2
Other	25	13	14
<b>TOTAL INCOME</b>	<b>2,884</b>	<b>2,862</b>	<b>2,959</b>
<b>OPERATING EXPENSES</b>			
Gas	168	167	193
Hydro	595	498	519
Water	192	217	203
<b>TOTAL UTILITIES</b>	<b>955</b>	<b>882</b>	<b>915</b>
<b>OTHER EXPENSES</b>			
Wages & Benefits (Direct Staff)	369	361	381
Contract Staff (Security)	348	392	358
Operating Contracts	695	678	712
Repairs and Maintenance	376	329	361
Insurance	165	170	191
General & Administration	107	100	101
<b>TOTAL OTHER EXPENSES</b>	<b>2060</b>	<b>2030</b>	<b>2104</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>3,015</b>	<b>2,912</b>	<b>3,019</b>
<b>Surplus (Deficit) for the Year</b>	-142 *	-3	-60 *
<b>Surplus, Beginning of Year</b>	377	273	280
<b>Surplus, End of Year</b>	<b>235</b>	<b>270</b>	<b>220</b>

\* Deficit, if any, to be offset from the accumulated surplus in the Operating Fund





**Instruction**

This form can be filled out electronically and then saved or printed. When filled out electronically, the form is dynamic – for example, text boxes will expand as you enter information, and checking certain boxes may cause items to appear or disappear as necessary. The blank form can also be printed in full, and then filled out in hard copy. Please note that to print the form, the form must be saved, opened, and printed from your local device. If you are filling out the form in hard copy and you need more space, you may enclose additional sheets of paper with the form.

**1. General information about the corporation**

Name of the condominium corporation

Metropolitan Toronto Condominium Corporation No. 638

The address for service of the corporation

Unit Number	Street Number	Street Name	PO Box
	1	Condorde Place	
City/Town	Province		Postal Code
Toronto	Ontario		M3C 3K6

The condominium manager, management provider, or any other person responsible for management of the property ☐ Not applicable

Name	Address for Service	Email Address (optional)
i. Mariana Dumitrache	Crossbridge Condominium Services Ltd. 111 Gordon Baker Road, North York, M2H 3R1	highgatemanager@rogers.com

Additional ways to deliver requests for records to the corporation

The corporation has a mailing address for receiving requests for records, in addition to the addresses for service identified above ☐ Not applicable

Unit Number	Street Number	Street Name	PO Box
	1	Concorde Place	
City/Town	Province		Postal Code
Toronto	Ontario		M3C 3K6

The corporation has an email address or other method of electronic communication for receiving requests for records, in addition to the addresses identified above: ☐ Not applicable

highgatemanager@rogers.com

**Instruction for the person filling out this form:** If a corporation keeps a record in electronic form, the board is required to pass a resolution setting out the method of electronic communication that a requester can agree to (in a request for records) as the record delivery method. If the corporation has passed such a resolution, the method of electronic communication is:

by e-mail

**Number of leased units**

The corporation has received notice under s. 83 of the *Condominium Act, 1998* that 30 unit(s) was/were leased during the current fiscal year.

## 2. Directors and officers of the corporation

Name	Position/Title	Address for Service	Email Address (optional)
i. <b>Geoffrey Hedges</b>	<input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act Title <b>President</b>	Same as above	
ii. <b>Lorna Eaton</b>	<input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act Title <b>Vice President</b>	Same as above	
iii. <b>John Kurtz</b>	<input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act Title <b>Secretary</b>	Same as above	

iv. Sirazali Bardai	<input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act  Title Treasurer	Same as above	
v. Susan Liozides	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act	Same as above	
vi. Cameron Ridsdale	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act	Same as above	
vii. Mike Selke	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Officer a. <input type="checkbox"/> is a party to a legal action to which the corporation is a party b. <input type="checkbox"/> was a party to a legal action that has resulted in an outstanding judgment against the corporation or the director c. <input type="checkbox"/> has contributions to the common expenses that are in arrears for 60 days or more d. <input type="checkbox"/> has not completed the prescribed training within the prescribed time under clause 29 (2) (e) of the Act	Same as above	

### 3. Insurance information about the corporation

The corporation has obtained and maintained all of the insurance required by the *Condominium Act, 1998* or that is otherwise legally required, at all times during the current fiscal year.

☒ Yes ☐ No

If an owner, a lessee of an owner or a person residing in the owner's unit causes damage to the condo property, the condo corporation may be required to add the cost of repairing the damage or the deductible limit of the corporation's required insurance policy, whichever is less, to the owner's common expenses, or the corporation may seek to recover the amount from the owner in another manner. This could be affected by a by-law the corporation may have passed under s. 56 (1)(i) of the *Condominium Act, 1998*.

Complete the following information for each insurance policy of the corporation:

Insurance Policy (Instruction: Provide a brief description)	Deductible (Instruction: Provide a brief description of the deductible and the amount of the deductible)	With respect to this deductible, the maximum amount that could be added to an owner's common expenses under s. 105 (2) of the <i>Condominium Act, 1998</i> or as a result of a by-law passed under s. 56 (1) (i) of the Act.
i. Comprehensive All Risk Insurance	\$25,000 Standard	\$25,000.00
ii.	\$25,000 Sewer Backup/Water Damage	\$25,000.00
iii.	\$25,000 Flood	
iv.	\$100,000 Earthquake	

The Corporation has obtained and maintained the insurance policy described in section 39 of the *Condominium Act, 1998*

☒ Yes ☐ No

The Corporation has obtained and maintained the insurance policy described in section 99 of the *Condominium Act, 1998*

☒ Yes ☐ No

The Corporation has obtained and maintained the insurance policy described in section 102 of the *Condominium Act, 1998*

☒ Yes ☐ No

The corporation has or had a legal obligation to maintain insurance, aside from the insurance described in section 39, 99, and 102, at any time during the fiscal year

☒ Yes ☐ No

Information about the "standard unit"

☒ The standard unit is described in a by-law made under s. 56 (1) (h) of the *Condominium Act, 1998*

► The bylaw number is By-Law No. 8

☐ The standard unit is not described in a bylaw made under s. 56 (1) (h) of the *Condominium Act, 1998*

If the standard unit is not described under s. 56 (1) (h) of the *Condominium Act, 1998* the corporation may have a schedule, referred to in s. 43(5)(h) of the *Condominium Act, 1998* setting out what constitutes a standard unit

☒ A certificate or memorandum of insurance for each of the corporation's current insurance policies is enclosed with this information certificate.

If no certificate or memorandum of insurance for each of the corporation's current insurance policies is enclosed, then an explanation may be provided here

#### 4. Financial information about the corporation

##### Budget

The budget of the corporation for the current fiscal is accurate and may result in:

☐ a surplus of: \_\_\_\_\_

☒ a deficit of: \$141,716.00

☐ neither a surplus nor a deficit

## Reserve Fund

The balance in the reserve fund **\$4,228,899.00** Date (yyyy/mm/dd) (the last day of the quarter to which the information certificate relates) **2021/04/30**

The balance of the reserve fund at the beginning of the current fiscal year was:  
**\$3,317,924.40**

In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is:  
**\$1,909,451.00**

The anticipated expenditures to be made from the reserve fund in the current fiscal year, in accordance with the corporation's budget, amount to:

Description of expenditure	Amount
i. <b>Building Roof Replacement</b>	<b>\$1,727,697.00</b>
ii. <b>Pool Repairs and Deck Water Proofing and Tile Installation</b>	<b>\$970,794.00</b>
iii. <b>Window Repairs</b>	<b>\$50,000.00</b>
iv. <b>Pwer Conditioning Equipment Replacement</b>	<b>\$62,000.00</b>
v. <b>NW Corner at 3 Concorde Landscape Enhancement</b>	<b>\$28,000.00</b>
vi. <b>Lighting Retrofit</b>	<b>\$78,604.00</b>
vii. <b>RFS with Site Visit</b>	<b>\$14,000.00</b>
viii. <b>Additional Unbudgeted RF Expenditures (heating boiler replacement, hot water riser &amp; valves repl., service rooms repairs, automatic door openers installation, storm water drainage repl., expansion joint repl. in B2, irrigation system controllers instal., emergency generators repairs, etc.)</b>	<b>\$161,156.00</b>
ix. <b>Contingency</b>	<b>\$40,000.00</b>
x. <b>Total</b>	<b>\$3,132,251.00</b>

The current plans, if any, to increase the reserve fund under a plan proposed by the board under subsection 94(8) of the *Condominium Act, 1998* for future funding of the reserve fund are

The corporation has an outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*:

☐ Yes ☒ No

### 5. Legal actions relating to the corporation

The corporation is currently a party to a legal action:

☐ Yes ☒ No

### 6. Outstanding judgements relating to the corporation

The corporation currently has outstanding judgments against it:

☐ Yes ☒ No

### 7. Disclosure information from directors of the corporation

☒ Copies of statements and information provided to the board during the current fiscal year under section 11.10 of O. Reg. 48/01 under the *Condominium Act, 1998* are enclosed with this information certificate

### 8. Compliance information about the corporation

The corporation has complied with all returns obligations, if any, under Part II.1 of the *Condominium Act, 1998* during the current fiscal year:

☒ Yes ☐ No

The corporation complied with its assessment fee obligations, if any, under s. 1.30 (6) of the *Condominium Act, 1998* during the current fiscal year:



☒ Yes ☐ No

A copy of any compliance order made by a Registrar directing the corporation, or a director or officer of the corporation, to comply with subsection 1.30(6), any provision of Part II.1 or subsection 132 (9) of the *Condominium Act, 1998*, is enclosed with this certificate, unless the corporation, director or officer of the corporation, has taken the required steps for a hearing by the License Appeal Tribunal in respect of the compliance order, under section 134.1 of the *Condominium Act, 1998*.

☐ Yes ☒ Not applicable

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**9. Other information about the corporation that is required by a corporation's by-laws**

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☒ Not applicable

☐ A by-law of the corporation requires additional information to be included with this certificate. The additional information required by the by-law is included below, or is enclosed with this certificate as a separate document.

**Note for common elements condominium corporations:** If your corporation is a common elements condominium corporation, all references in this form to "unit(s)" should be read as references to "common interest(s) in the corporation," and all references to "unit owner(s)" should be read as references to "the owner(s) of a common interest in the corporation".

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Dated this 15 day of June, 2021  
day of month month year



**Atrens-Counsel  
Insurance Brokers**  
Part of Arthur J. Gallagher Canada Limited

## CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown,  
subject to the terms and conditions of the policy applicable.

**NAMED INSURED:** METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638

**ADDITIONAL NAMED INSURED:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 1 & 3 Concorde Place  
Toronto, Ontario  
M3C 3K6

**TERM:** August 1, 2020 TO August 1, 2021

**COMMERCIAL PACKAGE POLICY NO. 7195657**

**PROPERTY:** Form: Comprehensive All Risk Policy

Amount of Insurance: \$203,481,000.00

Deductibles: \$ 25,000.00 STANDARD  
\$ 25,000.00 SEWER BACKUP  
\$ 25,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE

Company: Wawanesa Insurance 17%  
Aviva Insurance Company of Canada 25%  
Chubb Insurance Company of Canada 10%  
Novex Insurance Company 20%  
Travelers Canada 10%  
Tokio Marine Kiln 18%

**COMPREHENSIVE GENERAL LIABILITY:**

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability	\$20,000,000.00

**DIRECTORS AND OFFICERS LIABILITY:**

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability	\$15,000,000.00

**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$203,481,000.00

Company: Aviva Insurance Company of Canada

Policy Number: 81638409-0073

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.  
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.  
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS**  
Part of Arthur J. Gallagher Canada Limited

Authorized Representative

Date: August 12, 2020

*Your Protection is Our Business*  
[www.atrens-counsel.com](http://www.atrens-counsel.com)



Atrens-Counsel  
Insurance Brokers  
Part of Arthur J. Gallagher Canada Limited

### Dear Condominium Unit Owner:

As the Insurance advisor for your Condominium Corporation, we feel it is important to make you aware of your insurance responsibilities as well as the responsibilities you have to the Condominium Corporation. Failure to maintain adequate Condominium Unit Owners Insurance could result in severe financial hardship should a serious loss occur!

#### The Condominium Corporation is responsible for insuring the following:

- The Building (s) and units as per Builders specifications however, excluding the portion of each unit the Unit Owner is responsible, as defined from an insurance stand point (refer to Standard Unit By-law if applicable), which excludes any improvements made or acquired by the Unit Owners;
- Personal Property of the Corporation, but excluding the Personal Property of the Unit Owners;
- Liability against the Legal Liability imposed by law, as the result of Bodily Injury and Property Damage, arising out of the Corporation's activities as a Condominium. This coverage is extended to provide coverage on behalf of the Individual Unit Owners but only with respect to their interests in the common elements of the Condominium;
- Boiler & Machinery coverage as required by the Condominium Corporation.

#### Your Insurance responsibilities as a Unit Owner are as follows:

- Personal Property - i.e. furniture, clothing, all personal effects stored in lockers, etc.;
- Improvements or Betterments made to the unit, i.e. wallpaper, paneling, light fixtures, upgraded flooring, upgraded kitchen cupboards, (Reference should be made to the Standard Unit By-Law if applicable - floor coverings may be fully your responsibility);
- Personal Liability - Your Legal Liability for any Bodily Injury or Property Damage arising out of your personal activities as a Unit Owner, and from the ownership of your individual unit.

#### Unit Owners should be aware of the following!

- You may be responsible for the deductible under the Corporations insurance policy if a loss occurs to any property the corporation is responsible for insuring. This charge back of the Corporation's deductible would apply if the damage was a result of an act or omission on the part of the Unit Owner;
- If an insurable loss assessment is valid under the Condominium Corporations governing rules, you could be responsible for your share of this special loss assessment. This could be quite substantial.

**"Unfortunately there are many Unit Owner policies in today's market place that do not provide the coverage or in many cases an adequate limit of insurance to protect the Unit Owner against these major concerns."**

Fortunately Atrens-Counsel Insurance Brokers has developed a Unit Owners insurance policy which is tailored around the Insurance Policy of the Condominium Corporation. The result is a very competitively priced, comprehensive policy, which will respond to many of those claims not covered under some insurance policies available today.

**Our exclusive policy is titled "Condo Gold."**



Go to [www.condogold.ca](http://www.condogold.ca) for an online quote in minutes! Or contact a broker who specializes in condominium insurance: **905-567-6222 or 1-877-627.6222**

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: GEORGEY HEDGES Date: 11 SEPT 2019

Address: 1 CONCORDE PLACE SUITE 1601 NORTH YORK ON M3C 3K6



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: 

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

1.	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
2.	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
3.	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

4.	Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.	Yes	<u>No</u>

5.	Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.	Yes	<u>No</u>

6.	Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.	Yes	<u>No</u>

7.	Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?	Yes	<u>No</u>

8.	Are you an owner of a unit in the corporation?	<u>Yes</u>	No

9.	Are you an occupier of a unit in the corporation?	<u>Yes</u>	No

**CORPORATION USE ONLY**

Date Disclosure  
Received:

October 28/19

Submitted to:

Board & Director

Position:

Treasurer

Signature:

per: Monesfanger

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: LORNA EATON

Date: SEPT 27, 2018

Address: 1 CONCORDE PLACE, SUITE 1903 TORONTO M3C 3K6



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: 

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

<b>1.</b>	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>
<b>2.</b>	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>
<b>3.</b>	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>



<b>4.</b>	<b>Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>5.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>6.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>7.</b>	<b>Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>8.</b>	<b>Are you an owner of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

<b>9.</b>	<b>Are you an occupier of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

**CORPORATION USE ONLY**

Date Disclosure  
Received:

October 11/11

Submitted to:

Board of Directors

Position:

President

Signature:

J. H. H. H. H.

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: JOHN A. KURTZ Date: SEPT. 26, 2019  
 Address: 3 CONCORDS PLACE #2002 TORONTO M3C 3K7



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: 

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

1.	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
2.	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
3.	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>

<b>4.</b>	<b>Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.</b>	<b>Yes</b>	<b>No</b>

<b>5.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<b>No</b>

<b>6.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<b>No</b>

<b>7.</b>	<b>Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?</b>	<b>Yes</b>	<b>No</b>

<b>8.</b>	<b>Are you an owner of a unit in the corporation?</b>	<b>Yes</b>	<b>No</b>

<b>9.</b>	<b>Are you an occupier of a unit in the corporation?</b>	<b>Yes</b>	<b>No</b>

**CORPORATION USE ONLY**

Date Disclosure Received:

October 28/19

Submitted to:

Board of Directors

Position:

Treasurer

Signature:

per: [Signature]

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: SIRAZALI BARDAI Date: SEPT 26, 2019  
 Address: 3 CONCORDE PL UNIT 2603, NORTH YORK, ON, M3C3K7



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: S. Bardai

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

1.	Are you a party to any legal action to which the corporation is a party? If yes, please provide a brief general description of the action:	Yes	<u>No</u>
2.	Is your spouse, child or parent a party to any legal action to which the corporation is a party? If yes, please provide a brief general description of the action:	Yes	<u>No</u>
3.	Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party? If yes, please provide a brief general description of the action:	Yes	<u>No</u>

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

<b>4.</b>	<b>Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.</b>	Yes	<input checked="" type="radio"/> <b>No</b>

<b>5.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	Yes	<input checked="" type="radio"/> <b>No</b>

<b>6.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	Yes	<input checked="" type="radio"/> <b>No</b>

<b>7.</b>	<b>Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?</b>	Yes	<input checked="" type="radio"/> <b>No</b>

<b>8.</b>	<b>Are you an owner of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	No

<b>9.</b>	<b>Are you an occupier of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	No

**CORPORATION USE ONLY**

Date Disclosure  
Received:

October 28/19.

Submitted to:

Board of Directors

Position:

Treasurer

Signature:

[Signature]

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: Susan Loizides Date: Oct 20, 2019

Address: 806-1 Concorde Place, Toronto, M3C 3K6



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: S. Loizides

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

1.	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<input checked="" type="radio"/> No
2.	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<input checked="" type="radio"/> No
3.	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<input checked="" type="radio"/> No

<b>4.</b>	<b>Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>5.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>6.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>7.</b>	<b>Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>8.</b>	<b>Are you an owner of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

<b>9.</b>	<b>Are you an occupier of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

**CORPORATION USE ONLY**

Date Disclosure Received:

October 28/19

Submitted to:

Board of Directors

Position:

Treasurer

Signature:

per [Signature]



**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: CAMERON RIDSDALE Date: 2019-09-03

Address: 1403-3 CONCORDE PLACE TORONTO M3C3K7



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: *C. Ridsdale*

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

1.	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
2.	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>
3.	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	Yes	<u>No</u>

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

4.	Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.	Yes	<input checked="" type="radio"/> No

5.	Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.	Yes	<input checked="" type="radio"/> No

6.	Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.	Yes	<input checked="" type="radio"/> No

7.	Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?	Yes	<input checked="" type="radio"/> No

8.	Are you an owner of a unit in the corporation?	<input checked="" type="radio"/> Yes	No

9.	Are you an occupier of a unit in the corporation?	<input checked="" type="radio"/> Yes	No

**CORPORATION USE ONLY**

Date Disclosure Received:

October 28/19

Submitted to:

Board of Directors

Position:

Treasurer

Signature:

per: [Signature]

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

Name: MICHAEL F. SELKE Date: OCT 19, 2018  
Address: 3 CONCORDE PLACE, SUITE 2504



I hereby declare that I wish to be a candidate for a seat on the board of directors of Metropolitan Toronto Condominium Corporation No. 638. I have attached a one-page resume. Further, I understand that, if elected, I must successfully complete the mandatory director training offered by the Condominium Authority of Ontario, within six months of the election. I further confirm that I am qualified to serve as a director in accordance with Section 29 (1) of the Condominium Act. **I also meet the qualification(s) of the Corporation's By-law No. 6 (specifically Article 7.3 and 7.4) that sets out additional qualifications to be a director. Please see attachment.**



As a director elected or appointed before November 1, 2017, I agree to submit this Disclosure form to the corporation and declare any changes within 30 days as per the requirements under the *Condominium Act, 1998*.

I agree that all the statements and information I provide below are accurate and true.

Signature: M. Selke

**Disclosure Obligations (O. Reg 48/01, Section 11.6)**

<b>1.</b>	<b>Are you a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>
<b>2.</b>	<b>Is your spouse, child or parent a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>
<b>3.</b>	<b>Is an occupier of your unit or an occupier of your spouse's unit or an occupier of the unit which you are an occupier of a party to any legal action to which the corporation is a party?</b> If yes, please provide a brief general description of the action:	<b>Yes</b>	<b>No</b>

**DIRECTOR / CANDIDATE DISCLOSURE FORM**  
**Metropolitan Toronto Condominium Corporation No. 638**

<b>4.</b>	<b>Have you been convicted of an offence under the Condominium Act or under the regulations within the preceding 10 years? If yes, please provide a brief general description of the offence.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>5.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>6.</b>	<b>Do you have, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit? If yes, please provide the nature and extent of the interest.</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>7.</b>	<b>Are you in arrears of the corporation's common expenses payable by your unit for 60 days or more?</b>	<b>Yes</b>	<input checked="" type="radio"/> <b>No</b>

<b>8.</b>	<b>Are you an owner of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

<b>9.</b>	<b>Are you an occupier of a unit in the corporation?</b>	<input checked="" type="radio"/> <b>Yes</b>	<b>No</b>

**CORPORATION USE ONLY**

Date Disclosure Received: _____	Submitted to: _____
Position: _____	Signature: _____

## INDEPENDENT AUDITORS' REPORT

To the Owners

Highgate at Concorde Place

Metropolitan Toronto Condominium Corporation No. 638

### ***Opinion***

We have audited the accompanying financial statements of Highgate at Concorde Place which comprise the statement of financial position as at July 31, 2019 and the statements of operating fund operations, reserve fund operations, funds and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Highgate at Concorde Place as at July 31, 2019 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### ***Basis for Opinion***

We conducted our audit in accordance with Canadian generally accepted standards. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### ***Responsibilities of Management and Those Charged with Governance for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the corporation's financial reporting process.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

## INDEPENDENT AUDITORS' REPORT (continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Giroday & Warren*

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**GIRODAY & WARREN, LLP**

Chartered Professional Accountants

Licensed Public Accountants

TORONTO, ONTARIO  
October 21, 2019

Page 1a

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**STATEMENT OF FINANCIAL POSITION**

**ASSETS**

	<b><u>AS AT</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>AS AT</u></b> <b><u>JULY 31, 2018</u></b>
<b><u>OPERATING FUND</u></b>		
Cash in bank	\$ 559,713	\$ 547,063
Accounts receivable	2,630	1,373
Prepaid expenses	<u>13,534</u>	<u>5,139</u>
	<u>575,877</u>	<u>553,575</u>
<b><u>RESERVE FUND</u></b>		
Cash in bank	1,255,230	2,074,821
Investments (Note 4)	1,816,240	3,333,261
Accounts receivable	3,635	0
Prepaid expense	<u>0</u>	<u>11,056</u>
	<u>3,075,105</u>	<u>5,419,138</u>
	<u>\$ 3,650,982</u>	<u>\$ 5,972,713</u>

**LIABILITIES**

<b><u>OPERATING FUND</u></b>		
Accounts payable	\$ 79,496	\$ 7,119
Accrued liabilities	<u>97,949</u>	<u>104,626</u>
	<u>177,445</u>	<u>111,745</u>
<b><u>RESERVE FUND</u></b>		
Accounts payable	892,446	1,049,860
Accrued liabilities	<u>0</u>	<u>1,171</u>
	<u>892,446</u>	<u>1,051,131</u>

**FUNDS**

Operating fund	398,432	441,830
Reserve fund	<u>2,182,659</u>	<u>4,368,007</u>
	<u>2,581,091</u>	<u>4,809,837</u>
	<u>\$ 3,650,982</u>	<u>\$ 5,972,713</u>

APPROVED ON BEHALF OF THE BOARD OF DIRECTORS

  
DIRECTOR

  
DIRECTOR

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**STATEMENT OF FUNDS**

	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2018</u></b>
<b><u>OPERATING FUND</u></b>		
Balance, opening	\$ 441,830	\$ 356,455
Add: excess (deficit) of income over expenses	<u>(22,635)</u> 419,195	<u>85,375</u> 441,830
Less: transfer of funds to reserve fund	<u>(20,763)</u>	<u>0</u>
Balance, closing	\$ <u>398,432</u>	\$ <u>441,830</u>
 <b><u>RESERVE FUND</u></b> (Note 7)		
Balance, opening	\$ 4,368,007	\$ 6,994,098
Add: (deficit) of income over expenses	<u>(2,206,111)</u> 2,161,896	<u>(2,626,091)</u> 4,368,007
Add: transfer of funds from operating fund	<u>20,763</u>	<u>0</u>
Balance, closing	\$ <u>2,182,659</u>	\$ <u>4,368,007</u>



**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**STATEMENT OF OPERATING FUND OPERATIONS**

	<b><u>BUDGETED FOR</u></b> <b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>ACTUAL FOR</u></b> <b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>ACTUAL FOR</u></b> <b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2018</u></b>
<b><u>INCOME</u></b>			
Owners' common expenses	\$ 4,301,746	\$ 4,301,746	\$ 4,186,266
Less: contribution to reserve fund	<u>1,641,161</u>	<u>1,641,161</u>	<u>1,530,220</u>
	2,660,585	2,660,585	2,656,046
Interest income	7,500	12,310	8,547
Other income	<u>14,224</u>	<u>15,220</u>	<u>15,155</u>
	<b><u>\$ 2,682,309</u></b>	<b><u>\$ 2,688,115</u></b>	<b><u>\$ 2,679,748</u></b>
 <b><u>EXPENSES</u></b>			
Hydro	\$ 595,983	\$ 476,453	\$ 485,364
Gas	187,275	161,248	166,367
Water	<u>181,154</u>	<u>163,202</u>	<u>174,305</u>
Total utilities	964,412	800,903	826,036
Operating contracts (schedule)	636,171	631,216	579,365
Wages and benefits	359,479	338,845	333,218
Contract staff	339,768	335,353	318,717
Repairs and maintenance (schedule)	286,035	336,015	286,901
Insurance	114,100	111,634	106,032
General and administrative	102,344	112,231	104,612
Specific expenditures	<u>30,000</u>	<u>44,553</u>	<u>39,492</u>
	<b><u>\$ 2,832,309</u></b>	<b><u>\$ 2,710,750</u></b>	<b><u>\$ 2,594,373</u></b>
 <b><u>EXCESS (DEFICIT) OF INCOME OVER EXPENSES</u></b>	<b><u>\$ (150,000)</u></b>	<b><u>\$ (22,635)</u></b>	<b><u>\$ 85,375</u></b>

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**SCHEDULE OF EXPENSES**

	BUDGETED FOR YEAR ENDED <u>JULY 31, 2019</u>	ACTUAL FOR YEAR ENDED <u>JULY 31, 2019</u>	ACTUAL FOR YEAR ENDED <u>JULY 31, 2018</u>
--	--	--	--

**OPERATING CONTRACTS**

Management fees	\$ 207,905	\$ 211,604	\$ 197,976
Cable television	175,059	175,057	169,962
HVAC	80,345	77,961	71,116
Landscaping	48,406	47,182	42,691
Elevators	47,538	47,534	43,253
Snow removal	22,948	19,948	19,367
Window washing	15,000	21,085	0
Cleaning	11,765	13,241	12,919
Garage maintenance	11,330	1,074	5,651
Fire protection	10,655	10,903	11,782
Indoor plants	2,940	4,156	2,887
Pest control	<u>2,280</u>	<u>1,471</u>	<u>1,761</u>
	<u>\$ 636,171</u>	<u>\$ 631,216</u>	<u>\$ 579,365</u>

**REPAIRS AND MAINTENANCE**

Housekeeping and maintenance	\$ 73,400	\$ 88,656	\$ 80,081
Exterior repairs	43,200	41,427	34,647
Building safety maintenance	37,215	64,467	54,871
Insuite maintenance	34,000	43,905	44,461
Mechanical repairs	33,900	22,253	18,434
Electrical repairs	23,400	17,361	17,255
Waste disposal	21,600	25,530	23,303
Amenities and recreation	<u>19,320</u>	<u>32,416</u>	<u>13,849</u>
	<u>\$ 286,035</u>	<u>\$ 336,015</u>	<u>\$ 286,901</u>

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**STATEMENT OF RESERVE FUND OPERATIONS**

	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2018</u></b>
<b><u>INCOME</u></b>		
Contribution from common expenses	\$ 1,641,161	\$ 1,530,220
Interest	74,257	118,699
Certified clean air settlement funds	<u>0</u>	<u>104,400</u>
	<b><u>\$ 1,715,418</u></b>	<b><u>\$ 1,753,319</u></b>
 <b><u>EXPENSES</u></b>		
Structure repairs	\$ 2,929,627	\$ 2,843,940
Cladding	519,958	1,403,251
Interior finishes	235,559	25,566
Electrical and mechanical systems	132,254	0
Plumbing repairs	43,194	18,252
Fire safety systems	28,614	7,997
Elevator	11,515	0
Heating, ventilation and air conditioning	9,896	52,362
Waste Disposal	5,877	0
Reserve fund study	5,035	0
Consulting Fees	0	24,710
Miscellaneous	<u>0</u>	<u>3,332</u>
	<b><u>\$ 3,921,529</u></b>	<b><u>\$ 4,379,410</u></b>
 <b><u>(DEFICIT) OF INCOME OVER EXPENSES</u></b>	 <b><u>\$ (2,206,111)</u></b>	 <b><u>\$ (2,626,091)</u></b>

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**STATEMENT OF CASH FLOWS**

	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2019</u></b>	<b><u>YEAR ENDED</u></b> <b><u>JULY 31, 2018</u></b>
<b><u>CASH FLOW FROM OPERATING ACTIVITIES</u></b>		
Operating income (loss)	\$ <u>(22,635)</u>	\$ <u>85,375</u>
Changes in non cash working capital accounts		
Decrease in current assets	(2,231)	(9,154)
Increase (decrease) in current liabilities	<u>(92,985)</u>	<u>522,961</u>
	<u>(95,216)</u>	<u>513,807</u>
Reserve fund contribution	1,641,161	1,530,220
Interest income on reserve fund	74,257	118,699
Certified clean air settlement funds	0	104,400
Reserve fund expenses	<u>(3,921,529)</u>	<u>(4,379,410)</u>
	<u>(2,323,962)</u>	<u>(2,026,909)</u>
<b><u>CASH FLOW FROM INVESTING ACTIVITIES</u></b>		
Decrease in reserve fund investments	<u>1,517,021</u>	<u>2,017,896</u>
<b><u>(DECREASE) IN CASH DURING THE YEAR</u></b>	(806,941)	(9,013)
<b><u>CASH, OPENING</u></b>	<u>2,621,884</u>	<u>2,630,897</u>
<b><u>CASH, CLOSING</u></b>	\$ <u>1,814,943</u>	\$ <u>2,621,884</u>
<b><u>COMPRISED OF</u></b>		
Cash in bank – Operating fund	\$ 559,713	\$ 547,063
Cash in bank – Reserve fund	<u>1,255,230</u>	<u>2,074,821</u>
	\$ <u>1,814,943</u>	\$ <u>2,621,884</u>

## HIGHGATE AT CONCORDE PLACE

### METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638

#### NOTES TO THE FINANCIAL STATEMENTS

AS AT JULY 31, 2019

1. OPERATIONS

The Condominium was incorporated as a Corporation without share capital in April, 1984 under the Condominium Act of Ontario.

The purpose of the Corporation is to manage and maintain the common elements (as defined in the Corporation's Declaration and By Laws) and to provide common services for the benefit of the owners of the 307 units of the condominium buildings known as Highgate at Concorde Place.

For Canadian income tax purposes, the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements are prepared in accordance with Part III of the Chartered Professional Accountants Canada Handbook – Accounting Standards for Not-for-Profit Organizations, which set out generally accepted accounting principles for not-for-profit organizations in Canada and includes the significant accounting policies summarized below.

(A) ACCRUAL BASIS OF ACCOUNTING

Revenues and expenses are recorded on the accrual basis. They are reflected in the accounts in the period in which they have been earned or incurred, whether or not such transactions have been finally settled by the receipt or payment of money.

(B) REVENUE RECOGNITION

Owners' assessments are recognized as revenue in the monthly statement of operations based on the budget distributed to owners each year. The Corporation recognizes revenue at the first of each month as fees are due. Investment and sundry revenue are recognized as revenue of the related fund when earned by the Corporation.

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

2. **SIGNIFICANT ACCOUNTING POLICIES** – continued

(C) **USE OF ESTIMATES**

The preparation of financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenue and expenses during the reported period. These estimates and assumptions are reviewed periodically, and adjustments are reported in the statement of operations in the year which they become known. Actual results could differ from management's best estimates as additional information becomes available in the future.

(D) **FUND ACCOUNTING**

The Corporation follows the restricted fund method of accounting.

**Operating Fund**

The Operating Fund reports the assessment revenue from owners and expenses related to the operations and administration of common elements.

Minor repairs and replacements are charged to general operations.

**Reserve Fund**

The Corporation, as required by the Condominium Act, has established a Reserve Fund for the major repairs and replacements of the common elements and assets of the Corporation. A portion of owners' common expenses has been allocated to the Reserve Fund in accordance with the reserve fund study. Revenue generated from the investment of the funds becomes part of the fund.

(E) **COMMON ELEMENTS**

The common elements of the Corporation are owned proportionately by the unit owners and consequently are not reflected as assets in these financial statements.

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

2. **SIGNIFICANT ACCOUNTING POLICIES** - continued

(F) **CONTRIBUTED SERVICES**

Directors, committee members and owners volunteer their time to assist in the Corporation's activities. While these services benefit the Corporation considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in the financial statements.

(G) **FINANCIAL INSTRUMENTS**

**Fair Value of Financial Instruments**

The Corporation's financial instruments consist of cash, cash equivalents, reserve fund investments, accounts receivable, operating fund receivable, accounts payable and accrued liabilities. Cash equivalents are highly-liquid instruments with an original maturity of less than 90 days. The investments are recognized at fair value based on market prices. Gains and losses are reflected in net income for the period in which they arise. The fair value of the financial instruments approximate their carrying value due to the immediate or short-term maturities of these instruments.

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

3. **FINANCIAL INSTRUMENTS**

**RISKS AND CONCENTRATIONS**

The Corporation is exposed to various risks through its financial instruments.

(a) ***Credit Risk - Investments***

Financial instruments that potentially subject the Corporation to significant concentrations of credit risk consist primarily of its term investments. To reduce credit risk, cash equivalents are only held at major Canadian financial institutions and the Board of Directors believes its exposure to credit risk is not significant.

(b) ***Credit Risk - Other***

Credit risk arises from the possibility that condominium owners may experience financial difficulty and not be able to fulfill monthly maintenance commitments. The risk of credit loss is limited in that the Corporation can place a lien on the property and recover any amount owing on disposition of the property.

(c) ***Interest Rate Risk***

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Unless otherwise noted it is the Board of Directors' opinion that the Corporation is not exposed to significant interest rate risk.



**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

4. **INVESTMENTS**

**RESERVE FUND INVESTMENTS**

The Reserve Fund Investments can be summarized as follows:

	<b><u>Yield</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Guaranteed Investment Certificates	1.65% - 2.17%	\$ 1,800,000	\$ 3,298,000
Accrued interest receivable		<u>16,240</u>	<u>35,261</u>
		<b><u>\$ 1,816,240</u></b>	<b><u>\$ 3,333,261</u></b>

The quoted fair market value of the investments as at July 31, 2019 is \$ 1,812,642 (2018 - \$ 3,317,923).

5. **RESERVE FUND**

The Corporation, as required by the Condominium Act, has established a Reserve Fund for financing future major repairs and replacements of the common elements and assets.

The Directors have used the Comprehensive Reserve Fund Study of a certified firm of engineers dated April 3, 2019 and such other information as was available to them in evaluating the adequacy of annual contributions to the Reserve Fund.

The Corporation's plan for contribution to the Reserve Fund for fiscal 2019 was \$ 1,641,161 (actual - \$ 1,641,161) and the planned expenditures from the Reserve Fund for 2019 were \$ 2,946,000 (actual - \$ 3,921,529).

The Study projected a Reserve Fund balance at July 31, 2019 of \$ 3,156,057 (actual - \$ 2,182,659).

An evaluation of the adequacy of the Reserve Fund is based upon assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material. Accordingly, the Condominium Act requires that Reserve Fund studies be updated every three years.

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

**6. CONTRACTUAL OBLIGATIONS**

- (a) The Corporation has retained Management Services under terms of an existing contract with Crossbridge Condominium Services Ltd. which extends to July 31, 2020. Amounts payable under this contract (plus HST) are as follows:

<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>
July 31, 2020	\$ <u>192,900</u>

- (b) The Corporation has retained Security Services under terms of an existing contract with Paragon Security which extends to December 31, 2021. Amounts payable under this contract (plus HST) are as follows:

<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>
December 31, 2019	\$ 134,504
December 31, 2020	332,495
December 31, 2021	342,469

- (c) The Corporation has retained Television Cable Services under terms of an existing contract with Rogers Communications Inc. which extends to December 31, 2020. Amounts payable under this contract (plus HST) are as follows:

<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>
January 31, 2020	\$ 78,604
December 31, 2020	148,431

There are additional contracts for the routine operations of the condominium.

**HIGHGATE AT CONCORDE PLACE**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**NOTES TO THE FINANCIAL STATEMENTS**

**AS AT JULY 31, 2019**

7. **MAJOR COMMITMENT – RESERVE FUND**

The garage membrane, balcony and sealant repair projects were substantially completed during the 2019 fiscal year. The financial statements reflect all payments and accruals on contracts as at July 31, 2019, including holdbacks of \$ 767,830 to be released upon satisfaction of contractual requirements.

8. **REMUNERATION OF DIRECTORS AND OFFICERS**

No remuneration was paid to Directors and Officers during the year and they had no interest in any transactions of the Corporation.

9. **BUDGET INFORMATION**

The budget figures presented for comparison purposes are unaudited and are those approved by the Board of Directors. They have been reclassified to conform with the financial statement presentation.



Atrens-Counsel  
Insurance Brokers

Part of Arthur J. Gallagher Canada Limited

## **CERTIFICATE OF INSURANCE**

This is to certify that insurance described below has been effected with the Insurer(s) shown,  
subject to the terms and conditions of the policy applicable.

**NAMED INSURED:** METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638

**ADDITIONAL NAMED INSURED:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 1 & 3 Concorde Place  
Toronto, Ontario  
M3C 3K6

**TERM:** August 1, 2021 TO August 1, 2022

**COMMERCIAL PACKAGE POLICY NO. 7195657**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$213,655,050.00  
Deductibles: \$ 25,000.00 STANDARD  
\$ 25,000.00 SEWER BACKUP  
\$ 25,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Wawanesa Insurance 10%  
Aviva Insurance Company of Canada 25%  
Chubb Insurance Company of Canada 10%  
Novex Insurance Company 20%  
Travelers Canada 10%  
Tokio Marine Kiln 510 15%  
Trisura Guarantee Insurance Company 10%

### **COMPREHENSIVE GENERAL LIABILITY:**

Wawanesa Limit of Liability: \$5,000,000.00  
Novex Excess Limit of Liability: \$20,000,000.00

### **DIRECTORS AND OFFICERS LIABILITY:**

Wawanesa Limit of Liability: \$5,000,000.00  
Novex Excess Limit of Liability: \$15,000,000.00

### **EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$213,655,050.00  
Company: Aviva Insurance Company of Canada  
Policy Number: 81638409-0073

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.

It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.

A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS**  
Part of Arthur J. Gallagher Canada Limited

Authorized Representative

Date: July 27, 2021

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# HIGHGATE AT CONCORDE PLACE

Metropolitan Toronto Condominium Corporation No.638

Condominium Documents

**C**

TO: THE LAND REGISTRAR,

The Land Registry Office for the Land Titles Division  
of Metropolitan Toronto (No. 66) at Toronto.

DECLARATION  
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, ~~as~~<sup>1980</sup> amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

CONCORDE SQUARE LIMITED

(hereinafter called the "Declarant"),

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CONTENTS

1.01 Definitions	4.03 Restrictive Access
1.02 Statement of Intention	4.04 Additions, Alterations and Improvements
1.03 Consent of Encumbrancers	4.05 Animals
1.04 Boundaries of Units and Monuments	5.01 Maintenance and Repairs by an Owner
1.05 Common Interest and Common Expenses	5.02 Maintenance and Repairs by the Corporation
1.06 Address for Service and Mailing Address of the Corporation	6.01 Insurance Trustee
2.01 Specification of Common Expenses	6.02 Proceeds of Insurance
3.01 Occupation and Use of Unit	7.01 Insurance By the Corporation
3.02 Rights of Entry to the Unit	7.02 General Provisions
4.01 Use of Common Elements	7.03 Insurance By the Owner
4.02 Exclusive Use of Parts of Common Elements	8.01 Invalidity
	8.02 Gender
	8.03 Waiver
	8.04 Headings

CONTENTS OF SCHEDULES TO DECLARATION

SCHEDULE A - Legal Description	SCHEDULE D - Percentage Ownership of Common Elements & Common Expense Contribution
SCHEDULE B - Consent of Mortgagee	
SCHEDULE C - Boundary of Units	
	SCHEDULE E - Common Expenses
	SCHEDULE F - Exclusive use of the Common Elements

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of North York, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed an apartment building upon the said lands containing 307 dwelling units, being Units 1 to 3, both inclusive, of Level 1, Units 1 to 12, both inclusive, of Levels 2 to 23, both inclusive, and Units 1 to 5, both inclusive, of Levels 24 to 31, both inclusive; 77 parking units, being Units 1 to 30, both inclusive, of Levels A and B and Units 1 to 17, both inclusive, of Level C; and 220 locker units, being Units 31 to 113, both inclusive, of Level A and Units 31 to 167, both inclusive, of Level B.

AND WHEREAS the Declarant intends that the said lands together with the said building constructed thereon shall be governed by the Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1.01 Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.



1.02 Statement of Intention - The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

1.03 Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.04 Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

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

1.06 Address for Service and Mailing Address of the Corporation - The corporation's address for service shall be \*Management office, 1 Concorde Place, Don Mills, Ontario M3C 3K6, or such other address as the corporation may by resolution of the Board determine, and the mailing address of the corporation shall be \*Management Office 1 Concorde Place, Don Mills Ont. M3C 3K6.

## ARTICLE II

### COMMON EXPENSES

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

ARTICLE III

UNITS

3.01 Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each dwelling unit, being Units 1 to 3, both inclusive, of Level 1, Units 1 to 12, both inclusive, of Levels 2 to 23, both inclusive, and Units 1 to 5, both inclusive, of Levels 24 to 31, both inclusive, shall be occupied and used only as a private single family residence and for no other purpose, but the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sales purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.

Each parking space shall be used only for the parking of one (1) motor vehicle.

- (b) No unit shall be occupied or used by anyone in such manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the corporation, the owner of such unit shall reimburse the corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (c) The owner of each unit shall require all residents and visitors of his unit to comply with the Act, the declaration, the by-laws and the rules.

- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the corporation; but the provisions of this subparagraph shall not require any owner to obtain the consent of the corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.
- (e) No animal or bird, which is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner or occupant of any unit. Such owner or occupant shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such animal or bird, permanently remove it from the property. No breeding of animals or birds for sale shall be carried on, in or around any unit.
- (f) No one other than the Declarant shall be entitled to or permitted to own any parking unit who does not own a dwelling unit.  
No one other than the Declarant who is not in occupancy of a dwelling unit shall be entitled to or permitted to use any parking unit.

3.02 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 authorised 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.

- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice for the purpose of repairing the unit or 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 authorised 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 the corporation 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 key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing to the corporation a key for each new or changed lock.
- (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.

#### ARTICLE IV

##### COMMON ELEMENTS

4.01 Use of Common Elements - Subject to the provisions of the Act, the declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided and except for the doorway between Units 2 and 3, Level 31, which may be utilized by the owner for the time being of such units so long as they shall remain in common ownership, the last common owner being obliged to restore the integrity of the wall upon parting with his interest in either unit.

4.02 Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the declaration, by-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.03 Restrictive Access - Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property, and, without the consent in writing of the Board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. This paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 48 hours' notice to the building manager.

4.04 Additions, Alterations and Improvements -

- (a) For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the corporation is substantial.
- (b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the corporation or with its prior written consent or as permitted by the by-laws or rules.
- (c) The corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

4.05 Animals - When on the common elements, all animals must be under leash. No animal or bird that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept or allowed, by any owner or occupant of any unit upon the common elements including those parts thereof, of which any owner has the exclusive use. Such owner or occupant shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such animal or bird, permanently remove it from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

5.01 By an Owner - Each owner shall maintain his dwelling unit, and, subject to the provisions of the

Declaration and Section 42 of the Act, each owner shall repair his dwelling unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his dwelling unit.

5.02       By the Corporation - The corporation shall maintain and repair the parking units (being Units 1 to 30, both inclusive, of Levels A and B and Units 1 to 17, both inclusive, of Level C), the locker units (being Units 31 to 113, both inclusive, of Level A and Units 31 to 167, both inclusive, of Level B) and the common elements and shall repair and maintain all doors which provide the means of ingress and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, and save and except for maintenance of exterior surfaces of windows on Level 1, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements. Each owner shall maintain the exterior surfaces of windows accessible from the balcony adjacent to the unit, together with the balcony enclosure itself.

#### ARTICLE VI

##### INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.01       Insurance Trustees - The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;

- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagee of any insurance monies received by it.

If the corporation is unable to enter into such agreement with a Trust Company or a Chartered Bank, by reason of its refusal to act, the corporation may enter into such agreement with another corporation authorised to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

6.02 Proceeds of Insurance - If:

- (a) the corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the corporation to make such repairs;
- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act, and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any



policy of insurance and in satisfaction of the amount due under any Notice of Lien registered by the corporation against such unit, in accordance with the priorities thereof;

- (c) the Board, in accordance with the provisions of the Act, determines that
  - (i) there has not been substantial damage to 25% of the building, or
  - (ii) determines that there has been substantial damage to 25% of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the declaration and the Act.

## ARTICLE VII

### INSURANCE

7.01 By the Corporation - The Corporation shall obtain and maintain insurance against major perils and such other perils as the Board may from time to time deem advisable insuring:

- (a) the property, but excluding improvements and betterments made or acquired by an owner.
- (b) personal property owned by the corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners in an amount equal to the replacement cost of such real and personal property, without deduction or depreciation.

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 mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

- (i) waivers of subrogation against the corporation, its 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, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
  - (ii) that 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) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.
- (c) 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 ONE MILLION DOLLARS (\$1,000,000.00) and without right of subrogation as against the corporation, its 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) 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.

7.02 General Provisions -

- (a) Prior to obtaining any policy of insurance under paragraph (1)(a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.
- (b) The Board 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. The Board may, however, authorize an owner in writing to adjust any loss to his unit.
- (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; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any

insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the corporation that he has become an owner or mortgagee.

- (d) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration and the Act.

7.03 By the Owner - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, should be obtained and maintained by such owner for his own benefit.

- (a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waivers of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any

public liability and property damage insurance obtained and maintained by the corporation.

- (c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.
- (d) Special assessments levied by the Condominium Corporation.

#### ARTICLE VIII

##### MISCELLANEOUS

8.01 Invalidity - The invalidity of any part of this declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance thereof.

8.02 Gender - The use of the masculine gender in this declaration shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.

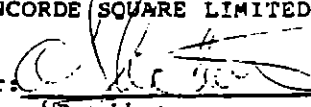
8.03 Wavier - No restriction, condition, obligation or provision contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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

DATED at Toronto this 25th day of April 1984.

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

CONCORDE SQUARE LIMITED

Per:   
President

Per:  c/s  
Executive Vice-President

LAND TITLES ACT

AFFIDAVIT TO BE MADE BY AN OFFICER AS TO  
AUTHORITY OF PERSONS EXECUTING FOR A  
CORPORATION OR COMPANY

I, MICHAEL E. LATNER, of the City of Toronto in the Municipality of Metropolitan Toronto, make oath and say:

1. I am the Secretary of CONCORDE SQUARE LIMITED.
2. ALBERT J. LATNER, whose signature is affixed to the annexed document is the President of the company, and LOUIS CHARLES whose signature is also affixed thereto is the Executive Vice-President thereof, and the seal affixed thereto is the corporate seal of the said company.
3. Under the by-laws of the said company, the President, Executive Vice-President and Secretary are empowered to execute on behalf of the company all deeds and other instruments requiring the seal of the company.
4. The said company is, I verily believe, the owner of the land mentioned in the said document.

SWORN BEFORE ME at the City  
of Toronto in the Municipality  
of Metropolitan Toronto this  
17<sup>th</sup> day of May, 1984.

A Commissioner, etc.

(Michael E. Latner)

SCHEDULE "A"

LEGAL DESCRIPTION

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of North York, in the Municipality of Metropolitan Toronto and Province of Ontario, and being composed of those parts of Block 3 on Plan 66M-2058 registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, designated as PARTS 1 and 2 on a plan of Survey of reference in the said Land Registry Office as 66R-13622;

SUBJECT TO an easement over the said PART 2 on said plan 66R-13622 in favour of the City of North York for the purposes set out in Instrument A-214948.

SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE b  
OF SUBSECTION 1 OF SECTION 3 OF THE ACT

CANADIAN BROADCASTING CORPORATION having a registered mortgage within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act registered as number A-972830 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto hereby consents to the registration of this declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the description.

IN WITNESS WHEREOF we have executed at OTTAWA  
this 11th day of May 1984.

CANADIAN BROADCASTING  
CORPORATION

*per* *10*  
Per: [Signature]  
(Title: \_\_\_\_\_)  
Vice-President, Finance  
c/s  
Per: x [Signature]  
(Title: \_\_\_\_\_)  
President



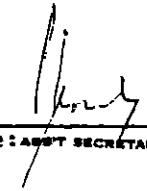
SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE b  
OF SUBSECTION 1 OF SECTION 3 OF THE ACT

CANADIAN IMPERIAL BANK OF COMMERCE having a registered mortgage within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act registered as number A-972831 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto hereby consents to the registration of this declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the description.

IN WITNESS WHEREOF we have executed at Toronto  
this 27<sup>th</sup> day of APRIL 1984.

CANADIAN IMPERIAL BANK OF  
COMMERCE

Per:   
(Title: ASST SECRETARY)

c/s

Per: \_\_\_\_\_  
(Title: \_\_\_\_\_)

## SCHEDULE "C"

### BOUNDARY OF UNITS

Each unit shall comprise the area within the heavy lines shown on the description filed concurrently herewith, with respect to the unit number indicated thereon. The monuments controlling the extent and location of the units are the physical surfaces mentioned in the unit boundaries below.

Without limiting the generality of the foregoing, the unit boundaries are:

#### RESIDENTIAL UNITS

Being Units 1 to 3, both inclusive, of Level 1, Units 1 to 12, both inclusive, of Levels 2 to 23, both inclusive, and Units 1 to 5, both inclusive, of Levels 24 to 31, both inclusive.

#### VERTICAL BOUNDARIES ARE:

- (1) The backside surface of the drywall on exterior walls and walls separating one unit from another unit and from corridors, staircases and mechanical equipment spaces;
- (2) In the vicinity of exterior doors and windows, the vertical unit boundaries are the unfinished unitside surface of exterior door frames and doors and the unitside surfaces of all glass panels located therein and the unfinished unitside surface of window frames and the unitside surfaces of all glass panels located therein;
- (3) On Level 31, Units 2, 3 and 5 and Level 23, Units 6, 11 and 12, the unfinished unitside surface of window and sloped roof frames and unitside surface of all glass panels located therein and the unitside surface of the drywall bulkhead forming part of the ceiling portion.

#### HORIZONTAL BOUNDARIES ARE:

- (1) The upper surface of the concrete floor slab;
- (2) On Level 1, Units 1, 2 and 3 and on Level 23, Units 6 to 12, both inclusive, and on Level 31, Units 1 to 5, both inclusive, the unitside surface of the drywall ceiling;
- (3) On Levels 2 to 22, both inclusive, all Units, on Level 23, Units 1 to 5, both inclusive, and on Levels 24 to 30, both inclusive, all Units, the lower surface of the concrete ceiling slab;

Notwithstanding the foregoing, all of the units on every level shall not include:

- (a) Any loadbearing columns or structural members or any loadbearing partitions contained within any unit;
- (b) Such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are within the boundaries of any unit and provide services of utilities to more than one unit and all enclosures and spaces reserved for the use of the aforementioned items and shown on Architectural Plans;
- (c) In the vicinity of those columns and spaces the unit boundary is the backside face of the drywall.

SCHEDULE "C" con't

PARKING UNITS

Being Units 1 to 30, both inclusive, of Levels A and B and Units 1 to 17, both inclusive, of Level C.

VERTICAL BOUNDARIES ARE:

- (1) The interior or unitside face of concrete walls and concrete columns;
- (2) The vertical planes between horizontal boundaries set out as follows:
  - (a) The vertical planes created by the faces of the aforementioned walls and columns and the production thereof;
  - (b) The vertical planes created by joining the centre-lines of said columns and the production thereof;
  - (c) The vertical planes established and determined by measurements from the above mentioned monuments (i.e. concrete walls and columns).

HORIZONTAL BOUNDARIES ARE:

- (1) The upper surface of the concrete floor slab;
- (2) A plane parallel to the concrete floor slab measured 6.5 feet above therefrom and perpendicularly thereto;

LOCKER UNITS

Being Units 31 to 113, both inclusive, of Level A and Units 31 to 167, both inclusive, of Level B.

VERTICAL BOUNDARIES ARE:

- (1) The backside face of the drywall and in absence of the drywall the unitside face of the poured concrete or concrete block wall;
- (2) The unfinished unitside surface of door and door frame.

HORIZONTAL BOUNDARIES ARE:

- (1) The upper surface of concrete floor slabs;
- (2) A plane parallel to the concrete floor slab measured 6.5 feet above therefrom and perpendicular thereto.

NOTE: Such pipes, wires, cables, conduits, ducts, switches, public utility lines and other horizontal or vertical service facilities located within the unit do not form a part of the unit.

Notwithstanding the foregoing, all of the units on every level shall not include:

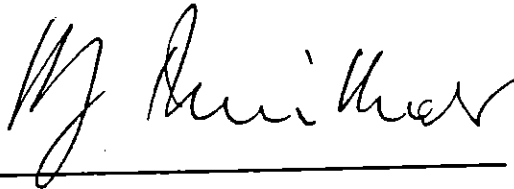
- (a) Any loadbearing columns or structural members or any loadbearing partitions contained within any unit;
- (b) Such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are within the boundaries of any unit and provide services of utilities to more than one unit and all enclosures and spaces reserved for the use of the aforementioned items and shown on Architectural Plans;

SCHEDULE "C" con't

NOTE: Units 1, 2, 3, 4, 6, 7 and 19 on Level A will be subject to interruption from time to time to provide access to mechanical equipment or mechanical equipment room adjacent thereto. Units 10 and 19 on Level A will be subject to access rights to repair, replace or inspect exhaust fans and appurtenant equipment. Units 17, 18, 19 and 24 on Level B will be subject to interruption from time to time to provide access to mechanical equipment of mechanical equipment rooms adjacent thereto. Units 17 and 24 on Level B will be subject to access rights to repair, replace or inspect exhaust fans and appurtenant equipment.

Unit 77 on Level B will be subject to access rights to repair, replace or inspect an exhaust fan and appurtenant equipment and no portion of said exhaust fan shall form part of the unit.

Dated: April 3, 1984.

A handwritten signature in dark ink, appearing to read "H.J. Reintaler", is written over a horizontal line.

H.J. REINTHALER  
ONTARIO LAND SURVEYOR

SCHEDULE "D"

17/2/84

Residential Units

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>	<u>PARKING NUMBER</u>	<u>LEVEL - SPACE</u>
1	1	.318644	B	P15
2	1	.182130	B	P16
3	1	.308076	B	P103
1	2	.252023	B	P17
2	2	.330903	B	P18
3	2	.362020	B	P19
4	2	.248764	B	P20
5	2	.397483	B	P21
6	2	.386444	B	P91
7	2	.256731	B	P102
8	2	.255443	B	P101
9	2	.369799	B	P100
10	2	.325108	B	P104
11	2	.327992	B	P105
12	2	.371771	B	P106
1	3	.252023	B	P22
2	3	.330903	B	P23
3	3	.362020	B	P155
4	3	.248764	B	P24
5	3	.397483	B	P154
6	3	.386444	B	P99
7	3	.256731	B	P98
8	3	.255443	B	P97
9	3	.369799	B	P96
10	3	.325108	B	P107
11	3	.327992	B	P108
12	3	.371771	B	P109
1	4	.252023	B	P25
2	4	.330903	B	P153
3	4	.362020	B	P26
4	4	.248764	B	P152
5	4	.397483	B	P27
6	4	.386444	B	P95
7	4	.256731	B	P94
8	4	.255443	B	P93
9	4	.369799	B	P92
10	4	.325108	B	P110
11	4	.327992	B	P116
12	4	.371771	B	P112
1	5	.252023	B	P84
2	5	.330903	B	P65
3	5	.362020	B	P82
4	5	.248764	B	P81
5	5	.397483	B	P80
6	5	.386444	A	P80
7	5	.256731	A	P79
8	5	.255443	A	P78
9	5	.369799	A	P77
10	5	.325108	B	P113
11	5	.327992	B	P114
12	5	.371771	B	P115
1	6	.252023	B	P79
2	6	.330903	B	P78
3	6	.362020	A	P8
4	6	.248764	A	P9
5	6	.397483	A	P10
6	6	.386444	A	P76
7	6	.256731	A	P75
8	6	.255443	A	P74
9	6	.369799	A	P73
10	6	.325108	B	P111
11	6	.327992	B	P117
12	6	.371771	R	P122

UNIT NUMBER	LEVEL NUMBER	% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NUMBER LEVEL - SPACE
1	7	.252023	A P 11
2	7	.330903	A P 12
3	7	.362020	A P 134
4	7	.248764	A P 13
5	7	.397483	A P 133
6	7	.386444	A P 117
7	7	.256731	A P 72
8	7	.255443	A P 71
9	7	.369799	B P 131
10	7	.325108	B P 122
11	7	.327992	B P 121
12	7	.371771	B P 120
1	8	.252023	A P 14
2	8	.330903	A P 15
3	8	.362020	A P 16
4	8	.248764	A P 17
5	8	.397483	A P 18
6	8	.386444	B P 165
7	8	.256731	B P 164
8	8	.255443	B P 163
9	8	.369799	B P 162
10	8	.325108	B P 119
11	8	.327992	B P 118
12	8	.371771	B P 129
1	9	.252023	A P 132
2	9	.330903	A P 19
3	9	.362020	A P 131
4	9	.248764	A P 20
5	9	.397483	A P 130
6	9	.386444	B P 161
7	9	.256731	B P 160
8	9	.255443	B P 159
9	9	.369799	B P 2
10	9	.325108	B P 128
11	9	.327992	B P 127
12	9	.371771	B P 126
1	10	.252023	A P 21
2	10	.330903	A P 129
3	10	.362020	A P 22
4	10	.248764	A P 128
5	10	.397483	A P 23
6	10	.386444	B P 157
7	10	.256731	B P 156
8	10	.255443	B P 1
9	10	.369799	B P 158
10	10	.325108	B P 125
11	10	.327992	B P 124
12	10	.371771	B P 134
1	11	.252023	A P 122
2	11	.330903	A P 121
3	11	.362020	A P 120
4	11	.248764	A P 119
5	11	.397483	B P 146
6	11	.386444	B P 3
7	11	.256731	B P 4
8	11	.255443	B P 5
9	11	.369799	A P 70
10	11	.325108	B P 133
11	11	.327992	B P 132
12	11	.371771	B P 166

UNIT NUMBER	LEVEL NUMBER	% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NUMBER LEVEL - SPACE
1	12	.252023	B P 147
2	12	.330903	B P 148
3	12	.362020	B P 149
4	12	.248764	B P 150
5	12	.397483	B P 151
6	12	.386444	B P 6
7	12	.256731	B P 7
8	12	.255443	B P 8
9	12	.369799	B P 9
10	12	.325108	B P 130
11	12	.327992	B P 167
12	12	.371771	A P 81
1	13	.252023	B P 28
2	13	.330903	B P 29
3	13	.362020	B P 30
4	13	.248764	B P 31
5	13	.397483	B P 32
6	13	.386444	B P 10
7	13	.256731	B P 11
8	13	.255443	B P 12
9	13	.369799	B P 13
10	13	.325108	A P 82
11	13	.327992	A P 83
12	13	.371771	A P 84
1	14	.252023	B P 33
2	14	.330903	B P 34
3	14	.362020	B P 35
4	14	.248764	B P 36
5	14	.397483	B P 51
6	14	.386444	B P 14
7	14	.256731	B P 90
8	14	.255443	B P 89
9	14	.369799	B P 88
10	14	.325108	A P 85
11	14	.327992	A P 86
12	14	.371771	A P 87
1	15	.252023	B P 50
2	15	.330903	B P 49
3	15	.362020	B P 48
4	15	.248764	B P 47
5	15	.397483	B P 46
6	15	.386444	B P 87
7	15	.256731	B P 86
8	15	.255443	B P 85
9	15	.369799	B P 135
10	15	.325108	A P 88
11	15	.327992	A P 89
12	15	.371771	A P 90
1	16	.252023	B P 45
2	16	.330903	B P 44
3	16	.362020	B P 43
4	16	.248764	B P 42
5	16	.397483	B P 77
6	16	.386444	B P 136
7	16	.256731	B P 137
8	16	.255443	B P 138
9	16	.369799	B P 139
10	16	.325108	A P 91
11	16	.327992	A P 92
12	16	.371771	A P 93

UNIT NUMBER	LEVEL NUMBER	% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES	PARKING NUMBER	LEVEL - SPACE
1	17	.252023	B	P 76
2	17	.330903	B	P 75
3	17	.362020	B	P 74
4	17	.248764	B	P 73
5	17	.397483	B	P 72
6	17	.386444	B	P 140
7	17	.256731	B	P 141
8	17	.255443	B	P 142
9	17	.369799	B	P 143
10	17	.325108	A	P 94
11	17	.327992	A	P 95
12	17	.371771	A	P 101
1	18	.252023	B	P 71
2	18	.330903	B	P 70
3	18	.362020	B	P 69
4	18	.248764	B	P 68
5	18	.397483	B	P 67
6	18	.386444	B	P 144
7	18	.256731	B	P 145
8	18	.255443	A	P 1
9	18	.369799	A	P 2
10	18	.325108	A	P 100
11	18	.327992	A	P 99
12	18	.371771	A	P 98
1	19	.252023	B	P 66
2	19	.330903	B	P 83
3	19	.362020	B	P 64
4	19	.248764	B	P 37
5	19	.397483	B	P 38
6	19	.386444	A	P 3
7	19	.256731	A	P 4
8	19	.255443	A	P 5
9	19	.369799	A	P 6
10	19	.325108	A	P 97
11	19	.327992	A	P 96
12	19	.371771	A	P 107
1	20	.252023	B	P 39
2	20	.330903	B	P 40
3	20	.362020	B	P 41
4	20	.248764	B	P 63
5	20	.397483	B	P 62
6	20	.386444	A	P 7
7	20	.256731	A	P 69
8	20	.255443	A	P 68
9	20	.369799	A	P 67
10	20	.325108	A	P 106
11	20	.327992	A	P 105
12	20	.371771	A	P 104
1	21	.252023	B	P 61
2	21	.330903	B	P 60
3	21	.362020	B	P 59
4	21	.248764	B	P 58
5	21	.397483	B	P 57
6	21	.386444	A	P 66
7	21	.256731	A	P 65
8	21	.255443	A	P 64
9	21	.369799	A	P 112
10	21	.325108	A	P 103
11	21	.327992	A	P 102
12	21	.371771	A	P 140



<u>UNIT NUMBER</u>	<u>LEVL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>	<u>PARKING NUMBER</u>	<u>LEVEL - SPACE</u>
1	22	.252023	B	P 56
2	22	.330903	B	P 55
3	22	.362020	B	P 54
4	22	.248764	B	P 53
5	22	.397483	A	P 50
6	22	.386444	A	P 113
7	22	.256731	A	P 114
8	22	.255443	A	P 115
9	22	.369799	A	P 137
10	22	.325108	A	P 108
11	22	.327992	A	P 110
12	22	.371771	A	P 111
1	23	.252023	A	P 127
2	23	.330903	A	P 126
3	23	.362020	A	P 125
4	23	.248764	A	P 124
5	23	.397483	A	P 123
6	23	.386444	A	P 135
7	23	.256731	A	P 118
8	23	.255443	A	P 116
9	23	.369799	A	P 136
10	23	.325108	A	P 138
11	23	.327992	A	P 139
12	23	.371771	A	P 109
1	24	.252023	A	P 24
2	24	.330903	A	P 31
3	24	.362020	A	P 30
4	24	.248764	A	P 29
5	24	.397483	A	P 26
1	25	.252023	A	P 27
2	25	.330903	A	P 28
3	25	.362020	A	P 25
4	25	.248764	A	P 32
5	25	.397483	A	P 33
1	26	.252023	A	P 34
2	26	.330903	A	P 35
3	26	.362020	A	P 36
4	26	.248764	A	P 37
5	26	.397483	A	P 38
1	27	.252023	A	P 39
2	27	.330903	A	P 42
3	27	.362020	A	P 41
4	27	.248764	A	P 40
5	27	.397483	A	P 60
1	28	.252023	A	P 59
2	28	.330903	A	P 58
3	28	.362020	A	P 57
4	28	.248764	A	P 56
5	28	.397483	A	P 55
1	29	.252023	A	P 52
2	29	.330903	A	P 51
3	29	.362020	B	P 52
4	29	.248764	A	P 49
5	29	.397483	A	P 48

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>	<u>PARKING NUMBER</u>	<u>LEVEL - SPACE</u>
1	30	.252023	A	P 47
2	30	.330903	A	P 46
3	30	.362020	A	P 45
4	30	.248764	A	P 44
5	30	.397483	A	P 43
1	31	.252023	A	P 54
2	31	.330903	A	P 61
3	31	.362020	A	A 62
4	31	.248764	A	P 63
5	31	.397483	A	P 53

SCHEDULE "D" cont'd

Parking Units

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>
1	A	.009192
2	A	.009192
3	A	.009192
4	A	.009192
5	A	.009192
6	A	.009192
7	A	.009192
8	A	.009192
9	A	.009192
10	A	.009192
11	A	.009192
12	A	.009192
13	A	.009192
14	A	.009192
15	A	.009192
16	A	.009192
17	A	.009192
18	A	.009192
19	A	.009192
20	A	.009192
21	A	.009192
22	A	.009192
23	A	.009192
24	A	.009192
25	A	.009192
26	A	.009192
27	A	.009192
28	A	.009192
29	A	.009192
30	A	.009192
1	B	.009192
2	B	.009192
3	B	.009192
4	B	.009192
5	B	.009192
6	B	.009192
7	B	.009192
8	B	.009192
9	B	.009192
10	B	.009192
11	B	.009192
12	B	.009192
13	B	.009192
14	B	.009192
15	B	.009192
16	B	.009192
17	B	.009192
18	B	.009192
19	B	.009192
20	B	.009192
21	B	.009192
22	B	.009192
23	B	.009192
24	B	.009192
25	B	.009192
26	B	.009192
27	B	.009192
28	B	.009192
29	B	.009192
30	B	.009192

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>
1	C	.009192
2	C	.009192
3	C	.009192
4	C	.009192
5	C	.009192
6	C	.009192
7	C	.009192
8	C	.009192
9	C	.009192
10	C	.009192
11	C	.009192
12	C	.009192
13	C	.009192
14	C	.009192
15	C	.009192
16	C	.009192
17	C	.009192

SCHEDULE "D" cont'd

Locker Units

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>
31	A	.001342
32	A	.001342
33	A	.001342
34	A	.001342
35	A	.001342
36	A	.001342
37	A	.001342
38	A	.001342
39	A	.001342
40	A	.001342
41	A	.001342
42	A	.001342
43	A	.001342
44	A	.001342
45	A	.001342
46	A	.001342
47	A	.001342
48	A	.001342
49	A	.001342
50	A	.001342
51	A	.001342
52	A	.001342
53	A	.001342
54	A	.001342
55	A	.001342
56	A	.001342
57	A	.001342
58	A	.001342
59	A	.001342
60	A	.001342
61	A	.001342
62	A	.001342
63	A	.001342
64	A	.001342
65	A	.001342
66	A	.001342
67	A	.001342
68	A	.001342
69	A	.001342
70	A	.001342
71	A	.001342
72	A	.001342
73	A	.001342
74	A	.001342
75	A	.001342
76	A	.001342
77	A	.001342
78	A	.001342
79	A	.001342
80	A	.001342
81	A	.001342
82	A	.001342
83	A	.001342
84	A	.001342
85	A	.001342
86	A	.001342
87	A	.001342
88	A	.001342
89	A	.001342
90	A	.001342

**UNIT**  
**NUMBER**

**LEVEL**  
**NUMBER**

91  
92  
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60

B B

[illegible]

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>
61	B	.001342
62	B	.001342
63	B	.001342
64	B	.001342
65	B	.001342
66	B	.001342
67	B	.001342
68	B	.001342
69	B	.001342
70	B	.001342
71	B	.001342
72	B	.001342
73	B	.001342
74	B	.001342
75	B	.001342
76	B	.001342
77	B	.001342
78	B	.001342
79	B	.001342
80	B	.001342
81	B	.001342
82	B	.001342
83	B	.001342
84	B	.001342
85	B	.001342
86	B	.001342
87	B	.001342
88	B	.001342
89	B	.001342
90	B	.001342
91	B	.001342
92	B	.001342
93	B	.001342
94	B	.001342
95	B	.001342
96	B	.001342
97	B	.001342
98	B	.001342
99	B	.001342
100	B	.001342
101	B	.001342
102	B	.001342
103	B	.001342
104	B	.001342
105	B	.001342
106	B	.001342
107	B	.001342
108	B	.001342
109	B	.001342
110	B	.001342
111	B	.001342
112	B	.001342
113	B	.001342
114	B	.001342
115	B	.001342
116	B	.001342
117	B	.001342
118	B	.001342
119	B	.001342
120	B	.001342
121	B	.001342
122	B	.001342
123	B	.001342
124	B	.001342
125	B	.001342

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>% OF COMMON INTEREST AND PROPORTION OF CONTRIBUTION TO COMMON EXPENSES</u>
126	B	.001342
127	B	.001342
128	B	.001342
129	B	.001342
130	B	.001342
131	B	.001342
132	B	.001342
133	B	.001342
134	B	.001342
135	B	.001342
136	B	.001342
137	B	.001342
138	B	.001342
139	B	.001342
140	B	.001342
141	B	.001342
142	B	.001342
143	B	.001342
144	B	.001342
145	B	.001342
146	B	.001342
147	B	.001342
148	B	.001342
149	B	.001342
150	B	.001342
151	B	.001342
152	B	.001342
153	B	.001342
154	B	.001342
155	B	.001342
156	B	.001342
157	B	.001342
158	B	.001342
159	B	.001342
160	B	.001342
161	B	.001342
162	B	.001342
163	B	.001342
164	B	.001342
165	B	.001342
166	B	.001342
167	B	.001342

100.00000

*Blake, Correll & Company  
per Dymally  
Solicitors at Declaration*



SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the Board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or this declaration or performed pursuant to any by-law of the corporation;
- (b) All sums of money levied or charged to the corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - garbage collection
  - insurance premiums
  - water and sewage, unless separately metered for each unit
  - waste disposal
  - fuel, including gas, oil, electricity and coal, unless separately metered for each unit
  - maintenance materials, tools and supplies
  - snow removal and landscaping
  - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit
- (c) Remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;

- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the corporation, the Board, its duly authorised agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENT

- (1) The owners of Units 2 and 3 of Level 1 are entitled to the exclusive use and possession of the terrace adjoining their units designated by the letter T and the unit number as shown on Sheet 1 of Part 2 of the Description;
- (2) Each residential unit owner is entitled to the exclusive use and possession of one indoor parking space, numbered as P 1 to P 140 for Level A and numbered as P 1 to P 167 for Level B, as shown on Sheets 2 and 3 of Part 2 of the Description and allocated in Schedule "D" of the Declaration;
- (3) Each unit owner on Levels 2 to 31, both inclusive, is entitled to the exclusive use and possession of any balcony to which his unit provides sole and direct access.

*Blake, Cassels & Graydon*  
*Barristers, Solicitors, &c*

*Box 25, Commerce Court West*  
*Toronto, Canada M5L 1A9*

*Telephone (416) 863-2400*  
*Telecopier (416) 863-2653*  
*Telex 06-219687*

*Direct Dial 863-2494*  
*Our Reference:*

16th May 1984

DELIVERED

Land Registrar  
Land Titles Division of Metropolitan  
Toronto  
New City Hall  
TORONTO, Ontario

Dear Sir

Re: Concorde Square Limited  
Your reference: TO-7457

I present for registration a Declaration in duplicate and submit our trust cheque payable to the Treasurer of Ontario for \$654.00 in payment of the fees.

The project consists of two towers on a common podium. Their municipal addresses are respectively 1 Concorde Place, Don Mills, Ontario M3C 3K6 and 3 Concorde Place, Don Mills, Ontario M3C 3K7.

The name of the developer/builder is Concorde Square Limited.

Please telephone our Mr. Donald W. Milne when you expect the registers for this project to be opened so that purchasers may commence their searches.

Thank you for your assistance.

Yours very truly

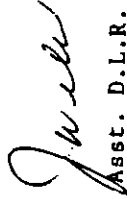
*Blake, Cassels & Graydon*

DWMilne/p  
Enc.

# DUPLICATE

DATED: \_\_\_\_\_ 1984.

B-823597 Received at the Land  
Registry Office for The Land Titles Division  
of Metropolitan Toronto (No. 66) at  
4:07 P.M. MAY 10 1984  
and entered in  
Property Parcel Register  
Common Elements and General Index  
Constitution Index  
Metropolitan Toronto Condominium  
Plan No. 638

  
Asst. D.L.R.

DECLARATION

Recently: Parcel: Plan-2  
Section: 66M-2058

BLAKE, CASSELS & GRAYDON  
Commerce Court West  
Toronto, Ontario M5L 1A9

(DWM)



# Document General

Form 4 — Land Registration Reform Act

(8) This Document provides as follows:

**Metropolitan Toronto Condominium Corporation No. 638 hereby applies to amend its Declaration registered as Instrument No. B823597, as amended, in the Land Titles Office of Toronto (No. 66).**

**The evidence in support of this Application consists of:**

1. Notarial copy of the Order of The Honourable Justice Dietrich dated February 1, 2018; and
2. Affidavit of Megan Mackey, solicitor.

(9) This Document relates to instrument number(s)

(5) This document relates to instrument number(s)  
B823597, B831382, D114193, D478622 and E32569

**(10) Party(ies)** (Set out Status or Interest)

Signature(s)

Name(s) **METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**(Applicant)**

By it's solicitors Shibley, Righton, LLP

(11) Address  
for Service  
c/o Shibley, Righton LLP, Barristers and Solicitors, 250 University Avenue, Suite 700, Toronto, Ontario M5H 3E5

**(12) Party(ies)** (Set out Status or Interest)

Signature(s)

Date of Signature Y M D

**(13) Address for Service**

**(14) Municipal Address of Property**

(15) Document Prepared by:

**Multiple  
Toronto, Ontario**

**Megan Mackey  
Shibley, Righton LLP,  
Barristers and Solicitors  
250 University Avenue, Suite 700,  
Toronto, Ontario M5H 3E5  
(416) 214-5214**

Fees and Tax

Registration Fee

(416) 214-5214

Document prepared using *The Conveyancer*

CANADA

PROVINCE OF ONTARIO

TO WIT:

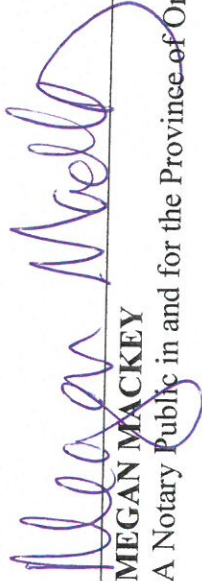
TO ALL WHOM THESE PRESENTS  
MAY COME, BE SEEN OR KNOWN

I, **MEGAN MACKEY**, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto in said Province,

**DO CERTIFY AND ATTEST** that the paper-writing annexed hereto is a copy of a document produced and shown to me and purporting to be the Order of The Honourable Justice Dietrich dated February 1, 2018, the said copy having been compared by me with the said document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

**IN TESTIMONY WHEREOF** I have hereto subscribed my name and affixed my Notarial Seal of Office at the City of Toronto, Province of Ontario this 15<sup>th</sup> day of February, 2018.

SEAL

  
**MEGAN MACKEY**  
A Notary Public in and for the Province of Ontario.



Court File No. CV-17-585371

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**



**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**Applicant**

**- and -**

**ALL UNIT OWNERS AND MORTGAGEES OF RECORD**

**Respondents**

**THE HONOURABLE**

**THURSDAY, THE 1<sup>ST</sup>**

**JUSTICE DIETRICH**

**DAY OF FEBRUARY, 2018**

*(Court seal)*

**ORDER**

THIS APPLICATION, made by the applicant for an order amending its Declaration to remove an inconsistency within the Declaration, was heard this day.

ON READING the Application Record, Factum and Brief of Authorities of the Applicant, filed, and on hearing the submissions of counsel for the applicant, no one appearing for the respondents although properly served as appears from the affidavit of service of Nadia Gayasingh sworn November 8, 2017,

1. THIS COURT ORDERS that the Applicant's Declaration shall be amended by adding the following paragraph:



2.

3.01(g) No one other than the Declarant shall be entitled to or permitted to own any locker unit who does not own a dwelling unit.

No one other than the Declarant who is not in occupancy of a dwelling unit shall be entitled to or permitted to use any locker unit.

*Dietrich J.*  
(Signature of judge/officer or registrar)

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.

FEB 06 2018

PER / PAR:

*J*

MTC 638 and EVERY UNIT OWNER AND MORTGAGEE Respondents	ONTARIO SUPERIOR COURT OF JUSTICE Proceeding commenced at TORONTO	ORDER	SHIBLEY RIGHTON LLP Barristers & Solicitors 700 - 250 University Avenue Toronto, ON M5H 3E5 Megan Mackey (49356U) direct line 416-214-5214 mmackey@shibleyriighton.com Tel: 416-214-5200 Fax: 416-214-5400 Lawyers for the Applicant
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**AFFIDAVIT OF SOLICITOR**

**IN THE MATTER OF** an Amendment to the Declaration of

Metropolitan Toronto Condominium Corporation No. 638

I, **MEGAN MACKY**, of the City of Toronto, in the Municipality of Metropolitan Toronto, **MAKE OATH AND SAY:**

1. I am the solicitor with the firm of Shibley, Righton, LLP, Solicitors for Metropolitan Toronto Condominium Corporation No. 638 and, as such, have knowledge of the matters hereinafter deposed to.
2. On February 1, 2018, I applied for an Order to amend the Declaration of Metropolitan Toronto Condominium Corporation No. 638.
3. The Order of The Honourable Justice Dietrich of the Ontario Superior Court of Justice attached hereto was granted on February 1, 2018.
4. The Order is in full force and effect and has not been stayed.
5. The Order affects the lands described in Box 6, Page 1 hereof.
6. I make this Affidavit for the purpose of registering the said Order to comply with Section 109 of the Condominium Act, R.S.O. 1980, and for no improper purpose.

SWORN before me at the  
City of Toronto,  
in the Municipality of  
Metropolitan Toronto,  
this 15<sup>th</sup> day of February,  
2018



A Commissioner, etc.

*Francois Bougault*

  
**MEGAN MACKY**

CONDOMINIUM ACT

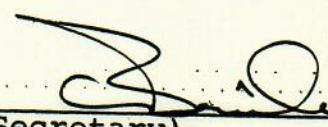
CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION  
NO. 638 hereby certifies that the By-law Number 4 attached  
hereto was made in accordance with the Condominium Act and  
any amendments thereto, the Declaration and the By-laws of  
the Corporation, and that the said By-law Number 4 has not  
been amended and is in full force and effect.

DATED at the City of Toronto in the Municipality  
of Metropolitan Toronto, this 10th day of July, 1984.

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638

by:

  
(Secretary)

c/s



METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 638.

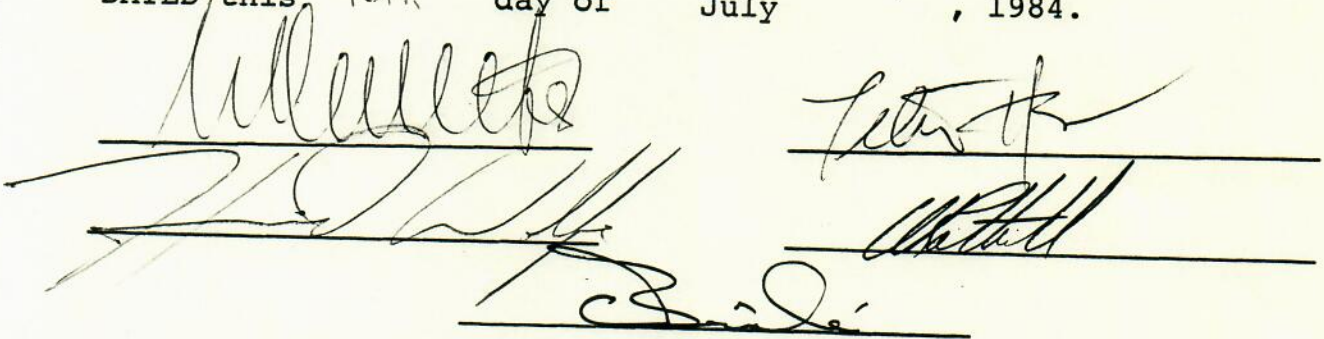
BY-LAW NO. 4

Be it enacted as By-Law No. 4 of METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 638 (hereinafter referred to as the "corporation") as follows:

The directors of the corporation may amend its declaration registered as Number B-823597 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No.66) at Toronto by amending sheets 7 of 8 and 3 of 3 of the description whereby parking space P68 is relocated to the space formerly occupied by parking unit 24, and parking unit 24 is relocated to the space formerly occupied by parking space P68.

The foregoing By-Law No. 4 is hereby passed by the directors of the corporation pursuant to the Condominium Act as evidenced by the respective signatures hereto of all the directors.

DATED this 10th day of July, 1984.

The block contains three handwritten signatures, each written over a horizontal line. The signatures are in cursive and appear to be of different individuals. The first signature is on the left, the second is in the middle, and the third is on the right.

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act, the foregoing By-Law No. 4 of the corporation signed by all the directors of the corporation as By-Law No. 4 thereof pursuant to the provisions of the Condominium Act.

12  
DUPLICATE

Received at the Land

Registry Office for The Land Titles Division  
of Metropolitan Toronto (No. 66) at 11:32

P.M.

JUL 11 1984

and entered in

Unit ~~Level~~ CONSTRUCTION INDEX

~~Bldg. No.~~ Metropolitan

Toronto Condominium

Plan No. 638

Dep. B-479.0000  
(4)

DATED July 10, 1984.

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638

*[Signature]*  
Assistant Deputy  
Registrar

BY-LAW NUMBER 4

BLAKE, CASSELS & GRAYDON,  
Commence Court West,  
Toronto, Ontario, M5L 1A9  
(DWM)

Box 3

CONDOMINIUM ACT

CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION  
NO. 638 hereby certifies that the Special By-law Number 5  
attached hereto was made in accordance with the Condominium  
Act, and any amendments thereto, the Declaration and the  
By-laws of the Corporation, and that the said By-law Number  
5 has not been amended and is in full force and effect.

DATED at the City of Toronto in the Municipality  
of Metropolitan Toronto, this 10<sup>th</sup> day of July, 1984.

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638

by

  
(Secretary)

c/s





METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638

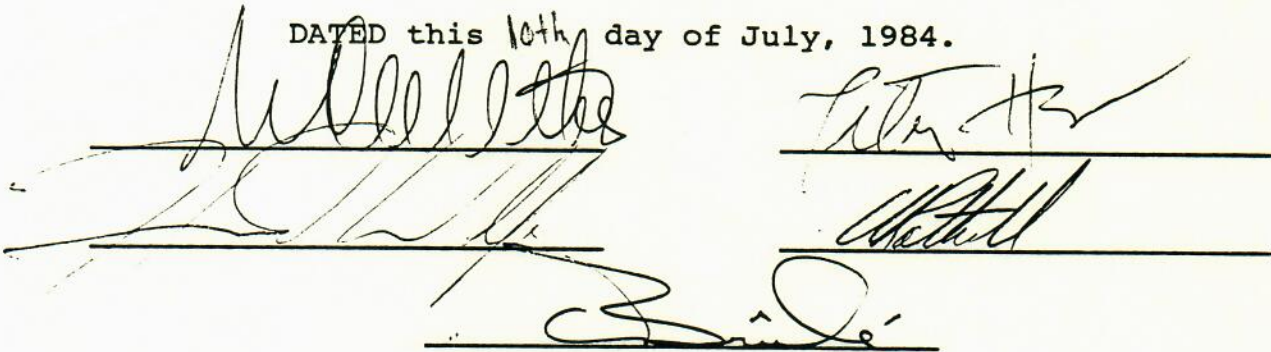
SPECIAL BY-LAW NO. 5

Be it enacted as a Special By-Law 5 of  
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638  
(hereinafter referred to as the "corporation") as follows:

That the President and Secretary be and are hereby  
authorized to enter into a License Agreement in the form  
hereto annexed.

The foregoing Special By-law 5 is hereby passed by  
the directors of the corporation pursuant to the Condominium  
Act as evidenced by the respective signatures hereto of all  
the directors.

DATED this 10th day of July, 1984.

Five handwritten signatures of directors, each on a horizontal line.

The undersigned, which owns 100% of the units,  
hereby confirms, pursuant to the provisions of the  
Condominium Act, the foregoing Special By-law 5 of the  
corporation signed by all the directors of the corporation  
as By-law 5 thereof pursuant to the provisions of the  
Condominium Act.

DATED this 10th day of July, 1984.

CONCORDE SQUARE LIMITED

PER:

(Title) EVP

c/s

PER:

(Title)

V.P. FINANCE



THIS AGREEMENT made the                      day of July, 1984.

B E T W E E N:

CONCORDE SQUARE LIMITED

(hereinafter called the "Declarant")

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION  
NO. 638

(hereinafter called the "Condominium  
Corporation")

WITNESSES THAT:

WHEREAS Concorde Square Limited is the Declarant for Metropolitan Toronto Condominium Corporation No. 638 which fronts on the easterly side of the public street known as Concorde Place in the City of North York, in the Municipality of Metropolitan Toronto;

AND WHEREAS the Declarant has erected an entry sculpture at the north east corner of the intersection of Concorde Place and Wynford Drive in the City of North York;

AND WHEREAS the entry sculpture is located on the lands of the Condominium Corporation;

AND WHEREAS the entry sculpture adds prestige to the development known as Metropolitan Toronto Condominium Plan No. 638, popularly referred to as Highgate at Concorde Place;

AND WHEREAS Highgate is the first of a number of phases contemplated for the lands comprising registered Plan 66M-2058, a portion of which has now been registered as Metropolitan Toronto Condominium Plan No. 638;

AND WHEREAS it is desirable to provide for the maintenance and repair of the entry sculpture.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration, (the receipt and sufficiency whereof are hereby acknowledged), the parties hereto agree as follows:

1. The Declarant shall maintain and repair the entry sculpture until the last of the lands on Plan 66M-2058 shall have been developed or July 31st, 1994, whichever shall first occur;
2. The Condominium Corporation shall permit the entry sculpture to remain so long as the Declarant is required to maintain and repair the entry sculpture, shall permit access to its lands by the Declarant for the purposes of maintaining and repairing the entry sculpture and shall permit the Declarant to obtain water and electricity for the entry sculpture so long as the Declarant shall promptly reimburse the Condominium Corporation the reasonable costs thereof;
3. The Declarant shall use reasonable efforts to have the owners and/or Condominium Corporations abutting Concorde Place enter into an agreement to maintain and repair the entry sculpture in perpetuity from and after the expiration of the Declarant's obligations hereunder;
4. This agreement shall terminate if the lands supporting the entry sculpture shall be expropriated or taken by any body with expropriation powers and the Declarant hereby irrevocably assigns the compensation, if any, for such taking to the Condominium Corporation.



This Agreement shall be binding on and enure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed as of the date first above written.

CONCORDE SQUARE LIMITED

Per: \_\_\_\_\_  
(Title: \_\_\_\_\_)

Per: \_\_\_\_\_  
(Title: \_\_\_\_\_)

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638

Per: \_\_\_\_\_  
(Title: \_\_\_\_\_)

Per: \_\_\_\_\_  
(Title: \_\_\_\_\_)

C A N A D A

PROVINCE OF ONTARIO

MUNICIPALITY OF METROPOLITAN  
TORONTO

To Wit:

) IN THE MATTER OF a License  
)  
) Agreement between Concorde Square  
)  
) Limited and Metropolitan Toronto  
)  
) Condominium Corporation No. 638  
)

I, CLAIRE BRULE, of the City of Toronto in the Municipality  
of Metropolitan Toronto, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Secretary-Treasurer of Metropolitan Toronto  
Condominium Corporation No. 638;
2. The License Agreement to which this affidavit is annexed  
was authorised by Special By-law No. 5 of Metropolitan  
Toronto Condominium Corporation No. 638.

SWORN BEFORE ME at the City )  
of Toronto in the Munici- )  
pality of Metropolitan )  
Toronto this day of )  
July, 1984. )

\_\_\_\_\_  
Claire Brule

\_\_\_\_\_  
A Commissioner, etc. )

DATED: July 1984

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CONCORDE SQUARE LIMITED

- and -

METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION  
NO. 638

---

LICENSE AGREEMENT

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BLAKE, CASSELS & GRAYDON  
Barristers, etc.  
Box 25, Commerce Court West  
Toronto, Ontario M5L 1A9

Attention: D. W. Milne/p

2  
2000  
B-8 29300

Received at the Land  
Registry Office for The Land Titles Division  
of Metropolitan Toronto (No. 66) at 11:32  
A.M.

Unit: JUL 11 1984 and entered in  
~~Level~~ CONSTRUCTION INDEX  
Bldg. No. Metropolitan  
Toronto Condominium  
Plan No. 638

*John R. Bell*

Ref. 15-029350

DATED: July 10, 1984

(5)

METROPOLITAN TORONTO CONDOMINIUM

CORPORATION NO. 638

SPECIAL BY-LAW NUMBER 5

BLAKE, CASSELS & GRAYDON  
Barristers, etc.  
Commerce Court West  
Toronto, Ontario M5L 1A9  
(DWM)

Box 3

**BY-LAW NO. 6**  
**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

A Comprehensive General By-law  
made in accordance with Section 56 of the *Condominium Act, 1998*

**BE IT ENACTED** as a by-law of Metropolitan Toronto Condominium Corporation No. 638 (the "**Corporation**") as follows:

By-laws Nos. 1, 2 and 3 of the Corporation are repealed in their entirety and replaced with the following:

The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998* as amended, and the regulations made thereunder (the "**Act**") and in the declaration of the Corporation (the "**declaration**").

**ARTICLE 1 - SEAL**

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

**ARTICLE 2 - YEAR-END**

The financial year-end of the Corporation shall be the 31<sup>st</sup> day of July in each year or such other date as the board of directors (the "**Board**") may by resolution determine.

**ARTICLE 3 - RECORDS OF THE CORPORATION**

The Corporation shall maintain the following records:

**3.1 Documents as required by Section 43(4) of the Act**

- (a) The seal of the Corporation;
- (b) the minute book for the Corporation including a copy of the registered declaration, registered by-laws, current rules and minutes of owners' meetings and Board meetings;
- (c) copies of all agreements entered into by the Corporation, including management contracts, deeds, leases, licences and easements to the date of their expiry and termination, and for a period of 2 years thereafter;
- (d) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (e) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (f) the records maintained under subsection 47 (2) and subsection 83 (3) of the Act; the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;
- (g) as required by the Act:
  - (i) notice delivered by an owner that his/her unit is leased;
  - (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
  - (iii) notice by an owner that a lease of a unit is terminated and not renewed;
- (h) all records that it has related to the units or to employees of the Corporation.

### **3.2 Documents as required by Section 43(5) of the Act**

- (a) As-built architectural, structural, engineering, mechanical, electrical and plumbing plans, that were provided to the Corporation by the declarant or that have been made available to the Corporation;
- (b) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- (c) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;
- (d) all other existing plans and information not mentioned in clause (a), (b) or (c) that are relevant to the repair or maintenance of the property;
- (e) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and
- (f) all reserve fund studies that have been completed.

### **3.3 Other Records**

- (a) Any plan to increase the reserve fund under subsection 94 (8) of the Act;
- (b) any report that the Corporation receives from an inspector in accordance with subsection 130 (5) of the Act;
- (c) a copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;
- (d) a copy of all notices sent on behalf of the Corporation;
- (e) a copy of the status certificates issued during the past 2 years;
- (f) the names of current directors and officers, their mailing address and respective terms of office;
- (g) a copy of all annual notices of assessment and any extraordinary assessments;
- (h) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation, including any agreement entered into with an owner under S.98 of the Act;
- (i) proxies for meetings to be retained for ninety (90) days;
- (j) tender bids and/or quotations received for major projects undertaken by the Corporation during the past 2 years; and
- (k) any other information required to be maintained as records by the Act and the regulations made thereunder.

## **ARTICLE 4 - DUTIES OF 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 the 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, including, but not limited to, the expenses associated with the management, operation, maintenance and repair of the common elements, from the unit owners;



- (c) the arranging for the supply of utilities to the common elements and the 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) obtaining and maintaining insurance for the property as may be required by the Act, declaration or by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11 hereof;
- (g) the monitoring of all public or private service companies engaged by the Corporation to enter upon the common elements and/or into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (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 investment of monies, including the reserve fund, held by the Corporation in accordance with the Act, and as more particularly described in Section 11.2 hereof;
- (k) 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;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (including 'tail pipe' insurance in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) 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 such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the calling and holding of meetings and the delivery of notices, as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;
- (q) the entering into of an insurance trust agreement, at the time of the loss, to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds \$100,000 and is covered by the Corporation's policy of insurance maintained in accordance with the Act;
- (r) establishing and maintaining 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; and
- (s) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

## **ARTICLE 5 - POWERS OF THE CORPORATION**

### **5.1 Powers of the Corporation**

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

- (a) the entering into of an agreement with a person or Corporation to provide professional management of the property. The management agreement shall be in a form acceptable to the Board;
- (b) the authorizing and including in the budget for the Corporation for any fiscal year the amounts that the Board, in its discretion, decides are necessary that the Corporation borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year;
- (c) the borrowing in excess of the amount set out in (b), even if included in the Corporation's budget, shall be approved by a vote of owners at a meeting called for that purpose;
- (d) subject to (b) and (c) above, the borrowing of such amounts in any fiscal year as the Board determines is 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;
- (e) subject to (d) above, the charge, mortgage or pledge of all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation; and
- (f) the conducting, periodically, of buildings and/or operations audit as deemed appropriate by the Board.

## **ARTICLE 6 - NOTICE**

### **6.1 Notice to Owner/Mortgagee**

Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or
- (c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or
- (d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the records of the Corporation is not the address of the unit of the person.

The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she has become an owner or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee.

### **6.2 Notice to the Board or Corporation**

Except as otherwise provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given, shall be given to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage

prepaid, addressed to the Corporation at its address for service or by facsimile transmission or electronic mail in the management office on site.

### **6.3 Receipt of Notice**

Any notice, communication or document shall be deemed to have been received:

- (a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or
- (b) when it has been deposited in a post office or public letter box; or
- (c) when it is sent by means of facsimile transmission, electronic mail or any other method of electronic communication when delivered by fax according to the confirmation report or when delivered to the appropriate communication company or agency or its representative for dispatch.

### **6.4 Omissions and Errors**

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

### **6.5 Notices of Meetings**

At least fifteen (15) clear calendar days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee, whose name and address for service is listed on the records of the Corporation, twenty (20) clear calendar days before the date of the meeting and who is therefore entitled to vote in accordance with the Act.

## **ARTICLE 7 - BOARD OF DIRECTORS**

### **7.1 Duties and Standard of Care**

- (a) The affairs of the Corporation shall be managed by the Board;
- (b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement; and
- (c) every director and officer of the Corporation, in exercising the powers in discharging the duties of office, shall act honestly and in good faith and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

### **7.2 Number and Quorum**

The number of directors shall be seven (7) of whom four (4) 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.

### **7.3 Qualifications**

No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria:

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall not be an undischarged bankrupt or mentally incompetent person;
- (c) the person shall not have a lien for common expenses registered against his/her unit;

- (d) the person shall be a resident owner or the resident spouse of the owner of a unit in the Corporation;
- (e) the person shall not be a party to litigation, mediation and/or arbitration by or against the Corporation;
- (f) a person who is nominated, elected or appointed a director is not a director unless:
  - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
  - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) calendar days thereafter; and
- (g) within 10 calendar days of his or her election or appointment to the Board, the successful candidate shall execute an undertaking in writing that he/she is presently able and will make himself/herself available to attend and participate in the affairs of the Corporation generally, and, specifically, he/she will be able and available to attend in person or by conference call at least 2/3 of the regularly called meetings of the Board during each year of such director's tenure unless he/she is prevented from doing so by reasons of illness or accident.

#### **7.4 Disqualification**

A person immediately ceases to be a director if:

- (a) the director becomes an undischarged bankrupt or a mentally incompetent person;
- (b) 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;
- (c) he/she fails to attend and participate in at least 66⅔% of regularly scheduled meetings of the Board during each year of such director's tenure, except for reasons of illness or accident, i.e., any such director shall be deemed to have tendered his/her resignation and the vacancy thereby created shall be filled by appointment or election in accordance with the Act;
- (d) the director is a party to litigation, mediation and/or arbitration by or against the Corporation; or
- (e) the director no longer resides in a unit in this Corporation.

#### **7.5 Nomination, Election and Term**

Subject to the Act,

- (a) The directors of the Corporation shall continue to be elected in accordance with the existing rotation with the result that those directors whose terms have expired shall be elected for a term of three (3) years;
- (b) Directors shall continue to act as such until their successors are elected;
- (c) Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (d) Election to the Board shall be by written ballot, unless the election is by acclamation;
- (e) The person receiving the highest number of votes will serve the longest term and the person receiving the next greatest number of votes will serve the next longest term; and
- (f) Each candidate for a vacant position on the Board must declare their candidacy not later than 10 calendar days following the Board's notice.

The Board shall provide at least 30 clear calendar days written notice of their intention to call and hold a meeting for the purpose of electing one or more directors, and such notice shall include the statement that all candidates interested in filling one or more vacant positions on the Board must be nominated, and their candidacy declared not later than 20 calendar days following the Board's notice (aforesaid) in order that the Board may include, in the notice of such meeting and on the accompanying proxy form, the names of all proposed candidates for election to the Board.

#### **7.6 Calling of Meetings**

- (a) Meetings of the Board shall be held from time to time at such places and at such times and on such days as the President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President who is a director and any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act (Canada)* and any amendments thereto) 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 or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;
- (b) 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 the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting; and
- (c) a meeting of the directors may be held by teleconference or other form of electronic communication that allows the directors to participate concurrently if all the directors agree.

#### **7.7 Declaration of Interest**

- (a) The provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and
- (b) in addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

#### **7.8 Confidentiality**

All matters considered appropriately by the Board to be privileged and confidential, including all documents and information, are strictly privileged and confidential and may not be disclosed to any person (including a spouse) unless such information or documentation is determined by the Board in writing or as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose such information extends to all such information obtained as a result of a director's position on the Board.

#### **7.9 Conflict of Interest**

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the Board, may not be used for personal benefit, whether monetary or otherwise.

#### **7.10 Protection of Directors and Officers**

No director or officer of the Corporation shall be liable for:

- (a) the acts, neglect or default of any other director or officer;

- (b) any loss or expense incurred by 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;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
- (f) 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, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

#### **7.11 Indemnity of Directors and Officers**

Every director or officer of the Corporation and his/her heirs, executors, successors and assigns, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation;

unless the loss occurs through his/her own dishonest or fraudulent act or acts, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

#### **7.12 Consents**

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

#### **7.13 Execution of Instruments**

- (a) Any contract or obligation entered into by the Corporation may be executed on behalf of the Corporation by two (2) signing officers of the Corporation as designated in accordance with a resolution of the Board.
- (b) Similarly, the Board may, by resolution at any time and from time to time authorize two (2) or more directors and officers to execute on behalf of the Corporation any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation.
- (c) Any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate.

## **ARTICLE 8 - OFFICERS**

### **8.1 Election of the President**

At the first meeting of the Board, after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his/her successor is elected.

### **8.2 Appointed Officers**

The Board shall appoint a Secretary and a Treasurer, and may appoint a Vice-President and such other officers as the Board may determine, including one (1) or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and the office of Treasurer, he/she may be known as Secretary-Treasurer.

### **8.3 Term of Office**

At the first meeting of the Board, after each election of directors, and then from time to time, the Board shall appoint the officers of the Corporation. In the absence of written agreement to the contrary, officers shall hold office until removed by the Board, provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 7.3 and 7.4. Officers shall have such authority and perform such duties as the Board may, from time to time determine that are consistent with the Act, and the declaration and by-laws of the Corporation.

### **8.4 President**

The President shall:

- (a) be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;
- (b) co-ordinate the activities of the remaining members of the Board and officers;
- (c) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and the Corporation's solicitor in areas of concern; and
- (d) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

### **8.5 Vice-President**

The Vice-President shall, during the absence of the President, perform his/her duties and exercise his/her powers. The Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

### **8.6 Secretary**

The Secretary or designate, shall:

- (a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;
- (b) attend meetings of the directors and of the owners;
- (c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- (d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and
- (e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

## **8.7 Treasurer**

The Treasurer shall:

- (a) prepare or cause to be prepared, in consultation with property management, the annual budget and the annual financial statements to be presented to the owners at the annual general meeting;
- (b) prepare or cause to be prepared, in consultation with property management and others as selected by the Board, a reserve fund plan, if required; and
- (c) prepare or cause to be prepared, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

## **8.8 Officers**

The officers of the Corporation shall have such additional responsibilities as may be approved by resolution of the Board.

## **8.9 Committees**

- (a) In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, rules, or any other matter related to the common elements or any other property to which the Corporation has any rights or obligations; and
- (b) 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, and each Chair of such committee shall be advised by resolution of the Board of the specific provision herein respecting the appointment and removal of such committees, including the Chair, contained in this article at the time of their appointment.

# **ARTICLE 9 - MEETINGS OF THE OWNERS**

## **9.1 Annual Meetings**

- (a) The annual meeting of the owners shall be held within the City of Toronto at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read and presented before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting; and
- (b) the annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

## **9.2 Special Meetings**

The Board shall have the power at any time to 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. Such meeting shall be held at such time and at such place within the City of Toronto as determined by the Board.

The Board shall also call such special meeting upon receipt of a requisition in writing of owners or mortgagees (or any combination thereof) entitled to vote with respect to not less than 15% of the residential units, stating the nature of the business to be presented at the meeting. The requisition shall be signed by the requisitionists and deposited at the address for service of the Corporation. If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director and the reasons for removal. If the Board does not within 14 calendar days from the date of receipt of such requisition call such meeting, which shall be held within 20 calendar days from the date of the calling thereof, and in any event within 35 calendar days of receipt of the requisition, any of the requisitionists may call such meeting, which shall be held within 45 calendar days from the date of receipt of such requisition.



### **9.3 Persons Entitled to be Present**

The only persons entitled to attend a meeting of owners shall be:

- (a) the owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;
- (b) any other person entitled to vote thereat;
- (c) others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting; and
- (d) any other person on the invitation of the chairperson of the meeting or with the consent of the meeting.

### **9.4 Quorum**

A quorum for the transaction of business at a meeting of the unit owners is those owners who own together at least twenty five per cent (25%) of the units. If a quorum is not present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the chairperson of the meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

### **9.5 Voting**

- (a) At each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;
- (b) if the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his/her proxy) may, subject to clause 9.5(c), nevertheless represent such unit at meetings and vote in respect thereof;
- (c) in the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;
- (d) any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as he/she may deem sufficient;
- (e) the chairperson shall not, in the case of a tie, cast a deciding vote; and
- (f) unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

### **9.6 Method of Voting**

- (a) At any annual or special meeting any question may be decided by a show of hands. A declaration by the chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;
- (b) a vote for the election of directors shall be by ballot only;
- (c) anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed;
- (d) all voting by owners shall be on the basis of and in accordance with the Act; and
- (e) when all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

## **9.7 Proxies**

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing and signed by the appointor or his/her attorney authorized in writing. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name(s) of the director(s) for and against whom the proxy is to vote. Similarly, where a proxy issued by the Board permits the owner to direct his or her proxy to vote affirmatively or negatively on a particular question, and the owner indicates on the proxy the manner in which the vote is to be conducted, the proxy form itself will be used as a ballot by the scrutineers in determining the outcome of the vote. The instrument appointing a proxy shall be deposited with the Secretary before any vote or in accordance with procedures established by resolution of the Board.

## **9.8 Representatives**

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting 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. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

## **9.9 Co-Owners**

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. Where a unit is owned by more than two (2) persons, any one (1) owner may vote, but if there is a dispute, the majority of the owners of the unit shall decide how the vote is to be exercised.

# **ARTICLE 10 - ADDITIONAL RIGHTS OF THE CORPORATION**

**10.1** The contravention of any provisions of the Act, declaration, by-laws and/or rules of the Corporation, shall give the Board, in addition to any other rights set forth in the Act and the declaration, the right to:

- (a) enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass;
- (b) 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, any proceeding for compliance pursuant to the provisions of the Act; and
- (c) deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

## **10.2 Occupancy**

The Corporation hereby adopts, as the maximum occupancy for each unit, the occupancy load determination described in the Ontario building Code as prescribed in O. Reg 403/97, being two (2) persons per bedroom in a dwelling unit as each such bedroom is described in the as-built plans forming part of the description of this Condominium.

### **10.3 Non-Resident Access to Common Elements**

Pursuant to S. 56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to access and use of the common elements, including recreational amenities located therein.

### **10.4 Indemnification by Owner**

- (a) The owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, that may have been caused by the owner or anyone for whom the owner is responsible, howsoever caused.
- (b) The owner of a unit is responsible for any costs incurred to repair damage to the common elements, and/or to other units that may have been caused by the owner or anyone for whom the owner is responsible, howsoever caused.
- (c) In those cases where it has been determined that the responsibility for payment of the cost to repair damage to the common elements or to any other unit is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair based on meeting the standards of uniformity and consideration for the convenience of the owner(s) involved. 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.
- (d) Pursuant to Subsections 105(2) and (3) of the Act where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and whether the damage is or is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage, and the amount for which the unit owner is responsible pursuant to clause (a) above shall form part of the contributions to the common expenses payable for the particular unit.
- (e) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost including the insurance deductible and legal costs on a substantial indemnity basis (formerly known as solicitor and client costs), damage, injury or liability which the Corporation may suffer or incur resulting from, or caused by, any act or omission of such owner, to the owner's unit, except for any loss, costs, damage, injury or liability insured against by the Corporation, subject to any insurance deductible. All payments to be made by any owner pursuant to this section shall be deemed to be common expenses payable by such owner, and shall be recoverable in the same manner and upon the same terms as unpaid common expenses.

## **ARTICLE 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

### **11.1 Assessment of Common Expenses**

- (a) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties, 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 and/or in accordance with the provisions of the Act; and
- (b) 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. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in Schedule "D" of the declaration, as amended.

## **11.2 Reserve Fund**

- (a) The Board shall establish and maintain a reserve fund(s) in accordance with the Act.
- (b) The reserve fund(s) shall be kept in a separate interest bearing account with any chartered bank or trust company branch, or in a segregated account under the name of the Corporation by a member of the Canadian Investment Dealers Association and insured by the Canadian Investor Protection Fund, all in accordance with the Act.
- (c) The reserve fund(s) may be invested in "eligible securities" that are registered in the name of the Corporation or held in a segregated account under the name of the Corporation, that are convertible to cash within 90 days following a request by the Board, and that have been selected by the Board in accordance with an investment plan adopted by the Corporation based on the anticipated cash requirements of the reserve fund as set out in the most recent reserve fund study, all as defined in accordance with Section 115 of the Act.

## **11.3 Extraordinary Expenditures**

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year, in addition to the annual assessment, by the Board serving notices of such further assessment on all owners, which shall include a written statement setting out the reasons for the extraordinary assessment.

## **11.4 Delivery of Assessments**

- (a) The Board shall give notice to all owners of the amount of common expenses payable by each of them respectively, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and
- (b) extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

## **11.5 Owners' Obligations to Pay Assessments**

- (a) Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner. Notwithstanding that common expenses are payable annually, the Board may by resolution permit owners to make their common expense payments in twelve (12) equal monthly instalments. Upon receipt of a request from and for the express convenience of the owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, which default is not remedied by the owner within seven (7) days, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in this by-law shall become immediately due and payable to the Corporation; and
- (b) if the Board enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or post-dated cheques or other similar plan approved by the Board. Where the Board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided and, where the owner fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then

unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with this by-law until paid. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners.

#### **11.6 Default in Payment of Assessment**

- (a) Arrears of payment required to be made under the provisions of this Article 11 shall bear interest at the rate of 12% per annum calculated and compounded monthly, not in advance, as and from the date the owner has fallen into arrears until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation (the "**total amount in arrears**") in the collection or attempted collection of the unpaid amount, and interest shall be charged upon the total amount in arrears monthly and shall be compounded monthly until paid; and
- (b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation, including all legal costs on a substantial indemnity basis (formerly known as solicitor and client costs) incurred in such action.

### **ARTICLE 12 - BANKING ARRANGEMENTS AND CONTRACTS**

#### **12.1 Banking Arrangements**

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any two (2) or more officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, securities, bills of exchange and orders relating to any such banking business, and the defining of the rights and powers of the parties thereto and any act or thing on the Corporation's behalf to facilitate such banking investment business.

### **ARTICLE 13 - MISCELLANEOUS**

#### **13.1 Invalidity**

The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

#### **13.2 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.

#### **13.3 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.

#### **13.4 Amendment**

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

### 13.5 Conflicts

- (a) In the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and
- (c) in the event the provisions of the Act or the declaration are silent, the provisions of the by-laws shall prevail.

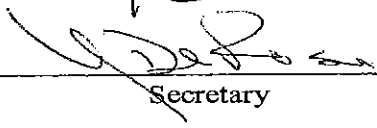
WITNESS the corporate seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638**

Per: \_\_\_\_\_

  
President

Per: \_\_\_\_\_

  
Secretary

We have authority to bind the Corporation

## BY-LAW NO. 7

### METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638 (the "Corporation")

A by-law to establish the procedure with respect to the mediation and arbitration of Disputes described in Sections 125 and 132 of the *Condominium Act*, 1998 and any amended or successor legislation (the "Act").

#### WHEREAS:

- A. The Act intends that all parties described in Sections 125 and 132 resolve Disputes which may arise between them through mediation and arbitration rather than formal legal proceedings;
- B. It is within the power of the Corporation, and it is encouraged by the Act, to enact a by-law to establish the procedure for mediation and arbitration of Disputes between the parties described in Sections 125 and 132 of the Act;
- C. The Corporation intends that the procedure in this By-law be deemed incorporated into the agreements and documents described in Sections 125 and 132 of the Act, and this procedure be employed for all Disputes governed by these sections and any amended or successor legislation.

**BE IT ENACTED** as a by-law of Metropolitan Toronto Condominium Corporation No. 638 as follows:

#### ARTICLE 1- GENERAL

##### DISPUTES

- 1.1 Disputes relating to the breach, termination, existence, validity, performance, interpretation or enforceability of any of the agreements listed in Section 132(2) of the Act, including agreements entered into, initially, with the declarant governing the management, operation, maintenance and repair of the common elements, the use of the service units, and other disputes arising in connection with the documents referred to in Section 125 of the Act, other than those which must be resolved in the Courts or those which may be resolved in the courts unless the parties agree to submit their dispute to mediation and arbitration, (collectively the "Disputes") shall be addressed and resolved in accordance with the provisions of this By-law.

##### DEFINITIONS

- 1.2
  - a) **Deliver** – means serving, giving to or delivering any Notice or Document to a party pursuant to this by-law.
  - (a) **Party** – means any person or corporate entity named as a party in relation to a Dispute, including the Corporation, the property manager, one or more unit owners, in a Notice of Dispute, Notice of Mediation or Notice of Arbitration.
  - (b) **Recipient** – means the person to whom a Notice or Document has been delivered in accordance with this by-law.

##### DELIVERY/SERVICE

- 1.3 All notices and documents required to be delivered or provided to the Corporation shall be delivered in accordance with subsection 46(2) of the Act; to an owner in accordance with subsection 47(7) of the Act; to a mortgagee in accordance with subsection 47(8) of the Act; and to all other parties either:
  - (a) personally;
  - (b) by pre-paid mail to that party's last known address;
  - (c) by pre-paid registered post; or

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- (d) by facsimile transmission, electronic mail or any other method of electronic communication if the party agrees in writing that the party giving the notice or document may give the notice or document in this manner.

Notices and documents will be deemed to have been received the day of hand delivery, facsimile transmission or electronic communication and for pre-paid mail and registered post, forty-eight (48) hours after the mailing thereof.

## **CONFIDENTIALITY**

- 1.4 The negotiations and other settlement efforts of the parties made during mediation and the entire negotiation and mediation shall be strictly without prejudice. Statements made and documents created for the purpose of and produced by any person in the mediation, including, without limitation, the mediation briefs under Article 3.11, that are not otherwise discoverable will not be subject to disclosure through discovery or any other process and will not be admissible into evidence in any context for any purpose, including impeaching credibility. Neither party will rely on, or introduce as evidence, in any subsequent proceeding, any admission, view, suggestion, notice, response, discussion, position or settlement proposal of the parties except:
  - (a) as required by law;
  - (b) to the extent that disclosure is reasonably necessary for the establishment or protection of a party's legal rights against a third party; or
  - (c) to enforce any settlement agreement reached between the parties.

## **ARTICLE 2 - NEGOTIATION**

- 2.1 Any party may deliver a written Notice of Dispute to any other party which shall include:
  - (a) an outline of the nature of the Dispute; and
  - (b) the names of the parties involved in the Dispute.
- 2.2 The parties who have received and are named in the Notice of Dispute shall meet for the purpose of trying to resolve the Dispute as soon as possible after receiving a Notice of Dispute, as many times as the parties reasonably deem necessary, in order to gather and furnish to the other party or parties all information with respect to the matters in issue which the parties believe will assist with its resolution. The specific format for such discussions will be left to the parties and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other party or parties.

## **ARTICLE 3- MEDIATION**

### **NOTICE OF MEDIATION AND SELECTION OF MEDIATOR**

- 3.1 Notwithstanding that the parties may still be in negotiations pursuant to Article 2, a Notice of Mediation may be delivered by any party to the other party or parties on or after the tenth (10<sup>th</sup>) day after the Notice of Dispute has been delivered and must be delivered no later than thirty (30) days after delivery of the Notice of Dispute, and shall include:
  - (i) a statement that the party has made a good faith effort to reach a settlement in accordance with Article 1;
  - (ii) the names of two individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;
  - (iii) an agreed upon statement of facts, if any; and
  - (iv) a written statement of position, if any;

- 3.2 The recipients of the Notice of Mediation shall each submit the names of two individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference, within five (5) days of receipt of the Notice of Mediation which may include a written statement of position.
- 3.3 The parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced professional mediator who carries on a mediation practice based in Southern Ontario.
- 3.4 If the parties are unable to reach unanimous agreement on the selection of a mediator within five (5) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the party who delivered the Notice of Mediation and in the presence of the other parties from among the names of the mediators submitted by the parties.
- 3.5 If a party fails to submit names in accordance with this section, such party shall be deemed to accept as mediator the person selected by the other party or parties, in accordance with this Article.
- 3.6 The party who delivered the Notice of Mediation must notify the mediator of his or her appointment, within 3 business days of such appointment and shall provide the mediator with a copy of this by-law.

#### **ROLE OF MEDIATOR**

- 3.7 The mediator's role is to assist the parties in resolving the Dispute in accordance with the procedures set out in this by-law. The mediator will not make decisions for the parties about how the matter should or must be resolved.
- 3.8 If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to either party.
- 3.9 The mediator has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

#### **NOTICE OF MEDIATION HEARING**

- 3.10 The place of mediation shall be determined by the mediator, acting reasonably, in consultation with the parties and the mediator will promptly advise the parties of the location and time of the mediation and the estimated cost of the mediation.

#### **MEDIATION BRIEF**

- 3.11 Each party shall submit to the mediator and all other parties, at least 3 days before the hearing date, a written mediation brief of not more than ten (10) pages setting out the relevant facts and the party's positions concerning the matters in the Dispute.

#### **FEEES AND EXPENSES**

- 3.12 Each party shall deliver to the mediator, with their mediation brief, or no later than twenty-four (24) hours before the commencement of the mediation, a certified cheque payable to the mediator to cover fifty per cent (50%) of the mediator's anticipated fees and expenses of the mediation.
- 3.13 The fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be in the proportion specified in the notice issued by the mediator stating that the mediation has failed.
- 3.14 If a party fails to deliver to the mediator a certified cheque in accordance with Article 3.12, the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed and which party or parties failed to deliver to the mediator a certified cheque in accordance with Article 3.12.

- 3.15 Only parties who have delivered to the mediator a certified cheque in accordance with Article 3.12 may deliver a Notice of Arbitration.

#### **AUTHORITY TO SETTLE AND LEGAL REPRESENTATION**

- 3.16 The parties or representatives of the parties with full authority to settle the Dispute shall attend the mediation in person.
- 3.17 The parties are entitled to seek legal representation or advice prior to or during the mediation and may have lawyers present at the mediation who shall be permitted to fully participate in all aspects of the mediation.

#### **TERMINATION OF MEDIATION**

- 3.18 The mediation shall end on the earliest of:
- (a) the date that the parties enter into a binding settlement agreement with respect to all or a part of the matters in Dispute;
  - (b) the date the mediator issues a notice stating that the mediation has failed;
  - (c) the date that any party or the mediator withdraws from the mediation, which they are free to do at any time; and
  - (d) 5:00 p.m. on the day that is the 45<sup>th</sup> day after delivery of the Notice of Mediation.

### **ARTICLE 4- ARBITRATION**

#### **APPLICATION**

- 4.1 If a Dispute is not resolved or settled through the procedures provided under Article 2 and 3, the Dispute shall be determined by final and binding arbitration conducted by an arbitral tribunal in accordance with the procedures provided in this Article. Except as otherwise provided in this Section, the arbitration of the Dispute, including its procedures, decision and enforcement, shall be in accordance with the *Arbitration Act, 1991 (Ontario)*, and any amended or successor legislation, and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "**Arbitration Act**") and any applicable federal laws of Canada.

#### **NOTICE OF ARBITRATION**

- 4.2 Any party, subject to Article 3.15, may initiate the arbitration by delivering a written Notice of Arbitration no later than 30 days after the termination of Mediation conducted under Article 3 and shall include:
- (a) An outline of the issues to be arbitrated;
  - (b) The names of the parties involved in the dispute; and
  - (c) A statement indicating the date that mediation was terminated under Article 3 hereof.

#### **THE ARBITRAL TRIBUNAL**

- 4.3 The arbitral tribunal shall consist of one arbitrator who shall be either:
- (a) a Canadian retired Judge who carries on business as a professional arbitrator and who is based in Ontario.
  - (b) a member of the Arbitration and Mediation Institute of Ontario; or
  - (c) a panel member of the Condominium Dispute Resolution Centre.
- 4.4 The arbitrator shall be impartial and independent of the parties to the Dispute.

- 4.5 The arbitrator shall be chosen by mutual agreement of the parties no later than ten (10) days after delivery of the Notice of Arbitration, failing which the arbitrator shall be appointed in accordance with the Arbitration Act.

#### **LOCATION, TIME AND PLACE OF ARBITRATION**

- 4.6 The place of arbitration shall be determined by the arbitrator, acting reasonably, in consultation with the parties, and the arbitrator will promptly advise the parties of the location, time for commencement and schedule for the arbitration.

#### **ARBITRATION BRIEF**

- 4.7 Within ten (10) days after the date of the appointment of the arbitrator each party shall deliver to the arbitrator and to the other party or parties a written arbitration brief which shall set forth each party's position concerning the matters in dispute and shall include:
- (a) A statement of fact and law;
  - (b) copies of all relevant documents that are in that party's possession or within the party's control;
  - (c) a statutory declaration of the party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that party's possession or control, including those documents that are or might be unfavorable to that party's position in the arbitration; and
  - (d) the relief sought.

#### **ADDITIONAL PARTIES**

- 4.8 Upon reviewing the Notice of Arbitration and arbitration briefs, the arbitrator may make a request of the parties that another party or parties be joined in the arbitration. Any other party or parties may only be joined with that party's consent and the consent of the original parties to the Dispute.

#### **HEARING**

- 4.9 The arbitration shall be an oral hearing, conducted in the English language, unless the parties and arbitrator agree otherwise, and shall consist of examination in chief, cross examination of witnesses and oral arguments to be presided over by the arbitrator. There shall be no oral or documentary discovery under oath.

#### **REPRESENTATION**

- 4.10 The parties are entitled to be represented and assisted by legal counsel in connection with all aspects of the arbitration and any party's legal counsel shall be permitted to attend and fully participate in all aspects of the arbitration.

#### **DURATION OF ARBITRATION**

- 4.11 The hearing shall begin not more than 60 days after the Arbitration Notice is delivered and shall be conducted over five (5) consecutive business days whereby:
- (a) Each party shall be given two (2) full business days to present his or her case to the arbitrator;
  - (b) The arbitrator shall have the discretion to regulate, among other things, the length of a party's cross examination of the other party's witnesses to ensure the fair and equal treatment of all parties with regard to the time limits of the hearing; and
  - (c) On the fifth (5<sup>th</sup>) business day of the hearing, each party shall be given the opportunity to present arguments to the arbitrator, unless the arbitrator rules otherwise.

## **POWERS OF THE ARBITRAL TRIBUNAL**

- 4.12 The arbitrator may make whatever award he or she considers just having regard to the dispute, the interest of the parties, the Act, the regulations, the agreement, the declaration, the by-laws and the rules, and may do one or more of the following:
- (i) order a party to do something;
  - (ii) order a party to refrain from doing something;
  - (iii) order a party to pay money as damages;
- 4.13 The arbitrator's award must include reasons, be in writing and be signed by the arbitrator.
- 4.14 The arbitrator may make an order for costs, specifying the party or parties entitled to costs, the party or parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an order respecting costs, a party may, within twenty (20) days after being notified of the award, apply to the arbitrator for an order respecting costs. If no application is made to the arbitrator for an order respecting costs or, if following an Application the arbitrator does not make an order respecting costs, then subject to any agreement to the contrary, the parties must bear their own costs and must pay equal shares of the fees and disbursements of the arbitrator.
- 4.15 The award of the arbitrator shall be final and binding.
- 4.16 An arbitrator's award and order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if they were orders of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and the order for costs.

## **TIME OF THE ESSENCE**

- 4.17 The arbitrator shall be instructed that time is of the essence in the arbitration proceeding. The arbitration award must be made within ninety (90) days after the conclusion of the hearing and is to be delivered to the parties in accordance with this by-law.

## **DEFENCE TO ACTION**

- 4.18 Other than an action to enforce the award of the arbitrator, the provisions of this by-law represent a complete defence to any suit, action or other proceeding instituted in any Court or before any administrative tribunal with respect to any Dispute. Nothing in this by-law prevents the parties from exercising any other rights they may have in the Act, the regulations, the agreements described in Section 132(2), the declaration, by-laws or rules.

## **ARTICLE 5- NOTICES AND RESPONSE**

### **FORMS**

- 5.1 Precedent forms are attached to this by-law as Schedules "A" to "E", inclusive. These forms may be used by any part for the purposes of the procedures contained in this by-law. These forms need not be used and may be altered, if required, to meet the circumstances of a specific situation. The forms attached include:
- (a) Schedule "A" Notice of Dispute;
  - (b) Schedule "B" Notice of Mediation;
  - (c) Schedule "C" Response to Notice of Mediation;
  - (d) Schedule "D" Notice of Arbitration; and
  - (e) Schedule "E" Response to Notice of Arbitration.

**DATED** at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638**

Per:

President

Per:

Secretary

We have authority to bind the Corporation

**SCHEDULE A**  
**NOTICE OF DISPUTE**

DATE:

TO:

[include address, telephone, fax number, and e-mail address, if known]:

FROM:

[include address, telephone, fax number, and e-mail address, if known]:

---

1. Statement of Dispute:

---

Signature

**SCHEDULE B**  
**NOTICE OF MEDIATION**

**DATE:**

**TO:**

[include address, telephone, fax number, and e-mail address, if known]:

**FROM:**

[include address, telephone, fax number, and e-mail address, if known]:

1. I/We, (insert name of party giving notice) have made a good faith effort to reach a settlement of the dispute through negotiation.
2. Proposed Mediators (include name and contact information):
  - (a)
  - (b)
3. Statement of Facts Agreed by All Parties, if any:
4. Statement of Position:



**SCHEDULE C**  
**RESPONSE TO NOTICE OF MEDIATION**

**DATE:**

**TO:**

[include address, telephone, fax number, and e-mail address, if known]:

**FROM:**

[include address, telephone, fax number, and e-mail address, if known]:

1. Proposed Mediators (include name and contact information):

(a)

(b)

Note: You may propose a mediator who has been proposed by another party.

2. Statement of Position:

3. Documents:

(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

\_\_\_\_\_  
Signature

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the Party who delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

5. Documents:

(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

---

Signature

Each recipient of this Notice of Mediation shall deliver to the other party or parties the names of two (2) qualified individuals to act as mediator, who have indicated a willingness to act as the mediator, ranked in order of preference, and each recipient shall include a written statement of his/her/its position.

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the Party who delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment, and shall provide the mediator with a copy of this by-law.

If a Party fails to submit, with their mediation brief and response, not later than 24 hours prior to the commencement of the mediation, a certified cheque payable to the mediator to cover 50% of the mediator's anticipated fees and expenses of the mediation in contravention of Article 3.12, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

**SCHEDULE D**  
**NOTICE OF ARBITRATION**

DATE:

TO:

[include address, telephone, fax number, and e-mail address, if known]:

FROM:

[include address, telephone, fax number, and e-mail address, if known]:

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)
  - ( ) sixty (60) days have passed from the date of the Notice of Mediation, a copy of which is attached hereto and the parties have not selected a mediator; or
  - ( ) thirty (30) days have passed from the delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.
2. Proposed Arbitrators (include name and contact information):
  - (a)
  - (b)

Note: You may propose an arbitrator who has been proposed by another party.

\_\_\_\_\_  
Signature

The Parties shall unanimously appoint, within ten (10) days of delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is delivered, the arbitrator shall be selected at random by draw by the Party who delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.

The Party who delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this by-law.

If a Party fails to submit, with their mediation brief and response, not later than 24 hours prior to the commencement of the mediation, a certified cheque payable to the mediator to cover 50% of the mediator's anticipated fees and expenses of the mediation in contravention of Article 3.12, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

**SCHEDULE E**  
**RESPONSE TO NOTICE OF ARBITRATION**

DATE:

TO:

[include address, telephone, fax number, and e-mail address, if known]:

FROM:

[include address, telephone, fax number, and e-mail address, if known]:

1. Proposed Arbitrators (include name and contact information):

(a)

(b)

Note: You may propose an arbitrator who has been proposed by another party.

---

Signature

The Parties shall unanimously appoint, within ten (10) days of delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is delivered, the arbitrator shall be selected at random by draw by the Party who delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each party shall deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.



**BY-LAW NO. 8**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

(the "Corporation")

**Preamble**

The *Condominium Act, 1998* provides that the Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the owners, for damage to the units and common elements that is caused by major perils (Section 99.1). Major Perils are defined as fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism or malicious acts (Section 99.2).

The obligation to insure does not include insurance for damage to improvements made to a unit (Section 99.4). An improvement to a unit is determined by reference to a standard unit for the class to which the unit belongs (Section 99.5), that is, as defined by the standard unit by-law for the Corporation.

The level of insurance provides for replacement cost of the property damaged by the perils to which the insurance applies subject to a reasonable deductible. It should be noted that it is the unit owner's responsibility to verify what insurance the Corporation carries and what additional coverage the unit owner should carry to insure against damage for losses which are not major perils, and to carry separate insurance for the improvements to his or her unit, even if these improvements were upgrades at the time of unit purchase, and for the deductible portion of any loss.

For insurance purposes, it is advisable for each owner to take pictures or a video of the interior of their unit to verify the contents and the configuration of their unit.

Nothing in the above preamble nor in this by-law alters the obligation of the unit owner to maintain the owner's unit. The obligation to maintain includes the obligation to repair and replace after normal wear and tear or after damage caused by the negligence of the owner, tenants, employees, patrons or invitees to the unit.

**BY-LAW NO. 8**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**(the "Corporation")**

A by-law defining what constitutes a standard unit in accordance with subsection 43(5)(h) of the *Condominium Act, 1998*.

**BE IT ENACTED** as a by-law of the Corporation as follows:

The Schedule "A" attached hereto is a schedule setting out what constitutes a standard unit for each class of unit within this condominium plan pursuant to Section 43 (5)(h) of the *Condominium Act, 1998* (the "Act") for the purpose of determining the responsibility for repairing unit improvements after damage and insuring them, i.e., for insurance purposes only as between the Corporation and the unit owners as required pursuant to Section 43(5)(h) of the Act. The schedule is intended to form an integral part of the by-law.

**DATED** at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION NO. 638**

Per:

  
Secretary

I have authority to bind the Corporation



**BY-LAW NO. 8**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**(the "Corporation")**

A by-law defining what constitutes a standard unit in accordance with subsection 43(5)(h) of the *Condominium Act, 1998*.

**BE IT ENACTED** as a by-law of the Corporation as follows:

The Schedule "A" attached hereto is a schedule setting out what constitutes a standard unit for each class of unit within this condominium plan pursuant to Section 43 (5)(h) of the *Condominium Act, 1998* (the "Act") for the purpose of determining the responsibility for repairing unit improvements after damage and insuring them, i.e., for insurance purposes only as between the Corporation and the unit owners as required pursuant to Section 43(5)(h) of the Act. The schedule is intended to form an integral part of the by-law.

**DATED** at Toronto, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2006

**METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION NO. 638**

Per:



Secretary

I have authority to bind the Corporation



**SCHEDULE "A" TO BY-LAW NO. 8 OF  
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**

**Residential Unit Class – Standard Unit**

**Construction**

- Approximately 8 foot ceiling height in all main living areas
- Wall construction between units is poured concrete

**Electrical**

- All living rooms and bedrooms pre-wired for cable television
- All kitchens, living rooms and bedrooms pre-wired for telephone
- Minimum of one 120 volt smoke detector in each suite and one speaker
- A switched duplex outlet is provided in the living room and in each bedroom
- A capped ceiling outlet complete with switch is provided in the dining area
- Duplex receptacles throughout the suite
- Long life service panel with circuit breakers, copper wiring throughout

**Mechanical**

- Individually controlled incremental heating and air conditioning unit(s) in each suite, with thermostat and associated duct work, where shown on construction blueprints
- Each suite has an exhaust booster fan(s) servicing the laundry, bathrooms, and kitchen exhausted to the exterior, where shown on construction blueprints
- One speed ceiling fan in each bathroom and powder room, vented to exterior
- Kitchen dual speed hooded fan vented to exterior

**General Finishes**

- Painted traditional colonial style interior swing doors installed in 2 inch hollow metal frame casing, painted white
- Solid core laminate entry door, fire rating of 2 hour with Lever handle hardware, gold to corridor side, brass to suite side with one Weiser deadbolt lock
- Wood baseboards, 3 1/4 inches high painted white
- Suite interior walls are drywall, primed one coat and painted with coat of off-white
- Stipple finished ceilings throughout except for kitchens, bathrooms and laundry rooms which have a smooth painted finish, one coat of white
- Kitchen ceilings are dropped with luminous lighting
- Ceiling mounted light fixtures in the foyer, hall, laundry and in-suite storage areas
- All doors provided with builder grade traditional brass knob hardware
- All sliding closet doors are white vinyl faced
- Each suite is provided with wooden shelving
- Carpeting installed in area's not designated with ceramic tile

**Kitchens**

- Custom-built kitchen posted formed cupboards in wood or melamine laminate finish. Arborite countertop. Upper cabinets have adjustable shelves. Lower cabinets have a shelf and one bank of drawers on rollers
- 4' x 4' luminescent ceiling fixture (other suites are 4' x 6')
- Stainless steel double sink with single lever faucet and vegetable sprayer
- Exhaust range hood vented to exterior
- Linoleum Cushioned Flooring

**Master Bathroom**

- Walls – drywall, primed and painted one coat off-white

- Ceilings – drywall, primed and painted one coat of off-white semi-gloss
- Shower Compartments have a chrome single lever control (Simmons) valve, shower head, soap dish, tiled walls and floors 2 chrome framed glass doors, marble threshold
- Medicine cabinet with mirror
- Lighting – a flush mount ceiling light over tub and in shower stall where shown on construction blueprints
- Vanity cabinet with cultured marble vanity tops.
- 6 bulb light fixture over mirror
- Bath tub with single level control, soap dish, 50% of surround walls marble tiled
- Ceramic floor tiled
- American Standard sink and toilet
- Vanity mirror as per plan
- Bidets have been installed in the 05's in 3 Concorde Place and the 06's in 1 Concorde Place

#### **Main Bathrooms**

- Walls – drywall, primed and painted one coat of off-white
- Ceilings – drywall, primed and painted one coat of off-white semi-gloss
- 4 bulb light fixture
- mirror above sink
- Combo shower and bath unit, tiled walls and ceramic floors
- American Standard sink and toilet
- Vanity cabinetry
- Ceramic Floor Tiled

#### **Powder Room**

- Walls and ceiling are drywall primed and painted white – no tile or mirrors except as listed below
- Full width mirror with incandescent chrome strip over mirror
- Vanity is bone or white colour with two doors
- Ceramic Floor Tiled

#### **Laundry/Utility Rooms**

- General Electric washer & dryers (builder grade) Hot and cold water hose bibs
- Washing machine hose drain
- Wall or ceiling mounted lint traps
- One dryer transition hose of fire resistant aluminum foil laminate
- Ceramic Floor Tiled

#### **Doors/Windows**

- Single sliding thermo glass doors pre-painted aluminum frame with screen where shown on construction blueprints
- Aluminum framed thermo windows with one opening window c/w screen in all living and sleeping areas

#### **Penthouse Units**

These suites have all the same features as listed above

#### **Construction**

- Approximately 8 foot ceiling height in all main living areas
- Kitchen ceiling 7 foot height

- Ceilings – drywall, primed and painted one coat of off-white semi-gloss
- Shower Compartments have a chrome single lever control (Simmons) valve, shower head, soap dish, tiled walls and floors 2 chrome framed glass doors, marble threshold
- Medicine cabinet with mirror
- Lighting – a flush mount ceiling light over tub and in shower stall where shown on construction blueprints
- Vanity cabinet with cultured marble vanity tops.
- 6 bulb light fixture over mirror
- Bath tub with single level control, soap dish, 50% of surround walls marble tiled
- Ceramic floor tiled
- American Standard sink and toilet
- Vanity mirror as per plan
- Bidets have been installed in the 05's in 3 Concorde Place and the 06's in 1 Concorde Place

#### **Main Bathrooms**

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- Ceilings – drywall, primed and painted one coat of off-white semi-gloss
- 4 bulb light fixture
- mirror above sink
- Combo shower and bath unit, tiled walls and ceramic floors
- American Standard sink and toilet
- Vanity cabinetry
- Ceramic Floor Tiled

#### **Powder Room**

- Walls and ceiling are drywall primed and painted white – no tile or mirrors except as listed below
- Full width mirror with incandescent chrome strip over mirror
- Vanity is bone or white colour with two doors
- Ceramic Floor Tiled

#### **Laundry/Utility Rooms**

- General Electric washer & dryers (builder grade) Hot and cold water hose bibs
- Washing machine hose drain
- Wall or ceiling mounted lint traps
- One dryer transition hose of fire resistant aluminum foil laminate
- Ceramic Floor Tiled

#### **Doors/Windows**

- Single sliding thermo glass doors pre-painted aluminum frame with screen where shown on construction blueprints
- Aluminum framed thermo windows with one opening window c/w screen in all living and sleeping areas

#### **Penthouse Units**

These suites have all the same features as listed above

#### **Construction**

- Approximately 8 foot ceiling height in all main living areas
- Kitchen ceiling 7 foot height



**Special Notes:**

1. The obligation to insure does not include insurance for damage to improvements made to a unit. The description for the standard unit is drawn from Schedule A to the (original) Agreement of Purchase and Sale and does not include any improvements made as upgrades (pre-registration) or subsequent improvements and betterments made by an owner.
2. Please note, as contained in By-law No. 6, Article 10.4(d), the following provision: Pursuant to subsections 105 (2) and (3) of the *Condominium Act*, where damage occurs in or to a unit in the Corporation (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage, and the amount for which the unit owner is responsible pursuant to Article 10.4(a) of By-law No. 6 shall form part of the contributions to the common expenses payable for the unit.
3. Kindly also note that the Corporation will not insure appliances in any residential unit, whether these appliances are built-in or chattels, as such appliances are replaced, periodically, by the unit owner and may be readily insured under the unit owner's household policy of insurance.





# Document General

D

Form 4 - Land Registration Reform Act

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

11638-0001 to 11638-0604 (inclusive)

(4) Nature of Document

By-law No. 9

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

(5) Consideration

NIL

Dollars \$ NIL

(6) Description

All units and common elements comprising the property  
included in Metropolitan Toronto Condominium Plan No. 638  
City of Toronto  
Land Titles Division of Toronto (No. 66)

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional  
Parties ☐ Others ☒

FOR OFFICE USE ONLY

AT

5586022  
CERTIFICATE OF RECEIPT  
RÉCÉPISSE  
TORONTO (66)

DEC 01 2020

D9=45

LAND REGISTRAR

*[Signature]*

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(8) This Document provides as follows:

See Schedule for By-law No. 9 and Certificate

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D  
2020 11 27

Metropolitan Toronto Condominium Corporation No. 638

(Applicant) By its solicitors Shibley Righton LLP

Peter Neilson

I have the authority to bind the Corporation

(11) Address  
for Service

c/o Shibley Righton LLP, 700-250 University Ave., Toronto, ON M5H 3E5

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address  
for Service

(14) Municipal Address of Property

Multiple  
Toronto, ON

(15) Document Prepared by:

Shibley Righton LLP  
700 - 250 University Ave.  
Toronto, ON M5H 3E5  
(File No. 2201789)

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total



*Condominium Act, 1998*

CERTIFICATE IN RESPECT OF A BY-LAW

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

Metropolitan Toronto Condominium Corporation No. 638 (known as the "Corporation") certifies that:

1. The copy of By-law No. 9 attached hereto as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. *(Please check the statement that applies)*

☐ The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10)(a) of the *Condominium Act, 1998* applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).


☒ The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10)(a) of the *Condominium Act, 1998* and subsection 14 (2) of Ontario Regulation 48/01 applies).

☐ The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being \_\_\_\_\_, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.


Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 638**

Per:

  
Name: \_\_\_\_\_  
Title: President

Per:

  
Name: \_\_\_\_\_  
Title: SECRETARY  
(I/We have authority to bind the Corporation)

**BY LAW NO. 9**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638  
(the "Corporation")**

**A BY-LAW TO PERMIT ELECTRONIC VOTING AND PRESENCE**

**WHEREAS** section 56(1)(q) of the *Condominium Act, 1998* (the "Act") and section 14(0.1)(p) of O. Reg. 48/01 thereunder permit the Corporation to pass a by-law governing the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy;

**AND WHEREAS** section 52(1)(b)(iii) of the Act allows owners to vote by telephonic or electronic means if the by-laws so permit;

**AND WHEREAS** section 14 of Ontario Regulation 48/01 made under the Act allows a corporation to pass a by-law to govern the manner in which an owner or mortgagee may be present at a meeting of owners or represented by proxy;

**AND WHEREAS** the Board of Directors of the Corporation wishes to allow owners to attend meetings electronically and to vote by telephonic or electronic means;

**NOW THEREFORE BE IT ENACTED** as a By-law of the Corporation as follows:

**ARTICLE 1 – VOTING**

Where any by-law of the Corporation is inconsistent or in conflict, in whole or in part, with this By-law No. 9, this By-law No. 9 shall govern.

**A. Methods of Being Present and Voting**

- (a) Any person entitled to be present at any meeting of the owners may attend either:  
(i) in person; (ii) by proxy; or (iii) by telephonic or electronic means (being any means that uses the telephone or any other electronic or other technological means to transmit information or data, including but not limited to: telephone calls, video conferencing and computer or web-based platforms or networks, as may be approved by a resolution of the Board and subject to procedures approved by the Board) ("**Electronic Meeting**"), and such attendee shall be deemed to be present at the meeting for the purposes of constituting a quorum for the transaction of business at the meeting and for all other purposes. Notwithstanding the foregoing, the Board may by resolution, if permitted, determine that any meeting of owners be held exclusively as an Electronic Meeting, in which case attendance at the meeting in person shall not be available.
- (b) At any meeting of the owners, any question to be determined may be decided by:  
(i) a show of hands; (ii) by ballot and proxies; and/or (iii) by votes submitted to the Corporation by telephonic or electronic means (being any means that uses the telephone or any other electronic or other technological means to transmit information or data, including but not limited to: telephone calls, video conferencing, fax, e-mail, automated touch-tone telephone system, web-based platforms, computer or computer networks) ("**Electronic Voting**"), if Electronic Voting has been approved by a resolution of the Board and subject to the procedures approved by the Board. Any person who submits his/her vote by Electronic Voting shall be deemed to be present at the meeting for the purposes of constituting a quorum for the transaction of business at the meeting and for all other purposes;
- (c) Notwithstanding anything contained in the Corporation's by-laws, proxies may, in addition to being submitted in person, be submitted electronically to the Corporation and, in accordance with requirements imposed by the Board, acting reasonably, to ensure the authenticity of the proxy and compliance with the Act, the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended, and any other authority.

- (d) A declaration by the Chairperson that a question, except for the election or removal of directors, has by a show of hands been carried, is prima facie proof of the fact without further proof of the number or proportion of the votes cast in favour of or against such question;
- (e) A vote for the election or removal of directors shall only be by a recorded vote that is:
  - (i) marked on a ballot cast personally or by a proxy;
  - (ii) marked on an instrument appointing a proxy; or
  - (iii) cast by Electronic Voting,unless the Board members are elected by acclamation;
- (f) The person receiving the highest number of votes will serve the longest term available and the person receiving the next greatest number of votes will serve the next longest term, and so forth;
- (g) Where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms;
- (h) Anyone, who has a right to vote, may demand a recorded vote. A recorded vote may be:
  - (i) marked on a ballot cast personally or by a proxy;
  - (ii) marked on an instrument appointing a proxy; or
  - (iii) cast by Electronic Voting; and
- (i) All voting by owners shall be on the basis of and in accordance with the Act.

#### **B. Voting Periods**

When a vote of owners is held for any purpose other than the removal or election of directors, the board, may by resolution prior to the meeting, or the chair of the meeting may determine that voting may continue over a set period of time after the date of the meeting ("**Voting Period**"). The matter to be voted upon must be on the agenda for the meeting. The votes shall be tallied by the scrutineers appointed at the meeting, at the end of the Voting Period, and the owners shall be notified of the results of the vote as soon as reasonably possible. If a scrutineer is unavailable at the end of the Voting Period to tally the votes, the board may appoint an alternate scrutineer. All ballots, proxies and electronic votes shall be kept as required by the Act. Notwithstanding any motion at the meeting to adjourn or terminate the meeting, if the Board has enacted a resolution to establish a Voting Period or if the chair of the meeting determines that voting may continue over a Voting Period, the meeting of owners shall be deemed to terminate immediately after the tabulation of the votes following the end of the Voting Period. Any Owner who votes during the Voting Period shall be deemed to be present at the meeting for the purposes of constituting a quorum for the transaction of business at the meeting.

### **ARTICLE 2 - MISCELLANEOUS**

#### **Invalidity**

The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

#### **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.

#### **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.

### **Amendment**

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

### **Conflicts**

- (a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been made or amended after the registration of the declaration as provided for in the Act; and
- (c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

The Corporation hereby enacts the foregoing By-law passed by the Board and confirmed by a vote of a majority of owners present or represented by proxy at a meeting of owners, in accordance with the Act.





# **RULES AND REGULATIONS**

Approved by Board of Directors – July 25, 2019  
Mailed to all Registered Owners – August 1, 2019  
Rules Effective – August 31, 2019

Articles 5(b) and 4,A(h) revised and approved by Board of Directors—September 19, 2019  
Notice sent to all registered Owners—September 20, 2019  
Revised Rules Effective---October 22, 2019

**METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION NO. 638**

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## SECTION 1----INTRODUCTION AND WELCOME

Welcome to our community. We hope you enjoy living in our community and utilize all the amenities that Highgate has to offer.

Highgate is a community composed of 307 units in two buildings, under one Corporation: MTCC #638. Most of our Residents arrive here from single family dwellings and find themselves living in a small village. For those of us who come from apartments, that adjustment is easier than for those who come from single family homes where we as Owners were used to making all decisions about our property. The *Highgate Rules and Regulations* are a means by which we all agree to live together peacefully in this community.

As a Board, we ask that you take the time to study these Rules and Regulations to become familiar with their content. They form the basis of how we all live together. When we choose to follow the Rules and Regulations, we minimize the chance of unwanted conflict and create a happy environment for everyone to enjoy.

The authority for the Board to issue Rules and Regulations is Section 58 (1) of the Condo Act, which states:

- s. 58 (1) *The Board may make, amend or repeal Rules under this section respecting the use of units, the Common Elements or the assets, if any, of the Corporation to;*
  - a) *Promote the safety, security or welfare of the Owners and the property and the assets, if any, of the Corporation, or*
  - b) *Prevent unreasonable interference with the use and enjoyment of the units, the Common Elements or the assets, if any, of the Corporation.*

The Rules are intended to provide the basis for making Highgate a pleasant and safe complex in which we can all take pride. The Rules try to provide Residents with maximum enjoyment of all our facilities and Common Elements. Observance of these Rules and thoughtful consideration of others will benefit all and ensure the continuation of the high quality of our environment. Your Board has included only essential Rules that take into consideration the rights and comfort of all our Residents.

As most of us come to Highgate from single family homes, it is important that we continue to exercise the same care about the Common Elements of Highgate as we did with our own private property. In this way, with everyone working together, the Common Elements shall be maintained in the usual high standard.

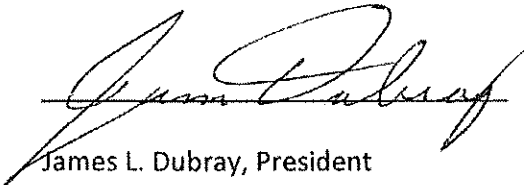
Correspondingly, when you are thinking of moving or undertaking renovations or have questions about the Rules, it is strongly suggested that you seek information or clarifications from the Management Office before proceeding.

Finally, you are urged to familiarize yourself with these Rules and ensure that you, the members of your family and your Guests/Visitors abide by them. You will, in this way, assist your Board, committees, the Manager, and Staff in maintaining Highgate as a community that we can all enjoy.

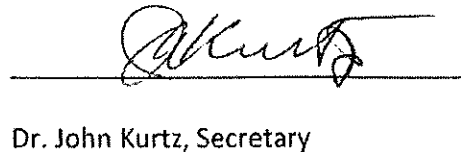
At Highgate, we value our recycling program as a way to keep our environment clean and to save costs of waste collection. Please take time to familiarize yourself with the recycling guide and participate actively in our program.

Highgate also has a website that will be your source for much of the information you need about our community. You can access that website at [www.Highgatecommunity.ca](http://www.Highgatecommunity.ca).

Please keep this document in a handy place so that you can refer to it readily when needed.



James L. Dubray, President



Dr. John Kurtz, Secretary

**These Rules were passed by the Board of Directors on July 25, 2019 and come into effect on August 31, 2019 except for Articles 5(b) and 4 A(h) which were approved by the Board of Directors on September 19, 2019 and come into effect on October 22, 2019.**

## SECTION 2----DEFINITIONS

<b>"Act"</b>	Condominium Act, 1998, S.O. 1998 c.19 as amended by the Protecting Condominium Owners Act, 2015, S.O. 2015, c. 28 – Bill 106, hereinafter called the Condo Act and includes all future amendments and Regulations made under the Act.
<b>"Board"</b>	Means the duly elected Board of Directors of the Corporation.
<b>"Corporation"</b>	Means Metropolitan Toronto Condominium Corporation Number 638 also known as Highgate.
<b>"Common Elements"</b>	Common Elements are all the interior and exterior common areas owned by the Corporation, including the exclusive-use Common Elements such as, but not limited to, balconies, patios and visitor parking.
<b>"Gender"</b>	The use of the masculine shall include the feminine and neutral genders and the use of the singular shall include the plural wherever the context so requires.
<b>"Guest"</b>	Means a non-Resident who stays with an Owner or Tenant for more than two (2) weeks, and must be registered with the Management Office.
<b>"Highgate"</b>	Means the buildings known as numbers 1 and 3 Concorde Place and the Common Elements as defined in the documents governing boundaries.
<b>"Manager"</b>	Means the representative of the Condominium Management Services Provider contracted by the Board of Directors for the Management of Highgate.
<b>"Owner"</b>	Means the registered Owner of the unit.
<b>"Tenant"</b>	Means any person and his/her Resident family members who occupy a suite under a lease agreement, a current copy of which has been provided to Management.
<b>"Resident"</b>	Means an Owner or a Tenant whose legal permanent address, as displayed on his/her driver's license, or other such identifying document, is number 1 or 3 Concorde Place, Toronto, Ontario and who occupies the unit.

<b>"Suite/Unit"</b>	Means the dwelling unit of a Resident as specified in the documents governing unit boundaries.
<b>"Vehicle"</b>	A vehicle is defined as any conveyance powered by electricity or petroleum products. For the purposes of this definition, it is limited to cars, half ton trucks, motorcycles and scooters.
<b>"Visitor"</b>	A Visitor is a non-Resident who has been invited to the Building by a Resident, Management or the Board for less than two (2) weeks.

## SECTION 3----PROPERTY MANAGEMENT

### 1. MANAGEMENT OFFICE

The Management Office is located on the main floor of 1 Concorde Place.

Management Office Contact Information:

<b>Days of Operation</b>	Monday – Friday (Closed on Holidays – Notices posted)
<b>Hours</b>	8:30 a.m. - 4:30 p.m. (Closed for Lunch from 12 noon to 1 p.m.)
<b>Management Office</b>	Phone: 416-445-8115
	Fax: 416-445-8116
<b>Gatehouse</b>	Phone: 416-445-8150
<b>Emails</b>	<a href="mailto:Highgatemanager@rogers.com">Highgatemanager@rogers.com</a> - Condominium Manager
	<a href="mailto:Highgateboard@rogers.com">Highgateboard@rogers.com</a> - Site Administrator
<b>Website</b>	<a href="http://www.Highgatecommunity.ca">www.Highgatecommunity.ca</a>

Please note that the Board of Directors or the Management Office may change the office hours at any time with advance notice to the Residents.

### 2. GATEHOUSE

The Gatehouse phone number is 416-445-8150.

- a. Only vehicles with valid Highgate parking tags shall be admitted past the Gatehouse. All other vehicles will be stopped at the Gatehouse and the driver and occupants of the vehicle will only be admitted by Security Staff if properly authorized by a Highgate Resident or the Condominium Manager.

- b. Authorized Guests/Visitors, delivery personnel and trades people will be admitted past the Gatehouse once Security Staff has verified their arrival with the Resident.
- c. Authorized vehicles of trades personnel are permitted to enter the property between the hours of 8:30 a.m. and 4:30 p.m. only.
- d. A Resident who expects a visitor to his/her Residential Unit on a regularly scheduled basis (i.e. housekeeper, medical home care, etc.) shall advise the Security Staff of the visitation schedule and provide the name of the visitor in writing at least two days in advance of the visitor's first visit. The visitor shall report to Security on each visit and prior to entering the premises.
- e. Security Staff will accept the delivery of letters and small parcels for registered Residents when storage availability permits. The Security Staff and Management reserve the right in their sole discretion not to accept delivery of letters and parcels. The Corporation cannot be held liable for parcels left at the Gatehouse. Those items that will not be accepted by Security Staff are: prescriptions, marijuana, alcohol and electronic devices.

### 3. EMERGENCIES

- a. If you notice a fire, or smell/see smoke in your unit or elsewhere in the building, immediately pull the fire alarm and then notify Management, or, if after hours, the Gatehouse Staff.
- b. If you notice water leaking into your unit or elsewhere on the property, immediately notify Management or if after hours, the Gatehouse Staff.
- c. If a member of your household, or a visitor becomes ill or incapacitated, immediately call 911 and then advise Management or, if after hours, the Gatehouse Staff.
- d. If you notice someone engaged in a criminal activity, immediately dial 911, and then notify Management or, if after hours, the Gatehouse Staff.

### 4. FIRE SAFETY

- a. All Residents are required to become familiar with the Emergency Fire Procedures. The Toronto Fire Department Emergency Preparedness Guide is attached to these rules.
- b. No Resident shall do or permit anything to be done in his/her unit, locker, parking space or bring or keep anything therein, which will in any way:
  - i. Increase the risk of fire.
  - ii. Increase the rate of fire insurance on the buildings or common areas.

- iii. Obstruct or interfere with the rights of other Residents.
  - iv. Injure or annoy another Resident.
  - v. Conflict with the laws relating to fire prevention and /or fire safety.
  - vi. Conflict with the regulations of the fire department.
  - vii. Conflict with the insurance policy carried by the corporation, or the Owner.
  - viii. Conflict with any statute or municipal law on fire safety.
  - ix. Conflict with any of the rules or ordinances of the Board of Health.
- c. No combustible or offensive goods/materials shall be kept in the Residential Units, Common Elements, lockers or parking spaces.
  - d. Residents shall not overload existing electrical circuits. The building's electrical system shall be used in accordance with prescribed specifications and the rules of the *Electrical Safety Code for Ontario* that are presently in force.
  - f. No Owner/Tenant shall disconnect, tamper with, alter or repair any fire safety device such as a smoke alarm, fire safety speakers, heat detectors, fire pull stations, or any other related fire equipment, including signs.

## 5. FEES

- a. Following the establishment of the respective Operating Fund and Reserve Fund budgets, on or before June 30 of each year, the Board of Directors will communicate that information to Residents. Such communication will specifically identify the required monthly common area expenses per unit which must be paid on the 1st day of every month commencing August 1.
- b. Owners have the responsibility to ensure that their assessed monthly common area expenses are paid to the office on the first day of the month. Should an Owner become delinquent in the payment of common area expenses, the Corporation will exercise its rights under s. 85 (1) of the Condo Act to take steps to recover the outstanding amounts up to and including placing a lien on the unit and/or power of sale.
- c. As the Corporation also offers a limited number of lockers for rent, the Board will set the rental rate for those lockers and communicate it to the current renter. The Board of directors can change the rent from time-to-time, acting reasonably. The renter is obligated to ensure his/her rental fee is paid promptly. If there is delinquency in payment, the Corporation will exercise its rights, as per Section 85 (6) of the Condo Act, to take the necessary steps to recover the outstanding amounts.

## **6. INSURANCE**

- a. It is highly recommended that all Residents shall maintain adequate insurance coverage to protect against injury or damage to the Residential Unit they occupy.
- b. Insurance coverage ought to include the following:
  - i. Improvements, betterments and any upgrades resulting from renovations;
  - ii. Damage to neighboring unit(s) and/or the Highgate Common Elements caused by an act or omission of the Resident;
  - iii. Loss of personal property;
  - iv. Chargeback of the corporation deductible;
  - v. Loss assessment coverage;
  - vi. Liability for premises and personal actions.
- c. It is highly recommended to have insurance to cover any special assessment, loss of use of the unit, locker rental property loss, and items stored on site such as in a locker or parking unit.
- d. Should damage originate in a Resident's Unit and where there may be subsequent damage to another Residential Unit or the common area, the Resident shall immediately notify his/her insurance provider and make a claim and then notify the Management Office of the damage and the claim.
- e. Any loss, cost or damage incurred by the Corporation by reason of breach of any rule and regulation by any Resident, his/her family, Guests/Visitors, servants, invitees, agents, employees of the Resident or occupants of his/her Residential Unit shall be borne by such Resident and may be recovered by the Corporation in the same manner as a common expense.

## **7. DAMAGES TO COMMON AREA PROPERTY**

- a. If an Owner, his/her contractor or mover causes damage to the common area property or another unit, the Owner is expected to report such damage to the Management Office forthwith and make arrangements to pay for the repair. It is important to note that the Corporation does not deal directly with contractors or movers retained by the Owner.
- b. The Owner is responsible for any and all damage caused by his/her contractor or mover to the common area property or another unit. The cost to repair such damage is recoverable in the same manner as common expenses.



## 8. ELECTRONIC COMMUNICATIONS

In accordance with Section 47.4(4) (c) of the Condo Act Owners can agree in writing to receive all Corporation documents such as notices, the budget, AGM package, etc. electronically. The Corporation will only use a Resident's email for the sole purpose of communicating, formally and informally, the business of the Corporation.

## 9. CONFIDENTIALITY OF PERSONAL INFORMATION

In accordance with Section 55 (4) of the Condo Act, the Corporation is not permitted to disclose personal information of any of the Owners or Tenants; or information on corporation employees; actual or pending litigation or any insurance investigation. This information is considered private and confidential. From time-to-time, an Owner can authorize the release of his/her information upon a written request.

## 10. REGISTRATION OF RESIDENTS

- a. New Owners must register with the Corporation as stated in Section 46.1 (2) of The Condo Act, which states:

*As soon as reasonably possible upon becoming an Owner in a corporation and in any event, no later than 30 days after becoming an Owner in a corporation, the Owner shall give notice to the corporation in writing, setting out the Owner's name, and in accordance with the regulations, identifying the Owner's unit.*

- b. All new Residents are required to fill out a Resident's Registration Form.
- c. From time-to-time, the Management Office may ask a person who is registering as a Resident to produce his/her driver's license or other acceptable identification to demonstrate that Highgate is his/her new permanent residence.
- d. The solicitor for the buyer of a unit will notify the Corporation in writing of the new Ownership and the closing date of the purchase. The Corporation will need a copy of the transfer deed in order to register the new Owner legally.
- e. Any Visitor who stays more than two (2) weeks must be registered with the Management Office.

## 11. TENANTS

- a. As per the Declaration, no Residential Unit shall be occupied under a lease agreement for short-term (defined as less than one year), commercial and transient or hotel purposes.

- b. Sub-letting by a Tenant is not permitted.
- c. The Owner wishing to rent their unit must use the Standard Lease Form as per the *Residential Tenancies Act, 2006*. The standard lease form is available from the Ministry of Municipal Affairs and Housing Corporation's website. A copy of the Standard Lease Form shall be submitted to the Management Office.
- d. When a unit is leased, the Owner shall ensure that the new lessee is registered with the Management Office within two days prior to the Tenant moving into Highgate. The notice shall contain the Lessee's name, the Owner's address and a copy of the lease in the Standard Lease Form.
- e. No portion of the Residential Unit (other than the entire Residential Unit) shall be partitioned or divided for use as an additional single-family residence as defined according to the Zoning By-law.
- f. The Owner shall forthwith comply with any notice from the Corporation requiring the Owner to effect repairs to the Residential Unit caused by Tenant and/or Owner.
- g. The Tenant shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws and the Rules and Regulations of the Corporation which may be established from time-to-time. A signed and dated copy of the "Acknowledgement of House Rules" shall be submitted with the Standard Lease Form to the Management Office within two days of the lease being signed.
- h. Two days prior to date of the Tenant occupancy, the Owner shall deliver to the Corporation and Standard Lease Form, duly executed by the Tenant in accordance with the Declaration. In the event that the Owner fails to provide such Agreement and to comply with the foregoing Rule No. 10 (b) and Rule 12. (c) prior to the commencement date of the tenancy, and in compliance with Section 134 of the Act, any person or persons intending to reside in the Owner's Residential Unit shall be deemed to be a trespasser. Entry to or upon the Common Elements by such person or persons may be expressly denied by the Corporation until and unless such person(s) and the Owner comply with the Rule and the Act.
- i. Within two days of ceasing to rent the Residential Unit (or within two days of the Owner being advised that the Tenant has vacated or abandoned the Residential Unit, as the case may be), the Owner shall notify the Corporation in writing that the Residential Unit is no longer rented and is vacant.

## 12. REAL ESTATE TRANSACTIONS

- a. Owners listing their Residential Units for sale or rent shall notify the Management Office and provide them with the name and telephone number of the listing broker.
- b. Owners wishing to leave a key at the Gatehouse for the use of real estate agents shall complete and sign a Real Estate Authorization card indicating the broker's name, telephone number and conditions of showing(s). If the Residential Unit is Tenant-occupied, the Tenant shall also sign the authorization card. Keys may not be left anywhere on the Common Elements other than the Gatehouse.
- c. The listing broker of each Residential Unit being shown shall telephone the Gatehouse in advance to book a showing, giving the name, company and telephone number of the agent who will be showing the property and the time that they will be expected.
- d. Those wishing to view the property shall be announced and allowed access in the same manner as Guests/Visitors, via the Enterphone. If there is no telephone in the Residential Unit being shown, an agent shall remain in the lobby to meet and escort Guests/Visitors directly to and from the Residential Unit.
- e. No Real Estate signs or Open House signs are permitted on the Highgate property.
- f. No Lock boxes are permitted to be used on the Highgate property.

## 13. PRIORITY OF STAFF TIME

**Note: This is a Board of Directors' Policy. It is included in the Rules for convenience of reference.**

Staff must not do work for Owners while they are on duty for the Corporation and any work done by Staff for Owners must be during off duty time.

The Corporation will notify Owners that any work done for Owners is outside the scope of Staff's employment with the Corporation and the Corporation assumes no liability for Staff Members' actions.

## SECTION 4----HIGHGATE AS A SMOKE-FREE COMMUNITY

- a. For the purpose of this rule, "smoking" includes, but is not limited to, the combustion, vaporization and/or inhalation of tobacco or tobacco products, marijuana, or marijuana products, or any other noxious substances the Board of Directors may prohibit, in its absolute discretion. For the purpose of this rule this means but is not limited to the

following: cigarettes, cigars, cigarillos, pipes, vaporizers or other means or methods that the Board of Directors may prohibit in its sole discretion.

- b. This rule applies to Owners, Residents, Tenants, Guests/Visitors of Owners and tradespersons.
- c. Further to any provincial and/or municipal ban on smoking of any kind, in any interior common area of Highgate Condominium Corporation, there shall be no smoking, anywhere on, within, or upon the units or exterior Common Elements of the Corporation.
- d. No marijuana plants or marijuana products or other noxious substances shall be permitted to be grown, processed, stored or otherwise be present anywhere in the units or on the property, or in the Common Property, including Exclusive-use Common Elements such as, but not limited to, balconies and storage units.
- e. Medically prescribed marijuana may be used and stored in the Owner's units by registering at the Management Office and providing acceptable proof of a current prescription for medical marijuana issued by a licensed physician only. The user of medical marijuana must take the necessary precautions to ensure that other Residents are not subjected to smoke odours which deprive them of their right to a smoke-free environment.
- f. Only Residents and Guests/Visitors who have registered with the Management Office by June 30, 2018 as a smoker of cigarettes, will be entitled to smoke in their units. All new Owners and Tenants who become Residents after June 30, 2018, cannot smoke in their units. No unregistered Guests/Visitors to Highgate are permitted to smoke on the premises or in the suites after July 1, 2018.
- g. When a Resident, who is a registered smoker, ceases to reside in that designated unit, no further individuals will be permitted to smoke in that unit.
- h. In the event that complaints are received by the Corporation that tobacco or other smoke as defined above is entering other units or the Common Elements, as a result of the use by a Resident or Guest/Visitor of a Resident; and those complaints are not resolved following written notice from the Board of Directors or Management Staff, the Board of Directors may, by written notice, prohibit smoking by the registered Resident in his/her unit.

- i. The Corporation intends to use all means at its disposal to enforce the above rule.

## **SECTION 5----GENERAL RULES**

- a. Under no circumstances are the Residential Units of this condominium or its Common Elements to be used for commercial or business purposes.
- b. As the Common Elements are public space, Residents shall wear appropriate attire. The only exception when travelling to or from the pool and change room area and your suites, where terry cloth robes with coverage from neck to knees, is acceptable. Inappropriate attire is defined as: housecoats/bathrobes, kimonos, pajamas, sleepwear, beach cover-ups, wet bathing suits, or towels. Linger in the common areas with terry robes will not be tolerated. This rule will be strictly enforced.
- c. To prevent unauthorized access to the building, and to ensure the safety of all, Residents shall ensure that after they have entered or exited the building, the door is securely closed. Residents shall not permit anyone into the building whom they do not know personally to be a Resident.
- d. Residents shall ensure that all Guests/Visitors to their Residential Unit are accompanied at all times while in the common areas, save and except for the purposes of entering and exiting the building.
- e. No commercial sale of goods, possessions by auction or other means shall be held on the Common Elements.
- f. Residents and their Guest/Visitors shall use the walkways when entering or exiting the building.
- g. No person shall mutilate, destroy, alter or litter any landscaping. This includes but is not limited to trees, shrubs, hedges, flowers, lawns, and flowerbeds.
- h. No open-flame BBQ shall be permitted inside of a Residential Unit or on the balcony.
- i. Skateboarding, rollerblading, bicycle riding and similar activities are prohibited anywhere inside the buildings or on any of the external Common Elements. Bicycles shall not be tethered to the fences located in front of the buildings.
- j. Residents and their Guests/Visitors shall not use lobbies, corridors, elevators, stairways, tennis courts (except as designated) or the underground garage as areas for recreation or play.

- k. An individual who by his/her action, error or omission causes any spill or mess on the Common Elements shall be responsible for the clean-up, removal of the same and any cost incurred. If unable to affect a proper clean-up, the individual responsible shall advise either the Manager or one of the Superintendents immediately and all cost incurred in cleaning up the mess shall be recoverable in the same manner as common expenses.
- l. No material of any kind shall be left outside residential suite entrances or in the hallways.
- m. Nothing shall be done to alter or change the exterior appearance of the buildings in any way. Written approval of the Board is required prior to any Owner or Resident changing or altering their balcony doors or suite doors.
- n. In an emergency, where prompt action is required, and the unit Owner is either unavailable or unwilling to act, the Corporation reserves the right to enter the unit to carry out the responsibilities of the Corporation.
- o. No Resident shall interfere in any manner whatsoever with a contractor or a service provider retained by the Corporation or speak on behalf of the Corporation unless officially authorized to do so by the Board of Directors.
- p. Residents shall notify the Management Office of their absences that are longer than five days.
- q. The Corporation encourages each Resident to provide the Corporation with written permission to contact them by electronic mail for the purpose of sending notices that affect their unit or the Corporation.

## **SECTION 6----HIGHGATE ROOM**

### **1. CORPORATION OVERVIEW**

- a. The Corporation, in its sole discretion, has priority to reserve the Highgate Room for the exclusive use of Corporation-approved functions and/or activities. The Corporation shall determine whether a fee is charged for a Corporation function.
- b. The Corporation or its agent, in consultation with the Board of Directors, shall have the right to terminate any activity, which, in its sole and absolute discretion, violates the terms of the rental agreement or any Rule and Regulations relating to the use of the facility.
- c. The Corporation reserves the right to reserve the facility on special days and occasions, so that the use of the facility may be shared as a common element by all Residents. The Corporation shall give reasonable notice for any changes in the availability of the facility.

- d. The Corporation reserves the right to review the pattern of bookings to ensure that no Resident monopolizes the use of the facility to the disadvantage of the other Residents.

## 2. GENERAL

- a. The Highgate Room is available during open hours (6:00 a.m. to 12 midnight) for the quiet enjoyment of all Residents, save and except those times when it is rented for private parties, or other condominium or corporate functions.
- b. The electronic equipment for the Highgate Room may be used by those Residents who have received training. The key may be signed out at the Gatehouse and shall be returned by 11:50 p.m. of the same day. The equipment is not available for use during the Highgate Room rentals without the specific approval of the Manager.
- c. Only a Resident may rent the Highgate Room for his/her personal use. Residents are not permitted to rent the Highgate Room on behalf of another personal or organization.
- d. The Rules and Regulations respecting the Highgate Room shall be incorporated in a room Rental Agreement that the lessee is required to sign in order to reserve the facility.
- e. The lessee (the signatory) of the room Rental Agreement shall be present at all times during the use of the facility.
- f. The facility shall not be leased for private entrepreneurial or commercial ventures, or any other activity the Corporation deems inappropriate.
- g. No activity of any kind whatsoever where an entrance fee, admission charge or donation is expected, shall be permitted in this facility without the prior written approval of the Manager.
- h. The Resident whose name and signature appears on the Highgate Room Rental Agreement is the "lessee". The lessee is responsible, in consultation with the Manager, for providing the Gatehouse in advance with the names of Guests/Visitors to ensure that the arrival and departure of Guests/Visitors takes place smoothly.
- i. The lessee shall ensure that his/her Guests/Visitors are received at the outside door to the Highgate Room and that the activities of the Highgate Room are confined to the Highgate Room.
- j. The lessee and Guests/Visitors are required to respect the quiet enjoyment and comfort of other Residents when arriving and leaving the building.

- k. No live music, with the exception of the piano in the Highgate Room, shall be allowed in the Common Elements without prior written approval of the Management Office. The Management Office, in its sole discretion, will consider requests for live music which is deemed not to disturb the quiet enjoyment of other Residents.
- l. The lessee shall maintain the decibel level of noise at an acceptable level to ensure that the quiet enjoyment of other Residents is preserved.
- m. The consumption of food and beverages shall be confined to the Highgate Room.
- n. Dishes, plates and eating utensils that are not recyclable are not to be used in the Highgate room at any time.

### 3. RESERVING THE FACILITY

- a. The Highgate Room shall be reserved on a first-come, first-served basis but not earlier than six months in advance.
- b. The Manager, acting as agent of the Corporation, is responsible for the administration of the Rental Agreement and the implementation of the rules respecting the Highgate Room.
- c. The Manager shall be advised at the time of booking of the estimated number of Guests/Visitors, the nature of the function, and any other information required by the Corporation, as outlined in the Highgate Room Rental Agreement.
- d. Fire Regulations will apply regarding the number of guests.
- e. The fees outlined in the Highgate Room Rental Agreement shall be payable by cheque or money order made out by the Resident at the signing of the rental agreement.
- f. The fee schedule shall be fixed by the Corporation from time-to-time and shall include the following three components:
  - i. Security Deposit — A refundable security deposit will be held by the Manager as a security deposit against any damages, extra cleaning costs, or breach of Regulations that may result from the use of the facility, including but not limited to glass, doors, wall coverings, washroom, furniture, fixtures, floor coverings, appliances and any other real property of the Corporation that may require repair or replacement as a result of the use of the facility by the lessee. Any damages over and above \$500 will be charged back as a common expense against the Owner's unit.
  - ii. Security Staff — All functions shall have in attendance, a security guard (for up to 75 guests) or two security guards (over 75 guests) one-half hour before the start of a function through to one-half hour after the end of a function.



Arrangements for a security guard are to be made through the Management Office. Payment for the cost of the security guards shall be made payable to MTCC #638 at the Management Office.

- iii. Cleaning Staff Charge — There is a cleaning fee for one cleaner (for up to 75 guests) and an additional fee for two cleaners (for over 75 guests) for Highgate Room Staff to clean the Highgate Room, kitchen, washrooms, Board Room and ground floor corridor after the function. Payment for the cleaner(s) shall be received at the time the rental fee and security deposit is paid.

- g. The Corporation shall establish from time-to-time the rental fee schedule, and the termination time of functions.
- h. Cleaning costs incurred by the Corporation in excess of the acceptable standard shall be deducted from the security deposit.
- i. The lessee shall pay to the Corporation any additional damages to the facility should the cost exceed the value of the security deposit. The Corporation, or its agent, shall have the absolute right to assess the damages resulting from the use of the facility.
- j. The lessee shall be required to make full payment of any additional costs arising from the use of the facility within two weeks of receipt of notice of the additional damages by the Corporation or its agent.
- k. The lessee shall be advised by 12:00 noon of the first business day following the party whether or not the security deposit will be refunded in full.

## **SECTION 7----COMMON AREAS**

### **1. CAR WASH**

Washing of a Resident's motor vehicle is permitted only in the designated car wash area on the B2 parking level. The following Rules shall apply when using the car wash area.

- a. Only Residents' vehicles may be washed in the designated car wash area.
- b. Cigarette butts are not to be vacuumed.
- c. The vacuum is not to be used to vacuum wet material.
- d. The car wash area is to be swept and hosed after each use.
- e. The vacuum hose and the car wash hoses are to be replaced on the rack after each use.
- f. Garbage and/or recycling items are to be placed in the appropriate containers provided.

- g. Car wash lights are to be switched off after each use.
- h. The car wash area is not to be used to make mechanical repairs or to do routine maintenance.
- i. If the car wash equipment is damaged or fails to work properly, a report shall be made to the Management Office or the Gatehouse immediately.

## 2. ELEVATORS

- a. Arrangements for using the elevator when moving in or out or for deliveries of large items, such as, but not limited to, appliances, furniture or large electronics shall be made well in advance with the Management Office. A refundable damage deposit will be required to cover potential property damage. The specifics of the deposit will be determined by the Management Office.
- b. The elevator deposit may only be refunded after an inspection for damages by staff.
- c. Elevators must be lined with protective material before being used by contractors, movers or Residents moving large objects. Arrangement for protective materials must be made with the Management office.
- d. Elevator doors should be held open only for brief periods of time using the "Door Open" button. The door shall not be held open by any other means. Owners will be responsible for all costs associated with negligence or damage to the elevator that is caused by them.
- e. Jumping up and down in the elevator is not permitted. If the elevator is in motion, jumping may cause the elevator to fail and thereby entrap its occupants.
- f. Sitting or putting excessive weight on the handrail is not permitted. The handrails are mounted in the mirror plates which could shatter with undue stress.
- g. Contractors and/or delivery personnel and Residents are not permitted to use more than one elevator for deliveries, moving and renovations.

## 3. PARKING

### A. General

- a. Each Resident shall register the current license plate number, make and model of all motor vehicles authorized to park in a designated parking unit(s) with the Condominium Manager within ten days of becoming a Resident of Highgate or within ten days of changing a license plate number. The Condominium Manager shall issue

Highgate parking identification for all motor vehicles that are registered. Residents are required to display clearly such identification on the lower left of the motor vehicle's windshield so as to be visible from the outside of the vehicle.

- b. Only one motor vehicle can be parked in one parking spot. If a Resident wishes to park a motorcycle or any smaller motorized vehicle in the same spot as his/her motor vehicle, he/she must first obtain written permission from the Management Office.
- c. Residents shall not lend or give their parking access cards, remotes and/or parking tags to Guests/Visitors to allow access to the property, including the garage, unless the Guest has prior written approval from the Manager to park in the garage and the vehicle is registered with the Management Office. The vehicle's license plate and description, along with the name, address and telephone number of the Guest, shall be provided to the Management Office within two days of the approval being given.
- d. No vehicle shall be placed, left or parked in the Common Elements. Similarly, any motor vehicle which, in the opinion of the Corporation, may pose a safety or security risk, either caused by its length of unattended stay, its physical condition, its appearance or its potential to damage the property, shall be removed from the property within 48 hours of receipt of written notice from the Manager regarding this rule. The Owner of such vehicle shall either remove or attend to the vehicle as directed by the Manager. Failure to comply with the direction of the Manager will result in the vehicle being removed from the property at the vehicle Owner's expense. If a motor vehicle is left standing in a parking space or on the Common Elements and the vehicle is either unlicensed or unregistered with the Corporation, the vehicle may be towed away and stored offsite without notice and at the vehicle Owner's expense. Any expense incurred by the Corporation in relation to the enforcement of this rule is to be recovered in the same manner as common expenses.
- e. The Fire Code forbids parking a vehicle in a fire route. Motor vehicles left unattended in the traffic circle/driveway will be deemed to be parked and will be subject to a municipal ticket and/or will be towed away. Parking a motor vehicle is also prohibited in the following areas: driveways, entranceways, delivery and service areas, and other parts of the Common Elements not designated for parking. Parking is prohibited in the driveway/traffic circle except for the following purposes:
  - i. As a direct emergency route for Fire and Police Departments, and Ambulances.
  - ii. To drop off or pick up Residents and Guests/Visitors (not exceeding 5 minutes).
  - iii. Food deliveries, Canada Post and couriers.
  - iv. To use the Enterphone system.
  - v. All vehicles parked in an accessible parking space must display the valid government of Ontario "Accessible Parking Permit" at all times. Any vehicle not in compliance will be tagged and towed at any time and without notice to the vehicle's Owner.

- vi. No oversized vehicles that project into the underground garage passageways will be permitted to park in the underground garage.
- vii. No oversized vehicles, including buses, recreational vehicles or trucks shall be parked in the designated Visitor Parking area without prior written approval from the Management Office.
- viii. No motor vehicle shall be operated on any part of the Common Elements other than on a paved driveway.
- ix. All moving vans and delivery vehicles are required to register the following information with the Security Officer at the Gatehouse:
  - a) Driver's name
  - b) Driver's company name
  - c) License plate number
  - d) Name of Resident and Residential Unit for delivery
  - e) Arrival and departure time
- x. The Security Officer shall contact the Resident by phone before any guest or delivery vehicle shall be permitted to enter the premises, where feasible.
- xi. No motor vehicle with living, sleeping and/or eating facilities shall be parked in any part of the Common Elements, except with express prior written approval of the Manager.
- xii. No mechanical repairs (except for emergency repairs) shall be performed on a motor vehicle occupying a parking space or on the Common Elements. The vehicle needing repairs shall be towed to a repair facility.
- xiii. No motor vehicle shall be driven in the parking areas or on the driveway, including the underground garage, at a speed in excess of the posted speed limit. All motor vehicles shall obey such traffic signage, including stop signs and one-way directional signs as may be posted on the property from time-to-time.
- xiv. No person shall park or use a motor vehicle in contravention of these Rules. Otherwise such person shall have his/her vehicle towed from the property in accordance with City By-laws or in accordance with these Rules. If the motor vehicle is towed, neither the Corporation nor its agents shall be liable for any damage, costs or expenses, however caused, to such motor vehicle and/or the Owner thereof. Any costs associated will be payable by the Owner in the same manner as common expenses.

**B. Underground Garage**

- a. Motor vehicles that are registered with the Management Office may access the underground garage. Motor vehicles that are not registered with the Management Office may access the underground garage only with prior written approval from the Management Office.
- b. No person(s) other than the Owner of the designated Residential Unit as set out in the Declaration shall own a parking space.

- c. Drivers shall turn on vehicle headlights when entering the garage and when leaving a parking space to exit the garage.
- d. The speed limit in the garage and the rest of the Highgate property is 15 kilometers per hour.
- e. Residents shall use their access card or device to open the overhead garage door for every entry to the underground parking garage or risk damage to the garage door and/or their vehicle.
- f. With prior notice to and consent in writing from the Corporation (which shall not be unreasonably withheld or delayed), the Owner of a designated parking space may rent said parking space only to another Highgate Resident. Only "deeded" parking spaces may be sold by the Owner. After the sale of a parking space, the buyer must bring the deed to the Management office to register the sale with his/her unit. Sales of parking spaces can only be made to registered Owners in the Corporation.
- g. When unloading a Resident's vehicle, most of the time it can be done from the Resident's parking space. When that is not convenient, it is strongly suggested that the Resident unload the vehicle at the front door using the luggage carts. In an exceptional circumstance, a guest of a Resident may use the underground parking garage for purposes of unloading personal belongings provided that the Resident first obtains prior written approval from the Condominium Manager. The guest's vehicle shall be allowed to enter the underground garage for purposes of unloading only and shall not be parked in the underground garage for an extended time---not to exceed 10 minutes. (See also Visitors' Parking.)
- h. For safety reasons, the unloading of any vehicle in the garage is not to occur in an area that is not the Resident's regular parking space.
- i. Residents shall not store or leave in their parking space any object whatsoever, including but not limited to tires, car batteries, bicycles, lumber, cans, bottles, plastic sheets or tarps, or containers. The only exception is for shopping carts for which hooks are provided on the parking stall wall.
- j. Residents shall maintain their parking space in a clean condition. Residents shall immediately clean up any fluid leaks, including oil and transmission fluid from their vehicle, as well as any other automotive fluids that may spread onto adjoining parking spaces or driveways. Failure on the part of the Resident to maintain a clean parking space will entitle the Corporation to perform a cleanup with the cost of the clean up to be charged back as a common expense to the Owner of the unit. Kitty litter or cardboard are not to be used as absorbent materials for vehicle fluids. If the situation is not resolved by the Resident, the Corporation will clean up the parking space and charge

back the expense to the Owner which is collected in the same manner as common expenses.

- k. The garbage containers in the underground parking garage are for debris/refuse from motor vehicles and not for in-suite garbage, empty cartons, etc. The parking garage shall not be used as a central depository for Residents' garbage. Under no circumstances shall organic garbage be deposited or left in the parking garage.

### C. Visitor Parking

- a. Under no circumstances are non-Residents permitted to park in the underground garage or lease parking spaces in the underground garage.
- b. Non-Residents are permitted to park only in areas designated as Visitor Parking and then only if space is available.
- c. Overnight Guest Parking Authorization forms may be obtained from the Management Office during normal hours of operation or after hours from the Gatehouse.
- d. Unauthorized vehicles parked overnight (between the hours of 3 a.m. to 7 a.m.) are subject to receiving a municipal infraction ticket and/or to being towed at the vehicle Owner's expense.
- e. Extended stay overnight parking permits are available to non-Residents for non-commercial vehicles for a maximum stay of two weeks, free of charge. After two weeks, non-Residents will be charged \$4 per day or \$100 per month for visitor area parking. Rentals of Visitor Parking spaces shall not exceed two months. Rents are payable on a monthly basis in advance.
- f. Residents shall not use Visitor Parking spaces after 4:00 p.m. Monday to Friday, and all day Saturday, Sunday, and holidays, except when exceptional permission is given to Residents for overnight parking.
- g. In situations such as garage cleaning, it is understood that Residents who have parked their cars in the Visitor Parking area during the day shall return their cars to the underground garage shortly after 4:30 p.m. to facilitate other Residents parking their cars in the Visitor Parking area for the next day's cleaning.
- h. Four (4) parking spaces shall be reserved at all times for the exclusive use of those individuals with physical challenges. A government of Ontario Accessible Parking Permit or equivalent must be displayed.

- i. The Corporation, its agents, and employees assume no responsibility, however caused, for any damages or loss of personal property in the Visitor Parking area.
- j. Non-Residents who do not abide by parking rules shall have their vehicles tagged and towed at the vehicle owner's expense.
- k. Residents seeking an exemption from any of these rules shall make their request in writing to the Management Office. The Management Office, in its discretion, will make a final decision.

#### 4. RECREATIONAL FACILITIES

Recreational facilities refer to those indoor facilities located in the Concorde Club: the Billiard Room, Board Room, Highgate Room, change rooms, saunas, pool, whirlpool, squash court, racquetball court, craft room, library, workshop, exercise room, and outdoor recreational facilities, such as the sundeck, pergola, tennis courts, putting green and other facilities as may be added from time-to-time.

##### A. General Rules

- a. In accordance with the signs posted in the recreational areas, Residents and their Guests/Visitors are advised that the facilities may be used only at the user's risk and that the Corporation, its Board, and Manager are hereby indemnified and saved harmless from any claim, cause of action, damages, loss of property, costs or expenses whatsoever arising from any injury or property damage sustained by any user of the recreational facilities whether in compliance with these Rules or otherwise. For the purpose of these Rules the terms "child" or "children" will denote a person under the age of 12 years of age or of an age as otherwise stated in specific room rules.
- b. Children shall be accompanied and supervised by a parent, or adult guardian, as well as a Resident, at all times while in any of the recreation facilities. The parent or adult guardian shall accept sole responsibility for the child while using the same.
- c. All recreation facilities are available for use by a Resident, between the hours of 6:00 a.m. and 12:00 midnight, daily unless otherwise stated. Guests/Visitors using the recreation facilities shall be accompanied by a Resident at all times.
- d. Residents using recreational facilities are fully liable for any damages that they or their Guests/Visitors cause. Residents shall ensure that their Guests/Visitors obey the Rules, Declaration and By-laws of the Corporation.
- e. To ensure everyone's safety and enjoyment, running, boisterous behaviour, yelling and general misconduct are not permitted in the recreational facilities.

- f. Household pets of any kind are strictly prohibited from any of the recreational facilities.
- g. Food and/or beverages are not permitted in any of the indoor recreational facilities save and except the Highgate room when it is in use for a private function. Non- glass water bottles are permitted in the exercise room, squash and racquetball courts and the pool.
- h. Proper appropriate attire and footwear must be worn at all times when in the recreational facilities. For further clarification, please refer to section 5.
- i. Corporation owned folding tables and chairs are available for Residents to borrow for use in private Residential Units provided the folding tables and chairs are not required by the Corporation or are not reserved for a private function. Residents may contact the Management Office to arrange to borrow the folding tables and chairs. The Resident borrowing the folding tables and chairs shall be responsible for the safe transport of the items from Corporation's storage area to the Residential Unit and vice versa. Pick-up and return of the folding tables and chairs shall occur during the Management Office's normal hours of operation.

**B. BBQ**

- a. BBQs are seasonally available for use by Residents between the hours of 11 a.m. and 9 p.m. on a first-come, first-served basis. Only BBQ equipment provided by Highgate is permitted on the premises.
- b. BBQ use must be booked with the Gatehouse in advance.
- c. The use of the BBQs is restricted to Residents and their Guests/Visitors. Residents are permitted up to 16 guests. Parties over 6 guests, including themselves, must have prior approval by the Management Office. Residents must accompany their Guests/Visitors at all times when using the BBQs.
- d. Persons under the age of 18 are not permitted to use the BBQs. Children must be accompanied by an adult and supervised by them in the BBQ/patio area.
- e. Any Resident using the BBQ must supply his/her own BBQ utensils.
- f. Residents are permitted to book only one BBQ at a time, and it must be booked in advance at the Gatehouse. A booking shall not exceed 45 minutes.
- g. Keys to unlock the BBQs and instructions for the BBQ use can be picked up at the Gatehouse.
- h. BBQs must not be left unattended. Residents MUST turn off the gas valves to the propane as well as the BBQ controls after each use.



- i. Residents must clean the BBQ grill after using the BBQ by following the supplied instructions. Clean-up must include the removal of all garbage in the area. Detergent or soap is not to be used on the grill.
- j. Any food that is transported to or from a Resident's unit must be sealed in proper plastic containers.
- k. Residents must keep in mind that their use of the BBQ and the patio area should not infringe on the quiet enjoyment of other Residents.
- l. BBQs will not be available for use during high winds, thunderstorms, or inclement weather. This restriction is applied at the sole discretion of Condominium Manager, Superintendents and Security Staff.
- m. In case of fire, an extinguisher is located near each BBQ. If the extinguisher is used, that use must be reported to the Gatehouse forthwith.
- n. All Residents using the BBQ facilities and associated equipment do so at their own risk.
- o. When using the patio or BBQ area, the Corporation requests Residents use plastic recyclable containers. If glass or porcelain is used and there is breakage and or damage to the area, the costs of cleaning up the area and/or repairing the area will be recovered by a charge to that Owner's common area expense.
- p. Residents are responsible for personal injuries, losses, liabilities or damage of property caused by his/her actions or his/her Guests/Visitors' actions. The Corporation is not responsible for any injury to persons, theft, damage, loss or destruction of any personal property while using the BBQs or other Common Elements.
- q. In the event of damage to the BBQs or the surrounding amenities by a Resident or his/her guest(s), the Resident agrees by making the booking that he/she will promptly reimburse the Corporation for the cost of the damage. In the event he/she fails to reimburse the Corporation, the cost will be charged back to the unit Owner as a common expense.

#### C. Bike Storage

- a. Only Residents will be assigned a specific bike storage location. Each bike shall be identified with an identification sticker provided by the Management Office.

- b. If all bike locations are occupied, Management shall maintain a waiting list with the names of those Residents requesting bike storage accommodation. The waiting list shall be on a first come, first-served basis.
- c. Bikes that are not tagged will be removed from the underground garage, and if not claimed by the Owner within a reasonable time, will be disposed of at the discretion of the Board of Directors.

**D. Billiard Room**

- a. The Billiard Room is strictly for the use of Residents and their Guests/Visitors. A Resident may invite no more than three (3) Guests at any one time. Under no circumstances are persons under the age of 16 permitted to use the billiard table unless accompanied and supervised by a parent or adult guardian. A parent or adult guardian shall be held totally responsible and accountable for the actions of their Guests/Visitors, including children over the age of 16. The key to the Billiard Room is available at the Management Office until 4:00 p.m. and at the Gatehouse after hours. The key shall be returned to the Gatehouse after hours.
- b. Reservations for the Billiard Room shall be made through the Gatehouse prior to the room being used. The first reservation period commences at 7:00 a.m. with playing periods every hour on the hour. The last reservation is for 11:00 p.m. Each Residential Unit is allowed to book only one (1) time slot at a time. Back-to-back reservations are not permitted.
- c. Maximum scheduled playing time is one hour.
- d. Cues without proper billiard/snooker tips shall not be used at any time.
- e. Players shall replace all billiard equipment on the racks before leaving the room.
- f. No food and beverages are permitted in the billiard room.

**E. Change Room and Sauna**

- a. Lockers in the change room/sauna areas are provided for the use of Residents and their Guests/Visitors only while they are using the recreational facilities. Lockers shall not be permanently assigned to any individual.

- b. Persons using the lockers are solely responsible for securing their personal belongings. Persons using the lockers shall provide their own lock and shall remove the lock upon their departure from the change room.
- c. Locks used in a manner other than described above will be cut off without notice.
- d. The Corporation shall not be responsible for loss, damage or theft of personal articles, however caused.
- e. Only indoor footwear shall be brought into or worn in the locker rooms or any part of the recreational facility.
- f. Water shall not be poured onto the sauna heaters.
- g. No glass containers are allowed in the change rooms or sauna areas.
- h. To prevent unnecessary use of energy, the sauna shall not be turned on and then left unattended for more than 20 minutes.

**F. Drones**

The flying or the operation of drones on Highgate property by Residents or Guests/Visitors is not permitted.

**G. Exercise Room**

- a. The exercise room will be open daily from 6:00 a.m. until midnight. The exercise room will also be closed for an hour daily for cleaning. The cleaning times are posted on the door to the exercise room.
- b. For safety reasons, there will be no more than eight persons in the Exercise Room at any time. Residents who have reserved exercise room equipment have priority over other activities in the exercise room.
- c. Each Resident may invite no more than one guest into the exercise room at any time.
- d. Residents who engage personal trainers who require the use of common facilities may have access to these facilities on weekdays between the hours of 9:00 a.m. to 12 noon, 2:00 p.m. to 9:00 p.m. On Saturday, personal trainers are permitted in the exercise room between noon and 7 p.m.
- e. For safety reasons, it is recommended that children under the age of 12 not use the exercise room facilities. Children shall be accompanied and supervised by a parent or

adult guardian at all times during their use of the exercise room. Each child shall be supervised by an adult on a one (1) adult to one (1) child ratio.

- f. Proper attire shall be worn at all times. Cut-off shorts and bathing suits are not considered proper attire. Shirts and suitable gym shoes shall be worn at all times.
- g. Free weights shall be placed and stored on the racks when not in use.
- h. In consideration of the Residents in the dwelling units located directly above the exercise room, weights on the racks and on the equipment, such as the universal gym and the leg raise bench, shall not be used in such a manner as to create excessive noise.
- i. The exercise equipment may be reserved in blocks of three days at a time. A Resident who wishes to reserve exercise equipment may do so by completing and signing a reservation form. The maximum time allowed per reservation is 30 minutes on the hour or half hour per Resident per machine per day.
- j. All other use of the exercise equipment is on a first-come-first-served basis. Residents using the equipment on an unreserved basis are expected to yield the equipment to the Resident who has reserved that piece of equipment when he/she arrives. Where two (2) Residents from the same Residential Unit have reserved time on the equipment, the reservation shall belong to the Resident under whose name the reservation was made.
- k. To prevent the spread of unwanted bacteria and viruses, Residents using the Exercise Room must wipe their hands with the provided hand sanitizer before and after using the equipment and also wipe the equipment down with the provided cleaner after use.
- l. Residents or Guests/Visitors are not permitted to move the large exercise equipment from its current location.
- m. Residents and/or Guests/Visitors are not permitted to attempt to repair or maintain the equipment in this room. All malfunctioning of equipment is to be reported to the Management office forthwith.
- n. Residents or Guests/Visitors who abuse or willfully damage the equipment will be liable for any repair costs.

#### **H. Library and Workshop**

- a. The Workshop is available on a first-come, first-served basis.
- b. The Library is available for use by residents and the borrowing of books is complimentary. Donations of books and magazines are welcomed.

- c. Residents shall leave the Workshop and Library in a clean and tidy condition. Failure of any individual(s) to maintain these rooms in a clean and tidy condition shall result in the denial of access and use of the facility.
- d. All volatile, hazardous liquids and cleaning rags must be disposed of in the hazardous waste container in the Recycling Room. Under no circumstances are they to be left in the Workshop.
- e. As there is no external ventilation for this room, no spray painting is permitted in the Workshop.
- f. Residents who use the Workshop do so at their own risk.

## **I. Squash, Racquetball, Tennis and Putting Green**

### **1. General Rules**

- a. Proper attire, including tops and proper shoes, shall be worn at all times. Cut-off shorts are not considered proper attire. Street shoes are not permitted on the courts.
- b. Proper safety precautions and court etiquette shall be observed at all times.
- c. At the end of scheduled playing time, players shall yield the court to those waiting to play.
- d. The use of non-glass water bottles is allowed in Squash, Tennis and Racquetball courts.
- e. The Squash Court has multiple designated uses: table tennis, the golf driving net and handball are used on this court. If equipment is removed for the playing of one sport, it must be replaced in the court at the end of scheduled playing time.
- g. The Racquetball Court has two designated uses: racquetball and badminton. At the end of a scheduled badminton session, the net must be taken down and stored in the proper place.

### **2. Golf Putting Green**

- a. Putters and balls are available from the Gatehouse and are to be returned to the Gatehouse on completion of play.
- b. Putters shall only be used on the putting surface. Use of golf tees is prohibited.
- c. A Resident shall accompany and supervise children under the age of 12 years.

- d. No food, drink (except for non – glass water bottles), chairs or tables are permitted on the putting green.
- e. Residents may invite no more than three (3) Guests/Visitors at one time.
- f. Tee markers when on the green shall not be moved.
- g. At the end of scheduled playing time, players must yield the court to those waiting to play.

### 3. Squash Courts

- a. Reservations for the Squash Court must be made on the sign-up sheet in the Squash Court area.
- b. When a squash game is scheduled for this area, the table tennis and golf practice net must be moved by the players into the adjoining corridor and replaced by the players when the play is complete.
- c. The first reservation period commences at 7:00 a.m. with playing periods every 40 minutes. The last reservation period is 10:40 p.m.
- d. Golf balls and golf equipment are not to be removed from the court unless a squash game is scheduled to be played.
- e. Regulation squash balls are mandatory.
- f. Table tennis bats and balls are available at the Gatehouse and shall be returned to the Gatehouse upon completion of play.
- g. At the end of scheduled playing time, players must yield the court to those waiting to play.

### 4. Racquetball Courts

- a. To reserve one hour of playing time for either sport, a Resident shall complete and sign the reservation form which is available outside the Court room.
- b. At the end of scheduled playing time, players shall yield the room to those waiting to play.
- c. An adult shall accompany and supervise children under the age of 12 years.
- d. No food or drink is allowed on the racquetball court, except non-glass water bottles.

- e. Guests/Visitors must be accompanied by a Resident.

## 5. Tennis Courts

- a. Reservations for the tennis courts shall be made at the Gatehouse with Security on a first-come, first-served basis. Reservations shall not be held beyond seven (7) minutes of the reservation time. Each Residential Unit is allowed to reserve only one (1) play time slot at any time. Back-to-back play time reservations are not permitted.
- b. The first reservation period commences at 7:00 a.m. with playing periods every 60 minutes. The last reservation period is 10:00 p.m.
- c. Residents may invite no more than three (3) Guests/Visitors at one time.
- d. No food, drink, chairs or tables are permitted on the courts except for non-glass water bottles.

## J. Patio and Sundeck

- a. Residents shall exercise discretion in the use of their music players on the sundeck to ensure that other sundeck users are not disturbed. It is preferred that earphones be used with music players. Music players that are used without earphones or head phones shall be at a volume that is not disturbing to others.
- b. Appropriate and discreet dress must be worn by Residents and Guests/Visitors when using this area, especially if sunbathing.

## K. Swimming Pool and Whirlpool

For the Swimming Pool, the following rules apply:

- i. The Swimming Pool and the Whirlpool are unsupervised. Bathers under 12 years of age are not allowed within the pool enclosure unless accompanied by a parent or his/her agent who is not less than 16 years of age.
- i. Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the Swimming Pool/Whirlpool.
- ii. No person infected with a communicable disease or having open sores on the body shall enter the Swimming Pool, Sauna or Whirlpool.
- iii. No person shall bring a glass container onto the deck or into the Swimming Pool/Whirlpool.

- iv. No person shall pollute the water in the Swimming Pool/Whirlpool in any manner. Spitting, spouting of water and blowing the nose in the pool or on the deck are prohibited.
- v. No person shall engage in boisterous play in or around the Swimming Pool/Whirlpool. Diving in the pool is prohibited.
- vi. The maximum number of bathers permitted on the deck and in the pool at any time is 10.
- vii. The location of the nearest emergency telephone is on the east wall of the pool enclosure.

For the Spa (Whirlpool and Sauna), the following rules apply:

- i. Children under the age of 12 are not allowed in the spa unless supervised by a person who is 16 years of age or older.
  - ii. Pregnant women and persons with known health or medical conditions should consult with a physician before using a spa.
  - iii. Individuals who have an open sore or rash, or are experiencing nausea, vomiting or diarrhea are not permitted to use the spa.
  - iv. Overexposure to the spa may cause fainting. Periods of 10 to 15 minutes may be excessive for some individuals. Users of the spa are advised to cool down periodically and leave the spa if nausea or dizziness occurs.
  - v. Users of the spa are advised to enter and exit the spa slowly, to prevent slipping.
  - vi. Users of the spa are not permitted to play or swim near drains or suction devices. Your body, body parts, hair, jewelry and other objects may become trapped and cause injury or drowning. People with long hair should have their hair safely secured and be especially careful.
  - vii. Users of the spa should not enter or remain in a spa if a drain cover or suction fitting is loose, broken or missing. The user shall notify the Condominium Manager or Security Staff immediately.
  - viii. No food or beverage except water is permitted within the deck or spa. No glass containers of any kind are permitted within the deck or spa.
- a. Each Resident may invite no more than five (5) Guests/Visitors into the pool at a given time, unless they have received prior written approval from the Manager for additional Guests/Visitors. Each child under 12 years of age must be accompanied by a parent or guardian at all times. Each parent or guardian can watch up to 4 children.
  - b. The Swimming Pool and Whirlpool shall be open for use daily between the hours of 6 a.m. and midnight.
  - c. "Length swim" hours are from 6 a.m. to 9:00 a.m. — and from 9:00 p.m. to midnight. During these hours, general recreational use may take place, provided no person wishes to swim lengths.



- d. Pool, locker room and shower maintenance take place between the hours of 12:00 noon — 1:30 p.m. on weekdays and 11:00 a.m. - noon on Saturday, Sunday and statutory holidays. These facilities will be closed during the maintenance period.
- e. During scheduled Aquafit classes, the pool and pool area are reserved for the exclusive use of Aquafit participants.
- f. Residents and Guests/Visitors shall exercise caution when entering or exiting the pool area and change rooms because of the slippery floors.
- g. For infants who are not toilet trained, swim diapers must be worn at all times. Changing of diapers is not permitted in the pool area.
- h. For incontinent adults, swim diapers must be worn at all times.
- i. In the event there is an accidental fouling of the pool water, the incident must be reported to the Management Office or the Gatehouse immediately so that corrective action can be taken. Any damage or loss caused by the Resident or his/her guest shall be charged to the unit, to be collected in the same manner as common expenses.
- j. For pool users with hair reaching the nape of the neck or longer, their hair shall be secured under a bathing cap or secured by a hair tie on top of their head.
- k. The use of any type of music player on the pool deck is permitted if the device is used with earphones or head phones. The exception to this rule is for Aquafit classes only.
- l. For privacy reasons, photographs are not to be taken without permission from the subject.
- m. Access to and exit from the pool area is via the change rooms only. Residents shall not admit anyone via the corridor doors.
- n. Bathers shall remove wet swimsuits before leaving the change rooms, and dress appropriately for common areas. Suitable non-slip footwear must be worn at all times both inside the pool/change room areas and inside the common areas.
- o. Nude swimming is not permitted.
- p. All chairs and lounge chairs normally kept in the pool area are for indoor use only and shall not be taken out of the pool enclosure. All pool furniture shall be kept behind the white line which surrounds the pool.
- q. Suntan oils, lotions, creams, grease or other such preparations shall be washed off thoroughly before entry or re-entry into the swimming pool, whirlpool or sauna.

- r. Equipment used in the pool shall be limited to therapeutic or safety flotation devices. Use of such equipment shall be at the user's sole risk.

**L. Television Equipment, Sound System, Internet and Furnishings**

- a. The TV, VCR, and DVD players in the Highgate Room may be reserved through the Gatehouse up to seven (7) days in advance of the date of use. Residents shall stipulate the hours of use required. In general, the reservation is intended for one event.
- b. Residents shall not use the TV, VCR, or DVD unless trained in the proper operation of this equipment by either of the Superintendents.
- c. The equipment shall be locked in the Management Office at all times. The key to access the equipment shall be signed out at the Management Office or the Gatehouse. Only trained/authorized users shall be permitted to sign out the key.
- d. The person signing out the key to access the TV, VCR, or DVD shall accept liability for any loss, damage or theft of the equipment and shall ensure that the equipment is secure at all times while the key is in his/her possession.
- e. Any issues or, problems with the equipment are to be reported to the Management Office or if after hours, to the Gatehouse Staff.
- f. Free Internet services are provided in the Exercise Room and the Library only.

**SECTION 7----IN-SUITE LIVING**

**1. BALCONIES AND EXTERNAL FEATURES (See Also Flooring Under Renovations)**

- a. Balconies are "exclusive-use Common Elements".
- b. No awnings or shades shall be erected over or outside the windows or balconies.
- c. No Resident shall place any reflective or insulating materials or coverings in or on any external feature.
- d. Nothing shall be placed on the outside of the window sills or projections.
- e. Nothing shall be thrown or allowed to escape from windows, doors or balconies.

- f. Mops, brooms, dusters, rugs or bedding shall not be shaken or beaten from any window, door, balcony or any part of the Common Elements over which the Owner has exclusive use.
- g. Hanging or drying of clothes is not allowed from windows or balconies.
- h. BBQ or electric grills shall not be placed, used or stored on the balconies.
- i. Television antenna, satellite dish, aerial, tower or similar structure shall not be erected on or fastened to any Residential Unit or any part of the Common Elements including those for which the Owner has exclusive use.
- j. Other than seasonal patio furniture and potted plants, no item of any kind shall be stored on the balcony, including but not limited to bicycles, tires, construction material, propane tanks bottles and containers. Lightweight furniture is not permitted on the balconies because it may be blown off during high winds.
- k. Christmas lights, decorative lights and hanging baskets shall not be permitted on the balconies or suspended from the balcony rails.
- l. Smoking is not permitted on the balconies. Highgate is a non-smoking building. If the Resident is a registered smoker, as set out in Section 4 "Highgate as a Smoke Free Community", the registered smoker must dispose of cigarette and/or cigar butts safely within the unit.
- m. Residents must ensure that all furniture placed on the balcony is not in direct contact with the flooring membrane. The Corporation strongly suggests that Owners/Residents install a rubberized, wooden or plastic tile that is ½ inch thick and that permits drainage. Any costs to repair damages that occur from a puncture of the balcony membrane will be charged back to the Owner.

## **2. CHRISTMAS TREES**

- a. The use of natural Christmas trees is discouraged as they can be a serious fire risk unless meticulous safety precautions are taken. The use of artificial Christmas trees is both urged and preferred by the Corporation.
- b. A Resident, who, after careful consideration, decides to purchase a natural Christmas tree, shall notify the Gatehouse in advance of the purchase to obtain a special bag for the tree.
- c. The Gatehouse shall provide the Resident with instructions on the method of transporting the tree through the building and the appropriate method of disposal.

- d. A Resident who elects to put up a natural Christmas tree and transports it through the common areas must clean up any residue coming from the tree and shall be responsible for any and all damage caused.

### 3. DELIVERIES

- a. Deliveries, including trade and construction supplies, paint, tools, carpet cleaning and other such equipment, furniture, appliances, large boxes, bottled water and other similar items shall be made through the Moving Room doors at the back of each building.
- b. Deliveries, including Canada Post parcels or registered mail deliveries, courier envelope deliveries, newspapers, pharmaceutical or medical supplies (including oxygen deliveries), flowers, fast food, groceries or other small personal deliveries may be made directly to the Resident.
- c. Deliveries requiring the use of the elevator shall be reserved through the Management Office.
- d. Deliveries of large items requiring an elevator booking are permitted between the hours of 8:30 a.m. and 4:00 p.m. Monday to Friday and which shall be reserved in advance through the Management Office. No deliveries are permitted on weekends or Statutory Holidays, except under unavoidable/emergency circumstances, with Management Office approval and may incur additional costs.
- e. Deliveries shall not be reserved on days where a full Residential Unit move-in or move-out is scheduled.
- f. Deliveries shall be turned away by Security Staff if the delivery time has not been reserved in advance. Deliveries arriving prior to the reserved delivery time may have to wait in queue if there is a reserved move or delivery in progress or if there is insufficient space at the rear of the building to accommodate the delivery truck.
- g. No deliveries are to be left in the hallway.
- h. Where damage to the elevators or any part of the Common Elements has been caused by deliveries of any kind, the Owner of the Residential Unit where the delivery occurred shall be liable to the Corporation for the cost of repairs. The damage shall be assessed by the Manager as soon as practical following the delivery. The Manager's decision in assessing damages shall be final.

#### 4. DOORS

- a. Residents are permitted to install a door knocker or a door bell to the door or door frame with the prior permission of the Management Office.
- b. Residents are not permitted to install video or any other spyware equipment to the outside of the door.
- c. Seasonal ornaments may be hung on a hanger that is not attached permanently to the door.

#### 5. GARBAGE DISPOSAL AND RECYCLING

Highgate is proud of its history of waste management and recycling. Our continued objective is to reduce the amount of waste that is collected and to increase our recycling capacity and waste diversion annually.

To assist Residents with improving recycling, we have published the *Highgate Guide to Recycling*. We ask that all Residents familiarize themselves with the content and abide by it. Copies are available in the Recycling Rooms and in the Management Office and are also posted on the Highgate website.

- a. Residents who employ cleaning staff or health care providers must take responsibility for educating those individuals on what items are to be recycled and what items are waste. A fact sheet is available from the office to assist you in this exercise.
- b. The hours of operation for the garbage chute room, located on each floor, shall be between 8:00 a.m. and 10:00 p.m.
- c. Garbage is to be securely wrapped and tied in a strong plastic bag before it is deposited into the chute system, which is in the garbage chute room on each floor. All garbage waste shall be pushed clear of the chute opening, making certain that the waste drops down the chute. Residents shall not leave items to be recycled in the garbage chute room on each floor.
- d. Residents are reminded that the Recycling Rooms are video monitored.
- e. For fire safety reasons, any material that is flammable, liquid or solid is not to be put down the waste chute. In a similar manner no glass of any kind is to be put down the waste chute. Glass waste is to be securely wrapped and placed in the black garbage bins in the Recycling Rooms.

- f. The general rule guiding garbage is that no more than one bag of garbage should be put down the garbage chute per person per week. Highgate encourages all Residents to continually examine their waste disposal practices and review the recycling manual to ensure they are maximizing their recycling.
- g. Organic waste shall be collected in the plastic bin provided by the office and then transported either in the bin or in a secure plastic bag and deposited in the designated green organics container(s) located in the Recycling Room. Care must be exercised in transporting organic waste to the Recycling Room. Many plastic bags may have holes where organic material can drip onto the carpets in the common areas. If a spill occurs, Residents should make every effort to clean it up and notify the office. Any damage to the Common Elements or other units as a result of any Resident's failure to properly transport organic waste to the Recycling Room shall be paid for by the Owner.
- h. When placing organic waste in the green containers, Residents shall secure the lid to those containers after placement of waste to prevent infestation by unwanted insects and odours.
- i. All other recyclable material shall be properly cleaned and disposed of in the large blue recycling containers located in the Recycling Room. This recycled material must be loose and **must not be** tied up in plastic bags.
- j. Corrugated cardboard shall be broken down into pieces no larger than 24" x 24", brought down to the Recycle Room and placed in the blue recycling bins.
- k. Renovation waste from in-suite renovation by the Owner or their contractor (wood, cabinets, plaster, carpeting, paint cans etc.) shall not be disposed of on the property and shall be removed by the Owner or their contractor.
- l. Highgate has developed The *Highgate Guide to Donating Reusable Items*. Residents with unwanted furniture or other household goods should consider donating such items to local non-profit organizations. If unwanted appliances and household furnishings are not donated, they shall be removed from the property by the Resident or their appliance dealer. If the Resident is unable to arrange by their own means the removal of unwanted appliances, arrangements may be made with the Management Office.
- m. Small electronic waste is to be collected in the appropriate bin located in the Recycling Rooms. Larger electronic waste items should be donated by the Resident or taken by the Resident to the Bermondsey recycling site. Please refer to the *Highgate Guide to Donating Reusable Items* for the names of organizations that recycle electronic waste.
- n. "Sharps" are to be recycled by the Resident in the appropriate container and returned to a pharmacy.

- o. Hazardous waste must be placed in the hazardous waste containers in the Recycle Room.
- p. Surplus or unused pharmaceuticals are to be recycled at your pharmacy. They are prohibited from being put down the garbage chute or in any of the recycle bins or the toilets.
- q. Broken glass shall be double wrapped and marked as broken glass and taken to the black container in the Recycle Room.

## 6. HOARDING

No person shall accumulate or maintain a hoard of material that in any way poses a health risk or a risk of personal injury to Residents or presents a potential risk of fire, health or damage to the property or assets of the Corporation.

If, on formal notice, a Resident fails to clean up and remove such items, the Corporation may enter the unit to complete the work necessary to carry out these obligations. Any expenses incurred in this cleaning shall be borne by the Owner.

## 7. KEYS

- a. Residents changing locks or installing an additional lock(s) to their Residential Unit entry door shall, within 24 hours, provide a key to their Residential Unit to the Management Office.
- b. The Corporation shall have the means to access all Residential Units in the event of an emergency (electrical, flood etc.) which may affect the Common Elements or adjacent Residential Units.
- c. As per Section 19 of the Condo Act, the Corporation or a person authorized by the Corporation shall have the key to all Residential Units in order to access all units, at any reasonable time and on reasonable notice, to perform the objects and duties of the Corporation (non-emergency) or exercise the powers of the Corporation.
- d. The Corporation shall not duplicate, distribute or use any key which allows entry into a Residential Unit without the written authorization of the Owner whose name appears in the records of the Corporation.
- e. Residents are responsible for retaining all common area keys. Residents shall forfeit their security deposit on all lost corporation keys (common area/bike room/locker room). A new security deposit shall be required for any replacement keys. Residents are responsible for returning all keys, including those allocated to the Resident, or, in some cases, Non-Residents, before a refund of the security deposit can be processed.

- f. No Common Element keys or locker room keys can be duplicated without permission from the Condominium Manager.
- g. With respect to occupied Residential Units, no one is authorized to have master keys, save and except those individuals authorized by the Board of Directors from time-to-time.

## 8. LOCKERS

- a. Most of the Residential Units have lockers attached to their unit. When that doesn't occur, some Owners offer vacant lockers for rent to other Residents. Lockers may only be rented to Residents.
- b. Locker rental notices are posted in the Library.
- c. According to the Declaration, Owners of surplus or additional lockers must own a Residential Unit in Highgate in order to retain those lockers. If an Owner of a locker does not own a Residential Unit in Highgate, he or she must dispose of the locker to someone who does.
- d. Under no circumstances are flammable liquids or tools and/or mechanical devices that use flammable liquids to operate, to be stored in a locker.

## 9. MOVING IN AND MOVING OUT

- a. The time and date of moving shall be arranged in advance with the Management Office. Moves are restricted to Monday to Friday, between the hours of 8:30 a.m. and 4:00 p.m. only. Strict adherence to the 4:00 p.m. deadline is enforced. In the event the move is not completed by the deadline, the Resident shall stop the move and store the contents off the premises at his/her cost.
- b. There will be no move-ins or move-outs on weekends, statutory holidays or any other time period designated by the Management Office.
- c. Furniture and equipment shall be moved in or out of the building only by using the elevator designated for such purpose and which has been booked in advance with the Management Office. An Elevator Agreement shall be executed. A refundable damage deposit will be required. The details of the deposit will be determined by the Management Office.
- d. Elevators must be covered with protective pads installed by the Highgate staff before a move can commence.



- e. No furniture or equipment shall be left in the lobby or corridor areas during the move. Furniture or equipment shall be taken from the moving truck directly into the designated elevator.
- f. It is the responsibility of the party moving in or out to place or install in a safe manner a protective non-plastic covering over the corridor carpets which lead from the elevator to the Residential Unit door prior to the move.
- g. Where damage to other units, the elevators or any part of the Common Elements has been caused by the moving of furniture or equipment in to or out of a Residential Unit, the Owner of the Residential Unit shall be liable to the Corporation for the cost of repairs. All damage shall be assessed by the Condominium Manager as soon as practical following the move. The Condominium Manager's decision with regard to the assessment of damage shall be final.
- h. Upon moving from the building, Residents vacating the premises shall surrender all common element keys in their possession to the real estate agent, lawyer or Management Office. These keys shall be passed on to the new Resident together with the garage remote.

New Residents acquiring a unit shall register with the Management Office prior to their move-in date. When applicable, deposits and refunds are processed by the Management Office.

- i. When a Resident moves out of Highgate or disposes of a vehicle door opener, codes that are programmed into a Resident's vehicle must be removed from the vehicle. In a similar manner, the door opening codes must be removed from a Resident's vehicle before it is sold.

## 10. NOISE

- a. No Resident shall carry on an activity or permit an activity to be carried on in their unit or on the Common Elements which results in any unreasonable noise or disturbance or disruption which disturbs the quiet enjoyment of other Residents.
- b. Occasionally there may be extenuating circumstances, such as infrastructure repair, and at those times, the Management office will inform Residents.
- c. Notwithstanding item 10 (a) above, noise from construction and renovations within a unit is permissible Monday to Friday between the hours of 8:30 a.m. and 4:00 p.m. provided that the duration of the noise is temporary, and the work is conducted in an expeditious manner.

## 11. PEST AND ODOUR CONTROL

**Note: This section is a Board of Directors policy and not a Rule. It is included here for convenience of reference.**

- a. Residents shall immediately report to the Management Office all incidents of infestation of pests, insects, vermin or rodents whether in the suites or in the common areas.
- b. Residents shall permit the Condominium Manager or his/her agents (pest control personnel) to enter their Residential Unit for the purpose of conducting pest control operations, including any spraying program. Residents are required to prepare their Residential Unit in the manner prescribed by the Manager or his/her agents to facilitate the appropriate pest control operations.
- c. Residents shall take all necessary steps to prevent the transmission of odours into the common areas or into adjacent Residential Units.
- d. Suite entry doors must be kept closed at all times.
- e. Extermination and Fumigation of Pests
  - i. The Resident has a responsibility to be alert to the presence of insects, rodents or other pests in their unit. When an infestation is suspected or discovered, the Owner of the unit must report the situation to the Corporation immediately. The obligation applies on a 24-hour, seven-day-a-week basis, including any period the unit is unoccupied. The report is to be made to the Management office or, if outside office hours, to the Gatehouse.
  - ii. Once the Resident's report is received, the Corporation has the right to cause an inspection of the unit to determine the nature and the extent of the infestation. If the unit is determined to be infested, the Corporation has the right to cause an inspection of the adjacent or surrounding units to determine whether the infestation has spread.
  - iii. If the infestation is confirmed, the Corporation will contract with a reputable pest control company for the removal of or the treatment of the infestation. The pest control company's Pest Management Plan will be developed in consultation with the Resident and the Corporation. The Pest Management Plan may include requirements for the Resident to co-operate and take action, such as preparation for treatment and follow-up after the treatment as well as other steps to ensure the overall effectiveness of the treatment and prevent its re-occurrence.
  - iv. Once the Pest Management Plan has been developed, the Resident must take the necessary steps to comply with the Pest Management Plan.

- v. Under no circumstances is the Resident to treat or manage the infestation themselves, unless, after reporting the infestation, the Corporation gives specific permission and instruction.
- vi. When an infestation or suspected infestation is reported to the Corporation within twenty-four hours of being noticed, the Corporation will bear the costs of the treatments performed by the reputable pest control company in that unit or any other units to which the infestation has spread.
- vii. The Corporation will undertake to investigate and/or treat the infestation in adjacent units.
- viii. When an infestation has been noticed and is not reported within the twenty-four-hour reporting time frame, and the infestation spreads to other units, or, when there is failure to comply with the Pest Management Plan by the Resident, the Corporation reserves the right to charge back to the Resident the complete costs of treating the infestation as a common expense.
- ix. Where a unit is leased, the lessee has the same obligation regarding the reporting and complying with the treatment plan as the Owner. The Owner will be responsible for any costs resulting from the lessee's failure to comply with any article contained in this rule.

## 12. PETS

All Residents shall comply with the following Rule governing pets:

- a. For the purpose of these rules, allowable pets are defined as one (1) dog, two (2) cats, one (1) bird, or fish in an aquarium. No other kinds of pets are permitted on the property.
- b. Caring for a maximum of one (1) additional pet may be permitted with the permission of the Management Office for a period of not more than 2 weeks. If a longer guest pet stay is requested, such request needs the approval of the Management Office. No paid boarding of pets is permitted.
- c. Guests/Visitors are not permitted to bring any pet(s) into the Highgate complex without the prior written approval of the Management Office. Guest Pet Authorization forms may be obtained at the Gatehouse or in Management Office. Guest pets are subject to the same rules and limitations as the pets residing in the building.
- d. All pets shall be registered with the Management Office.
- e. No commercial breeding for sale of any type of animal, fish or fowl, shall be permitted at Highgate.

- f. Notwithstanding the definition of permissible animals above, no pet deemed by the Corporation, in its sole and absolute discretion, to be a nuisance or a danger to Residents shall be kept by a Resident.
- g. When a Resident is determined to be in violation of items "a" to "g" above, the Management Office shall give the Resident written notice that he/she is in violation of the rule. The notice shall prescribe what action the Resident must take to rectify the situation and the timeframe in which the action must be taken.
- h. A Resident shall be liable for any damage to the Common Elements caused by his/her pet(s). The damage shall be assessed by the Manager and the cost of repair shall be charged back to the Owner.
- i. Pets are not allowed in the common areas of the building save and except for entering and exiting the property. Pets should always be on a leash or be carried when crossing the Common Elements. Pets should be on a shortened leash and under control when in the elevator.
- j. Residents are not to allow their pets to urinate, defecate or foul in any way on any part of the Highgate property including inside and outside the buildings or in the elevators. If a pet should urinate, defecate or foul on any part of the Common Elements including but not limited to footpaths, lawns, roadways, landscaped areas, sidewalks, the Resident shall immediately clean up after the pet as stated in the City of North York By-law regarding Stoop and Scoop.
- k. Pet owners shall not place litter boxes or puppy pads on their balconies. Soiled litter must be securely wrapped and deposited in an appropriate green bin container. Under no circumstances shall soiled litter be disposed of in the garbage chute system, flushed down any toilet or washed down any drain. All costs associated with improperly disposed of pet waste/litter shall be charged back to the Owner where the pet resides.
- l. Pet owners are responsible for the supervision of their animal including controlling its behavior and movement at all times.
- m. It is prohibited for a Resident to feed a wild animal or bird on their balcony, in their suite or elsewhere on the Highgate property.
- n. No pet shall be permitted to remain unattended on any balcony.
- o. No Resident shall permit a pet to bark, howl or cause any noise or engage in any behavior which disturbs the comfort or quiet enjoyment of the property by other Residents.

### 13. PLUMBING AND ELECTRICAL

- a. Toilets, sinks or other plumbing apparatus shall be used only for the purposes for which they are intended. No sweepings, garbage, cigar/cigarette butts, cooking grease or oil, rubbish, rags or other refuse shall be deposited into sink drains or into toilet stacks.
- b. With organic recycling in place, there is no need for garburators. Residents who are doing kitchen renovations are requested to permanently remove them. Where garburators are still operating and the kitchen stack becomes plugged as the result of garburator use, the owner will be responsible for the cost of the repair.
- c. Repair costs arising from any damage to plumbing apparatus systems as a result of misuse, or from unreasonable use, shall be charged back to the Owner of the unit where the damage occurred/originated.
- d. All toilets must be low flush 6-liter capacity to comply with the Bylaw.
- e. Residents shall not overload existing electrical circuits in their Residential Units. All electrical appliances or equipment used in any Residential Unit shall comply with the applicable regulations and the rule of the Electrical Safety Code for Ontario presently in force.
- f. Residents are encouraged to conserve energy by using low energy products and turning off lights and appliances when not in use.
- g. Licensed tradespersons must be used for all electrical and plumbing repairs.

### 14. RENOVATIONS

#### A. General

- a. All in-suite work, other than electrical or plumbing repairs, is classified as renovation. Every renovation needs to be approved by the Corporation. Such approval is given through the *Highgate Renovation Agreement* which must be signed by the unit Owner and the Corporation before any renovation can commence.
- b. The Owner must submit a plan for the renovation with the working drawings. The Corporation will review those drawings. The review may include a site visit with the Superintendents.
- c. The Owner is solely responsible for the cost of the renovation, the required insurance and any damages that might occur. Once the renovation is completed, the Owner is responsible for maintaining the unit in good condition.

- d. A security deposit is required before renovations can begin. The security deposit is required to protect the Corporation against damage to the Common Elements. The amount of the security deposit and the form of the payment will be determined by the Corporation.
- e. The Owner must provide the Corporation with a timeframe within which the renovation is to be completed. The Corporation will then determine the date when the renovation can commence. The renovation needs to be completed at the date stated in the *Renovation Agreement*.
- f. The Owner must obtain all the required building permits required by the City of Toronto before commencing the renovation and present these to the office.
- g. The renovation must comply with all applicable laws, codes and Regulations.
- h. All work and delivery of goods, equipment and materials shall be carried out on the premises between Monday and Friday and only between the hours of 8:30 a.m. and 4:00 p.m. No renovation shall be carried out on Saturdays, Sundays and holidays.
- i. All construction material must be stored in the unit undergoing renovation.
- j. All electrical work must be completed by a licensed electrician.
- k. All plumbing work must be carried out by a licensed plumber.
- l. All the names of contractors and their workers must be provided to the Management Office. The Condominium Manager will arrange for them to have access to the site. All contractors and their Staff shall not be in the building except during the permitted construction hours. Contractors and their staff must use the designated elevators to transport materials and personnel. No material or supplies are to be transported through the front doors of the building.
- m. Any Common Elements or exclusive use Common Elements that are affected by the renovation work must be restored to the original condition to the satisfaction of the Corporation.
- n. The Owner must arrange for any construction waste to be removed from the site at his/her expense. Under no circumstances is construction waste to be disposed of down the garbage chutes or deposited in the moving room.
- o. No door giving access to the building shall be kept open other than when actually in use.

- p. No apparatus, scaffolds or hoisting devices shall be left in an unsafe or unattended manner.
- q. There will be no interruption of the Corporation's supply of electrical, water or other services, except at a time specified by the Condominium Manager.
- r. Contractors shall be notified that Highgate is a smoke-free building which includes balconies.
- s. If the renovation plan calls for a change to existing flooring, the unit Owner must ensure that an acoustical barrier of **IIC 70 or better** is installed. Notwithstanding, the Corporation may require a higher standard. In the event there are noise complaints after the renovation, the Corporation may require additional under padding or carpeting on up to 85% of the floor surfaces.
- t. Once renovations are completed, it is the responsibility of the Owner's contractor to ensure that all common areas, including but not limited to corridors, elevators, and the moving room, are left in a clean and tidy condition.
- u. The Owner shall consent to Corporation Staff entering the unit for the purposes of inspecting the renovation and to confirm compliance with the Renovation Agreement at any time that work is being done and/or workers are present in the unit.
- v. The Owner will indemnify and save the Corporation harmless from all claims, actions or causes of actions that might arise by any reason of any or all of the installation, maintenance and repair of the renovation, including the insurance deductible paid by the Corporation. Owners must provide the Corporation with proof of contractor's insurance coverage naming MTCC #638 as an additional insured party. This must be submitted to the Corporation prior to work commencing. In addition, all contractors must supply a certificate of clearance from the Workmen's Compensation Board to the Owner and the Corporation.
- w. If there are any complaints from Residents that the renovation creates a noise problem or any other disturbance, or the Owner is in breach of his/her obligations under the *Renovation Agreement*, the Board may, by written notice to the Owner, require the Owner to remedy the breach. This may include cancellation of the permission to renovate and require the Owner to remove the renovation and restore the unit and/or Common Elements to the original condition at the sole expense of the Owner.
- x. If the Owner fails to remedy the breach, as required by the Corporation, within 10 days of receipt of notice of the breach, the deposit submitted in accordance with this agreement, if it has not been returned, shall be forfeited to the Corporation and the Corporation may remedy the breach.

- y. If the deposit has been returned to the Owner, any expense and costs incurred by the Corporation in remedying the breach will be charged back to the Owner.

**B. Requirements and Restrictions during Renovations**

- a. There is to be no alteration of any kind to the concrete load bearing walls in the unit and the surrounding common areas.
- b. There will be no alteration of electrical conduits, telephone and television lines servicing other units.
- c. In the event the renovation plan calls for the relocation of electrical wiring or outlets, the Owner is required to file with the Corporation a "passed" electrical permit from the Electrical Safety Authority.
- d. When replacing or modifying baseboards, care needs to be exercised because cable TV wires may be concealed beneath them.
- e. Any renovations to in-suite plumbing must comply with the following:
  - i. All plumbing work must comply with the Ontario Plumbing code for condominiums;
  - ii. No plastic plumbing is permitted anywhere; only copper piping and brass fittings are permissible;
  - iii. All valves must be easily accessible;
  - iv. All drain work for new plumbing fixtures must be installed above the concrete floor slab surface;
  - v. All bathroom sinks are to be equipped with an overflow;
  - vi. If toilets are to be replaced, they must be replaced with a 6-litre flush model;
  - vii. Under no circumstances is the concrete wall or floor to be chipped out to allow for a new drainage system;
  - viii. No water lines or drainage shall extend more than 5 feet in one direction from the sources in the wall;
  - ix. No valve or water control device is to be installed that will either impede or restrict the designed flow of water to the units;
  - x. Washing machine and dishwasher discharge is restricted to the dedicated stack/drain designed for that specific purpose.
  - xi. During kitchen renovations, it is highly recommended that garburators be permanently removed.
- f. Any changes to the ventilation duct in the suite must be smooth metal to avoid lint and other particles from accumulating.



- g. In the event that HVAC duct work alteration is planned, a building permit must be obtained from the City of Toronto. Drawings and the permit must be filed with the Corporation. Fan coil units themselves are not to be removed.
- h. There is to be no alteration to any part of the fire alarm system, including speakers and/or wiring, by the in-suite contractors. Painting of the speakers is not permitted.
- i. There is to be no alteration or modification of the exhaust fans and their associated ductwork.
- j. If kitchen renovations are planned, the existing original exhaust fan and fan housing must be removed and replaced during renovation. Any renovation should reduce the number of elbows in the ducts if possible.
- k. There are to be no changes to the balconies of the suites.
- l. No sign, advertisement or notice shall appear outside the building or on Common Elements save and except for signs, advertisements or notices placed on the bulletin boards and authorized by the Management Office.
- m. No television antenna, satellite dish, aerial, tower or similar structure shall be erected on or fastened to any of the Common Elements, including exclusive use Common Elements. No building, structure or tent shall be erected, located or stored on the Common Elements including exclusive use Common Elements.
- n. No Resident shall disconnect, tamper with, alter or repair any fire safety device such as a smoke alarm, fire safety speakers, heat detectors, fire pull stations or any other related fire equipment, including signs.

## **15. SCREENS, WINDOWS AND WINDOW FILM**

- a. The repair of windows and screens in the suites are the responsibility of the Corporation. Repairs required due to damage or misuse caused by the Resident will be charged back to the Owner. Missing screens are the responsibility of the Owner to replace.
- b. The windows in the individual units are exclusive-use Common Elements. The Board of Director's mandate is to ensure the uniformity of outside presentation and, as such, regulates the nature of any repairs, modifications or treatment of the windows.
- c. Only window coverings that are white, off-white or ivory in color when visible from the outside, are permitted. Nothing whatsoever shall be placed, installed, hung or affixed in any window area that, when seen from the outside, disrupts the uniform appearance of the building.

- d. Window film is not permitted anywhere.
- e. Window fans and window air conditioners are not permitted to be mounted in or on the windows.

#### 16. SHORT-WAVE RADIOS AND OTHER WAVE-LENGTH COMMUNICATION DEVICES

- a. Any radio wave transmission device that has the effect of interfering with the normal reception of other electronic receiving devices is banned from the premises.
- b. Residents who do not remove those devices after receiving a written warning from the Management Office will be liable for the cost of the Corporation removing them.
- c. Highgate uses federally licensed radio communication between its employees. Deliberate monitoring of those privileged communications by a Resident may be a federal offence and be subject to penalties or fines.

#### SECTION 8----SOLICITING

- a. No business or commercial solicitation, advertising, canvassing or distribution of flyers either by businesses or individuals, including Residents, is permitted at Highgate without the prior written approval of the Board of Directors and/or the Manager.
- b. Residents are permitted to advertise items of personal use on the Library bulletin board with permission from the Management Office.
- c. With respect to school board, municipal, provincial and federal elections, please note that section 118 of the Condo Act states:

*No Corporation or employee or agent of a Corporation shall restrict reasonable access to the property by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly or an office in a municipal government or school Board if access is necessary for the purpose of canvassing or distributing election material.*

## SECTION 9----ENFORCEMENT OF RULES

- a. All Residents have a duty to ensure that these rules are observed by anyone living in our community. When a rule is not being observed, Residents are asked to report the matter to either the Management Office or the Gatehouse. Residents are not permitted to enforce the rules themselves.
- b. The Manager, Superintendents and Security Officers are authorized to act on behalf of the Corporation to enforce the *Highgate Rules and Regulations*. The Manager, Superintendent and Security Officers are also authorized to restrict Guests/Visitors or Residents from using facilities if the rule is not observed.
- c. The *Highgate Rules and Regulations* apply to, but are not limited to, all present and future Residents, their families, Guests/Visitors, invitees, agents, employees and contractors, as provided for in Section 119 of the Condo Act, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the Bylaws, and the rules and regulations of the Corporation.
- d. In addition to all other means of enforcement available to the Corporation, attention is directed to Section 134 of the Condo Act which provides that a duty imposed by the Act, the Declaration, By-laws or the rules may be enforced by an order of Court directing the performance of the duty.
- e. Any loss, cost or damages incurred by the Corporation by reason of a breach of any of the *Highgate Rules and Regulations* by any Owner, his/her family, Guests/Visitors, servants, agents or occupants of his/her Residential Unit shall be charged back to the Owner as a common expense and may be recovered by the Corporation in the same manner as common expenses.



## Form 4 - Land Registration Reform Act

D

AT 4720215 CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 3 pages	
OCT 30 2017 LAND REGISTRAR 16:33  <i>Katherine Cee</i>		(3) Property Identifier(s) Block Property 11638-0001 to 11638-0604, inclusive Additional: See Schedule <input checked="" type="checkbox"/>	
(4) Nature of Document Notice of Change of Address (under Section 108 of the Condominium Act, 1998)		(5) Consideration  Dollars \$	
(6) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Corporation No. 638, together with its appurtenant common interest.  City of Toronto Land Title Division of the Toronto Registry Office No. 66		(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
(8) This Document provides as follows: See Notice of Change of Address and Resolution attached			
Continued on Schedule <input type="checkbox"/>			
(9) This Document relates to Instrument number(s)			
(10) Party(ies) (Set out Status or Interest) Name(s) Metropolitan Toronto Condominium Corporation No. 638 (Applicant) By its solicitors, Shibley Righton LLP		Signature(s) Per: <i>Warren Kleiner</i> Warren Kleiner (I have authority to bind the Corporation)	
(11) Address for Service c/o Shibley Righton LLP, 700-250 University Avenue, Toronto, ON M5H 3E5		Date of Signature Y M D 2017 10 27	
(12) Party(ies) (Set out Status or Interest) Name(s) John S. Sidle- Vice President Morris Langer- Treasurer		Signature(s)   	
(13) Address for Service		Date of Signature Y M D	
(14) Municipal Address of Property multiple		(15) Document Prepared by: Warren Kleiner Shibley Righton LLP 700-250 University Avenue Toronto, ON M5H 3E5	
		Fees and Tax Registration Fee    Total	

- 2 -

**FORM 2***Condominium Act, 1998***NOTICE OF CHANGE OF ADDRESS**  
(under section 108 of the *Condominium Act, 1998*)

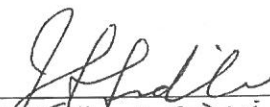
**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638** gives notice  
that it changes:

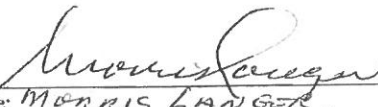
Its address for service to: **c/o Management Office  
1 Concorde Place  
Toronto, ON M3C 3K6**

Its mailing address to: **c/o Management Office  
1 Concorde Place  
Toronto, ON M3C 3K6**

Dated this 21<sup>st</sup> day of October, 2017.

**METROPOLITAN TORONTO  
CONDOMINIUM CORPORATION NO. 638**

Per:   
Name: **JOHN S. SIDAK**  
Title: **VICE PRESIDENT**

Per:   
Name: **MORRIS LANGER**  
Title: **Treasurer**

I/we have authority to bind the Corporation.



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**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 638**  
**c/o Property Management Office**  
**1 Concorde Place**  
**Don Mills, Ontario**  
**M3C 3K6**

## **SCHEDULE OF AGREEMENT**

### **SERVICE**

### **SUPPLIER**

#### **SECTION 111** **SECTION 112**

**Property Management**

**Crossbridge Condominium Services**

#### **SECTION 113**

Building Insurance  
Elevators  
Exercise Room  
Fire Alarm System  
Fire Alarm Monitoring  
Garage Doors  
Gas Agency Agreement  
Generator Maintenance  
Mechanical Systems Contract  
Pest Control  
Security  
Snow Removal/Landscaping  
Telephone  
Cable TV

Atrens-Counsel Insurance Brokers Inc.  
ThyssenKrupp  
Exerfix  
Trace Electric  
ADT Systems  
Begley Overhead Doors Ltd.  
Enbridge Gas  
Total Power  
Carrier Canada  
The Steritech Group Corporation  
Paragon Security  
R. C. Landscaping  
Bell Canada  
Rogers Cable



## NOTIFICATION TO ALL OWNERS RE: ASBESTOS IN PREMISES

May 1, 2018

To: Owners of Highgate, 1 & 3 Concorde Place

Dear Owner(s):

To ensure compliance with the requirements of Ontario Regulation 278/05 – *Asbestos on Construction Projects and in Buildings and Repair Operations* (O. Reg. 278/05), made under the *Occupational Health and Safety Act*, M.T.C.C. #638 retained a well-known environmental consulting firm, Golder Associates, to provide advice and conduct an asbestos-containing materials (ACM) survey of the buildings at 1 & 3 Concorde Place (Highgate). The purpose of the survey was to identify any ACM in order to manage it, if identified, in accordance with O. Reg. 278/05.

ACM were commonly used in building construction, particularly prior to 1986, because of the unique characteristics of asbestos, including strength, heat resistance and chemical resistance. We are advised by our environmental consulting firm that it is only ACM that are in poor condition, in a "friable" state (i.e. material that can be crumbled, pulverized or powdered by hand pressure or is crumbled, pulverized or powdered), mishandled or mismanaged that represent a potential exposure risk. Accordingly, the aim of a formal identification and management program is to ensure that existing ACM that are left in place are not allowed to deteriorate or be handled in a way that will create that risk.

Based on the findings of the ACM survey and in order to comply with the requirements of O. Reg. 278/05, M.T.C.C. #638 has developed and implemented an Asbestos Management Program (AMP) for The Highgate. As part of the AMP, this letter is being provided as notification to residents of the presence of asbestos-containing *non-friable joint compound on drywall walls* and *non-friable texture coat on ceilings* within the suites at The Highgate.

One of the main elements of the AMP requires your cooperation. In order to ensure the continued proper maintenance and management of the ACM by M.T.C.C. #638, it is important that you seek and obtain M.T.C.C. #638's approval if you intend to undertake or arrange any maintenance, renovation or other work that may disturb ACM. Under O. Reg. 278/05, it is the owner's responsibility to notify any contractors whom they may retain to conduct such work, of the presence of ACM in their suite.

Also, M.T.C.C. #638 shall require access to your suite to conduct annual routine inspections, as required by O. Reg. 278/05. You will be contacted well in advance when access to your unit is required.

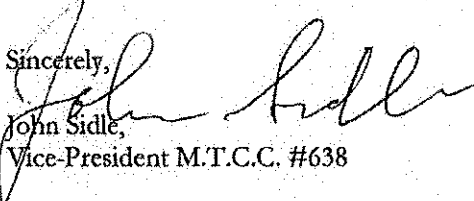
1 & 3 Concorde Place, Toronto, ON – AMP, Version 1.0, 2018 Page 1

Finally, we require that you provide this information to any other person in possession of or occupying any portion of your unit.

We are committed to continuing to provide a safe environment for all our residents. Please contact Management Office if you observe damaged drywall walls or ceiling texture coat in your suite, in order that repairs can be made safely and promptly.

Responses to "Frequently-Asked Questions" have been attached to this letter. If you require additional information or have questions, please do not hesitate to contact Management Office.

Sincerely,

  
John Sidle,

Vice-President M.T.C.C. #638

Attachments: Asbestos Management Plan (AMP) for Residents  
Responses to Frequently-Asked Questions  
Disclaimer



**ASBESTOS MANAGEMENT PLAN**  
*For Resident*

**Date: April 30, 2018**

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## 1.0 INTRODUCTION

This Site was constructed during a period when a fibrous mineral known as asbestos was commonly used in building materials due to its strength, heat resistance and chemical resistance. Asbestos-Containing Materials ("ACM") have been identified or are presumed to be present within Site.

While prolonged inhalation, or inhalation of high concentrations, of airborne asbestos dust and fibres can present a health hazard, a study commissioned in the early 1980's by the Ontario Government to review health and safety matters related to asbestos generally concluded that the mere presence of asbestos within a building does not in itself pose a health risk to building occupants. It is only when asbestos is disturbed, by renovation or maintenance activities, for example, that fibres can be released and the risk of inhalation exposure increases.

As a result of this report, the Ontario Ministry of Labour implemented asbestos regulations (the current version is referred to as O. Reg. 278/05) pertaining to the ongoing management of asbestos. Building owners are required to develop and implement an *Asbestos Management Plan* ("AMP") on-site for buildings that have ACM. The plan sets out how these materials will be managed at the building, including inspection of the condition of ACM. The Corporation ("Owner") has developed and implemented an AMP for the building.

### 1.1 AMP Objectives

This AMP for residents has been prepared to inform them of the presence of ACM in their suites and advise them of their responsibilities in assisting with the safe management of ACM.

The main objectives of the AMP are to:

- ***Maintain existing ACM in a safe condition;***
- ***Prevent accidental disturbance of ACM;***
- ***Respond safely to emergencies involving disturbance of ACM; and,***
- ***Maintain regulatory compliance.***

## 2.0 BACKGROUND

### 2.1 Asbestos

Asbestos is the generic name for a group of naturally occurring fibrous minerals historically used in Canada and around the world for their insulating and fireproofing properties. Asbestos fibres, when disturbed, have a tendency to split along their length to create progressively thinner fibres. The thinner the fibre, the greater the tendency it has to become airborne and respirable.

Asbestos minerals belong to two major mineral groups:

**Amphiboles** – Characteristics include a straight appearance and fine, brittle fibres that can easily split and become airborne when disturbed. The main forms of Amphibole asbestos are:

- *Amosite*, also known as *Grunerite* or *brown asbestos*;
- *Crocidolite* or *blue asbestos*; and
- Other minerals including *tremolite*, *actinolite*, and *anthophyllite*.

**Serpentine** – Characteristics include a curly appearance greater thickness than amphiboles, good fibre flexibility. As such, they are considered to be more easily eliminated by the body's natural defence mechanisms than amphibole fibres. The main form of Serpentine asbestos is:

- *Chrysotile* or *white asbestos*. Chrysotile is the most common form of asbestos found in building products, and is the type of asbestos that has been found in the drywall joint compound and texture coat at Site.

### 2.2 Asbestos Products

Asbestos was mined and used commercially in North America since the late 1800's. It was added to a wide variety of products to strengthen them, to provide heat or electrical insulation, to offer fire or chemical resistance, and/or to absorb sound. It has been estimated that asbestos was once used in as many as three thousand products, including building construction materials such as mechanical insulation, fireproofing, ceiling texture coat, and drywall joint compound. These products have been installed in thousands of buildings throughout Canada, including Ontario.

Asbestos-containing building materials were commonly used up until 1973. Although legislation put an end to the production of friable (easily crumbled with hand strength) asbestos products in the late 1970's, some installation continued until the early 1980s. Non-friable (hard) asbestos can still be found in use today. Canada has recently announced that it will ban such use by 2018. This ban will not apply to asbestos that has already been installed in buildings.

The concentration of asbestos in ACM varied considerably based on the type and style of the material. The asbestos concentration in the texture coat and the joint compound on drywall seams at Site ranges between 1% to 2%, based on sampling to-date. This is considered to be a low concentration (that nonetheless requires ongoing management); for comparison, the Ontario regulatory definition of an ACM is one that contains 0.5% or more asbestos by dry weight.

### 2.3 Health Effects Related to Asbestos Exposure

Asbestos-related diseases are generally associated with occupational inhalation exposure to high levels of asbestos over an extended period of time. The risk of developing an asbestos-related disease increases as inhalation exposure increases.

Studies on workers in mines, factories and shipyards have shown that inhalation exposures to asbestos can lead to the following diseases:

- Asbestosis (pleural effusions and plaques);
- Lung Cancer; and
- Mesothelioma.

Studies have also shown that smoking increases the risk of disease, with smokers exposed to high levels of asbestos having a much greater chance of developing lung cancer than nonsmokers.

## **2.4 Removal vs. Ongoing Management of ACM**

Asbestos in good condition and left undisturbed will not present a health risk. The risks from asbestos occur when ACM is damaged or disturbed through deterioration, accidental damage, or general maintenance activities such as cutting, sawing, breaking and rubbing, whereby asbestos fibres become airborne and inhaled. Removal of ACM can itself result in a release of fibres and as such must be conducted following strict regulations. Removal is only recommended prior to anticipated disturbance or when the material is in poor condition. Therefore, managing and maintaining it in a good state of repair is often the first and best approach, and is used by thousands of landlords across the country.

## **3.0 REGULATORY REQUIREMENTS**

Health hazard concerns have prompted the development of federal and provincial legislation to restrict the use of asbestos and protect health and safety. Regulatory requirements include exposure limits to airborne asbestos, worker protection and personal hygiene, work-site controls to prevent the spread of contamination, worker training and medical programs, and disposal requirements.

Provincial regulations that pertain to asbestos include Ontario Regulation (O. Reg.) 278/05, which outlines specific requirements and procedures with regards to ongoing management of ACMs within a building, including work procedures for maintenance, renovation, or demolition work where ACM will or may be disturbed; O. Reg. 490/09, which provides special requirements for protection of workers in asbestos mining and asbestos processing industries; and Reg. 347 (R.R.O. 1990), which gives guidance on general waste management including asbestos waste. The transportation of asbestos-containing wastes is governed by the Federal Transportation of Dangerous Goods Regulations (SOR/2001-286) made under the Transportation of Dangerous Goods Act, 1992, which outlines the requirements for storage, handling, and transportation of such waste.

These regulations can be found online at:

[http://www.e-laws.gov.on.ca/html/regs/english/elaws\\_regs\\_050278\\_e.htm](http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_050278_e.htm).

[http://www.e-laws.gov.on.ca/html/regs/english/elaws\\_regs\\_090490\\_e.htm](http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_090490_e.htm).

[http://www.e-laws.gov.on.ca/html/regs/english/elaws\\_regs\\_900347\\_e.htm](http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_900347_e.htm).

<http://www.tc.gc.ca/eng/tdg/clear-tofc-211.htm>.

#### **4.0 PARTICIPANTS AND RESPONSIBILITIES**

##### **4.1 Residents**

In order to ensure ACM are managed safely in the building, **Residents** are responsible for:

- Notifying the Corporation/Management representative of any repairs or maintenance required to be done in their suite so as to permit operations and maintenance staff to conduct the work;
- Providing access upon advance request (resident will be contacted well in advance) to Corporation staff, property management staff or an Approved Consultant retained by the Corporation to conduct annual assessments of the condition of drywall joint compound and texture coat in their suite.

From time to time, where maintenance work within a suite requires disturbance of drywall joint compound or texture coat, the work area may need to be isolated and as such may not be accessible to resident while work is underway. As an example, if the work is scheduled for a bathroom, the bathroom would not be accessible while any work is being completed.

##### **4.2 Other Participants**

The "**AMP Program Manager**" has the primary responsibility for the administration of the AMP. At Site, the role of AMP Program Manager is taken on by the manager or trained designate, superintendents. Responsibilities include ensuring an inventory of the ACM at Site is maintained and updated annually; the condition of ACM is monitored on a regular basis and any damaged ACM is repaired; building operations and maintenance staff are notified of the ACM at Site, are appropriately trained regarding asbestos hazards and safe work procedures, and are provided appropriate respiratory and personal protective equipment when applicable; contractors are notified of the presence of ACM in their work areas and can demonstrate appropriate training; and resident are notified of the presence of ACM in their suites.

**Building operations and maintenance staff** are responsible for being aware of and avoiding disturbance of ACM in areas where they are working, actively participating in asbestos training, following safe work procedures and wearing appropriate PPE if they are required to disturb ACM, and notifying their supervisor and the AMP Program Manager of fibre release episodes or potential disturbances.

**Contractors** whose work may disturb or be in the vicinity of ACM are responsible for acknowledging awareness of ACM in the areas where they are working, demonstrating completion of appropriate asbestos-related training, following safe work procedures and wearing appropriate PPE, and notifying their supervisor and the AMP Program Manager of fibre release episodes or potential disturbances.

Approved consultants may also be retained by the Corporation to provide oversight of the contractor work.

#### **5.0 WORKING WITH ACM AT SITE**

Work related to asbestos, referred to as "asbestos operations", will be completed by trained professionals who must adhere to strict regulations when removing asbestos. For asbestos operations carrying an elevated risk of asbestos fibre release, a third-party consultant will assess and monitor the work. The consultant will not permit work to begin or will order any work underway to stop if the regulations are not being followed. The consultant will also conduct testing outside and inside the abatement area during and after the work to confirm that there are no elevated fibre levels. Given these precautions, people outside of the abatement area are not at risk for exposure to asbestos.

Asbestos operations are classified by law as "Type 1" (low risk), "Type 2" (moderate risk), and "Type 3" (high risk) operations.

- Type 1 operations include examples such as removal of small quantities of drywall containing drywall joint compound. Type 1 work may be completed by trained building staff using basic dust control measures, such as using a drop sheet and wet-misting to control dust.
- Type 2 and Type 3 operations, such as the repair or removal of ceiling texture coat will be completed by trained abatement professionals, who will use a variety of measures to control dust generation and minimize exposure risk.

Contact your manager if renovations are required whereby the identified ACM's will be disturbed.

END





## Asbestos FAQs

- **What is asbestos?** Asbestos is the generic name for a group of naturally occurring minerals historically used in Canada and around the world for their insulating and fireproofing properties. It has been estimated that asbestos was once used in as many as three thousand products, many of which included building construction materials such as mechanical insulation, fireproofing, ceiling texture coat, drywall joint compound, etc. These products have been installed in thousands of buildings throughout Canada, including Ontario.
- **What are the hazards of asbestos exposure?** The health hazards of asbestos exposure are associated with the inhalation of asbestos dust and fibres, which can potentially lead to lung illness and disease.
- **Does the presence of asbestos in a building or suite pose a risk to the occupants?** Not if asbestos-containing materials are left undisturbed. In the early 1980's a study was commissioned by the Ontario Government to review health and safety matters related to asbestos. This study generally concluded that the mere presence of asbestos within a building does not in itself pose a health risk to building occupants. It is only when asbestos is disturbed, by renovation or maintenance activities, for example, that fibres can be released and the risk of exposure increases. As a result of this report the Ontario Ministry of Labour implemented asbestos regulations (the current version is referred to as O. Reg. 278/05) pertaining to the ongoing management of asbestos.
- **Wasn't asbestos banned?** Not entirely. "Non-friable" (i.e. hard) materials are still used in some cases today. Canada has recently announced that it will ban such use by 2018. This ban will not apply to asbestos that has already been installed in buildings.
- **Is 1% asbestos a high concentration?** Some of the more common building materials that may contain asbestos include ceiling texture coat and joint compound on the seams of drywall walls. These building materials typically contain an asbestos concentration in the range of 1%. The Ontario regulatory definition of an asbestos-containing material is one that contains 0.5% or more asbestos by dry weight. A material that contains 1% asbestos is therefore considered to have a low concentration; however, it does require ongoing management.
- **What is asbestos management?** Building owners are required to develop and implement an asbestos management plan on-site for buildings that have asbestos-containing materials. The plan sets out how these materials will be managed at the building, including inspection of the condition of asbestos-containing materials in the building.
- **Is there an asbestos management plan for this Site?** Yes, an asbestos management plan is in place. From time to time this plan will be reviewed and updated by the building owner.
- **Wouldn't it be better to remove all of the asbestos from my suite or the building?** Asbestos in good condition and left undisturbed will not present a health risk. The risks from asbestos occur when it is damaged or disturbed whereby asbestos fibres become airborne and inhaled. Removal of asbestos-containing materials can itself result in a release of fibres and as such must be conducted following strict regulations. Removal is only recommended prior to anticipated disturbance or when the material is in poor condition. Therefore, managing and maintaining it in a good state of repair is often the first and best approach, and is used by thousands of landlords across the country.
- **How do I know asbestos abatement in a building is being done safely?** Work related to asbestos, referred to as "asbestos operations", will be completed by trained professionals who must adhere to strict regulations when removing asbestos. For asbestos operations carrying an elevated risk of asbestos fibre release, a third-party consultant will assess and monitor the work. The consultant will not permit work to begin or will order any work underway to stop if the regulations are not being followed. The consultant will also conduct testing outside and inside

## Asbestos FAQs

the abatement area during and after the work to confirm that there are no elevated fibre levels. Given these precautions, people outside of the abatement area are not at risk for exposure to asbestos.

- **What precautions are required when working with asbestos?** Asbestos operations are classified by law as "Type 1" (low risk), "Type 2" (moderate risk), and "Type 3" (high risk) operations.
  - Type 1 operations include examples such as drywall joint compound removal. Type 1 work may be completed by trained building staff using basic dust control measures, such as using a drop sheet and wet-misting to control dust.
  - Type 2 and Type 3 operations, such as the repair or removal of ceiling texture coat will be completed by trained abatement professionals, who will use a variety of measures to control dust generation and minimize exposure risk.]
- **Will I need to be out of my suite during asbestos removal?** Not necessarily. It depends upon the work being completed and the areas affected. As an example, if the work is scheduled for a bathroom, the bathroom would not be accessible while any work is being completed.
- **I need to change a lightbulb or hang a picture; what do I do?** It's always best to ask your tenant services representative. Property Management personnel have completed asbestos awareness training and can assist you with your questions.
- **How can I help to ensure asbestos is managed safely in the building?** The building owner is required to have asbestos-containing materials in the building inspected periodically. This means that Property Management or a consultant will enter your suite from time to time (typically annually) to inspect the condition of building materials. In accordance with your tenancy agreement, you must notify Property Management of any repairs or maintenance required to be done in your suite so as to permit them to conduct the work.
- **Where can I find more information?** There are several sites where you can obtain additional information. Here are some examples:
  - <https://www.ccohs.ca/oshanswers/chemicals/asbestos/home.html>
  - <http://healthycanadians.gc.ca/healthy-living-vie-saine/environnement-environnement/air/contaminants/asbestos-amiant-eng.php>
  - <https://www.labour.gov.on.ca/english/hs/faqs/asbestos.php>

## **DISCLAIMER AND LIMITATION OF LIABILITY**

The information contained in this Information Package is intended for general use and may not be applicable to every circumstance. It is not a complete guide to regulatory and legal requirements and does not relieve persons who use this information from their responsibilities under applicable legislation, laws and industry accepted guidelines, standards and practices. Opinions, conclusions and directions expressed in this Information Package should not be construed as legal advice.

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