



March 11, 2022

**RE:** Suite 0401 Unit 1 Level 4, Parking PB-40 Unit 40 Level B of  
Toronto Standard Condominium Corporation No. 1625

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 [Toronto Standard Condominium Corporation No. 1625, c/o Crossbridge Condominium Services Ltd., 255 Richmond Street East, Toronto, ON M5A 4T7](#) or by email to [SpaceLofts@crossbridgecs.com](mailto:SpaceLofts@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 with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink that reads "Daniel Fama". The signature is written in a cursive, flowing style.

Daniel Fama  
Property Manager

Enclosures

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

**Toronto Standard Condominium Corporation No. 1625** (known as the "Corporation") certifies that as of the date of this certificate:

**General Information Concerning the Corporation**

1. Mailing address: TSCC 1625 - Space Lofts  
c/o Crossbridge Condominium Services Ltd.  
255 Richmond Street East  
Toronto, ON M5A 4T7
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: Lorraine Gabell,

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Angelique Julia Bernabe	Director	Same Above	
Elizabeth Bamford	President	Same Above	
Meena Rangan	Secretary	Same Above	
Adil Mirza Dharassi	VP & Treasurer	Same Above	
		Same Above	

**Common Expenses**

5. The owner of Suite 0401 Unit 1 Level 4, Parking PB-40 Unit 40 Level B at 255 Richmond Street East, Toronto, ON M5A 4T7 of Toronto Standard Condominium Corporation No. 1625, 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

*(if the Corporation is any condominium corporation but a common elements condominium corporation: the unit)*

6. A payment on account for the unit for Common Expense Contribution charges of \$622.57 for a total fee of \$622.57 is due on 01 Apr 2022 for the period 01 Apr 2022 to 30 Apr 2022. 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.

(Modify or strike this clause if it does not apply]

~~In addition to the above, if applicable, the unit owner is responsible for the cost of all in-suite hydro, thermal and/or water which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, [insert name of provider here] at [insert contact information here] to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.~~

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.

## **Budget**

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, 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. A surplus or a deficit is undetermined at this time.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. 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.
12. The corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s), except:
  - a) 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).
  - b) It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget (see 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.
  - c) "On November 1, 2019, amendments to the Ontario Rebate for Electricity Consumers Act, 2016 (ORECA) came into force making the common area hydro account ineligible for the Ontario Electricity Rebate of 18.9%. If there is no legislated change, the current rates for the common area hydro account will increase by 18.9% after October 31, 2022

## **Reserve Fund**

13. The Corporation's reserve fund amounts to \$ 2,639,657.02 (unaudited) as of [January 31, 2022](#).
14. The most recent Reserve Fund Study conducted by the Board is a [Reserve Fund Study update with site visit](#), dated [December 6, 2018](#) and has been prepared by [Remy Consulting Engineers Ltd.](#). The next reserve fund study will be conducted before [August 1, 2022](#).
15. N/A

16. The board has sent to the owners a notice dated [December 6, 2018](#) 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 was 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.
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 for the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

### **Legal Proceedings, Claims**

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
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.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. 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*.

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

23. 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.

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 and mention them in the list of documents forming part of this certificate.)]~~

## Leasing of Units

24. 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 77 unit/s was/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*. **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 insurance policy should also 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 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 applications, 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 **December 6, 2018** 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.

This Status Certificate is valid subject to all outstanding cheques/payments for this unit clearing the bank.

Crossbridge Condominium Services Ltd.  
 Agent acting on behalf of:  
 Toronto Standard Condominium Corporation No. 1625

*Daniel Fama* \*

Date March 11, 2022

Daniel Fama  
 Authorized Signing Officer  
 I have the authority to bind the Corporation

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

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

255 RICHMOND STREET EAST INC.  
(hereinafter called the "Declarant")

WHEREAS:

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions

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

- (a) "Bicycle/Storage Units" means Units 26 to 47, inclusive, on Level A; Units 51 to 77, inclusive, on Level B; Units 51 to 65, inclusive, on Level C; Units 6 to 18, inclusive, on Level D;
- (b) "Board" means the Corporation's board of directors;
- (c) "By-law(s)" means the by-law(s) of the Corporation enacted from time to time;
- (d) "Common Elements" means all the Property except the Units;
- (e) "Community Space Unit" means Unit 7 on Level 1;
- (f) "Corporation" or "Condominium" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (g) "Guest Suite Unit" means Unit 1 on Level 2;
- (h) "Locker Units" means Units 6 to 20, inclusive, on Level 2;
- (i) "Owner" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- (j) "Parking Units" means Units 1 to 5, inclusive and Units 7 to 25, inclusive, on Level A; Units 1 to 8, inclusive, Units 12 to 29, inclusive and Units 31 to 50, inclusive, on Level B; Units 1 to 9, inclusive, Units 12 to 29, inclusive, and Units 31 to 50, inclusive, on Level C; and Units 1 to 5, inclusive, on Level D;
- (k) "Parking/Storage Units" means Unit 6 on Level A; Units 9 to 11, inclusive, and Unit 30, on Level B and Units 10 and 11, inclusive, and Unit 30, on Level C;
- (l) "Residential Units" means Units 1 to 6, inclusive, on Level 1; Units 2 to 5, inclusive, on Level 2; Units 1 to 29, inclusive, on Levels 3, 4, 5 and 6 and Units 1 to 17, inclusive, on Level 7 to 12, inclusive;
- (m) "Rules" means the rules passed by the Board in accordance with the provisions of the Act;



- (n) "Unit" or "Units" means all portions of the Condominium designated as a unit, collectively, as the context may require.

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

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

1.5 Boundaries of Units and Monuments

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

Notwithstanding the boundaries set out in Schedule "C" annexed hereto, the following shall apply:

(a) Residential Units and Guest Suite Unit

Each Residential Unit and Guest Suite Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provide services to that particular Unit only. Also, a Unit shall include any stairs, which are entirely contained within the Unit and provide access between the floors of the Unit.

Notwithstanding anything hereinbefore provided to the contrary, each Residential Unit and the Guest Suite Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all concrete, concrete block or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular Unit as hereinbefore set out which supply service or support to another Unit(s) or the Common Elements.

(b) Parking Units, Parking/Storage Units

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

(c) Bicycle/Storage Units and Locker Units

Each Bicycle/Storage Unit and Locker Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete walls or load bearing walls or beams which may be located within any such Bicycle/Storage Unit(s) and Locker Unit(s).

(d) Community Space Unit

The Community Space Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment, as well as any branch piping to and including the shut off valves, which provide services to that particular Unit only.

Notwithstanding anything hereinbefore provided to the contrary, the Community Space Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus including all fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all concrete, concrete block or masonry partitions or load bearing walls or columns that lie within the boundaries of that particular Unit as hereinbefore set out which supply services or support to another Unit(s) or the Common Elements.

1.6 Common Interest and Common Expenses

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

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

The Corporation's address for service shall be 255 Richmond Street East, Toronto, Ontario or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be 255 Richmond Street East, Toronto, Ontario. The Corporation's municipal address is 255 Richmond Street East, Toronto, Ontario.

1.8 Approval Authority Requirements

*There are no conditions imposed by the approval authority to be included in this Declaration.*

1.9 Architect/Engineer Certificates

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

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

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

2.3 Utilities

Hydro, gas and water consumption are provided on a bulk basis to the Corporation and are not separately metered for the Residential Units. Accordingly, these rates are bulk metered to the Corporation as a whole, initially paid in bulk by the Corporation and recoverable from the Owners as part of their contribution toward common expenses. The Declarant or the Corporation may require private individual check meters to be installed in Units.

In the event that an Owner, by reason of his or her particular use and occupation of the Unit appears to consume hydro, gas and/or water services to a materially greater extent than other Owners, as reasonably determined by the Board, whose decision in this regard shall be final and binding, the Board may install a check meter at the sole cost of the Owner and the Owner

shall pay in addition to common expenses for the Unit, the excess utility costs as determined by the check meter (i.e. the value of consumption as determined by the check meter less the portion contributed on account of the utility consumption as part of the Common Expenses, if applicable), which payments are deemed to be additional contributions toward common expenses and recoverable as such.

2.4 Reserve Fund

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

2.5 Status Certificate

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

2.6 Community Space Unit

Due to the requirements of the City of Toronto and other utility suppliers water, hydro and gas consumption is not separately metered for the Community Space Unit. Accordingly, these utilities are bulk metered to the Corporation as a whole, initially paid in bulk by the Corporation and recoverable from the Owner(s) as part of their contribution toward common expenses.

Individual check meters may be installed for the Community Space Unit with respect to the consumption of the utilities and the Community Space Unit Owner(s) shall pay, in addition to common expenses for the Unit, the excess utility costs as determined by the check meters (i.e. the value of consumption as determined by the check meters less the portion contributed on account of the consumption of the particular utility as part of the Common Expenses), which payments are deemed to be additional contributions toward common expenses and recoverable as such.

ARTICLE III.

COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner, other than the Owner(s) of the Community Space Unit, has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws or the Rules of the Corporation;
- (b) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or

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- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to such Unit(s).

Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the building and, in particular, and without limiting the generality of the foregoing, for the purpose of installing or operating window washing equipment.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have a right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) No Unit Owner, other than the Declarant, shall be entitled to place or affix any matter or thing directly on the roof or on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.
- (c) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Residential Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.
- (d) No Owner, tenant, customer, invitee, supplier, agent, patron or employee from time to time of the Community Space Unit shall have any right of access or use of the Common Elements other than those portions, if any, required for the limited purpose of providing access to the Community Space Unit.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

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

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

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

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

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 $\frac{2}{3}$ %) percent of the Residential Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the

Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5 Declarant Rights

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

- (i) the Declarant or a related company, and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's or a related company's marketing, sales, leasing, construction and/or customer-service program(s) with respect to any unsold Units in this Condominium from time to time;
- (ii) the Declarant or a related company, and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/lease purposes, as well as model suites and one or more offices for marketing, sales, leasing, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/leasing/construction/customer-service office(s) and said model suites; and
- (iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress rights of the Declarant or a related company, and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

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

3.6 Pets

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

3.7 Visitor Parking

Fourteen (14) parking spaces located on Level A, of which one (1) is for handicapped parking, shall form part of the Common Elements and shall be for use by visitors to the Corporation. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to residents of the Corporation for the parking of their motor vehicles and shall not be used by Residential Unit Owners or by the Owner(s) of the Community Space Unit or by visitors, guests or invitees to the Community Space Unit, or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking spaces until such time as title to all Residential Units in this Corporation and the Parking Units have been conveyed by the Declarant.

ARTICLE IV.

UNITS

4.1 General Use

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

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- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.
  - (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules.
  - (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.
  - (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, by any Residential Unit Owner other than the Declarant, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld.

#### 4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for residential live/work purposes in accordance with the zoning by-law and for no other purpose provided that notwithstanding any zoning by-law to the contrary, no use contemplated by the "live/work" concept shall be permitted save and except for offices, studios and multi-media operations solely as an ancillary use to the predominant use as a residential dwelling. It is the Declarant's intent that the residential use, contemplated by the live/work concept, in the Residential Units shall be an integral component of the life and operation of the Corporation and accordingly, no condition shall be permitted to exist and no activity shall be carried on in any Unit and in or upon the Common Elements that will unreasonably interfere with the residential use and enjoyment by other Owners. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit for the marketing of Units in this Corporation or in any other project being developed by the Declarant or its affiliates, until all Units in the Corporation have been conveyed by the Declarant, or its related companies.

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- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, save that each Residential Unit Owner may apply a four (4") inch high metal strip to the suite entrance door in accordance with design standards approved by the Board. Residential Unit Owners shall be entitled to engrave the suite number, occupant's name, company name and/or logo on the metal strip. This provision shall not apply to the Declarant who shall be permitted to erect signage for the marketing of the Corporation and other developments of the Declarant or its affiliates.
  - (c) No animal, livestock or fowl of any kind other than one (1) general household domestic pet, being a cat, a dog, or canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation, shall be permitted in any Unit.
  - (d) Save as otherwise provided for in this Declaration, no Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
  - (e) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit or the Common Elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit or the Common Elements is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, then the Board may take such steps as it deems necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis.
  - (f) Save as otherwise provided in this Declaration, no boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, 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 Board, 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 the surface of any wall, floor or ceiling which is within any Unit.
  - (g) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Units are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable conditions to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
    - (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or

- (b) where he or she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
  - (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (b) the provisions of the By-Laws and the Rules of the Corporation and the conditions, if any, of approval by the Board; and
  - (b) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the Residential Units and the adjoining Residential Unit thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.
- (vi) This subparagraph (g) shall not apply to the Declarant who shall have absolute discretion to effect any and all work to complete the Units and/or repair same pursuant to its warranty obligations.

#### 4.3 Parking Units and Parking/Storage Units

- (a) Each Parking Unit and Parking/Storage Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation, provided that the storage component of the Parking/Storage Units may only be used for the storage of non-hazardous materials and shall not constitute a danger or nuisance to the residents, the Units or the Common Elements. It shall be the responsibility of the Parking Unit and Parking/Storage Unit Owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units and Parking/Storage Units shall not park more than one motor vehicle within the boundaries of such Parking Unit and Parking/Storage Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit or a Parking/Storage Unit protrude beyond the boundaries of the Parking Unit or a Parking/Storage Unit and concomitantly encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit or Parking/Storage Unit in a clean and sightly



condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units and Parking/Storage Units.

- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Unit and Parking/Storage Unit which right shall continue until such time as all Residential Units, Parking Units and Parking/Storage Units in the Corporation have been conveyed by the Declarant.
- (c) Notwithstanding the provisions of this section, in the event that the Corporation becomes the Owner of certain of the Parking Units and Parking/Storage Units, the Board of Directors may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by a majority of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Parking Units and Parking/Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, lease, transfer, assignment or other conveyance of any Parking Unit and Parking/Storage Units shall be made only to the Declarant, to the Corporation or to any owner of a Residential Unit or the Community Space Unit in this Corporation. Parking Units and Parking/Storage Units may be leased to tenants in actual occupation of Residential Units and the Community Space Unit, subject to the provisions in this Article IV of the Declaration.
- (e) Parking Units are subject to a right of access over, along and upon such Parking Units at all times, when necessary, in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas of the Common Elements and for garage sweeping and repairs.

#### 4.4 Locker Units

- (a) Each Locker Unit shall only be used for the storage of non-combustible or non-hazardous materials and shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements. Each Unit Owner shall maintain his or her Locker Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Locker Units which right shall continue until such time as all the Residential Units and Locker Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Locker Units, the Board of Directors may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate uses are in accordance with the requirements and the by-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Locker Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant, to the Corporation, or to any Owner or occupant of a Unit in this Corporation. Locker Units may be leased to tenants in actual occupation of Residential Units subject to the provisions of this Article IV of the Declaration.

#### 4.5 Bicycle/Storage Unit

- (a) Each Bicycle/Storage Unit shall only be used for the storage of bicycles and for the storage of such other items and materials as set out in the Rules from time to time, provided that such other items and materials shall be comprised of non-combustible materials and shall not constitute a danger or nuisance to the residents of the Corporation, the Units and the Common Elements. Each Unit Owner shall maintain his or her Bicycle/Storage Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Bicycle/Storage Units which right shall continue until such time as all the Residential Units and Bicycle/Storage Units have been conveyed.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Bicycle/Storage Units, the Board of Directors may, from time to time, designate the said Bicycle/Storage Units for alternate uses, provided that such alternate uses are in accordance with the requirements and the by-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Bicycle/Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of any Bicycle/Storage Unit shall be made only to the Declarant, to the Corporation, to any Owner or occupant of a Unit in this Corporation. Bicycle/Storage Units may be leased to tenants in actual occupation of Residential Units subject to the provisions of this Article IV of the Declaration.

#### 4.6 Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the Owners and tenants of the Residential Units in this Corporation and a service/cleaning charge will have to be paid, in advance for each night of occupancy thereof, in accordance with the Rules passed by the Board from time to time in connection therewith. The use of the Guest Suite Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the Rules of the Corporation in force from time to time.

The Corporation shall purchase from the Declarant the Guest Suite Unit for a purchase price of Sixty Thousand (\$60,000.00) Dollars inclusive of any applicable Goods and Services Tax. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "Mortgage") for the full purchase price payable on the following terms and conditions:

- (a) the Mortgage shall bear interest as hereinafter set out, however, no payments are to be made for the first year from the registration date of the Condominium;
- (b) the Mortgage shall bear interest at the rate of seven (7%) percent per annum, calculated semi-annually, not in advance, having a term and amortization of ten (10) years and commencing on the first anniversary of the date of registration of the Condominium and shall be repayable in consecutive blended monthly instalments on account of principal and interest of Six Hundred Ninety-Three Dollars and Fifty-Six Cents (\$693.56) commencing one month after the first anniversary of the registration date as aforesaid;
- (c) the Mortgage shall be fully open and may be prepaid in full or in part without notice or bonus.

The actual transfer of ownership of the Guest Suite Unit by the Declarant to the Corporation shall occur within one hundred and twenty (120) days after the date that the Corporation has been registered by the Declarant or such earlier date as the Declarant may determine in its sole and unfettered discretion.

All revenue from the Guest Suite Unit shall belong to the Corporation. The Corporation shall be responsible for and shall be obligated to pay all common expenses, if any, and all other expenses including, but not limited to, land transfer tax, realty taxes and utilities relating to the Guest Suite Unit.

#### 4.7 Community Space Unit

Subject to the prohibited uses set out in this paragraph 4.7, the Community Space Unit shall be occupied and used for the purposes of office and meeting space for such entity or entities that support and advance their work in heritage, community and economic and social development in accordance with and as permitted by the applicable by-laws of the City of Toronto or otherwise in accordance with and as permitted by any applicable by-laws, statutes, regulations and rules of any governmental authority having jurisdiction and subject to the approval of the Board, acting reasonably, and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from maintaining the Community Space Unit as a model for display and sale purposes. Notwithstanding the foregoing, the Community Space Unit shall not be operated between the hours of 10:00 p.m. and 7:00 a.m. In addition, the following and like uses are strictly prohibited:

- (i) needle exchange facility;
- (ii) drug counselling centre;
- (iii) drug rehabilitation centre;
- (iv) methadone facility;
- (v) community mental health centre;
- (vi) psychiatric facility;
- (vii) halfway house;
- (viii) parole office;
- (ix) crisis care facility;
- (x) hostel; or
- (xi) homeless shelter.

The owner of the Community Space Unit shall be permitted to affix a sign identifying the Community Space Unit on the inside of the windows, provided same shall not be illuminated and must be professionally made in keeping with a first class commercial establishment.

The Owner of the Community Space Unit is permitted, subject to the Act, to erect, remove or alter any internal walls or partitions within the Unit and to do any other work within the Unit that may be required, without the consent of the Corporation's Board provided that any such work does not affect load bearing walls and contain no service conduits that service any other Unit or the Common Elements otherwise the provisions of subparagraph 4.2(g) to the Declaration shall apply to the Owner of the Community Space Unit *mutatis mutandis*.

#### 4.8 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation;
- (b) If the lease of a Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (e) The term of any lease of a Parking Unit, (or similar unit used for parking purposes), Bicycle/Storage Unit or Locker Unit shall terminate immediately upon the tenant ceasing to reside in the Corporation.
- (f) The Board may set minimum lease terms at its discretion and in accordance with the Act.

#### 4.9 Sale/Lease of Guest Suite Unit

The Guest Suite Unit shall not be transferred, licensed, leased or otherwise conveyed without the consent of a majority of the owners of Residential Units in the Corporation at a general meeting of the Corporation duly called for that purpose.

ARTICLE V.

MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
  - (i) the interior surface of doors which provide the means of ingress to and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the patio, balcony or terrace, together with the patio, balcony or terrace itself which has been designated as an exclusive use area in respect of such Unit in a clean and slightly condition; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees and invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit;
  - (v) his or her Parking Unit and/or Parking/Storage Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said Units;
  - (vi) his or her Bicycle/Storage Unit and/or Locker Unit in a clean and slightly condition;
  - (vii) the exclusive use patio, balcony or terrace to which his or her Unit has exclusive use in a clean and slightly condition, including the maintenance and repair of all surfacing materials thereof; and
  - (viii) as well as, replace and repair, in respect of the Units, any system, appliance or fixture that serves his or her own Unit, including the heating, air conditioning and ventilation systems and equipment including thermostatic controls contained within and servicing the Owner's Unit (to and including the shut-off valve, if applicable) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his/her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (b) The Corporation shall make any maintenance and repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, such Owner shall be deemed to have consented to having said maintenance and repairs done by the Corporation, and such Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the

Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

- (c) The Owner(s) of the Community Space Unit shall be responsible for the maintenance and repair of all doors and windows serving the Community Space Unit.

5.2 Responsibility of Owner for Damage

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

5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall repair the Parking Units, Parking/Storage Units, Bicycle/Storage Units and Locker Units and maintain, and repair after damage, the Common Elements other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and where applicable, any exterior perimeter fences erected by the Declarant or the Corporation along the boundaries of the Property.
- (b) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.
- (c) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her unit, following damage to same caused by such Owner's negligence, or the negligence of his or her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees.

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.

INSURANCE

7.1 By the Corporation

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

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
  - (i) the Property and building, but excluding improvements made or acquired by an Owner; and

- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

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

(b) Policy Provisions

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

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

(c) Public Liability Insurance:

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

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

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit.

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

7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
  - (i) insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their households or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
  - (ii) public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
  - (iii) insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
  - (i) additional living expenses incurred by an Owner if forced to leave his or her Residential Unit by one of the hazards protected against under the Corporation's policy;
  - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

ARTICLE VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

8.1 The Corporation is authorized to 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 in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (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 mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other Corporation authorized 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.

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset 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 or replace, and if 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 to 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 a Certificate 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 at least twenty-five (25%) per cent of the building; or
  - (ii) there has been substantial damage to at least twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent 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 as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.



ARTICLE IX.  
DUTIES OF THE CORPORATION

- 9.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Condominium and the building;
  - (b) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sales/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration;
  - (c) to enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto or other governmental authorities);
  - (d) to accept and register the transfer/deed from the Declarant of the Guest Suite Unit and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance including all relevant mortgage documentation, all without cost to the Declarant;
  - (e) in the event that the Corporation decides to carry out a technical audit (the "Technical Audit") at any time within the first seven (7) years following the date of registration of the Declaration, then the Corporation shall have a duty to:
    - (i) permit the Declarant's authorized employees, agents and representatives to accompany (and confer with) the engineer(s) or consultant(s) retained to carry out the Technical Audit for the Corporation (the "Technical Engineer") while same is being conducted and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of same; and
    - (ii) permit the Declarant's authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Technical Engineer in connection with the Technical Audit (if the Declarant chooses to do so);
- for the purposes of facilitating and expediting the rectification and audit process (by bringing all matters requiring rectification to the immediate attention of the Declarant so that same may be promptly dealt with) and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Technical Engineer prior to the finalization of the Technical Audit;
- (f) to take all reasonable steps to collect from each unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses;
  - (g) to grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to sanction the foregoing; and
  - (h) to take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE X.

GENERAL MATTERS AND ADMINISTRATION

10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) The Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exist.
- (d) If an Owner shall not be personally present to grant entry to his or her Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (e) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit, Bicycle/Storage Unit and Locker Unit. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit, Bicycle/Storage Unit or Locker Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use Common Element areas appurtenant to such Owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (f) 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.

10.2 Invalidity

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

10.3 Waiver

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

10.4 Interpretation of Declaration

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

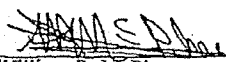
10.5 Headings


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

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

DATED at Guelph, this 20th day of May, 2004.

255 RICHMOND STREET EAST INC.

Per:  c/s  
Name: William R. McPhee  
Title: Treasurer

Per:  c/s  
Name: Jeff Grossing  
Title: Assistant Secretary

We have authority to bind the Corporation

SCHEDULE "A"

FIRSTLY:

In the City of Toronto, in the Province of Ontario, being composed of Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), according to a plan registered in the Registry Division of the Toronto Registry Office as the Town of York Plan, designated as PARTS 1 and 2, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-19334.

The southerly limit of Richmond Street East as confirmed under the Boundaries Act by Plan BA-788, registered as Instrument CT157877.

SUBJECT TO an easement in favour of Rogers Cable Inc., over Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), on the said Town of York Plan, designated as PARTS 1 and 2, on said Plan 66R-19334, for the purposes as set out in Instrument CA663938.

SUBJECT TO an easement in favour of Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), on the said Town of York Plan, designated as PARTS 1, 2 and 3, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-5152, (The Board of Governors of the George Brown College of Applied Arts and Technology), over Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), on the said Town of York Plan, designated as PART 2, on said Plan 66R-19334, for the purposes as set out in Instrument CA734343.

Being all of P.I.N. 21094-0040 (LT).

SECONDLY:

In the City of Toronto, in the Province of Ontario, being composed of Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), according to a plan registered in the Registry Division of the Toronto Registry Office as the Town of York Plan, designated as PARTS 3 and 4, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-19334.

The southerly limit of Richmond Street East as confirmed under the Boundaries Act by Plan BA-788, registered as Instrument CT157877.

SUBJECT TO an easement in favour of Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), on the said Town of York Plan, designated as PARTS 1, 2 and 3, according to a plan deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-5152, (The Board of Governors of the George Brown College of Applied Arts and Technology), over Part of Town Lot 5, on the south side of Duchess Street, (now known as Richmond Street East), on the said Town of York Plan, designated as PART 3, on said Plan 66R-19334, for the purposes as set out in Instrument CA734343.

Being all of P.I.N. 21094-0041 (LT).

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In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description set out above is correct, the easements hereinbefore described will exist in law upon registration of the declaration and description, and the declarant is the registered owner of the aforementioned lands and appurtenant easements hereinbefore described.

Harris, Sheaffer, LLP.  
duly authorized representatives of:  
255 RICHMOND STREET EAST INC.

Per:

  
\_\_\_\_\_  
Stephen M. Karr

SCHEDULE "B"

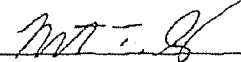
CONSENT

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

1. We, **THE BANK OF NOVA SCOTIA**, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number E487546 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 29th day of April, 2004.

**THE BANK OF NOVA SCOTIA**

Per:   
 Name: \_\_\_\_\_  
 Title: **R.T. Solomon, Director**  
**Corporate Banking - Real Estate**

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.

SCHEDULE "B"

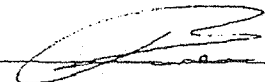
CONSENT

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

1. We, ST. PAUL GUARANTEE INSURANCE COMPANY and FEDERATED INSURANCE COMPANY OF CANADA, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number E534140 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. London Guarantee Insurance Company changed its name to St. Paul Guarantee Insurance Company by Amending Letters Patent dated December 19, 2002 and effective January 1, 2003, a notarial copy of which Amending Letters Patent was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on January 20, 2003 as Instrument No. AT83155.
3. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
4. We postpone the mortgages and the interests under them to the declaration and the easements described in Schedule "A" to the Declaration.
5. We are entitled by law to grant this consent and postponement.

DATED this 23<sup>rd</sup> day of April, 2004.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

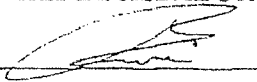
Ross A. Ewen  
Vice-President

Per:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Jim Emanoilidis  
Senior Underwriter, Team Leader

I/We have the authority to bind the Corporation.

FEDERATED INSURANCE COMPANY OF CANADA

Per:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

R.A. Ewen  
Attorney-in-Fact

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Parking Unit, Parking/Storage Unit, Bicycle/Storage Unit, Locker Unit and Community Space Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below and are illustrated on Part 1, Sheets 1 to 4 inclusive of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 6 inclusive on Level 1, Units 2 to 5 inclusive on Level 2, Units 1 to 29 inclusive on Levels 3, 4, 5 and 6, Units 1 to 17 inclusive on Levels 7, 8, 9, 10, 11 and 12).

2. BOUNDARIES OF THE GUEST SUITE UNIT

(being Unit 1 on Level 2).

a) Each Residential Unit and Guest Suite Unit shall be bounded vertically by:

- i) the upper surface and plane of the concrete floor slab.
- ii) the lower surface and plane of the concrete ceiling slab.

b) Each Residential Unit and Guest Suite Unit shall be bounded horizontally by:

- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from the Common Element.
- ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and all the unit side surface of the glass panels contained therein.
- iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 5 inclusive and 7 to 25 inclusive on Level A, Units 1 to 8 inclusive, 12 to 29 inclusive and 31 to 50 inclusive on Level B, Units 1 to 9 inclusive, 12 to 29 inclusive and 31 to 50 inclusive on Level C and Units 1 to 5 inclusive on Level D).

4. BOUNDARIES OF THE PARKING/STORAGE UNITS

(being Unit 6 on Level A, Units 9 to 11 inclusive and 30 on Level B and Units 10, 11 and 30 on Level C).

a) Each Parking Unit and Parking/Storage Unit shall be bounded vertically by:

- i) the upper surface and plane of the concrete floor slab.
- ii) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor.



- b) Each Parking Unit and Parking/Storage Unit shall be bounded horizontally by one or a combination of:
- i) the face and plane of the concrete/concrete block wall and/or the production thereof.
  - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
  - iii) the vertical plane established by the centre-line of columns and/or the production thereof.
  - vi) the vertical plane established by measurement.
  - v) the vertical plane established by measurement and perpendicular to the concrete wall.
  - vi) the vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
  - vii) the unit side surface and plane of the chain link mesh and frame with respect to the Parking/Storage Units.

5. **BOUNDARIES OF THE BICYCLE/STORAGE UNITS**

(being Units 26 to 47 inclusive on Level A, Units 51 to 77 inclusive on Level B, Units 51 to 65 inclusive on Level C and Units 6 to 18 inclusive on Level D).

6. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 6 to 20 inclusive on Level 2).

- a) Each Bicycle/Storage Unit and Locker Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab.
  - ii) the lower surface and plane of the chain link mesh and frame on the ceiling.
  - iii) the lower surface and plane of the concrete ceiling slab.
- b) Each Bicycle/Storage Unit and Locker Unit shall be bounded horizontally by one or a combination of:
- i) the face and plane of the concrete/concrete block wall and/or the production thereof.
  - ii) the backside surface and plane of the drywall sheathing.
  - iii) the unit side surface and plane of the chain link mesh and frame.
  - iv) the unit side surface and plane of the door and door frame, the said door being in a closed position.

# SCHEDULE D

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MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING	A	1	0.0528
	A	2	0.0528
	A	3	0.0528
	A	4	0.0528
	A	5	0.0528
	A	7	0.0528
	A	8	0.0528
	A	9	0.0528
	A	10	0.0528
	A	11	0.0528
	A	12	0.0528
	A	13	0.0528
	A	14	0.0528
	A	15	0.0528
	A	16	0.0528
	A	17	0.0528
	A	18	0.0528
	A	19	0.0528
	A	20	0.0528
	A	21	0.0528
	A	22	0.0528
	A	23	0.0528
	A	24	0.0528
	A	25	0.0528
	B	1	0.0528
	B	2	0.0528
	B	3	0.0528
	B	4	0.0528
	B	5	0.0528
	B	6	0.0528
	B	7	0.0528
	B	8	0.0528
	B	12	0.0528
	B	13	0.0528
	B	14	0.0528
B	15	0.0528	
B	16	0.0528	
B	17	0.0528	
B	18	0.0528	
B	19	0.0528	
B	20	0.0528	
B	21	0.0528	
B	22	0.0528	
B	23	0.0528	
B	24	0.0528	
B	25	0.0528	
B	26	0.0528	
B	27	0.0528	
B	28	0.0528	
B	29	0.0528	
B	31	0.0528	
B	32	0.0528	
B	33	0.0528	
B	34	0.0528	
B	35	0.0528	

# SCHEDULE D

29

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
	B	36	0.0528
	B	37	0.0528
	B	38	0.0528
	B	39	0.0528
	B	40	0.0528
	B	41	0.0528
	B	42	0.0528
	B	43	0.0528
	B	44	0.0528
	B	45	0.0528
	B	46	0.0528
	B	47	0.0528
	B	48	0.0528
	B	49	0.0528
	B	50	0.0528
	C	1	0.0528
	C	2	0.0528
	C	3	0.0528
	C	4	0.0528
	C	5	0.0528
	C	6	0.0528
	C	7	0.0528
	C	8	0.0528
	C	9	0.0528
	C	12	0.0528
	C	13	0.0528
	C	14	0.0528
	C	15	0.0528
	C	16	0.0528
	C	17	0.0528
	C	18	0.0528
	C	19	0.0528
	C	20	0.0528
	C	21	0.0528
	C	22	0.0528
	C	23	0.0528
	C	24	0.0528
	C	25	0.0528
	C	26	0.0528
	C	27	0.0528
	C	28	0.0528
	C	29	0.0528
	C	31	0.0528
	C	32	0.0528
	C	33	0.0528
	C	34	0.0528
	C	35	0.0528
	C	36	0.0528
	C	37	0.0528
	C	38	0.0528
	C	39	0.0528
	C	40	0.0528
	C	41	0.0528
	C	42	0.0528
	C	43	0.0528
	C	44	0.0528

# SCHEDULE D

30

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
	C	45	0.0528
	C	46	0.0528
	C	47	0.0528
	C	48	0.0528
	C	49	0.0528
	C	50	0.0528
	D	1	0.0528
	D	2	0.0528
	D	3	0.0528
	D	4	0.0528
	D	5	0.0528
BICYCLE/STORAGE	A	26	0.0169
	A	27	0.0169
	A	28	0.0169
	A	29	0.0169
	A	30	0.0169
	A	31	0.0169
	A	32	0.0169
	A	33	0.0169
	A	34	0.0169
	A	35	0.0169
	A	36	0.0169
	A	37	0.0169
	A	38	0.0169
	A	39	0.0169
	A	40	0.0169
	A	41	0.0169
	A	42	0.0169
	A	43	0.0169
	A	44	0.0169
	A	45	0.0169
	A	46	0.0169
	A	47	0.0169
	B	51	0.0169
	B	52	0.0169
	B	53	0.0169
	B	54	0.0169
	B	55	0.0169
	B	56	0.0169
	B	57	0.0169
	B	58	0.0169
	B	59	0.0169
	B	60	0.0169
	B	61	0.0169
	B	62	0.0169
	B	63	0.0169
	B	64	0.0169
	B	65	0.0169
	B	66	0.0169
	B	67	0.0169
	B	68	0.0169
	B	69	0.0169
	B	70	0.0169
	B	71	0.0169

# SCHEDULE D

31

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
	B	72	0.0169
	B	73	0.0169
	B	74	0.0169
	B	75	0.0169
	B	76	0.0169
	B	77	0.0169
	C	51	0.0169
	C	52	0.0169
	C	53	0.0169
	C	54	0.0169
	C	55	0.0169
	C	56	0.0169
	C	57	0.0169
	C	58	0.0169
	C	59	0.0169
	C	60	0.0169
	C	61	0.0169
	C	62	0.0169
	C	63	0.0169
	C	64	0.0169
	C	65	0.0169
	D	6	0.0169
	D	7	0.0169
	D	8	0.0169
	D	9	0.0169
	D	10	0.0169
	D	11	0.0169
	D	12	0.0169
	D	13	0.0169
	D	14	0.0169
	D	15	0.0169
	D	16	0.0169
	D	17	0.0169
	D	18	0.0169
PARKING/STORAGE	A	6	0.0697
	B	9	0.0697
	B	10	0.0697
	B	11	0.0697
	B	30	0.0697
	C	10	0.0697
	C	11	0.0697
	C	30	0.0697
122	1	6	0.4118
123	1	5	0.3611
124	1	4	0.3611
125	1	3	0.4023
126	1	2	0.4182
127	1	1	0.4182
COMMUNITY SPACE	1	7	0.2366
GUEST UNIT	2	1	0.0081
M2	2	2	0.3770
M3	2	3	0.4023
M4	2	4	0.4277

# SCHEDULE D

32

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
M5 LOCKERS	2	5	0.4594
	2	6	0.0169
	2	7	0.0169
	2	8	0.0169
	2	9	0.0169
	2	10	0.0169
	2	11	0.0169
	2	12	0.0169
	2	13	0.0169
	2	14	0.0169
	2	15	0.0169
	2	16	0.0169
	2	17	0.0169
	2	18	0.0169
	2	19	0.0169
	2	20	0.0169
201	3	1	0.4847
202	3	2	0.3897
203	3	3	0.3897
204	3	4	0.4023
205	3	5	0.3611
206	3	6	0.3611
207	3	7	0.6273
208	3	8	0.6273
209	3	9	0.3738
210	3	10	0.3897
211	3	11	0.4150
212	3	12	0.4182
213	3	13	0.4023
214	3	14	0.3611
215	3	15	0.3611
216	3	16	0.3897
217	3	17	0.4182
218	3	18	0.4182
219	3	19	0.3865
220	3	20	0.3865
221	3	21	0.4308
222	3	22	0.4118
223	3	23	0.3611
224	3	24	0.3611
225	3	25	0.4023
226	3	26	0.4182
227	3	27	0.4182
228	3	28	0.3897
229	3	29	0.4752
401	4	1	0.4847
402	4	2	0.3897
403	4	3	0.3897
404	4	4	0.4023
405	4	5	0.3611
406	4	6	0.3611
407	4	7	0.6273
408	4	8	0.6273
409	4	9	0.3738

# SCHEDULE D

33

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
410	4	10	0.3897
411	4	11	0.4150
412	4	12	0.4182
413	4	13	0.4023
414	4	14	0.3611
415	4	15	0.3611
416	4	16	0.3897
417	4	17	0.4182
418	4	18	0.4182
419	4	19	0.3865
420	4	20	0.3865
421	4	21	0.4308
422	4	22	0.4118
423	4	23	0.3611
424	4	24	0.3611
425	4	25	0.4023
426	4	26	0.4182
427	4	27	0.4182
428	4	28	0.3897
429	4	29	0.4752
601	5	1	0.4847
602	5	2	0.3897
603	5	3	0.3897
604	5	4	0.4023
605	5	5	0.3611
606	5	6	0.3611
607	5	7	0.6273
608	5	8	0.6273
609	5	9	0.3738
610	5	10	0.3897
611	5	11	0.4150
612	5	12	0.4182
613	5	13	0.4023
614	5	14	0.3611
615	5	15	0.3611
616	5	16	0.3897
617	5	17	0.4182
618	5	18	0.4182
619	5	19	0.3865
620	5	20	0.3865
621	5	21	0.4308
622	5	22	0.4118
623	5	23	0.3611
624	5	24	0.3611
625	5	25	0.4023
626	5	26	0.4182
627	5	27	0.4182
628	5	28	0.3897
629	5	29	0.4752
801	6	1	0.4847
802	6	2	0.3897
803	6	3	0.3897
804	6	4	0.4023
805	6	5	0.3611

# SCHEDULE D

34

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
806	6	6	0.3611
807	6	7	0.6273
808	6	8	0.6273
809	6	9	0.3738
810	6	10	0.3897
811	6	11	0.4150
812	6	12	0.4182
813	6	13	0.4023
814	6	14	0.3611
815	6	15	0.3611
816	6	16	0.3897
817	6	17	0.4182
818	6	18	0.4182
819	6	19	0.3865
820	6	20	0.3865
821	6	21	0.4308
822	6	22	0.4118
823	6	23	0.3611
824	6	24	0.3611
825	6	25	0.4023
826	6	26	0.4182
827	6	27	0.4182
828	6	28	0.3897
829	6	29	0.4752
1001	7	1	0.3295
1002	7	2	0.3738
1003	7	3	0.3992
1004	7	4	0.5227
1005	7	5	0.4657
1006	7	6	0.2313
1007	7	7	0.3548
1008	7	8	0.4752
1009	7	9	0.4752
1010	7	10	0.3548
1011	7	11	0.2313
1012	7	12	0.4340
1013	7	13	0.4467
1014	7	14	0.3992
1015	7	15	0.3738
1016	7	16	0.3738
1017	7	17	0.2661
1101	8	1	0.3295
1102	8	2	0.3738
1103	8	3	0.3992
1104	8	4	0.5227
1105	8	5	0.4657
1106	8	6	0.2313
1107	8	7	0.3548
1108	8	8	0.4752
1109	8	9	0.4752
1110	8	10	0.3548
1111	8	11	0.2313
1112	8	12	0.4340
1113	8	13	0.4467



# SCHEDULE D

35

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1114	8	14	0.3992
1115	8	15	0.3738
1116	8	16	0.3738
1117	8	17	0.2661
1201	9	1	0.3295
1202	9	2	0.3738
1203	9	3	0.3992
1204	9	4	0.5227
1205	9	5	0.4657
1206	9	6	0.2313
1207	9	7	0.3548
1208	9	8	0.4752
1209	9	9	0.4752
1210	9	10	0.3548
1211	9	11	0.2313
1212	9	12	0.4340
1213	9	13	0.4467
1214	9	14	0.3992
1215	9	15	0.3738
1216	9	16	0.3738
1217	9	17	0.2661
1401	10	1	0.3295
1402	10	2	0.3738
1403	10	3	0.3992
1404	10	4	0.5227
1405	10	5	0.4657
1406	10	6	0.2313
1407	10	7	0.3548
1408	10	8	0.4752
1409	10	9	0.4752
1410	10	10	0.3548
1411	10	11	0.2313
1412	10	12	0.4340
1413	10	13	0.4467
1414	10	14	0.3992
1415	10	15	0.3738
1416	10	16	0.3738
1417	10	17	0.2661
1501	11	1	0.3295
1502	11	2	0.3738
1503	11	3	0.3992
1504	11	4	0.5227
1505	11	5	0.4657
1506	11	6	0.2313
1507	11	7	0.3548
1508	11	8	0.4752
1509	11	9	0.4752
1510	11	10	0.3548
1511	11	11	0.2313
1512	11	12	0.4340
1513	11	13	0.4467
1514	11	14	0.3992
1515	11	15	0.3738

# SCHEDULE D

36

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1516	11	16	0.3738
1517	11	17	0.2661
PH 1	12	1	0.3295
PH 2	12	2	0.3738
PH 3	12	3	0.3992
PH 4	12	4	0.5227
PH 5	12	5	0.4657
PH 6	12	6	0.2313
PH 7	12	7	0.3548
PH 8	12	8	0.4752
PH 9	12	9	0.4752
PH 10	12	10	0.3548
PH 11	12	11	0.2313
PH 12	12	12	0.4340
PH 13	12	13	0.4467
PH 14	12	14	0.3992
PH 15	12	15	0.3738
PH 16	12	16	0.3738
PH 17	12	17	0.2661
		TOTAL	100.0000

## SCHEDULE "E"

## SPECIFICATION OF COMMON EXPENSES

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

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

SCHEDULE "F"

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

- a) the Owner(s) of Residential Unit 5 on Level 2, Units 1 to 11 inclusive and 22 to 29 inclusive on Level 3, Units 1 to 29 inclusive on Levels 4, 5 and 6, Units 1 to 4 inclusive and 13 to 17 inclusive on Level 7 and Units 1 to 17 inclusive on Levels 8, 9, 10, 11 and 12, shall each have the exclusive use of a balcony or balconies to which said Units provide direct and sole access.
- b) the Owner(s) of Residential Units 2, 3 and 4 on Level 2, Units 12 to 21 inclusive on Level 3 and Units 5 to 12 inclusive on Level 7, shall each have the exclusive use of a terrace to which said Units provide direct and sole access.
- c) the Owner(s) of Residential Units 1 to 6 inclusive on Level 1, shall each have the exclusive use of a patio to which said Units provide direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, numbered the same as the Unit with the prefix letter "P".

SCHEDULE "G"

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

(under clause 8(1)(c) of the *Condominium Act, 1998*)

I certify that: 255 RICHMOND STREET EAST, SPACE

~~[Strike out whichever is not applicable:~~

Each building on the property

OR

~~(in the case of an amendment to the declaration creating a phase:~~

~~Each building on the land included in the phase])~~

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

*(Check whichever boxes are applicable)*

- 1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4.  All underground garages have walls and floor assemblies in place.

OR

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

OR

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

OR

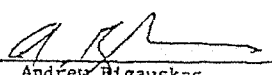
- There are no installations with respect to the provision of air conditioning.
- 9.  All installations with respect to the provision of electricity are in place.
- 10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- There are no indoor or outdoor swimming pools.

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

DATED this 26 day of April, 2004.

  
Name: Andrey Bigauskas  
Title: Architect of Engineer  
RAFAEL + BIGAUSKAS ARCHITECT INC.

HARRIS, SHEAFFER LLP  
BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE  
4100 YONGE STREET, SUITE 610, TORONTO, ONTARIO M2P 2B5  
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

41

September 9, 2004  
File No. 007101

Ministry of Consumer and Business Services  
Land Titles Division  
Metropolitan Toronto  
20 Dundas Street West  
4<sup>th</sup> Floor  
Toronto, Ontario  
MSG 2C2

Dear Sirs:

Re: 255 Richmond Street East Inc. - Proposed Condominium

---

We wish to provide you with the following information:

1. Municipal Address(es) of Condominium Project:  
255 Richmond Street East, Toronto, Ontario
2. The name of the Declarant:  
255 Richmond Street East Inc.
3. Trade Name:  
SPACE

We trust the foregoing is satisfactory.

Yours very truly,


HARRIS, SHEAFFER LLP


Per:


  
Stephen M. Karr


/s/

M:\007101\Correspondence\Ltr MCCR.Reg-Decl


 BARRY ROTENBERG


 GARY H. HARRIS


 ROBERT D. SHEAFFER


 PHILIP J. DRAVER


 MARK F. FRIEDMAN

 JEFFREY P. SILVER

 DAVID R. WOLFISH  
(1985 - 1997)

 STEPHEN M. KARR

 MARTIN P. HOUSER

 MICHAEL J. BAUM

**THE LAND TITLES ACT**

42

AT 604143  
CERTIFICATE OF RECEIPT  
RÉCEPISSE  
TORONTO (66)  
2004-09-15 10:00

**DECLARATION  
THE  
CONDOMINIUM  
ACT**

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625

NEW PROPERTY IDENTIFIERS BLOCK 12625

RECENTLY : BEING ALL OF PINS 21094-0040/ 21094-0041

DECLARANT : 255 RICHMOND STREET EAST INC.

SOLICITOR : STEPHEN M. KARR

HARRIS, SHEAFFER LLP

4100 YONGE STREET

SUITE 610

TORONTO, ONTARIO

M2P-2B5

PHONE: 416250-5800

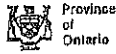
No. OF UNITS 452

FEES : \$70.00+\$5.00X452=2,330

PAGE 1 OF 42 PAGES







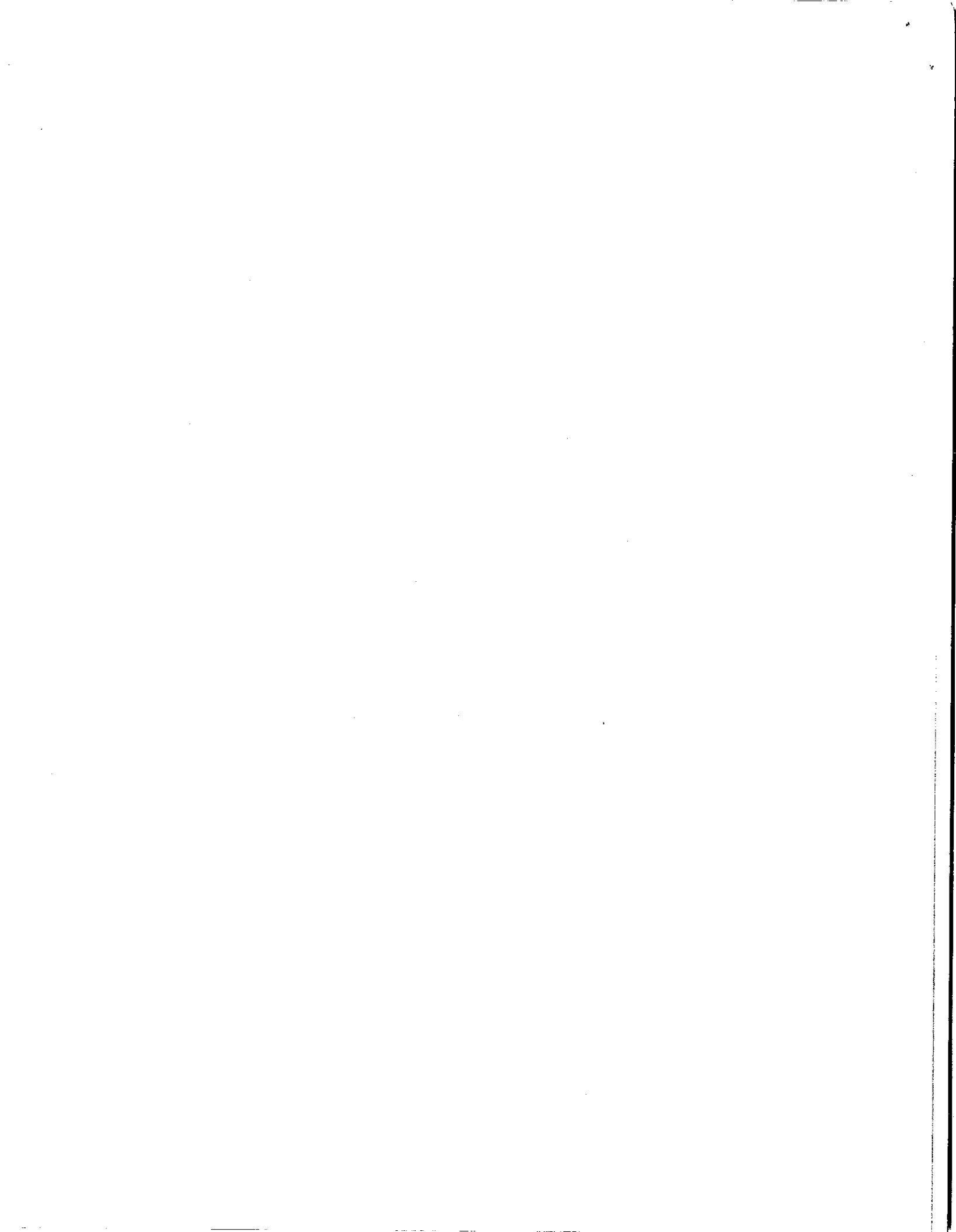
# Document General

Form 4 - Land Registration Reform Act

CAKEware Inc.  
(416) 367-0800  
08/1993

**D**

<p style="text-align: center;">AT 626101</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCEPISSE TORONTO (66)</p> <p style="text-align: center;">2004-10-12 12:40</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: x-small;">New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p style="font-size: x-small;">Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 30 pages</p>										
	<p>(3) Property Identifier(s) <span style="float: right;">Additional: See Schedule <input checked="" type="checkbox"/></span></p> <table style="width:100%; font-size: x-small;"> <tr> <td>Block 12625</td> <td>Property 0001 to 0452 both inclusive</td> </tr> </table>	Block 12625	Property 0001 to 0452 both inclusive									
	Block 12625	Property 0001 to 0452 both inclusive										
	<p>(4) Nature of Document By-Law No. 1 (Section 56 of the Condominium Act)</p>											
	<p>(5) Consideration Two dollars <span style="float: right;">Dollars \$ 2.00</span></p>											
	<p>(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 1625  City of Toronto  Land Titles Division of the Toronto Registry Office (No. 66)</p>											
	<p>(7) This Document Contains <input type="checkbox"/></p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p>	<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>									
<p>(8) This Document provides as follows: Refer to Attached Schedule.</p> <p style="text-align: right; font-size: x-small;">Continued on Schedule <input checked="" type="checkbox"/></p>												
<p>(9) This Document relates to instrument number(s)</p>												
<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 50%;">(10) Party(ies) (Set out Status or Interest) Name(s)</th> <th style="width: 20%;">Signature(s)</th> <th style="width: 30%;">Date of Signature Y M D</th> </tr> <tr> <td>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625</td> <td>Per: <i>[Signature]</i> Name: Christopher Mies Title: President</td> <td>2004 09 16</td> </tr> <tr> <td>I/We have authority to bind the Corporation.</td> <td>Per: <i>[Signature]</i> Name: Marilyn Boyd Title: Secretary</td> <td>2004 09 16</td> </tr> </table>			(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625	Per: <i>[Signature]</i> Name: Christopher Mies Title: President	2004 09 16	I/We have authority to bind the Corporation.	Per: <i>[Signature]</i> Name: Marilyn Boyd Title: Secretary	2004 09 16	
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TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625	Per: <i>[Signature]</i> Name: Christopher Mies Title: President	2004 09 16										
I/We have authority to bind the Corporation.	Per: <i>[Signature]</i> Name: Marilyn Boyd Title: Secretary	2004 09 16										
<p>(11) Address for Service: c/o Co-Operators Real Estate Inc., 98 Macdonell Street, Suite 200, Guelph, ON N1H 2Z6</p>												
<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 50%;">(12) Party(ies) (Set out Status or Interest) Name(s)</th> <th style="width: 20%;">Signature(s)</th> <th style="width: 30%;">Date of Signature Y M D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D							
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<p>(13) Address for Service</p>												
<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by: Stephen M. Karr Harris, Sheaffer LLP Barristers and Solicitors 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</p> <p style="text-align: right; font-size: x-small;">045007</p>	<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width: 70%;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												



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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
1	A	12625-0246
2	A	12625-0247
3	A	12625-0248
4	A	12625-0249
5	A	12625-0250
6	A	12625-0251
7	A	12625-0252
8	A	12625-0253
9	A	12625-0254
10	A	12625-0255
11	A	12625-0256
12	A	12625-0257
13	A	12625-0258
14	A	12625-0259
15	A	12625-0260
16	A	12625-0261
17	A	12625-0262
18	A	12625-0263
19	A	12625-0264
20	A	12625-0265
21	A	12625-0266
22	A	12625-0267
23	A	12625-0268
24	A	12625-0269
25	A	12625-0270
26	A	12625-0271
27	A	12625-0272
28	A	12625-0273
29	A	12625-0274
30	A	12625-0275
31	A	12625-0276
32	A	12625-0277
33	A	12625-0278
34	A	12625-0279
35	A	12625-0280
36	A	12625-0281
37	A	12625-0282
38	A	12625-0283
39	A	12625-0284
40	A	12625-0285
41	A	12625-0286
42	A	12625-0287
43	A	12625-0288
44	A	12625-0289
45	A	12625-0290

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
46	A	12625-0291
47	A	12625-0292
1	B	12625-0293
2	B	12625-0294
3	B	12625-0295
4	B	12625-0296
5	B	12625-0297
6	B	12625-0298
7	B	12625-0299
8	B	12625-0300
9	B	12625-0301
10	B	12625-0302
11	B	12625-0303
12	B	12625-0304
13	B	12625-0305
14	B	12625-0306
15	B	12625-0307
16	B	12625-0308
17	B	12625-0309
18	B	12625-0310
19	B	12625-0311
20	B	12625-0312
21	B	12625-0313
22	B	12625-0314
23	B	12625-0315
24	B	12625-0316
25	B	12625-0317
26	B	12625-0318
27	B	12625-0319
28	B	12625-0320
29	B	12625-0321
30	B	12625-0322
31	B	12625-0323
32	B	12625-0324
33	B	12625-0325
34	B	12625-0326
35	B	12625-0327
36	B	12625-0328
37	B	12625-0329
38	B	12625-0330
39	B	12625-0331
40	B	12625-0332
41	B	12625-0333
42	B	12625-0334
43	B	12625-0335

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
44	B	12625-0336
45	B	12625-0337
46	B	12625-0338
47	B	12625-0339
48	B	12625-0340
49	B	12625-0341
50	B	12625-0342
51	B	12625-0343
52	B	12625-0344
53	B	12625-0345
54	B	12625-0346
55	B	12625-0347
56	B	12625-0348
57	B	12625-0349
58	B	12625-0350
59	B	12625-0351
60	B	12625-0352
61	B	12625-0353
62	B	12625-0354
63	B	12625-0355
64	B	12625-0356
65	B	12625-0357
66	B	12625-0358
67	B	12625-0359
68	B	12625-0360
69	B	12625-0361
70	B	12625-0362
71	B	12625-0363
72	B	12625-0364
73	B	12625-0365
74	B	12625-0366
75	B	12625-0367
76	B	12625-0368
77	B	12625-0369
1	C	12625-0370
2	C	12625-0371
3	C	12625-0372
4	C	12625-0373
5	C	12625-0374
6	C	12625-0375
7	C	12625-0376
8	C	12625-0377
9	C	12625-0378
10	C	12625-0379
11	C	12625-0380

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
12	C	12625-0381
13	C	12625-0382
14	C	12625-0383
15	C	12625-0384
16	C	12625-0385
17	C	12625-0386
18	C	12625-0387
19	C	12625-0388
20	C	12625-0389
21	C	12625-0390
22	C	12625-0391
23	C	12625-0392
24	C	12625-0393
25	C	12625-0394
26	C	12625-0395
27	C	12625-0396
28	C	12625-0397
29	C	12625-0398
30	C	12625-0399
31	C	12625-0400
32	C	12625-0401
33	C	12625-0402
34	C	12625-0403
35	C	12625-0404
36	C	12625-0405
37	C	12625-0406
38	C	12625-0407
39	C	12625-0408
40	C	12625-0409
41	C	12625-0410
42	C	12625-0411
43	C	12625-0412
44	C	12625-0413
45	C	12625-0414
46	C	12625-0415
47	C	12625-0416
48	C	12625-0417
49	C	12625-0418
50	C	12625-0419
51	C	12625-0420
52	C	12625-0421
53	C	12625-0422
54	C	12625-0423
55	C	12625-0424
56	C	12625-0425

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
57	C	12625-0426
58	C	12625-0427
59	C	12625-0428
60	C	12625-0429
61	C	12625-0430
62	C	12625-0431
63	C	12625-0432
64	C	12625-0433
65	C	12625-0434
1	D	12625-0435
2	D	12625-0436
3	D	12625-0437
4	D	12625-0438
5	D	12625-0439
6	D	12625-0440
7	D	12625-0441
8	D	12625-0442
9	D	12625-0443
10	D	12625-0444
11	D	12625-0445
12	D	12625-0446
13	D	12625-0447
14	D	12625-0448
15	D	12625-0449
16	D	12625-0450
17	D	12625-0451
18	D	12625-0452
1	1	12625-0001
2	1	12625-0002
3	1	12625-0003
4	1	12625-0004
5	1	12625-0005
6	1	12625-0006
7	1	12625-0007
1	2	12625-0008
2	2	12625-0009
3	2	12625-0010
4	2	12625-0011
5	2	12625-0012
6	2	12625-0013
7	2	12625-0014
8	2	12625-0015
9	2	12625-0016
10	2	12625-0017
11	2	12625-0018



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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
12	2	12625-0019
13	2	12625-0020
14	2	12625-0021
15	2	12625-0022
16	2	12625-0023
17	2	12625-0024
18	2	12625-0025
19	2	12625-0026
20	2	12625-0027
1	3	12625-0028
2	3	12625-0029
3	3	12625-0030
4	3	12625-0031
5	3	12625-0032
6	3	12625-0033
7	3	12625-0034
8	3	12625-0035
9	3	12625-0036
10	3	12625-0037
11	3	12625-0038
12	3	12625-0039
13	3	12625-0040
14	3	12625-0041
15	3	12625-0042
16	3	12625-0043
17	3	12625-0044
18	3	12625-0045
19	3	12625-0046
20	3	12625-0047
21	3	12625-0048
22	3	12625-0049
23	3	12625-0050
24	3	12625-0051
25	3	12625-0052
26	3	12625-0053
27	3	12625-0054
28	3	12625-0055
29	3	12625-0056
1	4	12625-0057
2	4	12625-0058
3	4	12625-0059
4	4	12625-0060
5	4	12625-0061
6	4	12625-0062
7	4	12625-0063

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
8	4	12625-0064
9	4	12625-0065
10	4	12625-0066
11	4	12625-0067
12	4	12625-0068
13	4	12625-0069
14	4	12625-0070
15	4	12625-0071
16	4	12625-0072
17	4	12625-0073
18	4	12625-0074
19	4	12625-0075
20	4	12625-0076
21	4	12625-0077
22	4	12625-0078
23	4	12625-0079
24	4	12625-0080
25	4	12625-0081
26	4	12625-0082
27	4	12625-0083
28	4	12625-0084
29	4	12625-0085
1	5	12625-0086
2	5	12625-0087
3	5	12625-0088
4	5	12625-0089
5	5	12625-0090
6	5	12625-0091
7	5	12625-0092
8	5	12625-0093
9	5	12625-0094
10	5	12625-0095
11	5	12625-0096
12	5	12625-0097
13	5	12625-0098
14	5	12625-0099
15	5	12625-0100
16	5	12625-0101
17	5	12625-0102
18	5	12625-0103
19	5	12625-0104
20	5	12625-0105
21	5	12625-0106
22	5	12625-0107
23	5	12625-0108

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
24	5	12625-0109
25	5	12625-0110
26	5	12625-0111
27	5	12625-0112
28	5	12625-0113
29	5	12625-0114
1	6	12625-0115
2	6	12625-0116
3	6	12625-0117
4	6	12625-0118
5	6	12625-0119
6	6	12625-0120
7	6	12625-0121
8	6	12625-0122
9	6	12625-0123
10	6	12625-0124
11	6	12625-0125
12	6	12625-0126
13	6	12625-0127
14	6	12625-0128
15	6	12625-0129
16	6	12625-0130
17	6	12625-0131
18	6	12625-0132
19	6	12625-0133
20	6	12625-0134
21	6	12625-0135
22	6	12625-0136
23	6	12625-0137
24	6	12625-0138
25	6	12625-0139
26	6	12625-0140
27	6	12625-0141
28	6	12625-0142
29	6	12625-0143
1	7	12625-0144
2	7	12625-0145
3	7	12625-0146
4	7	12625-0147
5	7	12625-0148
6	7	12625-0149
7	7	12625-0150
8	7	12625-0151
9	7	12625-0152
10	7	12625-0153

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
11	7	12625-0154
12	7	12625-0155
13	7	12625-0156
14	7	12625-0157
15	7	12625-0158
16	7	12625-0159
17	7	12625-0160
1	8	12625-0161
2	8	12625-0162
3	8	12625-0163
4	8	12625-0164
5	8	12625-0165
6	8	12625-0166
7	8	12625-0167
8	8	12625-0168
9	8	12625-0169
10	8	12625-0170
11	8	12625-0171
12	8	12625-0172
13	8	12625-0173
14	8	12625-0174
15	8	12625-0175
16	8	12625-0176
17	8	12625-0177
1	9	12625-0178
2	9	12625-0179
3	9	12625-0180
4	9	12625-0181
5	9	12625-0182
6	9	12625-0183
7	9	12625-0184
8	9	12625-0185
9	9	12625-0186
10	9	12625-0187
11	9	12625-0188
12	9	12625-0189
13	9	12625-0190
14	9	12625-0191
15	9	12625-0192
16	9	12625-0193
17	9	12625-0194
1	10	12625-0195
2	10	12625-0196
3	10	12625-0197
4	10	12625-0198

11-10-30

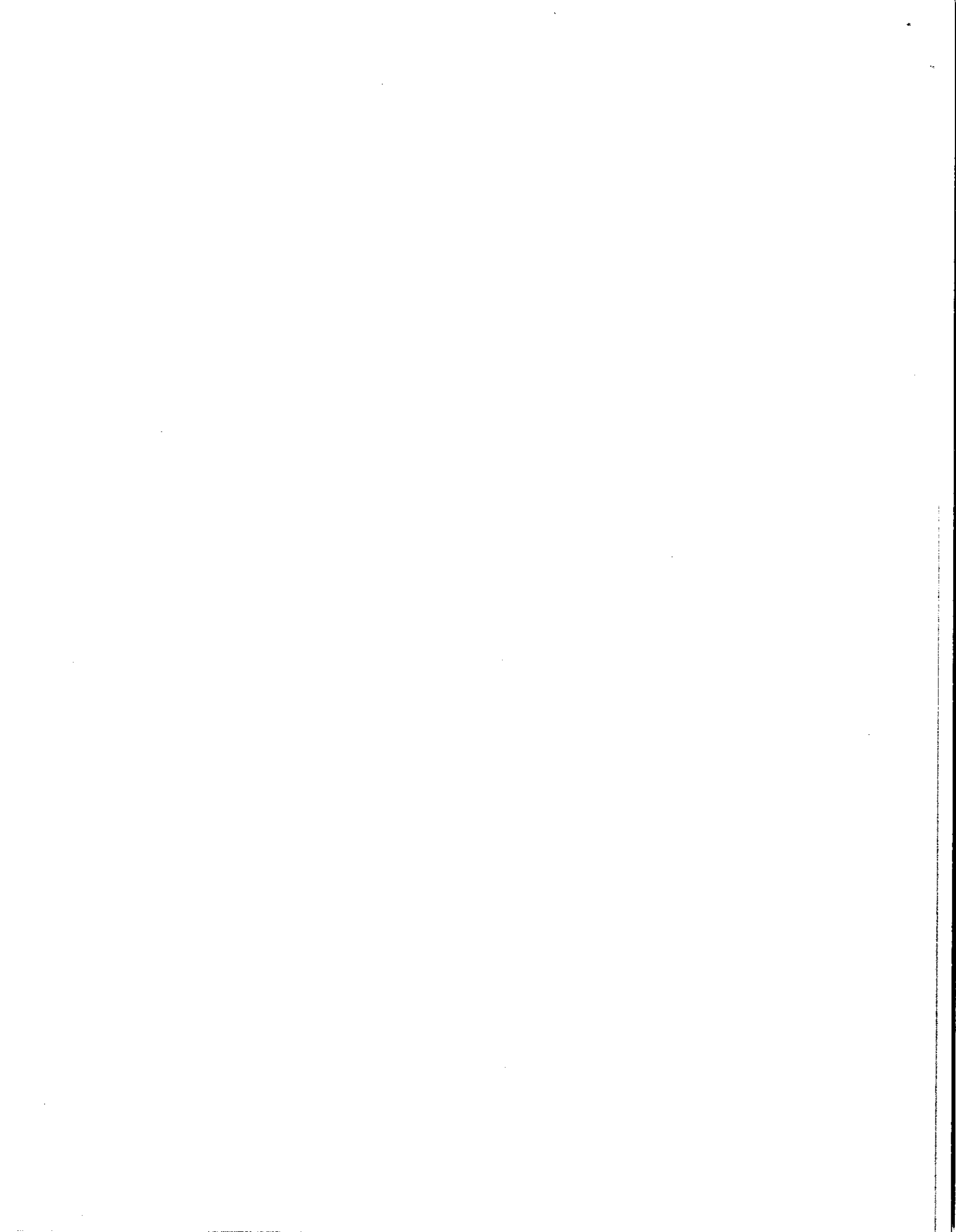
TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
5	10	12625-0199
6	10	12625-0200
7	10	12625-0201
8	10	12625-0202
9	10	12625-0203
10	10	12625-0204
11	10	12625-0205
12	10	12625-0206
13	10	12625-0207
14	10	12625-0208
15	10	12625-0209
16	10	12625-0210
17	10	12625-0211
1	11	12625-0212
2	11	12625-0213
3	11	12625-0214
4	11	12625-0215
5	11	12625-0216
6	11	12625-0217
7	11	12625-0218
8	11	12625-0219
9	11	12625-0220
10	11	12625-0221
11	11	12625-0222
12	11	12625-0223
13	11	12625-0224
14	11	12625-0225
15	11	12625-0226
16	11	12625-0227
17	11	12625-0228
1	12	12625-0229
2	12	12625-0230
3	12	12625-0231
4	12	12625-0232
5	12	12625-0233
6	12	12625-0234
7	12	12625-0235
8	12	12625-0236
9	12	12625-0237
10	12	12625-0238
11	12	12625-0239
12	12	12625-0240
13	12	12625-0241
14	12	12625-0242
15	12	12625-0243

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TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
16	12	12625-0244
17	12	12625-0245



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*Condominium Act, 1998*


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

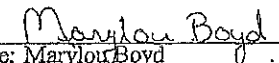
Toronto Standard Condominium Corporation No. 1625 (known as the "Corporation") certifies that:

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

DATED this 16<sup>th</sup> day of September, 2004.

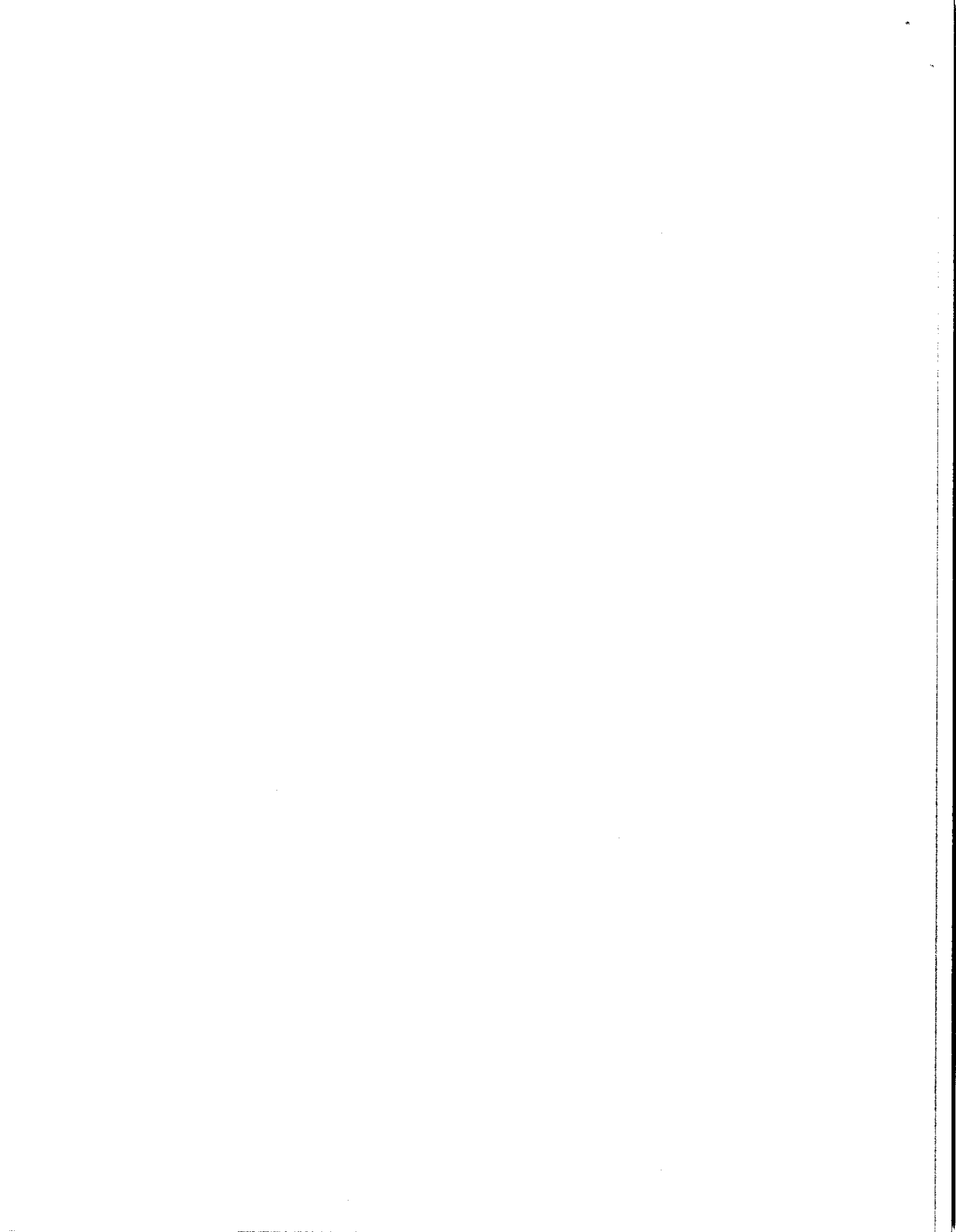
**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625**

Per:   
Name: Christopher Moes  
Title: President

Per:   
Name: Marylou Boyd  
Title: Secretary

We have the authority to bind the Corporation.





SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1625 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

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

ARTICLE II - SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

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

- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1. Duties of the Corporation

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

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

4.2. Powers of the Corporation

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

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

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- (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
- (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

**ARTICLE V - MEETINGS OF OWNERS**

**5.1 Annual Meeting:**

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

**5.2 The First Annual General Meeting:**

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

**5.3 Special Meetings:**

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

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

5.5 Reports:

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

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

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

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of

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his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

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

5.12 Votes to Govern:

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

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

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

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

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

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6.2 Number of Directors and Quorum:

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

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

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

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

6.5 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and two (2) directors shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided



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6.2 Number of Directors and Quorum:

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

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

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

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

6.5 Election and Term:

(a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and two (2) directors shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

(b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided

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the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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

6.8 Regular Meetings:

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

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

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

6.11 Conflict of Interest:

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

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

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

(b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

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

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

6.14 Insurance:

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

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

6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- (b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

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

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

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- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

7.6 General Manager:

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

7.7 Secretary:

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

7.8 Treasurer:

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

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7.10 Agents and Attorneys:

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

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

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

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ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

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

ARTICLE X - NOTICE

10.01 Method of Giving Notices

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

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
  - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
    - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
    - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

10.02 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

10.03 Omissions and Errors

Except as may otherwise be provided in accordance with the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

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ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

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

11.2 Owner's Obligations:

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

11.3 Extraordinary Expenditures:

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

11.4 Default in Payment of Assessment:

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

ARTICLE XII - LIABILITY FOR COSTS

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

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

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

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

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12.2 Additional Rights of Corporation:

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

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

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:

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



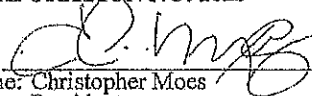
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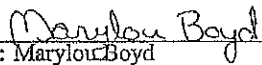
14.6 Conflicts:

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

DATED at Guelph this 16<sup>th</sup> day of September, 2004.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625**

Per:   
Name: Christopher Moes  
Title: President

Per:   
Name: Marylou Boyd  
Title: Secretary

We have the authority to bind the Corporation.

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APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 - MEDIATION

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

**Selection and Role of the Mediator:**

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

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

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

**Party Confidentiality:**

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

**Pre-mediation information:**

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

**Authority to Settle:**

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

**Mediator Confidentiality:**

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

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**Legal Representation:**

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

**Right to Withdraw:**

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

**Costs of the Mediation:**

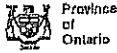
In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**Notice and Report:**

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

**Settlement:**

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



# Document General

CAKEware Inc.  
(416) 367-0600  
08/1993

D

Form 4 - Land Registration Reform Act

FOR OFFICE USE ONLY

AT **626102**

CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)

2004-10-12 12:40

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <b>27</b> pages
(3) Property Identifier(s)	Block 12625 12625	Property 0001 to 0452 inclusive
(4) Nature of Document By-Law No. 2 (Section 56 of the Condominium Act)		
(5) Consideration Two dollars <span style="float: right;">Dollars \$ 2.00</span>		
(6) Description  All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 1625  City of Toronto  Land Titles 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"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:  
Refer to attached Schedule

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
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625	Per: <i>C. Moes</i> Name: Christopher Moes Title: President	2004	09	16
I/We have authority to bind the Corporation.	Per: <i>Marylou Boyd</i> Name: Marylou Boyd Title: Secretary	2004	09	16

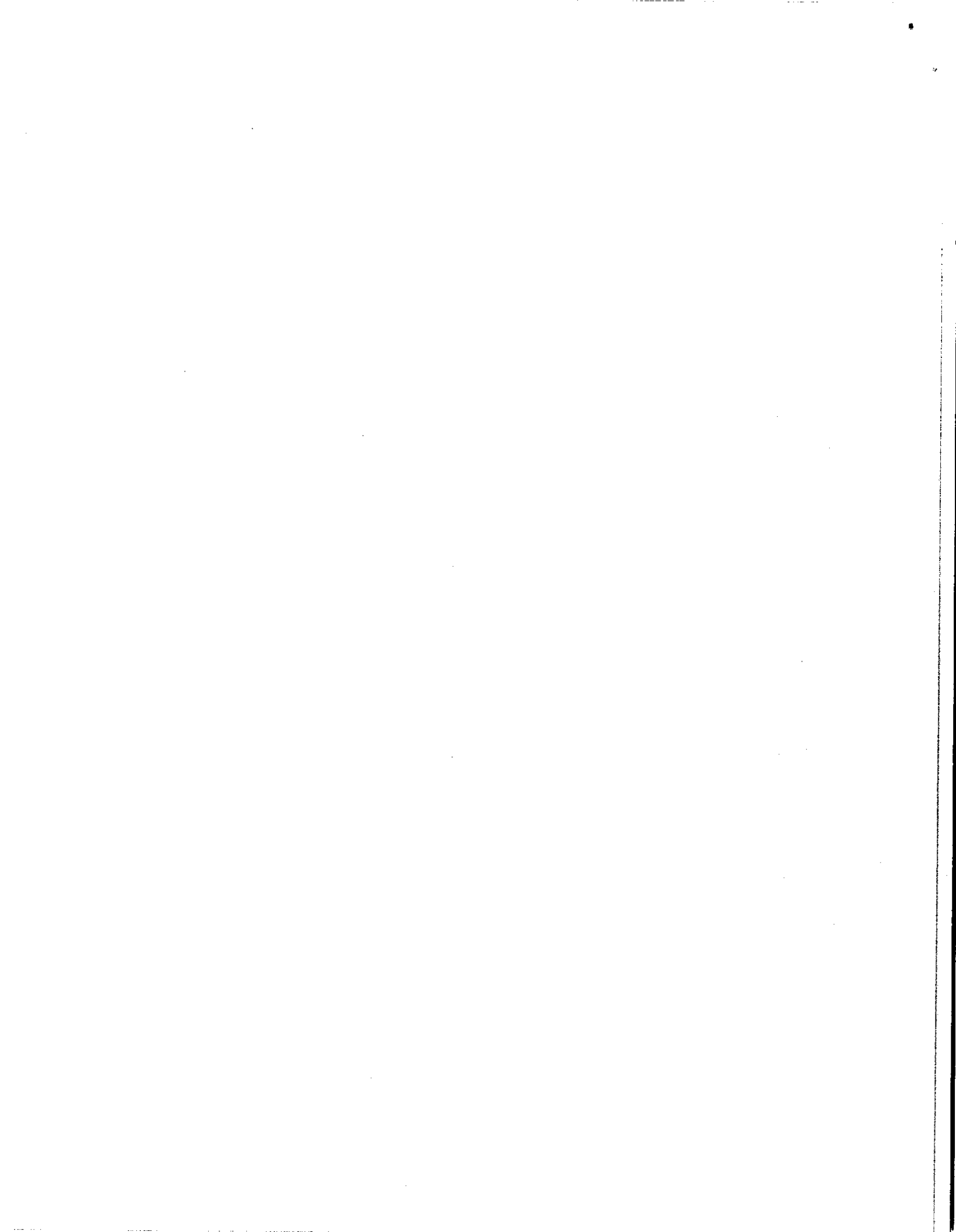
(11) Address for Service: c/o Co-Operators Real Estate Inc., 98 Macdonell Street, Suite 200, Guelph, ON N1H 2Z6

(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	(15) Document Prepared by: Stephen M. Karr Harris, Sheaffer LLP Barristers and Solicitors 4100 Yonge Street Suite 510 Toronto, Ontario M2P 2B5	045007	Fees and Tax	
			Registration Fee	
			Total	

FOR OFFICE USE ONLY



2

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
1	A	12625-0246
2	A	12625-0247
3	A	12625-0248
4	A	12625-0249
5	A	12625-0250
6	A	12625-0251
7	A	12625-0252
8	A	12625-0253
9	A	12625-0254
10	A	12625-0255
11	A	12625-0256
12	A	12625-0257
13	A	12625-0258
14	A	12625-0259
15	A	12625-0260
16	A	12625-0261
17	A	12625-0262
18	A	12625-0263
19	A	12625-0264
20	A	12625-0265
21	A	12625-0266
22	A	12625-0267
23	A	12625-0268
24	A	12625-0269
25	A	12625-0270
26	A	12625-0271
27	A	12625-0272
28	A	12625-0273
29	A	12625-0274
30	A	12625-0275
31	A	12625-0276
32	A	12625-0277
33	A	12625-0278
34	A	12625-0279
35	A	12625-0280
36	A	12625-0281
37	A	12625-0282
38	A	12625-0283
39	A	12625-0284
40	A	12625-0285
41	A	12625-0286
42	A	12625-0287
43	A	12625-0288
44	A	12625-0289
45	A	12625-0290

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

3

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
46	A	12625-0291
47	A	12625-0292
1	B	12625-0293
2	B	12625-0294
3	B	12625-0295
4	B	12625-0296
5	B	12625-0297
6	B	12625-0298
7	B	12625-0299
8	B	12625-0300
9	B	12625-0301
10	B	12625-0302
11	B	12625-0303
12	B	12625-0304
13	B	12625-0305
14	B	12625-0306
15	B	12625-0307
16	B	12625-0308
17	B	12625-0309
18	B	12625-0310
19	B	12625-0311
20	B	12625-0312
21	B	12625-0313
22	B	12625-0314
23	B	12625-0315
24	B	12625-0316
25	B	12625-0317
26	B	12625-0318
27	B	12625-0319
28	B	12625-0320
29	B	12625-0321
30	B	12625-0322
31	B	12625-0323
32	B	12625-0324
33	B	12625-0325
34	B	12625-0326
35	B	12625-0327
36	B	12625-0328
37	B	12625-0329
38	B	12625-0330
39	B	12625-0331
40	B	12625-0332
41	B	12625-0333
42	B	12625-0334
43	B	12625-0335

4

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
44	B	12625-0336
45	B	12625-0337
46	B	12625-0338
47	B	12625-0339
48	B	12625-0340
49	B	12625-0341
50	B	12625-0342
51	B	12625-0343
52	B	12625-0344
53	B	12625-0345
54	B	12625-0346
55	B	12625-0347
56	B	12625-0348
57	B	12625-0349
58	B	12625-0350
59	B	12625-0351
60	B	12625-0352
61	B	12625-0353
62	B	12625-0354
63	B	12625-0355
64	B	12625-0356
65	B	12625-0357
66	B	12625-0358
67	B	12625-0359
68	B	12625-0360
69	B	12625-0361
70	B	12625-0362
71	B	12625-0363
72	B	12625-0364
73	B	12625-0365
74	B	12625-0366
75	B	12625-0367
76	B	12625-0368
77	B	12625-0369
1	C	12625-0370
2	C	12625-0371
3	C	12625-0372
4	C	12625-0373
5	C	12625-0374
6	C	12625-0375
7	C	12625-0376
8	C	12625-0377
9	C	12625-0378
10	C	12625-0379
11	C	12625-0380



TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

5

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
12	C	12625-0381
13	C	12625-0382
14	C	12625-0383
15	C	12625-0384
16	C	12625-0385
17	C	12625-0386
18	C	12625-0387
19	C	12625-0388
20	C	12625-0389
21	C	12625-0390
22	C	12625-0391
23	C	12625-0392
24	C	12625-0393
25	C	12625-0394
26	C	12625-0395
27	C	12625-0396
28	C	12625-0397
29	C	12625-0398
30	C	12625-0399
31	C	12625-0400
32	C	12625-0401
33	C	12625-0402
34	C	12625-0403
35	C	12625-0404
36	C	12625-0405
37	C	12625-0406
38	C	12625-0407
39	C	12625-0408
40	C	12625-0409
41	C	12625-0410
42	C	12625-0411
43	C	12625-0412
44	C	12625-0413
45	C	12625-0414
46	C	12625-0415
47	C	12625-0416
48	C	12625-0417
49	C	12625-0418
50	C	12625-0419
51	C	12625-0420
52	C	12625-0421
53	C	12625-0422
54	C	12625-0423
55	C	12625-0424
56	C	12625-0425

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

6

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
57	C	12625-0426
58	C	12625-0427
59	C	12625-0428
60	C	12625-0429
61	C	12625-0430
62	C	12625-0431
63	C	12625-0432
64	C	12625-0433
65	C	12625-0434
1	D	12625-0435
2	D	12625-0436
3	D	12625-0437
4	D	12625-0438
5	D	12625-0439
6	D	12625-0440
7	D	12625-0441
8	D	12625-0442
9	D	12625-0443
10	D	12625-0444
11	D	12625-0445
12	D	12625-0446
13	D	12625-0447
14	D	12625-0448
15	D	12625-0449
16	D	12625-0450
17	D	12625-0451
18	D	12625-0452
1	1	12625-0001
2	1	12625-0002
3	1	12625-0003
4	1	12625-0004
5	1	12625-0005
6	1	12625-0006
7	1	12625-0007
1	2	12625-0008
2	2	12625-0009
3	2	12625-0010
4	2	12625-0011
5	2	12625-0012
6	2	12625-0013
7	2	12625-0014
8	2	12625-0015
9	2	12625-0016
10	2	12625-0017
11	2	12625-0018

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

7

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
12	2	12625-0019
13	2	12625-0020
14	2	12625-0021
15	2	12625-0022
16	2	12625-0023
17	2	12625-0024
18	2	12625-0025
19	2	12625-0026
20	2	12625-0027
1	3	12625-0028
2	3	12625-0029
3	3	12625-0030
4	3	12625-0031
5	3	12625-0032
6	3	12625-0033
7	3	12625-0034
8	3	12625-0035
9	3	12625-0036
10	3	12625-0037
11	3	12625-0038
12	3	12625-0039
13	3	12625-0040
14	3	12625-0041
15	3	12625-0042
16	3	12625-0043
17	3	12625-0044
18	3	12625-0045
19	3	12625-0046
20	3	12625-0047
21	3	12625-0048
22	3	12625-0049
23	3	12625-0050
24	3	12625-0051
25	3	12625-0052
26	3	12625-0053
27	3	12625-0054
28	3	12625-0055
29	3	12625-0056
1	4	12625-0057
2	4	12625-0058
3	4	12625-0059
4	4	12625-0060
5	4	12625-0061
6	4	12625-0062
7	4	12625-0063

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

8

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
8	4	12625-0064
9	4	12625-0065
10	4	12625-0066
11	4	12625-0067
12	4	12625-0068
13	4	12625-0069
14	4	12625-0070
15	4	12625-0071
16	4	12625-0072
17	4	12625-0073
18	4	12625-0074
19	4	12625-0075
20	4	12625-0076
21	4	12625-0077
22	4	12625-0078
23	4	12625-0079
24	4	12625-0080
25	4	12625-0081
26	4	12625-0082
27	4	12625-0083
28	4	12625-0084
29	4	12625-0085
1	5	12625-0086
2	5	12625-0087
3	5	12625-0088
4	5	12625-0089
5	5	12625-0090
6	5	12625-0091
7	5	12625-0092
8	5	12625-0093
9	5	12625-0094
10	5	12625-0095
11	5	12625-0096
12	5	12625-0097
13	5	12625-0098
14	5	12625-0099
15	5	12625-0100
16	5	12625-0101
17	5	12625-0102
18	5	12625-0103
19	5	12625-0104
20	5	12625-0105
21	5	12625-0106
22	5	12625-0107
23	5	12625-0108

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

9

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
24	5	12625-0109
25	5	12625-0110
26	5	12625-0111
27	5	12625-0112
28	5	12625-0113
29	5	12625-0114
1	6	12625-0115
2	6	12625-0116
3	6	12625-0117
4	6	12625-0118
5	6	12625-0119
6	6	12625-0120
7	6	12625-0121
8	6	12625-0122
9	6	12625-0123
10	6	12625-0124
11	6	12625-0125
12	6	12625-0126
13	6	12625-0127
14	6	12625-0128
15	6	12625-0129
16	6	12625-0130
17	6	12625-0131
18	6	12625-0132
19	6	12625-0133
20	6	12625-0134
21	6	12625-0135
22	6	12625-0136
23	6	12625-0137
24	6	12625-0138
25	6	12625-0139
26	6	12625-0140
27	6	12625-0141
28	6	12625-0142
29	6	12625-0143
1	7	12625-0144
2	7	12625-0145
3	7	12625-0146
4	7	12625-0147
5	7	12625-0148
6	7	12625-0149
7	7	12625-0150
8	7	12625-0151
9	7	12625-0152
10	7	12625-0153

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

(6)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
11	7	12625-0154
12	7	12625-0155
13	7	12625-0156
14	7	12625-0157
15	7	12625-0158
16	7	12625-0159
17	7	12625-0160
1	8	12625-0161
2	8	12625-0162
3	8	12625-0163
4	8	12625-0164
5	8	12625-0165
6	8	12625-0166
7	8	12625-0167
8	8	12625-0168
9	8	12625-0169
10	8	12625-0170
11	8	12625-0171
12	8	12625-0172
13	8	12625-0173
14	8	12625-0174
15	8	12625-0175
16	8	12625-0176
17	8	12625-0177
1	9	12625-0178
2	9	12625-0179
3	9	12625-0180
4	9	12625-0181
5	9	12625-0182
6	9	12625-0183
7	9	12625-0184
8	9	12625-0185
9	9	12625-0186
10	9	12625-0187
11	9	12625-0188
12	9	12625-0189
13	9	12625-0190
14	9	12625-0191
15	9	12625-0192
16	9	12625-0193
17	9	12625-0194
1	10	12625-0195
2	10	12625-0196
3	10	12625-0197
4	10	12625-0198

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

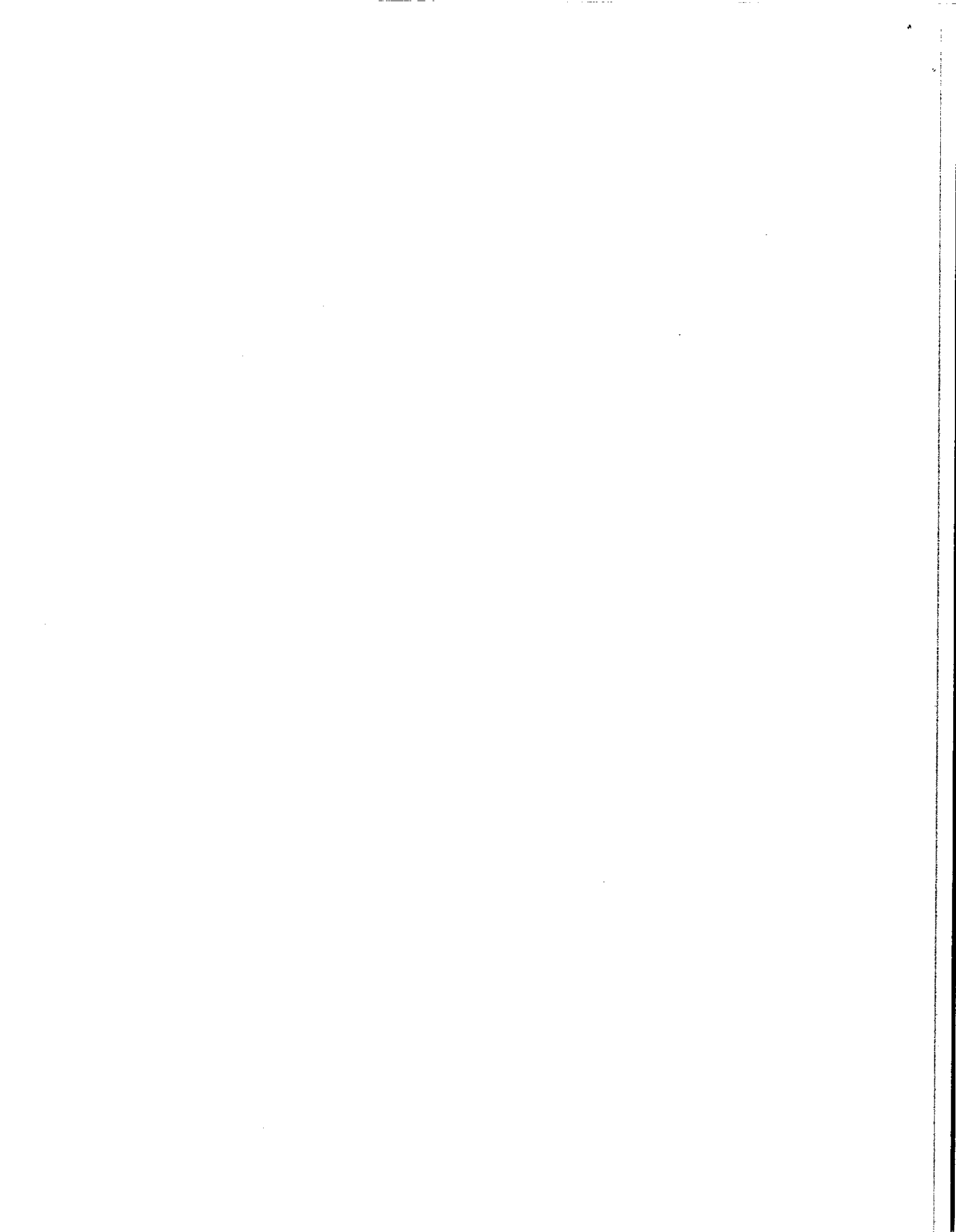
UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
5	10	12625-0199
6	10	12625-0200
7	10	12625-0201
8	10	12625-0202
9	10	12625-0203
10	10	12625-0204
11	10	12625-0205
12	10	12625-0206
13	10	12625-0207
14	10	12625-0208
15	10	12625-0209
16	10	12625-0210
17	10	12625-0211
1	11	12625-0212
2	11	12625-0213
3	11	12625-0214
4	11	12625-0215
5	11	12625-0216
6	11	12625-0217
7	11	12625-0218
8	11	12625-0219
9	11	12625-0220
10	11	12625-0221
11	11	12625-0222
12	11	12625-0223
13	11	12625-0224
14	11	12625-0225
15	11	12625-0226
16	11	12625-0227
17	11	12625-0228
1	12	12625-0229
2	12	12625-0230
3	12	12625-0231
4	12	12625-0232
5	12	12625-0233
6	12	12625-0234
7	12	12625-0235
8	12	12625-0236
9	12	12625-0237
10	12	12625-0238
11	12	12625-0239
12	12	12625-0240
13	12	12625-0241
14	12	12625-0242
15	12	12625-0243

TORONTO STANDARD CONDOMINIUM PLAN NO. 1625  
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

(2)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
16	12	12625-0244
17	12	12625-0245





13

*Condominium Act, 1998*


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

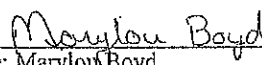
Toronto Standard Condominium Corporation No. 1625 (known as the "Corporation") certifies that:

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

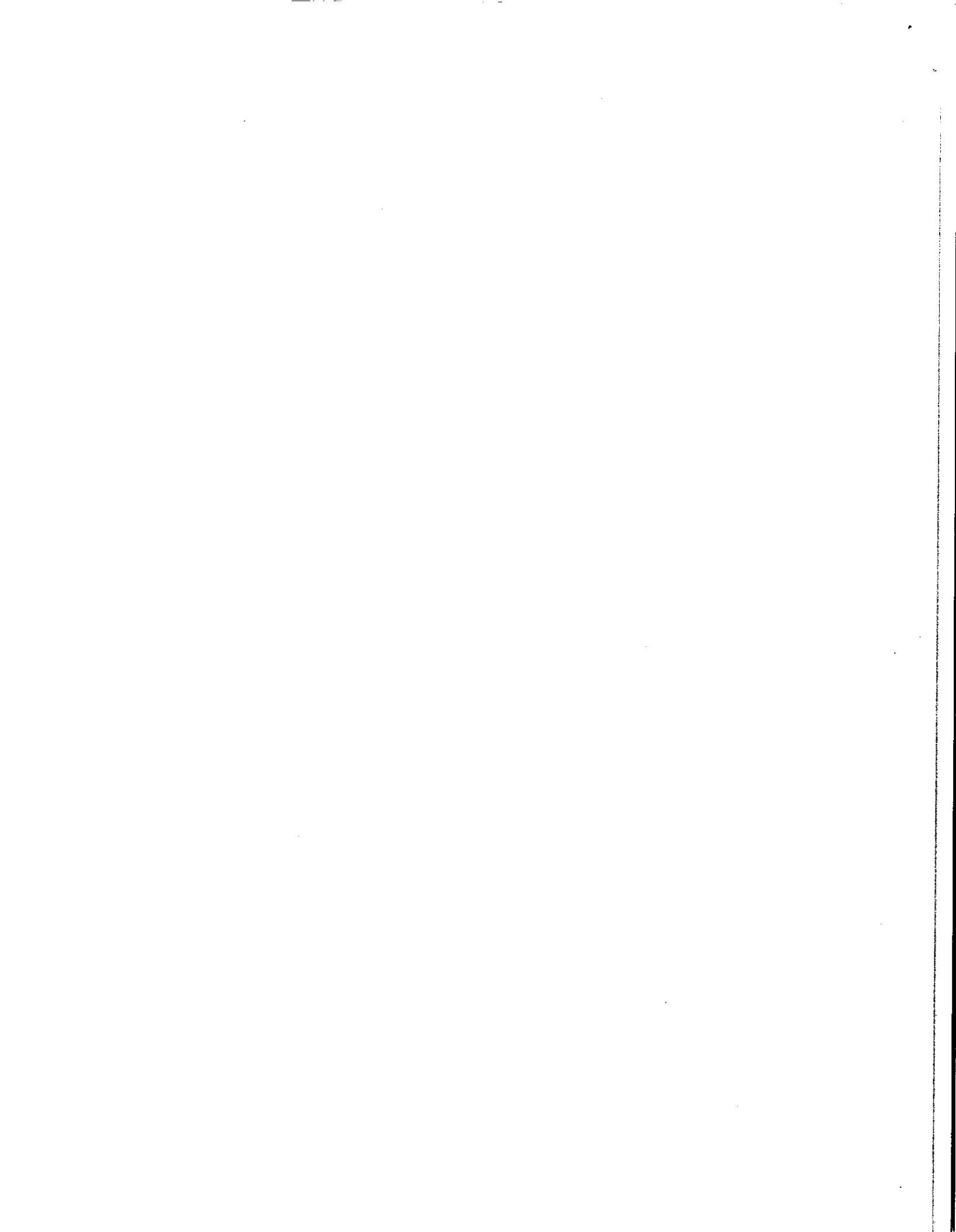
DATED this 16<sup>th</sup> day of September, 2004.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625**

Per:   
Name: Christopher Moe  
Title: President

Per:   
Name: Marylou Boyd  
Title: Secretary

We have the authority to bind the Corporation.



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**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625**  
(the "Corporation")

**BY-LAW NO. 2**

WHEREAS Triloft Developments (Richmond) Inc., as owner of the lands now comprising the Corporation, granted an easement in favour of The Board of Governors of the George Brown College of Applied Arts and Technology on, over, along and within the lands being Part of Town Lot 5, on the South Side of Richmond Street East, City of Toronto, being Part 2 on Reference Plan No. 66R-19334 for the purposes set out in the Transfer of Easement registered on the 23<sup>rd</sup> day of July, 2001 as Instrument No. CA734343 (the "Easement");

AND WHEREAS Triloft Developments (Richmond) Inc. changed its name to 255 Richmond Street East Inc. which is, as of the date herein, the owner of the property comprising the said Corporation and is the declarant thereof pursuant to the *Condominium Act, 1998* (the "Declarant");

AND WHEREAS pursuant to the said Transfer of Easement, the Easement is binding upon the owner of the lands from time to time and their successors and assigns;

AND WHEREAS 255 Richmond Street East Inc. has assumed the Easement and is bound by the terms and provisions of the said Easement;

AND WHEREAS the Corporation has agreed to assume the obligations and liabilities of the Declarant as it relates to the Declarant's obligations, initially entered into by Triloft Developments (Richmond) Inc., as set out in the Easement;

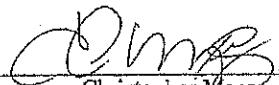
**BE IT ENACTED** as a By-law of Toronto Standard Condominium Corporation No. 1625 (the "Corporation") as follows:

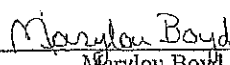
1. The Corporation assumes the obligations of the Declarant in the Easement and any amendment thereto, as initially entered into by Triloft Developments (Richmond) Inc., and its successors and assigns, and enters into an Assumption Agreement substantially in the form annexed hereto as Schedule "A" (the "Assumption Agreement") to formally assume all of the terms, provisions, benefits and obligations, initially entered into with Triloft Developments (Richmond) Inc. and assumed by 255 Richmond Street East Inc.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Easement including all covenants and obligations, initially entered into with Triloft Developments (Richmond) Inc. and assumed by 255 Richmond Street East Inc., are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary be and is hereby authorized to execute on behalf of the Corporation, the Assumption Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 2 of the Corporation.

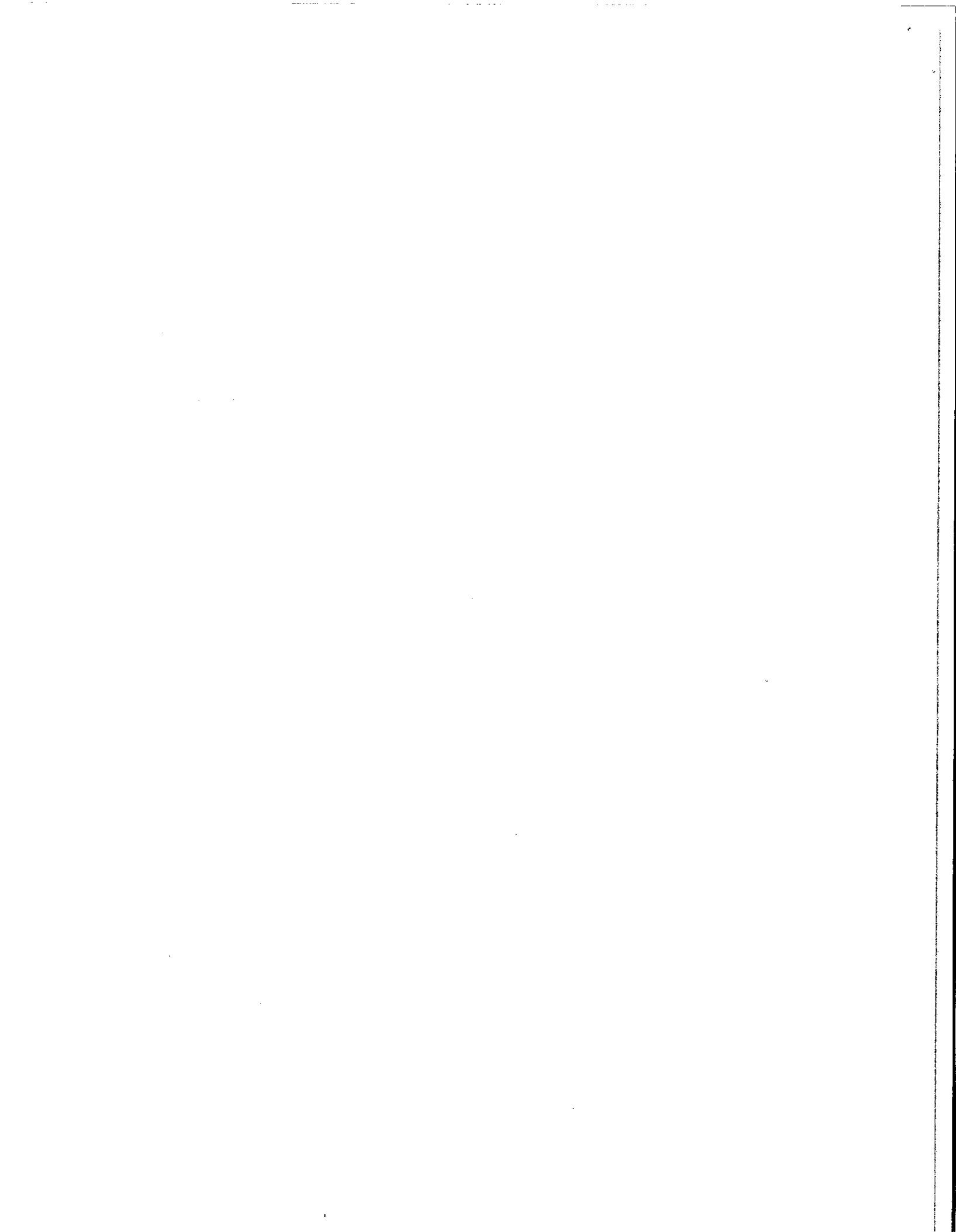
DATED this 16<sup>th</sup> day of September, 2004.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625**

Per:   
Name: Christopher Moos  
Title: President

Per:   
Name: Marylou Boyd  
Title: Secretary

We have the authority to bind the Corporation.



SCHEDULE "A" TO BY-LAW NO. 2

ASSUMPTION AGREEMENT

THIS AGREEMENT made the 16<sup>th</sup> day of September, 2004.

BETWEEN:

255 RICHMOND STREET EAST INC.  
(hereinafter called "Declarant")

OF THE FIRST PART;

- and -

TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625  
(hereinafter called the "Condominium Corporation")

OF THE SECOND PART.

WHEREAS Triloft Developments (Richmond) Inc., as owner of the lands now comprising the Corporation, granted an easement in favour of The Board of Governors of the George Brown College of Applied Arts and Technology on, over, along and within the lands being Part of Town Lot 5, on the South Side of Richmond Street East, City of Toronto, being Part 2 on Reference Plan No. 66R-19334 for the purposes set out in the Transfer of Easement registered on the 23<sup>rd</sup> day of July, 2001 as Instrument No. CA734343 (the "Easement"), a copy of which is attached hereto;

AND WHEREAS Triloft Developments (Richmond) Inc. changed its name to 255 Richmond Street East Inc. which is, as of the date herein, the owner of the property comprising the said Corporation and is the declarant thereof pursuant to the *Condominium Act, 1998* (the "Declarant");

AND WHEREAS pursuant to the Transfer of Easement, the Easement is binding upon the owner of the lands from time to time and their successors and assigns;

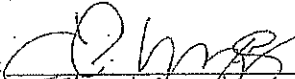
AND WHEREAS 255 Richmond Street East Inc. has assumed the Easement and is bound by the terms and provisions of the said Easement;

AND WHEREAS the parties hereto agree that the Condominium Corporation shall assume all of the terms and provisions set forth in the Easement relating to the Condominium Corporation which relates to the Declarant's obligations, initially entered into by Triloft Developments (Richmond) Inc., as set out in the Easement;

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged), the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Easement as it relates to the Declarant's obligations, as set out in the Easement and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm same.

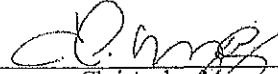
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.


255 RICHMOND STREET EAST  
INC.

Per:   
Name: Christopher Maes  
Title: Secretary

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
We have the authority to bind Corporation.

TORONTO STANDARD  
CONDOMINIUM CORPORATION NO.  
1625

Per:   
Name: Christopher Maes  
Title: President

Per:   
Name: Marylou Boyd  
Title: Secretary  
We have the authority to bind Corporation.



A 16

**FOR OFFICE USE ONLY**

CA734343  
 CERTIFICATE OF REGISTRATION  
 CERTIFICAT D'ENREGISTREMENT  
 ARCHONTO REGISTRY (NO. 64)  
 DIVISION DE L'ENREGISTREMENT  
 DE TORONTO

'01 JUL 23 PM 4 02  
*John DeSilva*  
 LAND REGISTREUR/REGISTRATEUR

(1) Registry  Land Titles  (2) Page 1 of 12 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Consideration NIL Dollars \$

(6) Description This is a: Property Division  Property Consolidation   
 Part of Town Lot 5 on the South Side of Richmond Street East, City of Toronto, Province of Ontario being Part 2 on Reference Plan 64R-16964

Additional: See Schedule

Executions Additional: See Schedule

(8) This Document Contains (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other  (7) Interest/Estate Transferred **EASEMENT**

(10) Transferor(s) The transferor hereby transfers the land to the transferee ~~and the transferee hereby acknowledges the transfer of the land to the transferor~~

Name(s) Signature(s) Date of Signature  
 255 RICHMOND STREET EAST INC. Per: *[Signature]* 2001 01 25  
 Christopher Moes, Secretary  
 Per: *[Signature]* 2001 03 12  
 Name: J. Michael Sullivan  
 Title: Vice-President

We have authority to bind the Corporation.

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction  
 Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service 200-98 Macdonell Street, Guelph, Ontario N1H 2Z6

(11) Transferee(s) Under subsection 53(42) of THE PLANNING ACT, I certify that the consent of the Committee of Adjustment of the City of Toronto was given on April 10, 2001 to the transaction to which this instrument relates.  
 Dated this 7 day of May, 2001.  
*[Signature]*  
 Secretary-Treasurer

(12) Transferee(s) Address Post Office Box 1015, Station "B" Toronto, Ontario M5T 2E5  
 Attention: Vice-President, Corporate Services and External Affairs

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.  
 Signature Date of Signature  
 Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.  
 Name and Address of Solicitor Signature Date of Signature

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.  
 Name and Address of Solicitor Signature Date of Signature

(16) Assessment Roll Number of Property Not Assigned

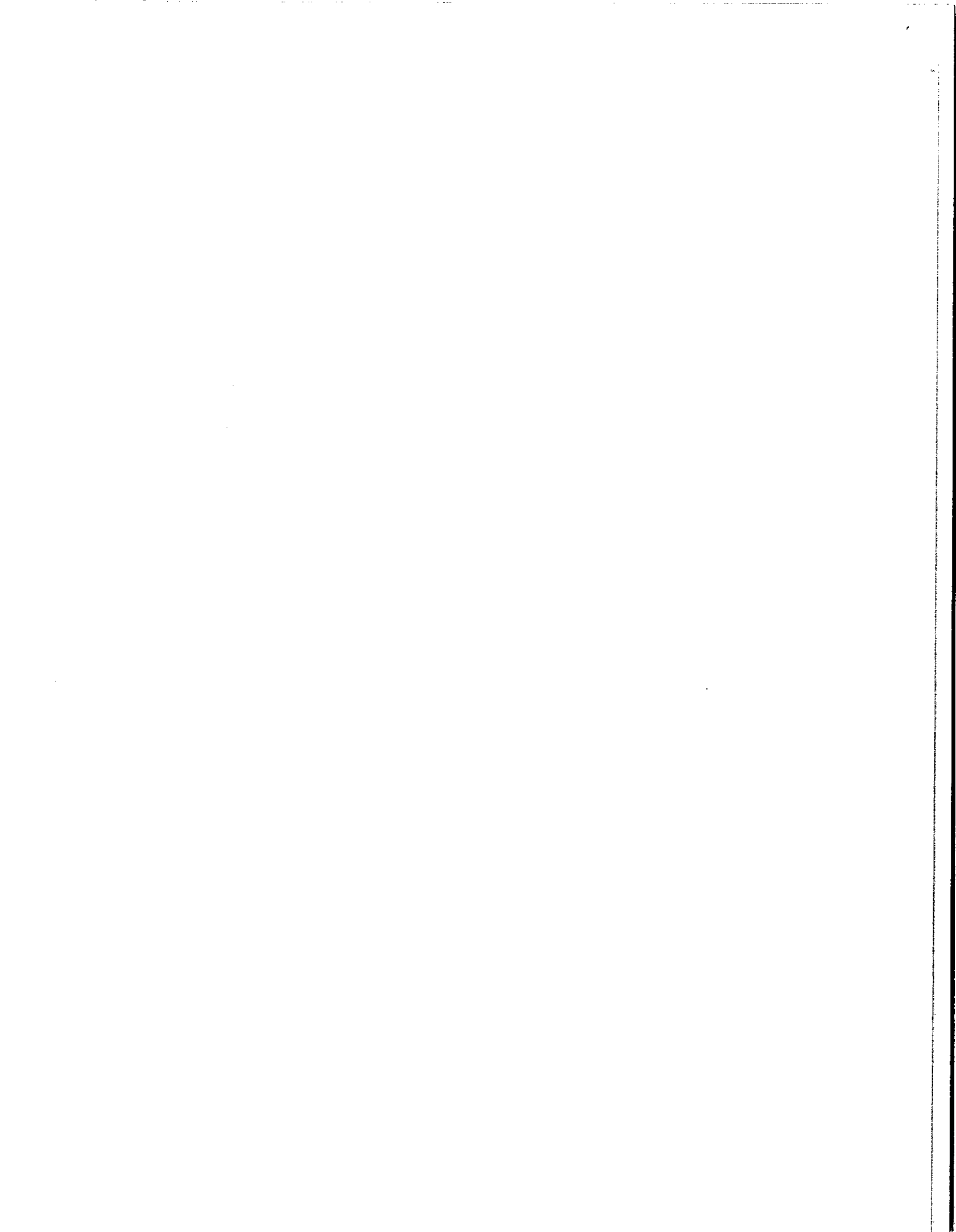
(16) Municipal Address of Property Not Assigned

(17) Document Prepared by:  
 George Diab  
 Diab DeCosimo  
 2401 Bristol Circle  
 Suite C-201  
 Oakville, Ontario GD/cp  
 L6H 5S9 GB Esamt 99-0291

**FOR OFFICE USE ONLY**

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	





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## GRANT OF EASEMENT

This Agreement made the 1<sup>st</sup> day of March, 2000 between

TRILOFT DEVELOPMENTS (RICHMOND) INC.  
in its capacity as owner of the Triloft Lands  
and

THE BOARD OF GOVERNORS OF THE GEORGE  
BROWN COLLEGE OF APPLIED ARTS AND  
TECHNOLOGY  
in its capacity as owner of the George Brown Lands

### RECITALS

A. Triloft Developments (Richmond) Inc. ("Triloft") is the owner of certain lands municipally known as 247-271 Richmond Street East, Toronto, Ontario, and more particularly described in Schedule A hereto, (the "Triloft Lands"), upon which it intends to construct a condominium complex (the "Triloft Development");

B. The Board of Governors of the George Brown College of Applied Arts and Technology ("George Brown") is the owner of certain lands municipally known as 300 Adelaide Street East, Toronto, Ontario, and more particularly described in Schedule B (the "George Brown Lands");

C. Triloft wishes to grant to George Brown an easement on, over, along and within that part of the Triloft Lands more particularly described in Schedule C hereto (the "Easement Lands");

NOW THEREFORE for the sum of TEN DOLLARS (\$10.00) paid by George Brown to Triloft and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals above are true;
2. Triloft hereby grants to George Brown an easement on, over, along and within the Easement Lands, on the following terms:
  - (i) The Easement shall be used only for the purposes of vehicular and pedestrian ingress and egress to and from the George Brown Lands by George Brown and its agents, servants, employees, guests and invitees, provided that vehicular ingress and egress shall be limited to vehicles not exceeding 2.0 metres in height.
  - (ii) The Easement Lands shall be limited in height to a maximum of 2.1 metres above the surface of the Easement Lands.
  - (iii) Notwithstanding the foregoing, upon seven (7) days' written notice to George Brown, Triloft may suspend George Brown's right to use the Easement for the purpose of constructing, renovating, repairing or redeveloping the Triloft Development. Triloft shall, upon commencing any such suspension, act to complete such construction, renovation, repair or redevelopment expeditiously so as to minimize, to the extent reasonably possible, the duration of such suspension.
  - (iv) George Brown shall maintain and operate a gate at the point of which the Easement Lands abut the George Brown Lands for the purposes of controlling access to the Easement Lands from the George Brown Lands. George Brown shall consult Triloft with respect to the design of the said gate and shall ensure that the gate is consistent with the architectural and aesthetic design of the Triloft Development.
  - (v) Use of the Easement shall be subject to any orders, by-laws or other rules or regulations of the local authority regulating traffic flow and the parties agree to

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abide by any and all rulings or orders of the City of Toronto or other governmental authority having jurisdiction over the use of the Easement Lands.

- (vi) Subject to the foregoing, George Brown shall be entitled to post a sign identifying the Easement Lands as a means of ingress and egress to and from the George Brown Lands, provided it has first obtained the approval of the owner of the Triloft Lands with respect to the location, dimension and aesthetic qualities of the said sign, such approvals not to be unreasonably withheld. All such signs shall be consistent with the architectural and aesthetic design of the Triloft Development.
- (vii) Triloft will hard surface the Easement Lands in a manner which is consistent with the architectural and aesthetic design of the Triloft Development. The Easement Lands will be maintained by Triloft as would a prudent owner of property provided that George Brown shall reimburse Triloft fifty percent (50%) of the cost of maintaining the Easement Lands. Triloft shall prepare for each calendar year a proposed budget (the "Budget") for the costs of maintaining the Easement Lands which are to be shared with George Brown. The Budget shall show the share of costs to be borne by each of the parties and shall be delivered to George Brown by not later than November 30<sup>th</sup> of the year preceding the budgeted year. George Brown shall pay to Triloft its share of such costs in accordance with the Budget in equal payments due on the last day of each month. In the event George Brown disagrees with its budgeted share, it may refer the matter to arbitration, pending the resolution of which George Brown shall pay in accordance with the Budget, subject to reconciliation if necessary after the arbitration has been completed. Within sixty (60) days of the end of any calendar year Triloft shall prepare a reconciliation of the Budget for such year with the actual expenditure for the budgeted matters and forward a copy of such reconciliation to George Brown. George Brown shall immediately pay the amount of any underpayment to Triloft.

For clarity, maintenance costs shall include, but shall not be limited to the costs of maintaining the surface of the Easement Lands clearing it of snow and performing minor repairs. Any major repairs or resurfacing of the Easement Lands, the cost of which is in the excess of \$5,000.00, shall be amortized over a period of 25 years and George Brown shall reimburse Triloft 50% of the amortized cost of such major repairs on an annual basis. For greater certainty such repairs shall not include any repair, maintenance or replacement of subsurface elements supporting the Easement Lands, Triloft agrees to repair and maintain such support elements at its sole cost.

- 3. George Brown acknowledges that the intended use of the Triloft Development is as a residential condominium complex and shall make reasonable efforts to avoid interference with such use.
- 4. George Brown shall indemnify and save Triloft harmless from and against any losses, claims, damages or other costs (including reasonable lawyers' fees) incurred or suffered by Triloft or caused by George Brown, or those for whom it is in law responsible, resulting from the improper use by George Brown of the Easement Lands.
- 5. Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier or transmitted by fax to the party as follows:

If to Triloft:

Name: Triloft Development (Richmond) Inc.  
 Address: 555 Richmond Street West  
 Suite 602, P.O. Box 211  
 Toronto, ON M5V 3B1

Attention: President  
 Fax No: (416) 504-2488

If to George Brown:

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Name: Board of Governors of the George Brown College of Applied Arts and Technology  
Address: Post Office Box 1015  
Station "B"  
Toronto, ON M5T 2E5

Attention: Vice President, Corporate Services and External Affairs

or to any other address, fax number or Person that the party designates. Any Notice delivered personally or by courier on a Business Day, will be deemed to have been given on that Business Day, or if not a Business Day, on the next Business Day. Any Notice transmitted by fax will be deemed to have been given on the next Business Day. For the purposes of this section, "Business Day" means a day on which banks are open for business in the City of Toronto, but does not include a Saturday, Sunday or holiday in the Province of Ontario.


6. This agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable

7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

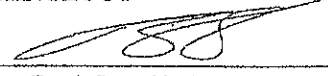
8. The provisions of this Agreement shall be deemed to run with the real property benefited and burdened thereby, being the Triloft Lands and the George Brown Lands, and shall be binding upon the owners of such lands from time to time and their successors and assigns. In the event of a sale of any portion of the lands burdened by this agreement, the party selling such portion (the "Vendor") shall be released from its obligations hereunder accruing from and after the date of the transfer upon the registration of a transfer of such portion to a new owner.

The parties have executed this Agreement.

TRILOFT DEVELOPMENTS (RICHMOND) INC.

By:   
Name: Wayne L. Barwise  
Title: President

THE BOARD OF GOVERNORS OF THE  
GEORGE BROWN COLLEGE OF APPLIED  
ARTS AND TECHNOLOGY

By:   
Name: Frank Sorochinsky  
Title: President

By:   
Name: Michael Lecky  
Title: Board Member

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Schedule "A" - The Triloft Lands

PARCEL ONE:

FIRSTLY: All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario and being composed of Part of Town Lot 5 on the South side of Duchess Street, and sometimes referred to as Lot 2 and Part of Lot 3, according to an unregistered plan prepared by Chas. Rankin, D.P.S. described as follows:

COMMENCING at the north-westerly angle of said Lot 2, being a point in the southerly limit of Duchess Street, where the same is intersected by the easterly face of the easterly wall of the old brick-fronted frame dwelling known in October, 1950, as No. 49 Duchess Street, the said point being distant two hundred and forty-three feet one inch (243' 1") measured easterly along the said southerly limit of Duchess Street from the easterly limit of George Street;

THENCE SOUTHERLY along the said easterly face of wall and continuing southerly along the westerly limit of said Lot 2 as represented by the line of former old occupation, in all a distance of ninety feet (90') to an iron tube planted at the south-westerly angle of said Lot 2, being in the northerly limit of ten foot (10') lane as shown on the said Plan;

THENCE EASTERLY along the northerly limit of the said lane thirty-four feet eight and one-half inches (34' 8½") to an iron tube planted in the westerly limit of the lands conveyed by registered Instrument No. 26687-S;

THENCE NORTHERLY along the said westerly limit of lands conveyed by registered Instrument No. 26687-S being to and along a former old line of occupation, in all a distance of ninety feet (90') more or less to an iron tube planted in the said southerly limit of Duchess Street and distant two hundred and seventy-seven feet seven and one-half inches (277' 7½") measured easterly thereon from the said easterly limit of George Street;

THENCE WESTERLY along the southerly limit of Duchess Street thirty-four feet six and one-half inches (34' 6½") more or less to the point of commencement.

Which said parcel is further shown outlined in pink on a print of a plan of survey prepared by Speight, Van Nostrand, Ward and Anderson, Ontario Land Surveyors, dated the 24th day of October, 1950, and attached to registered Instrument No. 31882 E.S.

BEING THE SAME lands as described in Instrument No. 44226 E.S.

SECONDLY: All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario and being composed of Lot Number One according to Rankin's Survey of Part of Town Lot Number 5 on the South side of Duchess Street in the Township of York and now in the City of Toronto, more particularly known and described as follows:

COMMENCING on the south side of Duchess Street aforesaid at the north-west angle of the said Lot Number One, and on the East side of a certain lane ten feet (10') in width laid out to the West of the said range of lots;

THENCE EASTERLY along Duchess Street thirty-two feet five inches (32' 5") to the line of division between numbers one and two in the said range of lots;

THENCE SOUTHERLY along said line of division ninety feet (90') to a lane ten feet (10') in width laid off at the rear of the said range;

THENCE WESTERLY parallel with Duchess Street aforesaid twenty feet five inches (20' 5");

THENCE in a north-westerly direction seventeen feet (17') more or less to a point on the western limit of said Lot Number One, a distance of seventy-eight feet (78') from Duchess Street aforesaid;

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THENCE NORTHERLY along said westerly limit, a distance of thirty-two feet five inches (32' 5") from and parallel with the eastern limit of said Lot Number One, seventy-eight feet (78') to the place of beginning, containing by measurement two thousand eight hundred and forty-five and one half square feet being the same more or less;

TOGETHER WITH the liberty and privilege of passing and repassing to and from the said piece or parcel of land hereby conveyed, upon, over and along a certain lane or way of the width of ten feet (10') leading from Duchess Street aforesaid passing by the West side and extending in rear of the said range of lots according to the plan and survey aforesaid, on foot or on horseback or with horses, cattle, carts and other carriages at all times and on all lawful occasions at his or their full and pleasure.

BEING THE SAME lands as described in Instrument No. 44226 E.S.

PARCEL TWO:

All and singular that certain parcel or tract of land and premises situate, lying and being those parcels or tracts of land situate on the south side of Duchess Street, in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, acquired from Robert Dunlop and Charles Alexander Ghent by two deeds dated the 19th day of February, 1912, and the 20th day of February, 1912, and registered in the Registry Office for the Registry Division of Toronto on the 27th day of February, 1912, and the 28th day of February 1912, respectively, as No. 47005-P and No. 26687-S, namely:

FIRSTLY: Lot Number Four in the subdivision of the northerly part of original Town Lot Number Five, as shown on a certain Plan prepared by Charles Rankin, O.L.S., dated at Toronto the 25th day of January, 1912, and more particularly described as follows:

COMMENCING at a point in the southerly limit of Duchess Street, distant easterly three hundred and seven feet and eleven inches (307' 11") from the eastern limit of George Street and representing the point where the boundary between Lots 3 and 4 shown on the said Plan meets Duchess Street;

THENCE SOUTHERLY sixteen degrees East following the boundary between Lots 3 and 4, a distance of ninety-two feet and six inches (92' 6") more or less to the northern limit of a lane ten feet (10') in width on the said Plan;

THENCE EASTERLY following the northern limit of the said lane, a distance of thirty-two feet and seven inches (32' 7") to the boundary between Lots 4 and 5 on the said Plan;

THENCE NORTH sixteen degrees West following the boundary between Lots 4 and 5, a distance of ninety-two feet and six inches (92' 6") more or less to the southern limit of Duchess Street aforesaid;

THENCE WESTERLY following the southern limit Duchess Street, a distance of thirty-two feet six inches (32' 6") to the place of beginning.

BEING THE SAME lands as described in Instrument No. 63935 E.S.

SECONDLY: Part of Lot 3 in the subdivision of the northerly part of original Town Lot 5 as shown on the said Plan prepared by Charles Rankin, O.L.S. dated at Toronto the 25th day of January, 1912, and more particularly described as follows:

COMMENCING at a point in the southern limit of Duchess Street, distant easterly three hundred and seven feet and eleven inches (307' 11") from the eastern limit of George Street and representing the point where the boundary between said Lots 3 and 4 meets Duchess Street;

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THENCE SOUTHERLY following the said boundary between Lots 3 and 4, a distance of ninety-two feet and six inches (92' 6") more or less to the northern limit of a lane ten feet (10') in width shown on the said Plan;

THENCE WESTERLY following the northern limit of the said lane, a distance of thirty feet and five and one-half inches (30' 5 1/2");

THENCE NORTHERLY along the western boundary of the said premises, a distance of ninety-two feet and six inches (92' 6") more or less to the southern limit of Duchess Street;

THENCE EASTERLY following the southern limit of Duchess Street, a distance of thirty feet and three and one-half inches (30' 3 1/2") more or less to the place of beginning.

BEING THE SAME LANDS as described in Instrument No. 63935 E.S.

PARCEL THREE:

All and Singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, and being composed of part of Lot No. 5, Town of York Plan, being Lot No. 6 on the south side of Duchess Street, according to Chas. Rankins unregistered Plan, being thirty-two feet and five inches (32' 5") frontage by about eighty feet (80') in depth.

The Boundaries of which are described from actual measurements made May 2nd, 1949.

COMMENCING at a point in the southerly limit of Duchess Street, as confirmed under the *Boundaries Act* by Plan BA-788 and registered on December 3, 1974, as Instrument No. CT157877, where the same is intersected by the northerly production of the easterly face of the easterly wall of the one storey brick building standing at the aforesaid date upon land lying immediately to the West of the herein described parcel of land, the said point being distant two hundred and thirty-eight feet nine and three-quarter inches (238' 9 3/4") more or less measured westerly along the said southerly limit of Duchess Street from the westerly limit of Sherbourne Street;

THENCE SOUTHERLY along the said production to and along the said easterly face of wall, which said face is the existing easterly limit of Lot No. 5, according to the aforesaid unregistered Plan by Chas. Rankin, in all a distance of eighty feet (80');

THENCE EASTERLY along a line drawn parallel to the southerly limit of Duchess Street thirty-two feet and three quarter inches (32' 3/4") more or less to a point in the site of the old occupation formerly forming the existing westerly limit of Town Lot No. 4, on the south side of Duchess Street, which said point is distant two hundred and five feet and seven inches (205' 7") west of the said westerly limit of Sherbourne Street measured along a line drawn parallel to the southerly limit of Duchess Street;

THENCE NORTH seventeen degrees and twelve minutes West astronomic along the said site of old occupation eighty feet (80') to a point in the southerly limit of Duchess Street which said point is distant two hundred and six feet and one inch (206' 1") West of the said westerly limit of Sherbourne Street;

THENCE WESTERLY along the said southerly limit of Duchess Street thirty-two feet eight and three-quarter inches (32' 8 3/4") more or less to the point of commencement.

THE said parcel of land being shown edged in red on print of survey made by T.D. LeMay, City Surveyor, dated the 2nd day of May, 1949, and attached to instrument No. 29452 E.S.

BEING THE SAME lands as described in Instrument No. CT214757.

PARCEL FOUR:

FIRSTLY: ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and

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Province of Ontario, being composed of part of Town Lot 5 on the South side of Duchess Street in the said City, and being also known as Lot 5 as shown on an unregistered plan made by one Charles Rankin, Deputy Provincial Surveyor, the boundaries of the said parcel of land now being more particularly described as follows:

PREMISING that the North 72 degrees 34 minutes East astronomic of Duchess Street governs all bearings herein;

COMMENCING at a point in the Southerly limit of Duchess Street where the same is intersected by the North-easterly angle of the one-storey brick building standing in June 1948 upon the lands herein described; and representing the North-easterly angle of the said Lot 5 according to the said unregistered plan, the said point being distant 373 feet 7 1/4 inches more or less measured Easterly thereon from the Easterly limit of George Street, and being also distant 238 feet 9 1/4 inches more or less measured Westerly along the said limit of Duchess Street from the Westerly limit of Sherbourne Street;

THENCE SOUTH 17 degrees 40 minutes East along the Easterly face of the Easterly wall of the said brick building, being along the existing Easterly limit of the said Lot 5 according to the said unregistered plan, 89 feet 9 1/4 inches more or less to the Southerly face of the Southerly wall of the said brick building;

THENCE SOUTH 72 degrees 23 minutes West along the last mentioned face of wall, representing the existing Southerly limit of the said Lot 5 according to the said unregistered plan, 33 feet and 3/4 inches more or less to the Southwesterly angle of the said brick building;

THENCE NORTH 17 degrees 39 minutes West along the Westerly face of the Westerly wall of the said brick building, and the production Northerly thereof, representing the existing Westerly limit of the said Lot 5 according to the said unregistered plan, in all a distance of 89 feet 10 and 1/4 inches more or less to the Southerly limit of Duchess Street aforesaid;

THENCE NORTH 72 degrees 34 minutes East along the last mentioned limit 33 feet 1/2 inch more or less to the point of commencement.

BEING THE SAME lands as described in Instrument No. CT819933.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto (formerly Municipality of Metropolitan Toronto) Province of Ontario, and being composed of Part of Town Lot 5 on the South side of Richmond Street East (formerly Duchess Street) which said parcel may be more particularly described as follows:

PREMISING that the Southerly limit of Richmond Street East had a bearing of North 72 degrees 29 minutes 00 seconds East according to Plan BA-788 and relating all bearings herein thereto;

COMMENCING at a point in the Southerly limit of Richmond Street East distant 404.19 feet measured Westerly therealong from the Westerly limit of Sherbourne Street;

THENCE South 17 degrees 33 minutes 57 seconds East along the Easterly limit of a private lane 78 feet to an angle in the same;

THENCE South 62 degrees 56 minutes 06 seconds East 17.10 feet;

THENCE North 72 degrees 30 minutes 03 seconds East along the Northerly limit of said lane 85.86 feet to an angle in the same;

THENCE North 72 degrees 19 minutes 35 seconds East along the Northerly limit of said lane 32.83 feet to the South West corner of a one-storey brick building situated upon part of said Town Lot 5;



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THENCE North 72 degrees 14 minutes 28 seconds East along the Southerly face of the Southerly wall of the aforesaid brick building being along the Northerly limit of said lane 33.10 feet to the South East corner of the said brick building;

THENCE North 17 degrees 45 minutes 52 seconds West along the Westerly face of the Easterly wall of said brick building 9.79 feet to the Northerly limit of said lane;

THENCE North 72 degrees 24 minutes 40 seconds East 32.06 feet along the Northerly limit of said lane to a point in the Easterly limit of said Town Lot 5;

THENCE South 17 degrees 06 minutes 29 seconds East 19.94 feet to a point in the Southerly limit of said lane;

THENCE South 72 degrees 43 minutes 00 seconds West along the Southerly limit of said lane 38.42 feet to an angle in the same;

THENCE South 72 degrees 19 minutes 30 seconds West along the Southerly limit of said lane 131.19 feet to an angle in the same;

THENCE South 73 degrees 01 minutes 30 seconds West along the Southerly limit of said lane 36.33 feet to the Easterly face of the Easterly wall of a three-storey brick building situated upon the lands lying immediately West of the herein described parcel;

THENCE North 17 degrees 22 minutes 20 seconds West along the Easterly face of the Easterly wall of the said brick building 4.82 feet to the Northeast corner thereof;

THENCE North 72 degrees 29 minutes East 0.67 feet to the limit between Town Lots 5 and 6 being the Westerly limit of said lane;

THENCE North 16 degrees 59 minutes 40 seconds West along the westerly limit of said lane 95.02 feet to a point in the Southerly limit of Richmond Street East distant 413.19 feet measured westerly therealong from the Westerly limit of Sherbourne Street;

THENCE North 72 degrees 29 minutes East along the Southerly limit of Richmond Street East 9.00 feet to the point of commencement;

The said Southerly limit of Richmond Street East was confirmed under the Boundaries Act by Plan BA-788 registered as Plan D-331 in Instrument No. CT 157877.

BEING THE SAME lands as described in Instrument No. CA635196.

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Schedule "B" - George Brown Lands

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Part of Town Lot 5

South side of Richmond Street East (formerly known as Duchess Street)

City of Toronto

being Parts 1, 2 and 3 on Reference Plan 66R-5152

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Schedule C- Grant of Easement

Part of Town Lot 5 on the South Side of Richmond Street East, City of Toronto, Ontario being  
part 2 on Reference Plan ~~64R~~ 64R-16964

Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Town Lot 5 on the South Side of Richmond Street East, City of Toronto, Province of Ontario being Part 2 on Reference Plan 64R-16925

BY (print names of all transferors in full) 255 Richmond Street East Inc.

TO (see instruction 1 and print names of all transferees in full) The Board of Governors of the George Brown College of Applied Arts and Technology

I. (see instruction 2 and print name(s) in full) Frank Sorochinsky

MAKE OATH AND SAY THAT:

1. I am (please a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)); (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

(X) (e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s)) The Board of Governors of the George Brown College of Applied Arts and Technology

described in paragraph(s) (e), (f) above; (strike out references to inapplicable paragraphs)

(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)
Notar: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) N/A

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash, (b) Mortgages, (c) Property transferred in exchange, (d) Securities transferred, (e) Liens, legacies, annuities and maintenance charges, (f) Other valuable consideration, (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND-TRANSFER TAX, (h) VALUE OF ALL CHATTELS, (i) Other consideration for transaction not included in (g) or (h) above, (j) TOTAL CONSIDERATION.

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 3) Conveyance of Easement. No consideration passing.

If the consideration is nominal, is the land subject to any encumbrance? n/a

Other remarks and explanations, if necessary. n/a

sworn before me at the City of Toronto

in the Province of Ontario

this 12th day of July, 2001

Commissioner for taking Affidavits, etc.

PREDRAG (PETER) JOVICIC, a Commissioner, etc., Province of Ontario, while a student-at-law. Expires July 4, 2003.

Frank Sorochinsky (Signature)

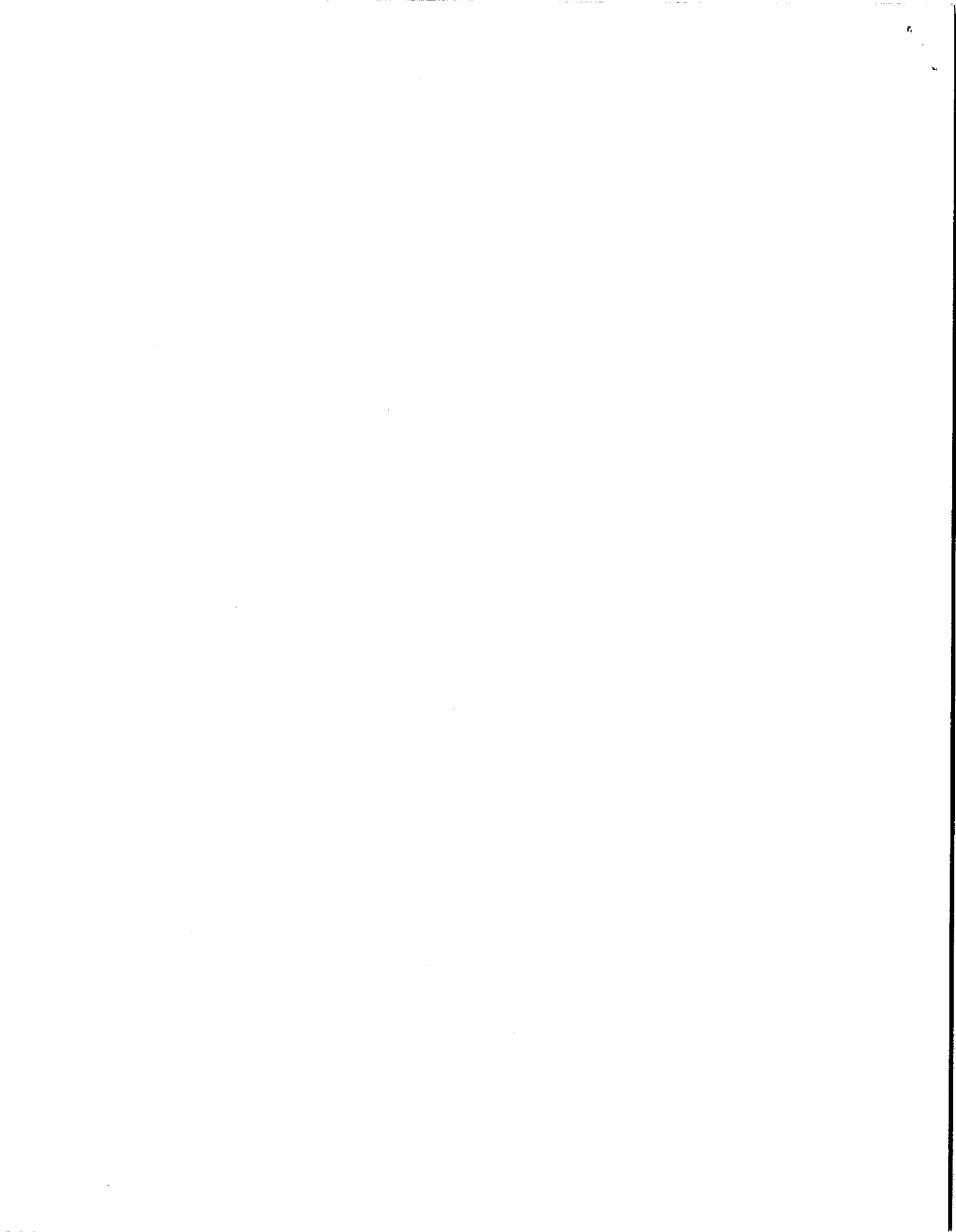
Property Information Record

- Describe nature of Instrument: Transfer of Easement
(i) Address of property being conveyed (if available): Not assigned
(ii) Assessment Roll No. (if available): Not assigned
Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7): PO Box 1015, Station B, Toronto, Ontario M5T 2E5
(i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes [ ] No [ ] Not known [ ]
Name(s) and address(es) of each transferee's solicitor: Aird & Berlis (Randy T. Hooke) Suite 1800, Box 754, 181 Bay Street, Toronto, Ontario M5J 2T9

For Land Registry Office Use Only. Registration No., Registration Date, Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- Are all individual transferees Roman Catholic? Yes [ ] No [ ]
If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes [ ] No [ ]
Do all individual transferees have French Language Education Rights? Yes [ ] No [ ]
If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes [ ] No [ ]



# SPACE

## Owners' & Tenants' Manual and Rules & Regulations

Prepared by ICC Property Management  
and the Board of Directors of TSCC 1625

Updated: June 2015

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# Space Building Manual

## Guidelines For Owners And Tenants

This manual has been prepared to assist and take you through the general guidelines of Condominium living in an effort to enhance the proper management, operation, use and enjoyment of all portions of the Condominium Corporation that you have chosen to make your home.

If you have comments or suggestions for future updates of this document, please email the Board of Directors at [spaceboard@gmail.com](mailto:spaceboard@gmail.com).

## Preamble

The embodiment of Condominium living is the “communal” aspect of both ownership and lifestyle. The purchase of your dwelling unit brings with it the right of use and undivided common ownership of various facilities, portions of building grounds which are to be used in common and maintained in common with your fellow Condominium dwelling unit owners.

The Board of Directors are aware of the investment that you have made in your Condominium unit and of the pride of ownership that each dwelling unit owner has in their new home. This Condominium Corporation, like every community, must have rules and regulations to govern the conduct and affairs of its members, and these rules are a reflection of the mutual co-operation and respect that should be shown by each dwelling unit owner to his neighbours.

It is incumbent upon the Board of Directors to ensure an appropriate regime. Rules are issued to enhance the proper management, operation, use and enjoyment of all portions of the Condominium Corporation by its residents. The Board is empowered by the Condominium Act, to “make rules respecting the use of the common elements, units or any of them, to promote the safety, security or welfare of the owners, or of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.”

The rules extend not only to our present and future owners, but also to tenants, residents, and their families, guests, invitees, and or agents.

The Act gives the rules force and effect by the imposition of certain duties, namely; the Corporation has a duty to effect compliance by the unit owners of the Act, the Declaration, by-laws and rules; each owner is bound to comply with the Act, Declaration, by-laws and the rules; and every owner has a right to compliance by other owners with the Act, Declaration, by-laws and rules and can further require the Board of Directors to enforce unit owners compliance with the Act, Declaration, by-laws and rules in accordance with the Board’s duty.

Ultimately, the Board of Directors is empowered to enforce the rules by way of mediation, application to the Courts, whereby the Court can direct performance of any duty, rule or obligation found within the Act, Declaration, by-laws and or the rules.

# 1. Condominium Management

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## 1.1. Property Management

Day to day operations of the building is supervised by a professional management company under contract to the Condominium Corporation.

ICC Property Management is managing your property. They provide accounting and other clerical services, preparation of monthly financial statements, recommendations for the annual budget and they attend monthly Board Meetings. Your fiscal year is September 1st to August 31th. Their responsibilities also include the hiring of superintendents, and other cleaning staff, who work under the direction of the Management Company.

Duties of the Management Company do not extend to obtaining repair services for individual Owner's suites. They are concerned only with the "common elements" portion of the building.

Whenever possible, ICC Property Management will provide immediate response to your requests. When an investigation is necessary, your inquiry will be answered as soon as possible. The services provided by ICC Property Management will be in accordance with the Corporation's declaration, by-laws and the rules and regulations therein, and the Condominium Act of Ontario.

Complaints concerning the building maintenance or other common services covered by the monthly maintenance fees should, in the first instance be put in writing and addressed to the Management Company. If satisfaction is not obtained, contact should be made with the Board of Directors.

ICC Property Management Ltd.

Juliette Hunter - Property Manager

Mondays and Wednesdays: 2:30 pm to 6:30 pm

Thursdays: 10:00 am to 2:00 pm

416-214-6000

905-940-1234, ext. 40

ICC Property Management 24 hour after hours emergency line: (416) 346-0323.

## 1.2. Superintendent

Toronto Standard Condominium Corporation No. 1625 has a full time Superintendent/cleaner Monday 7:00 a.m. to 3:00 p.m. Tuesday and Wednesday 8:30 a.m. to 4.30 p.m. Thursday 7:00 a.m. to 3:00 p.m. Friday 8:30 to 4:30 p.m. Saturday and Sunday 9:30 a.m. to 1:30 p.m..

The Superintendent is responsible for:

<sup>35</sup><sub>17</sub> Operation and maintenance of all mechanical devices such as boilers, pumps, garbage disposal units

<sup>35</sup><sub>17</sub> Operation and maintenance of recreational facilities (party room, gym and guest suite).

<sup>35</sup><sub>17</sub> Cleaning of common areas such as lobby, corridors, and parking areas.

<sup>35</sup><sub>17</sub> Garbage removal (from common areas only).

<sup>35</sup><sub>17</sub> Snow removal from walkways.

<sup>35</sup><sub>17</sub> Supervision of other maintenance and cleaning staff and all contractors.

The Superintendent is not responsible for:

<sup>35</sup><sub>17</sub> Repairs or maintenance within individual suites.

<sup>35</sup><sub>17</sub> Maintenance or cleaning of “exclusive use” common areas such as balconies, lockers, parking spots.

The Superintendent is under the direct supervision of the Property Manager.

### 1.3. Concierge

Knights On Guard Protective Services Corp. (7451 Kingston Road Toronto, ON M1B 5S3, 416-284-6060) provides 24-hour concierge services at Space Condominiums.

Mr. Ken Akyea is the site supervisor and is on site 7:00 a.m. to 3:00 Monday to Friday

The concierge and security staff can be reached by telephoning the front desk at 416-214-4876

The concierge staff responsibilities include:

<sup>35</sup><sub>17</sub> Elevator bookings

<sup>35</sup><sub>17</sub> Guest Suite Bookings

<sup>35</sup><sub>17</sub> Lounge Bookings

<sup>35</sup><sub>17</sub> Issuing of visitor parking passes.

<sup>35</sup><sub>17</sub> Direction of appropriate services.

<sup>35</sup><sub>17</sub> Patrol underground parking and monitor security system.

### 1.4. Board Of Directors

TORONTO STANDARD CONODMINIUM CORPORATION NO: 1625 has a five (5) member Board of Directors. New members are elected each year at the Annual General Meeting of the owners in January. Details on the corporate structure are to be found in the Condominium by-laws, supplied to each owner at purchase. Additional copies of the by-laws and declaration are available from the Property Manager for a nominal fee.

The Board meets with the property Manager usually on the third Thursday of every month in the meeting room. Full minutes of the Board Meetings are available if requested from the Property Management.

To contact the Board, residents may do so by addressing letters to the “Board of Directors, TSCC 1625” and dropping them off through the mail slot in the door of the Management Office situated on the M level or by emailing [spaceboard@gmail.com](mailto:spaceboard@gmail.com)

As of March 10, 2010, the Board of Directors for TSCC # 1625 is:

Title	Name
President:	Otto Chung
Vice-President:	Liz Bamford
Treasurer:	Brad Kyte
Secretary:	Elena Nebusova
Director:	Nicole Seguin

## 1.5. Security

Building security is the responsibility of each and every owner. Do not permit entry to the building (by holding doors open) for anybody you do not personally recognize as a current resident or who cannot produce suitable identification (accordingly residents should be prepared to produce identification on request, your co-operation is appreciated).

If you are tailgated on the garage ramp by a car you do not recognize please stop just inside the door and allow the door to close immediately behind you.

Please do not hesitate to call the concierge at 416-214-4876, if you see anybody suspicious wandering in or around the building or the underground parking areas.

## 1.6. Enterphone System

Visitors at the lobby must enter your code as shown on the entry phone board. Your entry code is not the same as your suite number for security purposes. Identify the visitor as someone you wish to allow into the building and press 9 on your telephone to open the door to the building. Please do not open the door for strangers!

## 1.7. Keys

All unit doors are keyed to a Master Key. This key is only used in emergencies. If you require contractors/cleaning staff to enter your unit, please leave a copy of your unit key at the Front Desk.

Keys are stored in a locked metal key cabinet. Keys are identified by code, not suite number.

Residents may not change their locks. The locks can only be re-keyed to the suite door and corporation master by the corporation.

Please be assured that we will not enter your unit without prior notice except in case of damage to common elements and surrounding units, and emergency; flood, fire, power failure, loss of heat or other threats of life.

If we require entry into your unit in case of an emergency and your lock does not match the Master Key, the Corporation will have to remove the lock or break the door. Any costs associated with either procedure will be the responsibility of the owner.

## 1.8. Monthly Expenses — Maintenance Fees

The following list outlines some of the services covered by the monthly maintenance fees:

☞ Water, Hydro, Staff salaries, Gas/Heat, Taxes on common property, Enterphone, Management fees, Security system and staff, Building Insurance, Reserve fund

The following items are not covered:

☞ Insurance on individual suites, Personal phone, Personal property tax, In-suite maintenance, Cable/Internet

Monthly maintenance fees are due on the first day of every month and are payable to Toronto Standard Condominium Corporation No: 1625 by 12 post dated cheques or by preauthorized payment plan. Contact the property manager for information about the pre-authorized payment plan.

## 2. Important Information

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### 2.1. Electrical Panel

If you lose power in your unit, you should first check your electrical panel for problems. Circuit breakers are located in the electrical panel in your suite and can be reset by moving the switch from the “off” to the “on” positions.

Before attending to any electrical work, please notify the Property Manager, in case trouble ensues.

### 2.2. Heating/Air Conditioning

Heating and cooling is achieved by water circulating through coils with a fan operated by moving the switch to 1 (low), 2 (medium) and 3 (high) and adjusting the thermostat control. You will be informed when the building switches to heating or cooling. The fan motors require oiling at least twice a year and filters should be changed regularly (twice a year). It is the responsibility of each owner to maintain these fan units, although the Corporation may arrange to clean the units twice a year prior to switching over.

### 2.3. Water Shut-Offs

Water shut-offs may be found under the kitchen sinks and vanities. The replacement of defective washers, etc. is the responsibility of the homeowner. Please replace tap washers promptly to avoid annoying your neighbours with “singing” pipes.

Before attending to any plumbing work, please notify the Property Manager, in case trouble ensues.

### 2.4. Windows

Residents are responsible for cleaning all interior windows and exterior windows of their unit which can be easily and safely cleaned. The corporation will contract cleaner twice a year to clean difficult to reach windows.

### 2.5. Extended Leaves

Please inform the Management Office or the Front Desk when going away for an extended period. Turn the heat or cooling “OFF”.

### 2.6. Power Failure

Power failures can occur. Emergency lighting is provided for the corridors and stairwells by an emergency generator. We advise that you keep a flashlight, and a battery power radio handy and a supply of candles and matches.

## 2.7. Elevators

If you are ever stuck in an elevator remain calm, press the emergency phone button and an attendant will assist you. If you notice any unusual operation of an elevator, please notify the Front Desk immediately.

## 2.8. Garbage Disposal/Recycling

From the mezzanine level and up, each floor has a garbage chute. All garbage is to be securely wrapped, tied and pushed down the chute. This chute is for **small, bagged household garbage only**. Large items should not be forced down the chute, but brought down to the garbage room on the first floor.

Garbage should **never** be left in the chute room.

The garbage chutes are closed from 11:00 pm to 7:00 am.

Garbage from the first floor should be brought to the garbage room and placed in the garbage bin.

Bottles and or glass must never be thrown down the chutes. Such items could explode on impact and seriously injure the Superintendent who may be working in the compactor room.

Pet waste should be double bagged and sealed before placed down the chute.

Items **not allowed** down chute: paint cans, coat hangers, pizza boxes, and flammable items.

**Recycling** must be brought down to the garbage room and place in their respective containers. Plastic bags should not be included with the recycling.

For renovation material, appliances or carpeting please make arrangements with your contractor to remove these items off site as we do not have the facilities to dispose of them.

To prevent ground contamination, household batteries and low-energy compact fluorescent light bulbs should not be thrown out with the garbage. Containers have been set aside for proper disposal.

## 2.9. Balconies

Balconies are exclusive use common elements and the Corporation has sets the following regulations on the use of the balconies of the building:

<sup>35</sup><sub>17</sub> Do not shake mops, dusters, carpets and the like from your balcony and do not hang anything over the balcony railings.

<sup>35</sup><sub>17</sub> Please do not place plant pots and or flower boxes on the edge of your balcony.

<sup>35</sup><sub>17</sub> Residents are requested to be conscious of their neighbours below when washing their balconies.

<sup>35</sup><sub>17</sub> Balcony walls, floors and ceilings must never be painted.

<sup>35</sup><sub>17</sub> No antennas or satellite dishes are permitted on the balconies.

<sup>35</sup><sub>17</sub> No drying of laundry is permitted on balconies.

<sup>35</sup><sub>17</sub> No barbecuing (gas/propane or charcoal) on the balconies is permissible.

<sup>35</sup><sub>17</sub> No storage (no bikes, no boxes, no closets). Only seasonal outdoor furniture is allowed on the balcony.

<sup>35</sup>/<sub>17</sub> No pet waste permitted on balconies.

<sup>35</sup>/<sub>17</sub> Throwing cigarette butts off balconies is strictly prohibited and is a fire hazard.

## 2.10.Noise

Please keep stereos and televisions at a reasonable volume so as not to disturb others, particularly late at night. Residents making renovations to their suites are requested to ensure that all work begins no earlier than 9:00 am and all noise ceases at 5:00 pm.

If you encounter excessive noise, please inform concierge. Do not contact the offending unit.

## 2.11.Moving

All moving, both in and out, must be booked with the Security at least two weeks in advance of the move. No move date is confirmed until a refundable deposit of \$300.00 cash has been provided. Please be sure to read the elevator reservation form you fill out regarding your responsibilities. Upon satisfactory completion of the move and not having any liability to TSCC 1625 subject to an inspection by staff, the deposit will be refunded. No items may be left in the moving room.

The hours for moving are as follows:

9:30 am – 5:00 pm and 7:00 pm – 9:00 pm

Bookings for the elevator are taken on a first come first serve basis. New residents are requested to register with the Management Office shortly after moving in.

## 2.12.Deliveries

Larger deliveries (e.g., major appliances) are to be delivered to the rear of the building and are scheduled the same way as move-ins and move-outs.

## 2.13.Household Pets

“Household pet” shall mean a quiet caged bird, aquarium fish, turtle, cat or dog.

Only one household pet will be allowed per unit, unless authorized by the board. Any exception requires written approval by the board.

TSCC 1625 has a pet rule in effect and it is fully enforced. Please read the Rules section of this package.

## 2.14.Notices

The Corporation’s official notice boards are located in the mailbox area off the lobby and in each elevator. Important announcements, board meeting minutes and notices are posted by the Board of Directors and/or the Property Manager.

Resident’s personal notices may be placed on the “open” bulletin board in the lobby.

## 2.15.Drapes

Only white and off-white coloured window coverings (visible from the outside) are permissible in order to maintain uniformity and an attractive appearance of your building. Paper or foil taped to the window is not permitted.

## 2.16.Lounge

Space has a Lounge available for social functions for residents and their guests only.

The Lounge is located on the 1st floor. It has a full kitchen (stove/oven, microwave, refrigerator, and dishwasher), a home theatre system and a men's and women's washroom facility.

The Lounge is free "Open Use" for all residents, unless booked for a private function.

Residents should contact the Front Desk for availability and booking.

A one-day/night rental costs \$50, and a \$200 refundable security deposit cheque. Please read the rental agreement carefully.

The Lounge must be returned to a clean state at the end of the rental.

On Sundays to Thursdays, functions in the Lounge must end at 11pm, and be empty by 12 pm (midnight). On Friday and Saturday evenings, functions must end at 1am and room must be empty by 2am.

## 2.17.Exercise And Steam Rooms

The exercise room is located on the first level and access cards or fobs are required for entry. The facility is open 23 hours a day, closing at 1:00 p.m. to 2:00 p.m. for maintenance.

The exercise room is equipped with 2 treadmills, 2 elliptical machines and a set of weights and a weight bench. Please read the rules of the exercise room.

The steam rooms are currently off service following further review by the board and residents.

## 2.18.Guest Suite

Space has a guest suite available on the Mezzanine Level of the building. It is for the exclusive use of overnight guests of residents of Space.

The Guest Suite has a double bed, and a full washroom.

It has occupancy of a maximum of two guests, and it does not allow pets.

Linens and towels are supplied. The room is cleaned and towels/linens replaced every second day of the stay.

The price of the guest suite is \$60 for the first night, and \$50 per night thereafter. There is a maximum of seven consecutive nights stay.

A \$200 refundable damage deposit cheque is required

Bookings are on a first come, first served basis.

Contact the Front Desk for Suite availability and to make your booking.

## 2.19.Meeting Room



A meeting room is available on the mezzanine level of our building.  
The room is furnished with a meeting table and six chairs.  
It is available free of charge for residents.  
It can be used for business meeting or as a study room.  
Residents should contact the Front Desk for availability.

## 2.20.Storage Lockers

Storage lockers are located on the garage levels. Items are stored at your own risk. The Corporation's insurance does not cover damage or theft to these items. Owners/residents should examine their own property insurance.

Expensive items should not be stored in these lockers.

Communal locker rooms are locked from 10pm to 6am. If you require access during the locked hours, please contact front desk.

## 2.21.Bicycle storage

Bikes are not to be stored in residential units. To protect common elements, bikes are not permitted through the lobby, in the elevators, and hallways.

Bicycle storage is available in the bike room, and throughout the parking. Use at own risk.

Bicycle theft is a crime of opportunity. Double lock your bike, and purchase insurance.

## 2.22.Requests And Complaints

Any complaints, requests or suggestions are to be made in writing and dropped off in the mail slot in the Management Office, with the Front Desk, or via email.

Board of Directors [spaceboard@gmail.com](mailto:spaceboard@gmail.com)

## 2.23.Pest Control

A pest control program is in place for the building. To prevent spreading of pests, contact Management at first sighting.

### 3. Garage And Parking

---

#### 3.1. Parking

Parking is not permitted on the driveway, or in the garbage loading area. The driveways in the complex are designated fire access routes and as such any car or vehicle parked in these areas at any time may be tagged and towed without warning

All vehicles belonging to residents of the complex must be registered with the Management Office and Concierge.

All cars must park in the owner's indoor designated parking unit. Guest parking is permitted by permit only (obtain from security).

Residents or their guests parking cars in someone else's reserved parking space may have his/her car tagged and or towed away at the vehicle owner's expense.

No commercial vehicles are to be parked on a permanent basis anywhere on the property.

Residents with parking problems should contact Management or Front Desk.

#### 3.2. Underground Parking

If you change your vehicle, please register the new vehicle with concierge.

Please turn on your headlights and keep to the right when driving in the underground.

Drive slowly and cautiously!

No repairs or maintenance what so ever are allowed to vehicles in the underground garage or in the driveway.

Only vehicles are permitted in the garage parking spaces. Maximum one car and one motorcycle/scooter or two motorcycles/scooters. Any other articles (e.g., tires, shopping carts, boxes, etc.) stored in your parking space will be removed by management.

#### 3.3. Visitor's Parking

Space has 13 visitor's parking spaces for the exclusive use of guests of the residents. Residents parking in the visitors parking areas will be ticketed and/or towed away.

Visitor's Parking is on the P1 level of parking, and marked with V.

Visitors Parking is available on a first come, first served basis. The property manager and his/her agents reserve the right to refuse visitor's parking to any resident.

Residents can contact concierge for parking availability.

If parking is available, concierge will supply the vehicle with a parking permit. Concierge will require the vehicle's make and license plate information. This permit is to be left on the front dashboard of the visitors car, visible to the concierge.

The parking permit expires after 24 hours.

Residents should meet visitors on the P1 level, and escort them to their unit.

Unescorted visitors should go to the P1 elevator, where they can contact front desk through the intercom, and concierge will unlock the door to the elevators. Alternately, they can take the stairs up to the ground level driveway and enter through the front door via enterphone.

## 4. Contact Information

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### 4.1. Concierge

Knights On Guard Protective Services Corp.  
7451 Kingston Road Toronto, ON M1B 5S3, 416-284-6060

Mr. Ken Akyea — Site Supervisor

The concierge and security staff can be reached by telephoning the front desk at (416) 214-4876

### 4.2. Board of Directors

Address letters to the “Board of Directors, TSCC 1625” and drop them off under the door of the Management Office situated on the M level or by emailing [spaceboard@gmail.com](mailto:spaceboard@gmail.com)

### 4.3. Property Management

ICC Property Management Ltd.

Juliette Hunter - Property Manager

Mondays and Wednesdays: 2:30 pm to 6:30 pm

Thursdays: 10:00 am to 2:00pm

416-214-6000

905-940-1234, ext. 40

ICC Property Management 24 hour after hour’s emergency line: (416) 346-0323.

### 4.4. Ambulance - Police - Fire - Emergency

Dial 911

## 5. Fire Safety

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### 5.1. Introduction

Residents are proud of their homes and most will take precautionary steps to ensure the comfort, safety and security of their families. Unfortunately, some residents forget about fire safety.

### 5.2. Fire Safety

While the preparation of a fire safety plan for our Condominium may be the responsibility of the local fire department and the Property Manager, it is your responsibility to explain the safety plan to your family and guests to ensure their safety in the event of a fire.

Please carefully read, and ensure all members of your household read the section on fire safety. Each suite must be equipped with the following:

- <sup>35</sup><sub>17</sub> At least one smoke alarm (the owner is responsible to maintain this equipment)
- <sup>35</sup><sub>17</sub> An automatic door closer for the suite door (The Corporation is responsible to maintain this equipment)
- <sup>35</sup><sub>17</sub> Fire speaker (The Corporation is responsible to maintain this equipment. In the event the speaker is interfered with, there is a \$1,000 charge to repair.)

### 5.3. Fire Procedure

In the event of fire, the safest place may be within your suite. If you decide to leave, never use the elevators, use the stairs. There is an alarm next to the stairs on each floor, and a fire hose and extinguisher in the middle of each hallway. There are also smoke detectors in each suite. Also do ensure that you know the location of the alarm nearest to your car in the garage. Never attempt to go up to the roof. The door to the roof is locked at all times.

In any event:

- <sup>35</sup><sub>17</sub> Leave the fire area and take your key.
- <sup>35</sup><sub>17</sub> Dial 911 for the Fire Department. Never assume that this has been done. Know and give the correct address and location of the fire in the building.
- <sup>35</sup><sub>17</sub> Close all fire doors behind you
- <sup>35</sup><sub>17</sub> Activate the fire alarm: use the pull station
- <sup>35</sup><sub>17</sub> Use exit stairwells to leave the building immediately
- <sup>35</sup><sub>17</sub> Do not use the elevators
- <sup>35</sup><sub>17</sub> Do not return until it is declared safe to do so by Fire Department

### 5.4. Control or Confinement of a Fire

In the event of a small fire that cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operation, then the door to the area should be closed to confine and contain the fire. Leave the fire area. Ensure the Fire Department has been notified and wait for the Fire Department.

## 5.5. Fire Hazards

In order to avoid fire hazards in the building, occupants are required:

- <sup>35</sup>/<sub>17</sub> Not to put burning materials such as cigarettes and ashes into garbage chutes.
- <sup>35</sup>/<sub>17</sub> Not to dispose of flammable liquids or aerosol cans in these chutes.
- <sup>35</sup>/<sub>17</sub> Never to force cartons, coat hangers, bundles or paper into the chute causing it to clog.
- <sup>35</sup>/<sub>17</sub> To avoid unsafe cooking practices, deep fat frying, too much heat, unattended stoves, loosely hanging sleeves.
- <sup>35</sup>/<sub>17</sub> Not to use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- <sup>35</sup>/<sub>17</sub> To avoid careless smoking.
- <sup>35</sup>/<sub>17</sub> Not to leave articles such as shoes, mats, etc. in the building halls, corridors and stairways.

In general, occupants are advised to:

- <sup>35</sup>/<sub>17</sub> Know where the alarms pull stations and exits are located.
- <sup>35</sup>/<sub>17</sub> Call the local fire department immediately whenever assistance is needed. Dial 911.
- <sup>35</sup>/<sub>17</sub> Know the correct building address.
- <sup>35</sup>/<sub>17</sub> Notify the concierge if special assistance is required for disabled persons in the event of an emergency.

## 6. Insurance

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### 6.1. How Insurance Affects Condominium Owners

(Taken from ACMO Condominium Manager, No.2, 1985, various miscellaneous Articles, the Condominium Act and Toronto Standard Condominium Corporation No. 1625 Declaration)

Condominium insurance is one of the least understood facets of condominium living. Like all condominium matters, insurance comes in two sections; Common element insurance, and Unit owner insurance.

### 6.2. Common Element Insurance (The Master Policy)

The insurance provided by the Corporation covers only the common elements which includes all areas outside the individual units.

The Condominium Corporation must, by law, insure the common elements against all major perils, and such other perils as the Declaration and By-laws of the individual corporation may stipulate. This policy is known as the master policy. The common elements, the basic units, and the building itself must be insured to full replacement value - as at the time the developer registered the property.

“Major perils” consist of fire, lightening, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious mischief. “Water escape” refers to water originating either outside the condominium premises, or within the common elements.

The Corporation must also maintain a policy against liability resulting from a breach of duty. Breach of duty coverage refers to liabilities resulting from the failure of the Corporation to act in the case of known hazards.

The master policy covers everything outside the base coat of paint on the perimeter walls and ceilings of a unit. If the developer’s floor covering, wall paint, kitchen cupboards, countertops, etc. are still in place, damage to these is covered by the master policy. The deductible is paid by the unit owner.

### 6.3. Unit Owner’s Insurance

Each owner should have:

The individual owner is partially covered by the corporation’s master policy. If there is a fire, the master policy will cover repairs and replacements to restore the common elements and damaged units to the condition they were in when the developer sold to the first owner.

For example, if a fire breaks out in one unit through negligence and adjacent apartments are damaged, the master policy will restore all affected units to the condition they were in when the developer sold to the first owner. All damaged furniture and other contents are the responsibility of the unit owners who should have their own insurance to cover such an eventuality. The negligent owner will have to pay the deductible on the master policy.

Under the same scenario but without proof of negligence the same coverage apply, but no deductible will be assessed against the unit where the fire originated

In some cases the unit owner can be held responsible for damage to the common elements. For example, if the damage is caused by negligence the Corporation will hold that owner responsible for the deductible under the master policy.

If visitors are injured inside a unit, the master policy is not in effect.

The master policy does not cover any improvements owners or previous owners may have made to their apartments. Some have installed better quality kitchen cabinets, others have papered walls, upgraded floor covering, installed mirrored doors or tiles, etc. None of these is covered by the corporation's master policy, and must be included in the unit owners policy.

### Personal Belongings

The unit owners insurance must cover all personal belongings. It is wise to make an inventory to cover everything from children's toys to kitchen utensils, and include major improvements that have been made to the apartment. The inventory should be kept in a safe place and be up to date so far as major purchases are concerned.

This inventory is needed:

- <sup>35</sup><sub>17</sub> To decide how much coverage is required now;
- <sup>35</sup><sub>17</sub> To refresh the memory after a loss as to what was owned (After a major fire or a burglary many people forget about items that they do not use daily);
- <sup>35</sup><sub>17</sub> To use as proof to an insurance adjuster after a loss.

### Special Items

- <sup>35</sup><sub>17</sub> For some special items such as jewelry, furs, silverware, stamp and coin collections and securities, coverage is either excluded or extremely limited under all insurance policies. Articles such as these that have high value or that regularly leave the premises must be insured separately by a special rider on the policy. If you have any such items, be sure your insurance agent knows about them.

### Plumbing

As a guideline, here are some examples of plumbing areas that are the unit-owner's responsibility:

- <sup>35</sup><sub>17</sub> Leaks around the bathtub.
- <sup>35</sup><sub>17</sub> Water leaking under toilets; sealant dried out.
- <sup>35</sup><sub>17</sub> Water leakage from an appliance or waterbed.
- <sup>35</sup><sub>17</sub> Leaking pipes under sinks.
- <sup>35</sup><sub>17</sub> Sink, tub or toilet overflow due to negligence.
- <sup>35</sup><sub>17</sub> Laundry shut-off valves.
- <sup>35</sup><sub>17</sub> Shower & Tub fixtures.
- <sup>35</sup><sub>17</sub> Bathroom & Kitchen fixtures.

### Electrical

All outlets and electrical wiring in the suite are the responsibility of the Owner. Note that the fuse box and breakers themselves are the responsibility of the Owner.

The unit owner's insurance policy should cover at a minimum:

- <sup>35</sup><sub>17</sub> All improvements made to an apartment since the developer sold to the first owner.
- <sup>35</sup><sub>17</sub> All personal contents.
- <sup>35</sup><sub>17</sub> Temporary shelters in case the unit is not habitable.
- <sup>35</sup><sub>17</sub> Damage by a water leakage to another unit causing damage to personal contents.

<sup>35</sup><sub>17</sub> Liability insurance.

Many insurance companies offer condominium packages. These cover the contents of the unit including all upgrades. Most policies contain specific cost limits on repairs to improvements, so owners should carefully examine what the different insurance companies offer. Owners should also consider adding a replacement value endorsement to their policy, under which repairs are made regardless of the effects of inflation. Owners should consider adding a deductible endorsement on their policy.

## 6.4. Things To Avoid

<sup>35</sup><sub>17</sub> Insurance policies with limited water damage coverage. Some policies will cover only against water from burst pipe. If your upstairs neighbour's washing machine or sink overflows, you are out of luck if the unit responsible does not have insurance.

<sup>35</sup><sub>17</sub> Insurance company that try to pass off 'Tenant's Package' policies to condominium owners. The coverages are not the same.

<sup>35</sup><sub>17</sub> Insurance agents who will not take the time to find out what you need and will not explain to you what you buying.

## 6.5. Procedure

The procedure that should be followed when an insurance claim is made concerning either the Corporation or another owner is as follows:

The owner / resident who experienced the damage:

<sup>35</sup><sub>17</sub> Immediately notify the Management Office and Front Desk.

<sup>35</sup><sub>17</sub> Make a claim against your own insurance policy.

<sup>35</sup><sub>17</sub> Follow the instructions of your insurance company.

The unit causing the damage:

<sup>35</sup><sub>17</sub> Contact the Management Office and Front Desk.

<sup>35</sup><sub>17</sub> Give the name and telephone number of your insurance company to the Management.

<sup>35</sup><sub>17</sub> Inform your personal insurance company of the problem.

Management:

<sup>35</sup><sub>17</sub> Inspect the extent of the problem.

<sup>35</sup><sub>17</sub> If appropriate, contact the Master Policy company.

<sup>35</sup><sub>17</sub> Inform unit owners of the responsibility of the Corporation and of the unit owners.

In those cases where the Corporation is responsible for the cost of repair, the Corporation's insurance company normally sends a contractor to do the work.



## 6.6. Rules and Regulations — TSCC No. 1625

### Proposed rules

Respecting the use of common elements and units on Toronto Standard Condominium Corporation Plan No. 1625

Originally made and passed by the board of directors of Toronto Standard Condominium Corporation No. 1625 on the 1st day of May, 2006

The Board of Directors of Toronto Standard Condominium Corporation No. 1625 (the Corporation) has repealed all previous Rules of the Corporation and has replaced same with the Rules hereinafter set out.

Ratified by the owners at the Annual General Meeting on the 13th of July, 2006.

The following rules shall be observed by the owner, owners, tenant, tenants, or any resident or occupant, or residents or occupants of the units, and the terms “owner”, “tenant”, “resident” and “occupant” or the plurals thereof, shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such owner, tenant, resident or occupant and shall further include the guests or visitors of any such owner, tenant, resident, occupant, or any such person or persons.

## 1.0 Definitions

### 1.01 A. The following terms shall have the following meanings:

“Corporation” shall mean Metropolitan Toronto Condominium Corporation No. 1625

“Board” shall mean the board of directors of Metropolitan Toronto Condominium Corporation No. 1625;

“building” shall mean the building(s) on the condominium property, and the associated grounds, as per the plans filed as the Description;

“superintendent” or “superintendents” shall mean the superintendent or superintendents of the building from time to time or any of them;

“Property Manager” shall mean the property manager hired by the Corporation, from time to time;

“Owner” shall mean an owner of a unit in Metropolitan Toronto Condominium Corporation No. 1625.

“Resident” shall mean a unit owner or a tenant, in any unit in Metropolitan Toronto Condominium Corporation No. 1625.

“guest” shall mean one who stays overnight, or longer, with, or with the permission of, an owner or authorized occupant, and where no financial transaction with respect to the use of the suite has occurred or will occur.

“visitor” shall mean one who is invited to visit or visits for a day or part thereof, and “visitor” shall include “visitors”;

“tenant” shall mean one who occupies a unit for a term determined by law, of no less than twelve months duration.

“conciierge” shall mean the employees of the security company, if any, with which the Board has contracted for the provision of their services from time to time, or shall mean the employees hired by the Corporation for the provision of security and/or conciierge services.

B. Where applicable, the terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998 and Regulations made thereunder.

## 2.0 Fire Prevention

- 2.01 No one shall do or permit anything to be done in his/her unit or on the common elements or bring into or keep anything in his/her unit or on the common elements which will in any way increase the risk of fire or the rate of fire insurance on the building or on any personal property kept therein, or on the personal property belonging to any owner or resident, or conflict with the laws relating to fire safety or with the regulations of the Fire Department or with any insurance policy carried by the Corporation, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 2.02 No one shall overload existing electrical circuits.
- 2.03 No highly combustible or environmentally offensive goods, provisions or materials shall be kept on the property.
- 2.04 No highly combustible material or flammable goods shall be stored in the locker rooms.
- 2.05 All Items shall be stored inside the locker. Lockers shall be kept locked at all times except when an owner is present and using same.
- 2.06 No barbecuing shall be permitted on any balcony.
- 2.07 Smoking is not permitted in any of the indoor common elements. This shall include the lobby, the elevators, parking garages, and all hallways and stairwells.
- 2.08 No one shall fail to comply with the municipality’s safety rules, and the Fire Chief’s Guide and suggestions as provided to each resident as posted on each floor.
- 2.09 No one shall fail to empty and properly maintain the dryer lint traps in the ceilings or walls or in any dryer, as recommended by the dryer manufacturer or at least once monthly.
- 2.10 Commercial units are subject to all relevant rules of the Corporation as specified by the Board from time to time. The commercial units must comply with all applicable rules, statutes, ordinances, and by-laws of the Fire Department, the City of Toronto, the Board of Health, and other relevant municipal or other government agencies.

## 3.0 General Security

- 3.01 No one shall fail to report forthwith to security any incident of unauthorized entry to the building or any emergency concerning any elevator or otherwise affecting the safety and security of the building.
- 3.02 No one shall fail to leave their motor vehicle locked, with windows closed, and keys removed upon leaving the motor vehicle parked in the parking areas.
- 3.03 No one shall admit anyone into the building unless such person is known to that person.
- 3.04 No one shall solicit or permit solicitation by any person in the building for any cause, charitable or otherwise, except for the canvassing or distributing of election material 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 or for the

Board of Directors of the Corporation or by owners of units in the building concerning important building issues.

#### 4.0 Vehicle And Bicycle Traffic And Parking Control

- 4.01 No one who is not a Resident, or employee or contractor of the Corporation, shall be permitted to park a vehicle on the condominium premises except as noted under 4.10
- 4.02 No owner of a parking unit who also owns a residential dwelling unit or a commercial unit shall sell, or otherwise dispose of his parking unit unless such sale also includes his residential dwelling unit or commercial unit or the parking unit is sold to an existing unit owner.
- 4.03 All motor vehicles operated by owners, residents, their guests or visitors and authorized to park in the parking garage must be registered at the Property Management office and/Superintendent. The description of the vehicle and the license number must be registered at the management office.
- 4.04 Car washing is not permitted in the parking garages or common elements.
- 4.05 The leasing of a parking unit to any person other than a Resident is not permitted.
- 4.06 No barrier, enclosure, or partial enclosure of any parking unit is permitted.
- 4.07 Parking units shall only be used for parking of authorized vehicles only. No storage of any kind is permitted within the parking unit.
- 4.08 No owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon a parking space or the common elements any vehicle that in the opinion of the Board or Property Manager may pose a risk, either by its length of unattended stay, its physical condition, such as oil or gas leaks, or its potential damage to the property.
- 4.09 Parking is prohibited in fire routes, entrance ways, delivery and service areas, rights-of-way within the parking garages, or any areas of the parking garage or the common elements that are not designated or authorized as parking spaces.
- 4.10 Visitor parking is solely for the use of visitors and overnight guests. In view of the shortage of these parking spaces, parking permits will only be issued to overnight guest(s) for a maximum of 24 hours. The Property Manager or his agent solely at his/her discretion may extend parking requests.
- 4.11 Trucks, one-half ton pick-up, three-quarter ton pick-up, or van, or sports utility vehicle which, by reason of size, are unable to easily enter the underground parking garage, or easily occupy a parking space, shall not be driven therein or parked thereon. Vehicles permitted into the underground garage shall be less than the maximum height restriction of 6.1 feet or 1.82 meters.
- 4.12 Bicycles must be kept in kept in the bicycle room, bicycle racks, and storage lockers or in areas designated by the Board from time to time. No bicycles are to be transported in hallways, elevators or corridors.
- 4.13 No one shall permit any gasoline, oil or other harmful substance to escape onto the surface of the parking spaces, driveways or common elements. No repairs or adjustments to motor vehicles shall be carried out on the common elements. Other than as a temporary expedient, mats, trays or other containers may not be placed on the surface of the parking spaces as an alternative to repairing the cause of the escape of the gasoline, oil or other harmful substance.
- 4.14 Propane fuelled vehicles are prohibited within the parking garage.

- 4.15 Any motor vehicle which is parked in contravention of these rules may be ticketed and/or towed away and retrieval shall be at the expense of the vehicle owner.
- 4.16 No motor vehicle occupying a parking space near a fire hose cabinet shall be parked in a manner that would prevent access to the cabinet, or obstruct the cabinet door from being opened a minimum of 90 degrees.

## 5.0 Use Of Common Elements And Units

- 5.01 All keys for real estate showings shall be handled through the Concierge. Management should be advised of units on market in order to be aware of real estate showings. Arrangements for showings must be made through the Concierge.
- 5.02 No one shall change, add to, or re-key the lock on his unit entry door unless it is keyed to the building master.
- 5.03 A charge will be levied for the building entry key(s) and a charge will be levied for the FOB(s) and garage remote control(s) as per Schedule "A", the owner's information sheet and Schedule "B", the tenant's information sheet.
- 5.04 No decoration, ornamentation, or otherwise may be affixed to the exterior of suite doors.
- 5.05 No change to the outer surface of any unit access door shall be made without the prior written consent of the board.
- 5.06 No articles, carriages, carts, motorized carts, bicycles, footwear, mats, refuse, garbage, or other objects shall be left in the corridors or stairwell areas.
- 5.07 No radio or television antennae, dish receiver, aerial tower or similar structure shall be erected or placed on or fastened to any unit, the common elements, or exclusive use common elements.
- 5.08 No signs, billboards, notices or other advertising matter of any kind shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building, windows, or the common elements without the prior written consent of the Board.
- 5.09 Toilets and other water apparatuses shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes, kitty litter or other substances shall be thrown therein. Any damage resulting from misuse or from unusual or unreasonable use shall be the responsibility of the owner who, or whose family, guests, visitors, employees or agents cause same.
- 5.10 There shall be no fixtures, attachments, decorations or other objects or items placed, attached, or affixed to any common element or exclusive use common elements, including shades or awnings over the exterior portion of windows, unless prior written consent and approval has been obtained from the Board and the unit owner seeking such has complied with all requirements prescribed by the Board, from-time-to-time, dealing with such issues as maintenance, insurance, alteration agreement, specifications, plans, drawings, aesthetics, and otherwise relating to the proposed shades or awnings.
- 5.11 No hanging or drying of clothes shall be allowed on balconies.
- 5.12 Balconies patios and terraces shall not be used for storage, except for seasonal furniture.
- 5.13 Planters or containers must not be mounted over the outside edge of balcony railings.
- 5.14 No one shall store bicycles on balconies.
- 5.15.1 With respect to any window, no materials other than drapes or blinds shall be installed on the inside thereof, and no materials shall be utilized on the outside of such window to prevent the passage of light. The exterior facing side of such drapes or blinds shall be off-

white, beige or white in colour. Where, in the opinion of the Board or the Property Manager, such drapes or blinds do not conform with the foregoing requirements, then such drapes must be altered to so conform, or shall be removed within two (2) weeks of receipt of written request to do so.

- 5.15.2 No Aluminum film, reflecting or insulating material or foreign materials shall be placed on the inside or the outside of any window (except blinds, curtains or drapes in conformity with 5.15.1).
- 5.16.1 No one shall make or permit any excessive noise in a unit or on the property or do anything that will disturb or interfere in any way with other Residents. Written notice shall be given to the Resident if the situation persists.
- 5.16.2 Any maintenance or repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. And 5:00 p.m.
- 5.17 In-suite water lines shall be shut off at the valve in the unit used for the dishwasher and washing machine when the occupant leaves the unit for more than one week.
- 5.18 Occupants of units shall not leave the unit while the dryer, or the washing machine or the dishwasher is in operation.
- 5.19 No auction, garage sale or other events to which the general public is invited shall be held on the property without the prior written consent of the Board, which consent may be arbitrarily withheld.
- 5.20 No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony.
- 5.21 No alcoholic beverages shall be consumed anywhere on the common elements with the exception of the Multipurpose Room.
- 5.22 No one shall engage in any form of sport, or ride a bicycle, or roller blade, or skateboard on the common element areas, driveways, or parking spaces.
- 5.23 No person shall enter or leave the building on foot by way of the garage door used for entry and exit by motor vehicles.
- 5.24 No one shall tamper with, or cause damage, to fan coil units, thermostats, fireplaces, heat detectors, smoke detectors, speakers, or security panels.
- 5.25 Keys/fobs shall be used at all times for all doors with readers.
- 5.26 A resident shall be allowed access to a unit by the building master key if the suite key is lost or misplaced. The person requesting access to the unit must provide I.D., and be registered with the Property Management.
- 5.27 Garburators are illegal and are not permitted in residential units.
- 5.28 Each residential unit shall be occupied and used as a private single-family residence only. Any partitioning of units is not permitted.
- 5.30 Newspapers left in the corridors by third parties, and not collected by Residents in a timely manner may be collected at the discretion of the Property Manager and the staff.
- 5.31 Elevators doors must not be forced open by any device or barrier that interferes with normal operation.
- 5.32 Insurance for contents, betterments, improvements and liability within the unit is the responsibility of the Resident of the unit.
- 5.33 No Resident shall permit or suffer the infestation of his or her dwelling unit or adjacent common elements by pests, vermin, insects or rodents. In the event that such infestation occurs, the Resident shall immediately report same to the Property Manager and shall

thereafter cooperate with the Property Manager to provide access to the infested unit for the purposes of conducting pest control operations, including any spraying program. Residents shall prepare their units in the manner prescribed by the Corporation or its authorized personnel, and shall cooperate with such parties to the extent required in order to carry out the full intent of this rule. Any costs, damages, or liabilities incurred by the Corporation as a result of the failure of a Resident to prevent the infestation or to cooperate with the Corporation's pest control operations, shall be deemed to be additional contributions to the common expenses payable for the unit and shall be collectible as such.

- 5.34 Upon receipt of written notice, each Resident shall permit entry to his unit for the purpose of the conducting of pest control operations, including any spraying program. Each Resident shall prepare the unit in the manner prescribed in the said written notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall cooperate in order to carry out the full intent of this rule.

## 6.0 Garbage & Recycling

- 6.01 No one shall place, leave or permit to be placed or left in, or upon, the common elements, including those of which such owner has the exclusive use, except in such areas hereinafter mentioned, any debris, refuse or garbage.
- 6.02 Nothing shall be placed in the garbage chute which may result in the blockage of such chute.
- 6.03 All debris, refuse and garbage, except the materials hereinafter mentioned, shall be placed in the garbage chute in the garbage room located on each floor, by Residents residing on such floors.
- 6.04 Glass, plastic PVC, newspapers, small boxes, cardboard cartons shall not be placed in the garbage chute, but shall be placed in recycling containers in the location specified for such purpose. Large cardboard boxes shall be broken down, tied and brought down to the main recycling containers in the garbage room on the main floor.
- 6.05 Garbage of any kind shall not be left on the garbage room floor.
- 6.06 All garbage must be wrapped and sealed in bags small enough to freely fit into the chute.
- 6.07 Garbage bags must be pushed down the chute and ensure the chute door is firmly closed after use.
- 6.08 Coat hangers, cardboard or recyclables should not be put down the chute.
- 6.09 All kitty litter must be double bagged, securely tied and pushed down the chute.
- 6.10 Each Resident shall use the appropriate recycling boxes, and handle cardboard in the manner posted in each garbage room.

## 7.0 Owners And Tenants

- 7.01 A lease or tenancy of any unit shall be for a term of no less than twelve months. No unit shall be occupied under a lease, contract, or license arrangement for transient or hotel purposes. All tenancies of units shall be in writing and a copy must be filed with the Property Management as requested. No roomers or boarders are permitted unless they have a 12-month agreement. If a unit is found not to be leased under these terms and conditions, the Board may request, in writing, to have such occupants removed.
- 7.02 Upon entering into any lease of his or her unit, the owner, or the owner's appointed agent shall provide:

- (a) the tenant with a copy of the Declaration, By-laws and Rules, copies of which can be purchased from the Corporation at a fee determined by the Board from time to time.
  - (b) the Corporation with the owner's new or existing off site address and telephone number by providing such information to the Property Manager, and to the tenant; and such other information as the Board of Directors may from time to time reasonably require.
- 7.03 Prior to moving into a unit, and concurrent with the reservation of the elevator for a move, each Owner or Tenant, as the case may be, shall complete the Owner's Information Sheet (attached to the rules as Schedule "A") or the Tenant's Information Sheet (attached to the rules as Schedule "B"), and shall subsequently revise it as required.
- 7.04 No elevator shall be used for moving in unless the Owner's Information Sheet or Tenant's Information Sheet, as the case may be, has been duly completed and provided to the Property Manager or it's agent.
- 7.05 Within seven (7) days of ceasing to rent his or her unit or within seven (7) days of being advised that his or her tenant has vacated or abandoned the unit, as the case may be, the owner, or his/her authorized agent shall notify the Corporation, in writing, that the unit is no longer occupied or rented
- 7.06 Owners shall ensure that their tenants strictly comply with the provisions governing the use and occupation and leasing of residential units set forth in these Rules. If an owner fails to obtain and complete the Tenant's Information Sheet, and covenant required by the Declaration from his tenant as required, or fails to ensure his own compliance and that of the tenants with the requirements of the Condominium Act, the Declaration, By-laws and the Rules, any person or persons intending to reside in the residential unit and use the common elements shall be considered an unauthorized person and entry to the buildings or any part of the common elements including the recreational amenities may be expressly denied to that person by the Property Manager or Superintendent until such person(s) and the owner have fully complied with the Act, the Declaration, By-laws and the Rules.
- 7.07 No owner or authorized agent of a dwelling unit who has leased, rented out, or licensed such unit to an entity or person or persons who is or are in residence in such dwelling unit (such owner being hereinafter referred to as an absentee owner) shall be permitted to use directly or indirectly, any common element area or any amenity or amenity area in any of the common element areas of the property including, and without limiting the generality of the foregoing, any party room, exercise room, and terraces. Such absentee owner shall, however, be permitted entry to the common element areas of the property for the purposes of attendance at or to Corporation business meetings or in order to attend at the dwelling unit itself in order to deal with the occupant or the dwelling unit in matters concerning the tenancy or occupancy of the dwelling unit.
- 7.08 Every new Resident shall register with Property Manager and/or superintendent keys/fobs which were turned over by the previous owner or the previous tenant immediately prior to their moving in.
- 7.09 Each Resident shall notify Property Manager immediately if their key/fob is lost or stolen.
- 7.10 Everyone shall register with the Property Manager the serial numbers of their keys/fobs and remote control units within fifteen (15) days of receiving such request from the Board of Directors.

## 8.0 Deliveries

8.01 All moving vans and delivery vehicles are required to provide the following information with security:

- (i) driver's company
- (ii) licence plate number
- (iii) name of resident and unit for delivery
- (iv) arrival and departure time.

### Furniture and Large Items and Decorating and Renovation Material

8.02 No moving or delivery of any furniture and/or furnishings, interior decorating or renovation material or tools shall take place through the lobby, but through the moving room at the rear of the building.

8.03 The moving room and elevator must be reserved with the Front Desk.

8.04 Moving and delivery hours are 9:30 a.m. to 5:00 p.m. and 7:00 p.m. to 9:00 p.m. with completion no later than 9:00 p.m.

8.05 A Security/ Damage Deposit is required in the amount of \$300.00 cash when moving room and elevator are booked and will be refunded provided no damage is done to the moving room area, elevators, or common elements.

8.06 A pre and post inspection of all common areas and elevators for damages will be done prior to a move in or out of the building or a delivery. A form will be provided by Property Management or its agent.

8.07 Large or heavy articles such as furniture may be delivered directly to the Resident's apartment by the delivery personnel providing the Resident books the loading dock and elevator with superintendent or provides the suite key to the superintendent together with a letter of authorization to this effect including authorization to release the suite key to the delivery personnel. The Corporation, Management, Superintendent or its agents accepts any liability for any reason whatsoever in connection with the release of such key.

8.08 All cardboard, packing materials, old appliances/furniture, boxes etc. must be removed from the site by the moving/delivery people or the Resident.

8.09 Contractors doing any decorating or renovation work in suites must remove all debris from the site. The garbage chute or garbage bins shall not to be used for such removal.

### Keys, Envelopes and Small Parcels to Concierge Desk

8.10 Keys, envelopes or small parcels will not be accepted unless the Corporation, Management, Superintendent or its agent, is in possession of authorization to do so, and a waiver of the Corporation's responsibility for any loss or damage of said item(s), is signed.

8.11 Cash, registered mail, items of any value, large or heavy furniture, or anything that cannot easily be carried by one person, will not be accepted.

8.12 Keys will be accepted only upon written instructions, signed by the owner, the tenant, or the agent authorized by the owner in writing to the Property Management office, of the disposition of the key.

8.13 Hazardous materials shall not be accepted.

## 9.0 Pets



- 9.01 No animal, livestock, reptile or fowl, other than a household pet as herein defined, shall be kept by an owner or tenant and then only in his unit and no such pet shall be allowed on the common elements except when traversing such common elements for entry and egress to and from the building and, when on the common elements, such pet shall be restrained at all times. "Household pet" shall mean a quiet caged bird, aquarium fish, turtle, cat or dog. No such pet that is deemed by the board in its absolute discretion, to be a nuisance, shall be kept by any owner in any unit. Any owner who keeps such a pet in any unit shall within two (2) weeks of receipt of written notice from the board or property manager requesting the removal of such pet, permanently remove such pet from the unit and the property.
- 9.02 Only one household pet will be allowed per unit, unless authorized by the board.
- 9.03 While no pet is permitted in or on the common elements, should any such pet urinate or defecate on the common elements, including balconies, the owner of such pet shall be responsible to immediately clean up any area in which such pet has urinated or defecated. If building staff is forced to do the clean up, a charge will be levied.
- 9.04 No guests or visitors are permitted to bring pets into the building, other than those described in paragraph 9.01, and under conditions as provided for in paragraphs 9.02 .
- 9.05 No one shall keep in any unit, a fish tank or container for the purpose of keeping fish, of more than 50 gallons' capacity, whether or not fish are kept in same.
- 9.06 No dangerous animal or pet shall be in or about any unit or the common elements and/or including the balcony at any time.
- 9.07 No breeding of pets for sale shall be carried on in the property.

## 10.0 Amenities And Common Elements

- 10.01 The Corporation, its officers, employees and/or agents, shall not be responsible for any personal injury and/or loss of or damage to personal property during the use by any resident, guest or visitor of any amenities or common elements, howsoever caused.
- 10.02 Except where such visitor is unqualified or otherwise prohibited as hereinafter set out, any visitor may make use of any of the amenities in the building provided that the Resident being visited is present with such visitor at all times.
- 10.03 Smoking is not permitted at any time, in any of the indoor amenity areas, or in or on any of the indoor common elements, such as washrooms, hallways, stairwells, and lobby.
- 10.04 Building personnel are authorized to prohibit the immediate use of amenity areas, and to request the removal of any persons who willfully violate any of the relevant rules listed above and below. The board, acting reasonably, may suspend or terminate the right of an owner, tenant, visitor or guest to use the amenities or any one of the amenities.

### Exercise Room

- 10.05 The Corporation, its officers, employees and/or agents are not responsible for personal injury and/or loss of or damage to personal property, howsoever caused, while Residents and their guests are using the exercise room. Residents and their guests shall use the facility at their own risk.
- 10.06 The use of the exercise room shall be governed by the following rules:
- (i) Equipment use is limited to 30 minutes at a time, if others are waiting to use the apparatus.
  - (ii) Appropriate exercise attire/gym clothing (including shirts) and shoes must be worn while using the facility, or while walking through the centre.

- (iii) Residents or guests under the age of 16 must be accompanied by an adult at all times.
- (iv) No glass receptacles of any kind are permitted in the exercise room or change rooms.
- (v) Hours for use of this facility set by the Board of Directors from time to time must be obeyed.

## 11.0 Rental Of Main Floor Multi Purpose Room For Social Functions

11.01 No resident may use the main Floor Multi-Purpose Room for exclusive use social functions without first completing and executing a Rental Agreement, in a form approved by the Board from time to time, which sets out the terms and conditions for use of the Multi-Purpose Room. This document is available at the Concierge Desk.

The terms of the Rental Agreement are set out below, and may be amended by the Board from time to time.

11.02 The Renter shall provide a refundable booking deposit for use of the room in an amount determined by the Board of Directors from time to time.

11.03 The Renter shall pay a non-refundable fee for use of the room in an amount determined by the Board of Directors from time to time.

11.04 The Renter shall pay the cleaning fee, if needed, charged by the Corporation to clean the Multi-Purpose Room.

11.05 The function/event to be held shall be restricted to personal use only, and not for the use of any other outside organization or related activity, and the Renter shall not permit any activities on the premises that conflict with any federal or provincial statute or municipal by-law or the Condominium Act, or the Corporation's declaration, by-laws or rules.

11.06 The Renter will ensure that all guests and visitors to the function enter the common elements and leave the common elements by those entrances and exits as designated by the Corporation or its representatives. It is understood and agreed that prior to the function itself, such entrances and exits will be so designated to the Renter and the Superintendent shall be instructed that only those entrances and exits be used.

11.07 In the event that alcoholic beverages are permitted by the Board or Property Manager, in their sole discretion, to be consumed at a function, the Renter shall ensure that all necessary permits from the proper authorities are obtained, and shall file the same with the Property Manager prior to the beginning of the function, failing which the Property Manager may refuse the use of the Multi-Purpose Room.

11.08 The guests of the Renter will have no access to other recreational facilities of the Corporation. The Renter must ensure that no person attending the function loiters or creates a disturbance in the hallways, stairwells, parking areas, or lobby of the Corporation and that the function is contained in the Premises described in the Rental Agreement at all times. In the event that this covenant is breached, then the Corporation shall have the "RIGHT TO TERMINATE" the use of the Premises and the Premises must be vacated forthwith. The doors of the Premises leading to the common areas shall remain closed at all times during the function, except when people are arriving at the licensed area or leaving it.

11.09 The Renter shall be responsible for any damage from his own act or that of his guests or suppliers and must remain on the said premises at all times during the said function. Prior to the function's commencement, the Renter shall complete a take-over inspection with a representative of the Corporation. Thereafter, any damage to the premises or any other part of the Property must be paid for in full by the Renter. The Renter shall be responsible for any damage caused by his own act or that of his guests. At the termination of the

function, the Renter shall complete a further inspection of the premises with a representative of the Corporation and the Renter hereby authorizes the Corporation to deduct from the security/damage deposit lodged with it the cost to repair damage noted upon the said inspection.

- 11.10 Live bands or disc jockeys are not permitted.
- 11.11 Sunday to Thursday, music must end by 12:00(midnight) and premises vacated by 1 a.m. Friday to Sunday, music must end by 1 a.m. and the premises vacated no later than 2:00 a.m. Upon vacating the Premises, the Renter must ensure that all guests have left the building, unless guests are relocating to the Renter's unit.
- 11.12 Smoking is strictly prohibited on the Premises, and it will be the responsibility of the Renter to ensure that this rule is strictly adhered to by all attendees at the function.
- 11.13 The Corporation may hold back a sum to be determined by the Board of Directors from time to time as a penalty for the unreasonable breach of the Rules or any term of the rental agreement. Subject to said right of deduction for cleaning, security, damages and penalty, if applicable, the security deposit, after relevant deductions, shall be returned to the Renter within ten (10) working days of the day following the function.
- 11.14 The maximum number of people using the Multi-Purpose Room at any one time shall not exceed 30.
- 11.15 The Renter shall remove all items brought into the Multi-Purpose Room immediately after the end of the function.
- 11.16 The Renter assumes responsibility for all claims relating to injuries to persons or damage to property or any other loss arising from the use of the Premises in the licensing agreement and agrees to indemnify and save harmless the Corporation and its directors, officers and employees against such claims. The Renter shall be personally liable for any damage caused to the Premises, its contents or to any unit or to any part of the common elements by the Renter or anyone attending the function.
- 11.17 The Corporation covenants and agrees with the Renter to allow, subject to the Rules and the terms of the Rental Agreement, unhampered use of the Premises, unless such use becomes a nuisance to the other owners, residents, occupants of the condominium building. The Renter's rights are subject to the rights of representatives of the Corporation to attend the function from time to time to ensure that the covenants and conditions of this agreement are complied with.
- 11.18 The Renter covenants and agrees with the Corporation Licensor that the facilities pertaining to the Corporation and this room in particular are made available to the Renter upon the understanding that all of the Rules and provisions of the Declaration of the Corporation are part of the agreement herein, and the Renter agrees to do and perform all things necessary for their proper compliance. The Renter acknowledges reasonable sound levels will be maintained at all times.
- 11.19 Reservations for the main floor Multi-Purpose Room must be made through the Front desk. Such reservation does not include the use of any other common element areas, except the corridors between the lobby and the main Floor Multi-Purpose Room, for entering and exiting purposes only. The doors to the main floor Multi-Purpose Room from the corridor must remain closed at all times.
- 11.20 Arrangements must be made in advance with the Management for deliveries by caterers.
- 11.21 No resident obtaining the use of this room shall permit its use by any non-resident group unless the resident is a member of such group and is present at all times.

11.22 Confetti, rice, beans, or similar matter are not permitted whatsoever in the Multi-Purpose Room

11.23 The Multi-Purpose Room shall not be used for any commercial or retail purposes, unless authorized by the Property Manager or the Board.

11.24 Corporation and management functions take precedence over any advanced booking and the licensing agreement is subject to cancellation up to ten (10) days prior to the function.

### 13.0 Complaints

13.01 Any complaints or information with respect to matters involving the safety or security of the building or any person thereon shall be communicated to the property manager forthwith in writing.

### 14.0 Severance

14.01 Where any Rule or part of any Rule is found to be invalid or unenforceable, then the remainder of these Rules shall remain in full force and effect.

### 15.0 Balconies and Terraces

15.01 Certain units have exclusive use of common facilities designated as balconies as described by the Declaration of the Corporation.

#### Furniture

15.02 Only seasonal furniture is allowed on any balcony. Any such furniture must be safely secured to prevent it from being blown off by high winds.

15.03 No barbecuing is permitted on balconies.

15.04 No storage of any kind is permitted on the balconies other than seasonal furniture.

#### Decoration

15.05 No part of any balcony or terrace shall be painted except by the Corporation.

15.06 No apparatus or seasonal decoration of any kind or other items that are visible from outside the building shall be installed on the railing of any balcony.

#### Balconies

15.07 In order to facilitate access for repair and maintenance of the waterproofing systems, all material must be easily removable. Residents may be required to temporarily relocate or remove material, which would obstruct this work.

### 16.0 Headings

16.01 The headings in these Rules are for convenience of reference only and do not form any part hereof and in no manner modify, interpret or construe the Rules.

#### General

The Board shall have authority to pass rules and guidelines at any time applicable to any specific common element area or applicable to all common element areas and, in particular, without limiting the generality of the foregoing, with respect to the various amenity areas including the exercise room, and with respect to garbage rooms and chutes, and upon such rules or

guidelines being posted in any specific area, same shall have the force and effect of these rules and may be enforced accordingly.

MADE AND PASSED BY THE BOARD OF DIRECTORS

ON THE \_\_\_\_ THE DAY OF \_\_\_\_\_, 2010

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President

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Secretary

Schedule "A"

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Owners' Information Sheet

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

Date: \_\_\_\_\_

Municipal address of the premises: 255 Richmond Street East, Toronto, ON

Suite: \_\_\_\_\_ Parking Space No. \_\_\_\_\_

Storage Locker Unit know as Locker No. \_\_\_\_\_ at Level \_\_\_\_\_

Key Number(s) \_\_\_\_\_ Fob Number(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vehicle Plate Number(s) \_\_\_\_\_

Number of Occupants: Adult: \_\_\_\_\_ Children: \_\_\_\_\_ Total: \_\_\_\_\_

Adults' Full Name(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Children's Full Name(s) \_\_\_\_\_

\_\_\_\_\_

Home Phone Number \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

I/We acknowledge that as a condition of obtaining:

<sup>35</sup>/<sub>17</sub> keys to the common elements or non-duplicable keys if issued by the Condominium Corporation;

<sup>35</sup>/<sub>17</sub> an elevator reservation to move into the building; that:

I/we must complete this form and register with the Property Manager as required by the Rules of the Condominium Corporation the motor vehicle(s) and agree to comply with all the rules of the Condominium Corporation respecting motor vehicles.

I/We hereby acknowledge that the premises which I/we intend to occupy are to be used as a private, single-family residence and for no other purpose and that I/we have listed the names of

all people who will be occupying the unit and that I/we will immediately notify the Property Manager of any change.

I/We acknowledge on behalf of myself/ourselves or any member of my/our family residing in the unit that I/we fully understand the Declaration, By-laws and Rules of Metropolitan Toronto Condominium Corporation No. 1625 (the Corporation), which I/we have read and I/we agree to comply with same. Furthermore, I/we shall ensure that my/our visitors or guests are aware of, and comply with, the Declaration, By-laws and Rules. We understand that if I/we or my/our guests contravene the Declaration, By-laws or Rules, the Corporation may take legal action to enforce my/our or my/our guests' compliance with same, all at my/our cost.

I/We agree to notify the Corporation if the unit is leased, and have the tenants complete the Tenant's Information Sheet, and provide such Information Sheet, duly signed, to the Property Manager; and I/we will provide to the Condominium Corporation my/our new address or any changes therein. I/We acknowledge that I/we are signing this information sheet as a certification of the facts and matters contained herein.

I/We agree to pay to the Corporation \$15.00 for each Access Card supplied by Corporation.

I/We agree to pay to the Corporation \$65.00 for each Remote Control (FOB) supplied by Corporation.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

SCHEDULE "B"

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Tenants' Information Sheet

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

Date: \_\_\_\_\_

Municipal address of the premises: 255 Richmond Street East, Toronto, ON

Suite: \_\_\_\_\_ Parking Space No. \_\_\_\_\_

Key Number(s) \_\_\_\_\_ Fob Number(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord's Name \_\_\_\_\_

Landlord's Permanent Address \_\_\_\_\_

Term of Lease \_\_\_\_\_

Commencement Date \_\_\_\_\_

Tenant Information

Full \_\_\_\_\_ Name(s) \_\_\_\_\_

Driver's \_\_\_\_\_ Licence \_\_\_\_\_ Number \_\_\_\_\_

Vehicle Plate Number(s) \_\_\_\_\_ Make/Model \_\_\_\_\_

Number of Occupants: Adult: \_\_\_\_\_ Children: \_\_\_\_\_ Total: \_\_\_\_\_

Adults' Full Name(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Children's Full Name(s) \_\_\_\_\_

\_\_\_\_\_

Home Phone Number \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone  
Number \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency  
Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_



I/We acknowledge that as a condition of obtaining:

<sup>35</sup>/<sub>17</sub> any keys to the common elements or non-duplicable keys if issued by the Condominium Corporation;

<sup>35</sup>/<sub>17</sub> an elevator reservation to move into the building; that

I/we must complete this form, and register with the Property Manager as required by the Rules of the Condominium Corporation, for the motor vehicle(s) and agree to comply with all the rules of the Condominium Corporation respecting motor vehicles.

I/We hereby acknowledge that the premises which I/we intend to occupy are to be used as a private, single-family residence and for no other purpose and that I/we have listed the names of all people who will be occupying the unit and that I/we will immediately notify the Property Manager of any change.

I/We acknowledge on behalf of myself/ourselves or any member of my family residing in the unit that I/we fully understand the Declaration, the By-laws and the Rules of Toronto Standard Condominium Corporation No. 1625, which I/we have read and I/we agree to abide by the same. I/We realize that if I/we contravene the Declaration, By-laws or Rules of Toronto Standard Condominium Corporation No. 1625 that action may be taken under any successor to or under Section 49(1) of the Condominium Act which states that: "where a duty imposed by this Act, the Declaration, the By-laws or the Rules is not performed, the corporation, any owner, the bureau or any person having a registered mortgage against a unit and common interest, may apply to the county or district court for any order directing the performance of the duty" and subsection (2) which states that: "The court may by order direct performance of the duty and may include in the order any provision that the court considers appropriate in the circumstances. I/We further realize that the court has the right to terminate my tenancy under this section.

I/We hereby agree and undertake on behalf of myself/ourselves and any resident or occupant of the said unit that I/we, the members of my household and any guest from time to time, will, in using the unit rented by me/us and the common elements, comply with the Condominium Act, the Declaration, the By-laws and all Rules of the Metropolitan Toronto Condominium Corporation No. 1625, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act.

I/We acknowledge on behalf of myself/ourselves or any member of my/our family residing in the unit that I/we fully understand the Declaration, By-laws and Rules of Toronto Standard Condominium Corporation No.1625

1625 (the Corporation), which I/we have read and I/we agree to comply with same. Furthermore, I/we shall ensure that my/our guests are aware of, and comply with, the Declaration, By-laws and Rules. We understand that if I/we or my/our guests contravene the Declaration, By-laws and Rules, the Corporation may take legal action to enforce my/our or my/our guests' compliance with same, all at my/our cost.

I/We acknowledge that I/we are signing this information sheet as a certification of the facts and matters contained herein.

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
DATE

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1625**

**FINANCIAL STATEMENTS  
WITH INDEPENDENT AUDITOR'S REPORT  
AUGUST 31, 2020**

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

August 31, 2020

## Contents

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## INDEPENDENT AUDITOR'S REPORT

To the Unit Owners of  
**Toronto Standard Condominium Corporation No. 1625**

### Opinion

We have audited the financial statements of Toronto Standard Condominium Corporation No. 1625 (the "Corporation"), which comprise the statement of financial position as at August 31, 2020 and the statements of operations and changes in fund balances of the general fund, reserve fund, and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 1625 as at August 31, 2020, 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 auditing standards. Our responsibilities under those standards are further described in the *Auditor's 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 these 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.

### Auditor's 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 auditor's 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. 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 misstatements 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.

(continued)

## INDEPENDENT AUDITOR'S REPORT (continued)

- 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 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 auditor's 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 auditor's 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.

*Rapkin Wein LLP*

Chartered Professional Accountants, Licensed Public Accountants  
Toronto, Ontario  
December 9, 2020

**Toronto Standard Condominium Corporation No. 1625**

**Statement of Financial Position**

**As at August 31, 2020**

	Note	General	Reserve	2020	2019
<b>ASSETS</b>					
<b>Current</b>					
Cash		\$ 497,785	\$ 574,277	\$ 1,072,062	\$ 1,133,796
Common element fees receivable		5,150	-	5,150	4,860
Sundry receivables		1,859	-	1,859	1,240
Interfund balance		(5,163)	5,163	-	-
Prepaid expenses		23,299	-	23,299	15,362
		<b>522,930</b>	<b>579,440</b>	<b>1,102,370</b>	<b>1,155,258</b>
<b>Investments</b>	<b>[3]</b>	-	1,768,223	1,768,223	1,575,099
<b>Capital assets</b>	<b>[4]</b>	46,965	-	46,965	46,965
		<b>46,965</b>	<b>1,768,223</b>	<b>1,815,188</b>	<b>1,622,064</b>
<b>TOTAL ASSETS</b>		<b>569,895</b>	<b>2,347,663</b>	<b>2,917,558</b>	<b>2,777,322</b>
<b>LIABILITIES</b>					
<b>Current</b>					
Accounts payable and accrued liabilities		119,175	1,186	120,361	194,690
<b>NET ASSETS</b>		<b>\$ 450,720</b>	<b>\$ 2,346,477</b>	<b>\$ 2,797,197</b>	<b>\$ 2,582,632</b>
<i>Increase (decrease) in Net Assets, in thousands</i>		(3)	217	214	
<b>Net Assets represented by fund:</b>					
General		\$ 403,755	\$ -	\$ 403,755	\$ 406,337
Capital asset	<b>[2.a]</b>	46,965	-	46,965	46,965
Reserve	<b>[2.a] [5]</b>	-	2,346,477	2,346,477	2,129,330
		<b>\$ 450,720</b>	<b>\$ 2,346,477</b>	<b>\$ 2,797,197</b>	<b>\$ 2,582,632</b>

**Approved on Behalf of the Board:**



\_\_\_\_\_  
Director



\_\_\_\_\_  
Director

*The accompanying notes are an integral part of these financial statements.*

**Toronto Standard Condominium Corporation No. 1625**  
**Statement of General Operations and Changes in Fund Balance**  
**For the year ended August 31, 2020**

	<b>Budget 2020 [Note: 6]</b>	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>			
Common element fees	\$ 1,389,917	\$ <b>1,389,924</b>	\$ 1,404,310
Allocation to reserve fund	(346,897)	(346,897)	(336,793)
Guest suite rental	7,200	7,550	6,675
Sundry	1,860	5,177	2,060
Interest	10,000	8,078	12,121
	1,062,080	1,063,832	1,088,373
<b>EXPENDITURES, Pages 12 to 13</b>			
Utilities	424,600	421,395	395,896
Contract services	414,629	422,620	408,622
General and administrative	143,158	149,774	138,125
Repairs and maintenance	98,693	72,625	130,400
	1,081,080	1,066,414	1,073,043
<b>Excess (Deficiency) of Revenue over Expenditures</b>	(19,000)	(2,582)	15,330
<b>Balance, Beginning of the Year</b>		406,337	391,007
<b>Balance, End of the Year</b>		\$ 403,755	\$ 406,337

*The accompanying notes are an integral part of these financial statements.*

**Toronto Standard Condominium Corporation No. 1625**  
**Statement of Reserve Operations and Changes in Fund Balance**  
**For the year ended August 31, 2020**

	2020	2019
<b>REVENUE</b>		
Allocation from common element fees	\$ 346,897	\$ 336,793
Interest	44,598	45,321
	<b>391,495</b>	<b>382,114</b>
<b>EXPENDITURES</b>		
Balcony repairs	1,413	-
Reserve fund study	-	1,045
Garage	4,557	4,026
Ceilings	3,389	-
Security systems	3,588	10,170
Painting and plastering	-	5,918
Windows, balcony and patio doors	-	961
Building	4,650	47,656
Heating, ventilation and air conditioning	69,779	4,017
Fire equipment	-	18,246
Consulting fees	1,017	1,617
Plumbing	33,075	71,196
Guest suite	1,483	2,388
Waterproofing	-	24,860
Elevators	49,155	-
Equipment	2,242	-
Lighting	-	6,218
	<b>174,348</b>	<b>198,318</b>
<b>Excess of Revenue over Expenditures</b>	<b>217,147</b>	<b>183,796</b>
<b>Balance, Beginning of the Year</b>	<b>2,129,330</b>	<b>1,945,534</b>
<b>Balance, End of the Year</b>	<b>\$ 2,346,477</b>	<b>\$ 2,129,330</b>

*The accompanying notes are an integral part of these financial statements.*



# Toronto Standard Condominium Corporation No. 1625

## Statement of Cash Flows

For the year ended August 31, 2020

	2020	2019
<b>Cash provided by (used in) operating activities</b>		
Cash received for all general operations	\$ 1,062,923	\$ 1,089,969
Cash received for all reserve operations	391,494	396,315
Cash paid for all general operations	(1,149,562)	(1,032,997)
Cash paid for all reserve operations	(173,465)	(250,160)
	<b>131,390</b>	<b>203,127</b>
<b>Cash provided by (used in) investing activities</b>		
Reserve fund investments	(193,124)	98,892
<b>Net (Decrease) Increase in Cash</b>	<b>(61,734)</b>	<b>302,019</b>
<b>Cash, Beginning of the Year</b>	<b>1,133,796</b>	<b>831,777</b>
<b>Cash, End of the Year</b>	<b>\$ 1,072,062</b>	<b>\$ 1,133,796</b>
<b>Cash consists of:</b>		
<b>Cash, General fund</b>	<b>\$ 497,785</b>	<b>\$ 579,262</b>
<b>Cash, Reserve fund</b>	<b>574,277</b>	<b>554,534</b>
	<b>\$ 1,072,062</b>	<b>\$ 1,133,796</b>

The accompanying notes are an integral part of these financial statements.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Notes to the Financial Statements

August 31, 2020

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### 1. Operations

Toronto Standard Condominium Corporation No. 1625 (the "Corporation" or the "Entity") was registered in Ontario without share capital on September 15, 2004 under The Condominium Act, 1998.

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 228 units of the complex. 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 have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and are in accordance with Canadian generally accepted accounting principles, which are applicable to Ontario Condominium Corporations and Shared Facilities. The significant policies are:

#### a) Fund Accounting

The general fund reports common element fees from owners, budgeted allocations of those fees to other funds and expenses related to the operations and administration of the common elements.

The capital asset fund is a general operating fund which reports that portion of the common element fees allocated to it to acquire capital assets and the annual amortization, if any, of the acquired capital assets. In the event that capital assets have been financed by debt, the capital asset fund also reports that portion of the common element fees allocated to it to make mortgage payments, which include both principal and interest components.

The reserve fund is an externally restricted fund which reports the common element fees allocated to it and expenditures for major repair and replacement of the Entity's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 5. All major repairs and replacements of the common elements must be charged directly to the reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements must be charged to repairs and maintenance of the general fund. The Entity segregates amounts accumulated for the purpose of financing future charges to the reserve fund in bank and investment accounts for use only to finance such charges. Interest earned on these amounts is included in the reserve fund.

#### b) Common Elements

The real property directly associated with the units of the Entity (the "common elements") are owned proportionately by the unit owners, and consequently are not reflected as assets in these financial statements.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Notes to the Financial Statements

August 31, 2020

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### c) Capital Assets

Units and real property not directly associated with the units are recognized as capital assets if they are purchased or received by the Entity as owner, and either:

- i) they can be sold, with the appropriate approvals, for consideration to be retained by the Entity, or;
- ii) the units or property generate significant cash flows to the Entity from their use.

Units received by the Entity at nominal cost are recognized at a nominal value. Common personal property is recognized as a capital asset when such property is purchased for the first time, and is used in the operating, maintaining or repair of the common elements. Common personal property includes maintenance equipment and work vehicles.

### d) Amortization

The amortization rate adopted by the Entity for the guest suite is 4% per annum applied on the declining balance basis having regard to the net realizable value of the guest suite.

Based on current resale values, there has been no decline in the net realizable value of the guest suite and therefore no amortization has been provided for in these financial statements.

### e) Transfers

Transfers from the general fund to the reserve fund that are not included in the annual budget, or which are in excess of budgeted amounts, are not recorded in the operating section of the general fund, rather they are included in the related fund statement as additions or deductions, as applicable.

### f) Financial Instruments

All assets and liabilities, with the exception of prepaid expenses, are financial instruments, and are initially recorded at fair market value and are subsequently recorded at amortized cost.

### g) Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include those used when accounting for accounts payable and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

### h) Revenue Recognition

Common element fees are recognized as revenue on a monthly basis in the statement of general operations based on the budget distributed to owners each year.

Special assessments are recognized as revenue in the appropriate fund when a formal resolution declaring the assessment has been passed by the Board of Directors, and when the special assessment becomes receivable by the Entity from the owners.

Interest and other revenue are recognized in the appropriate fund when earned.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Notes to the Financial Statements

August 31, 2020

### i) Contributed Services

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

### 3. Investments

Reserve fund and general fund investments are comprised of "eligible securities" which are defined in the Condominium Act, 1998 (the "Act"), as bonds, debentures, guaranteed investment certificates, deposit receipts or notes, or term deposits which are issued or guaranteed by the Government of Canada or any province in Canada, or are issued by an institution located in Ontario insured by the Canada Deposit Insurance Corporation or the Deposit Insurance Corporation of Ontario.

General fund investments have the additional feature that they must be convertible to cash within ninety days following a request by the Board of Directors. All investments are purchased with the intent that they will be held to maturity, and therefore are classified as long term, except for any general fund investments, which are classified as current due to their convertibility feature.

### 4. Capital Assets

Capital assets are recorded at cost and are comprised as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net 2020</u>	<u>Net 2019</u>
Guest suite	\$ <u>60,000</u>	\$ <u>13,035</u>	\$ <u>46,965</u>	\$ <u>46,965</u>

### 5. Reserve Fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the Corporation's common elements and assets.

The Board of Directors has relied on an updated reserve fund study that did not involve a site inspection prepared on December 6, 2018 by Remy Consulting Engineers Ltd. and such other information as was available to them in evaluating the adequacy of the reserve fund. The Board of Directors has accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2020 were \$346,897, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$174,348 compared to \$195,681 estimated in the study. The closing reserve fund balance was \$2,346,477 compared to \$2,525,741 estimated in the study. Annual reserve allocations in the study increase by 3% each year.

Any 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.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Notes to the Financial Statements

August 31, 2020

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### 6. Budget

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Board of Directors in 2019.

### 7. Contractual Obligations

The Corporation has entered into contracts with various third parties to provide certain services to manage and maintain the common elements.

### 8. Related Party Transactions

No remuneration was paid to the Board of Directors during the year.

Management is reimbursed for certain administrative costs and paid a monthly management fee by the Corporation, and collects fees from owners, purchasers and others for issuing status certificates and/or lien notices, when applicable. These transactions were in the normal course of operations and were measured at the exchange amount.

The management company performed building repairs and maintenance work, which amounted to \$8,249 (2019 - \$89,153).

### 9. Contingency

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency limiting the number of people in a gathering and requiring the closure of non-essential businesses for an indeterminate period of time. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the Corporation's operations, cash flows and financial position. The Board of Directors will continue to monitor the situation and reflect the impact in the financial statements as appropriate.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Notes to the Financial Statements

August 31, 2020

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### 10. Financial Instruments - Risk Management

#### Interest rate risk

Interest rate risk is the risk of potential financial loss caused by fluctuations in the fair value of future cash flow of financial instruments due to changes in market interest rates. The Corporation is exposed to this risk through its interest-bearing investments. The Corporation manages this risk through investing in fixed-rate securities of short to medium term maturity and plans to hold the securities to maturity.

#### Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure to this risk is not significant.

#### Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations as they become due. The Corporation manages this risk by setting common element fees at a level which ensures that the Corporation has sufficient cash available to pay the day to day operating costs, to fund the reserve fund in accordance with the Corporation's funding plan, and to fund all other funds, as required.

There has been no change to the risk profile of the Corporation during the year.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## Schedule of General Fund Expenses

For the year ended August 31, 2020

	Budget 2020 [Note: 6]	2020	2019
<b>Utilities</b>			
Hydro	\$ 221,100	\$ 211,174	\$ 202,708
Gas	95,100	82,046	88,877
Water	108,400	128,175	104,311
	\$ 424,600	\$ 421,395	\$ 395,896
<b>Contract services</b>			
Landscaping and snow removal	\$ 6,197	\$ 8,871	\$ 4,336
Heating, ventilation and air conditioning	29,493	30,838	29,493
HVAC, fan coils	9,136	10,690	9,139
Elevators	11,865	12,530	12,264
Security	231,919	231,766	233,238
Garage cleaning	3,100	-	-
Pest control	1,085	1,052	1,458
Window cleaning	7,426	7,574	14,708
Fire safety	5,989	7,213	7,160
Odour control	3,715	2,506	3,715
Housekeeping/janitorial	73,119	77,613	73,119
Cable TV	1,273	1,170	1,247
Drain cleaning	12,102	12,102	-
Carpet cleaning	5,000	3,376	5,527
Waste disposal and levy	12,600	14,861	12,355
Equipment lease	610	458	863
	\$ 414,629	\$ 422,620	\$ 408,622
<b>General and administrative</b>			
Management fees	\$ 72,438	\$ 72,438	\$ 72,438
Telephone	6,000	7,164	7,676
Insurance	36,000	48,119	31,734
Office and general	10,200	9,930	11,818
Legal fees	3,000	226	271
Bank charges	600	587	595
AGM and meeting costs	2,860	1,452	2,598
Audit	4,181	4,254	4,108
CAO fees	5,879	5,054	6,525
Guest suite	2,000	550	362
	\$ 143,158	\$ 149,774	\$ 138,125

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625**

**Schedule of General Fund Expenses**

**For the year ended August 31, 2020**

	<b>Budget 2020 [Note: 6]</b>	<b>2020</b>	<b>2019</b>
<b>Repairs and maintenance</b>			
Elevator, non-contract	\$ 1,000	\$ 1,319	\$ 170
Landscaping and snow removal, non-contract	7,050	8,784	7,072
Heating, ventilation and air conditioning, non-contract	5,000	(4,301)	8,745
Garage doors	1,500	326	1,237
Hardware and doors	9,000	4,856	9,786
Plumbing, drains and catch basins	10,622	16,042	5,764
Lighting supplies	1,000	-	791
Fire safety, non-contract	6,250	4,275	7,436
Fitness equipment	1,000	396	6,456
Water damage, non-insurance	20,000	(2,836)	24,886
Electrical	1,000	651	863
Security system	2,500	2,333	4,384
Building	30,500	36,902	50,488
Emergency generator	2,271	3,878	2,322
	\$ 98,693	\$ 72,625	\$ 130,400



# **Toronto Standard Condominium Corporation No. 1625 2020-2021 Operating Budget Package**

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**Toronto Standard Condominium Corporation No. 1625  
Operating Budget  
For the Fiscal Year September 1, 2020 – August 31, 2021**

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**ICC Property Management Ltd.**

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2008 and 2010 ACMO Corporate Member of the Year  
Experience the Difference



**Toronto Standard Condominium Corporation No. 1625**  
**2019-2020 BUDGET & PROJECTED REVENUE AND EXPENSES AND BUDGET FOR THE PERIOD ENDING AUGUST 31, 2021**

<u>DESCRIPTION</u>	<u>2019-2020 BUDGET</u>	<u>2019-2020 PROJECTED</u>	<u>2020-2021 BUDGET</u>	<u>% BUDGET CHANGE</u>
<b><u>REVENUE</u></b>				
<b><u>OPERATING INCOME</u></b>				
4010 Common Element Fees	1,389,917	1,389,921	1,389,917	<b>0.00</b>
<b>TOTAL OPERATING INCOME</b>	<b>1,389,917</b>	<b>1,389,921</b>	<b>1,389,917</b>	
4210 Guest Suite Income	7,200	7,550	4,500	
4240 Access Card/ Key Income	1,560	1,600	1,500	
4310 Interest - Operating	10,000	8,271	3,750	
4410 Income - Other	300	200	300	
4610 Contribution from Surplus	19,000	19,000	5,000	
<b>TOTAL REVENUE</b>	<b>1,427,977</b>	<b>1,426,541</b>	<b>1,404,967</b>	
<b><u>EXPENDITURES</u></b>				
<b><u>ADMINISTRATION EXPENSES</u></b>				
5510 Property Management Fees	72,438	72,438	74,616	
5530 Legal Fees	3,000	500	3,000	
5540 Audit Fees	4,181	3,236	3,500	
5545 Condominium Authority of Ontario	5,879	5,054	5,879	
5560 Insurance Expense	36,000	48,119	65,000	
5570 Printing Stationery and Office Supp	2,000	2,300	1,750	
5575 Office Expenses	0	703	0	
5620 Telephone and Communications	6,000	6,994	2,088	
5630 Bank and Payroll Charges	600	600	1,000	
5670 Postage Delivery and Office Exp	1,900	1,500	600	
5720 Realty Taxes	1,000	150	150	
5730 Costs - Corporation Unit	0	1	0	
5750 AGM Meeting Expenses	2,860	1,452	500	
5900 Fire Alarm Penalties	3,000	1,431	3,000	
5910 Guest Suite Expenses	1,000	400	1,000	
5990 Misc expenses	3,300	6,150	3,000	
<b>TOTAL ADMINISTRATION EXPENSES</b>	<b>143,158</b>	<b>151,028</b>	<b>165,083</b>	
<b><u>UTILITIES</u></b>				
6010 Heating Fuels/ Gas	95,100	88,000	75,000	
6020 Hydro	221,100	206,000	210,000	
6030 Water	108,400	118,000	123,000	
<b>TOTAL UTILITIES</b>	<b>424,600</b>	<b>412,000</b>	<b>408,000</b>	
<b><u>CONTRACTS - OPERATING</u></b>				
6110 Elevators	11,865	12,529	12,136	
6140 Landscaping and Snow Removal	6,197	6,384	5,060	
6160 Pest Control	1,085	1,053	1,572	
6162 Odour Control	3,715	2,167	2,400	
6170 HVAC Maintenance	29,493	30,838	29,412	
6171 HVAC - Fan Coil	9,136	10,697	9,150	
6173 Equipment Lease	610	627	621	
6190 Cable TV	1,273	1,170	0	
6200 Window Cleaning	7,426	7,575	7,730	
6210 Housekeeping/ Janitorial	73,119	72,819	60,015	
6230 Fire Safety	5,989	7,072	6,184	



**Toronto Standard Condominium Corporation No. 1625**  
**2019-2020 BUDGET & PROJECTED REVENUE AND EXPENSES AND BUDGET FOR THE PERIOD ENDING AUGUST 31, 2021**

<u>DESCRIPTION</u>	<u>2019-2020 BUDGET</u>	<u>2019-2020 PROJECTED</u>	<u>2020-2021 BUDGET</u>	<u>% BUDGET CHANGE</u>
6232 Drain Cleaning - Kitchen/ Bathroom	12,102	12,102	0	
6233 Garage Cleaning	3,100	2,215	3,500	
6235 Carpet Cleaning Rental and Maint.	5,000	3,085	2,100	
6240 Security Services	227,241	250,136	231,807	
6241 Security Services - Alarm and Securi	678	521	720	
6245 Security Escorts	4,000	5,095	4,700	
6260 Waste Disposal/ Levy	12,600	15,388	14,000	
<b>TOTAL CONTRACTS - OPERATING</b>	<b>414,630</b>	<b>441,471</b>	<b>391,107</b>	
<b><u>REPAIRS AND MAINTENANCE</u></b>				
6410 Lighting Fixtures and Supplies	1,000	0	0	
6420 Cleaning Supplies	4,000	5,576	4,000	
6430 Hardware and Door	9,000	4,069	5,000	
6435 Security System Repairs	2,500	2,333	2,000	
6460 Landscape Non Contract	6,500	8,293	6,000	
6465 Salting Ice-melt	550	791	220	
6470 Elevator Repairs and Inspection	1,000	1,319	1,300	
6520 Electrical Repairs	1,000	555	0	
6525 Backflow Preventor	622	894	633	
6530 Plumbing Drains and Catch Basin Rep	10,000	14,987	5,000	
6540 Air Conditioning and Ventilation Rep	5,000	2,277	3,500	
6550 Fire Equipment Repairs	6,250	4,275	5,000	
6570 Garbage Disposal and Compactor Main	1,500	1,292	1,800	
6610 Building Repairs and Maintenance	25,000	24,707	25,000	
6615 Building Equipment	0	1,175	0	
6640 Garage Door Repairs	1,500	326	750	
6701 Fitness Equipment	1,000	396	1,000	
6722 Water Damage - Non Insurance	20,000	(336)	20,000	
6830 Generator	2,271	2,667	2,271	
<b>TOTAL REPAIRS AND MAINTENANCE</b>	<b>98,693</b>	<b>75,595</b>	<b>83,474</b>	
<b><u>RESERVE FUND CONTRIBUTION</u></b>				
8510 Reserve Fund Contribution	346,897	346,897	357,303	
<b>TOTAL EXPENDITURES</b>	<b>1,427,977</b>	<b>1,426,991</b>	<b>1,404,967</b>	
<b>SURPLUS / (DEFICIT) FROM OPERATIONS</b>	<b>0</b>	<b>(450)</b>	<b>0</b>	



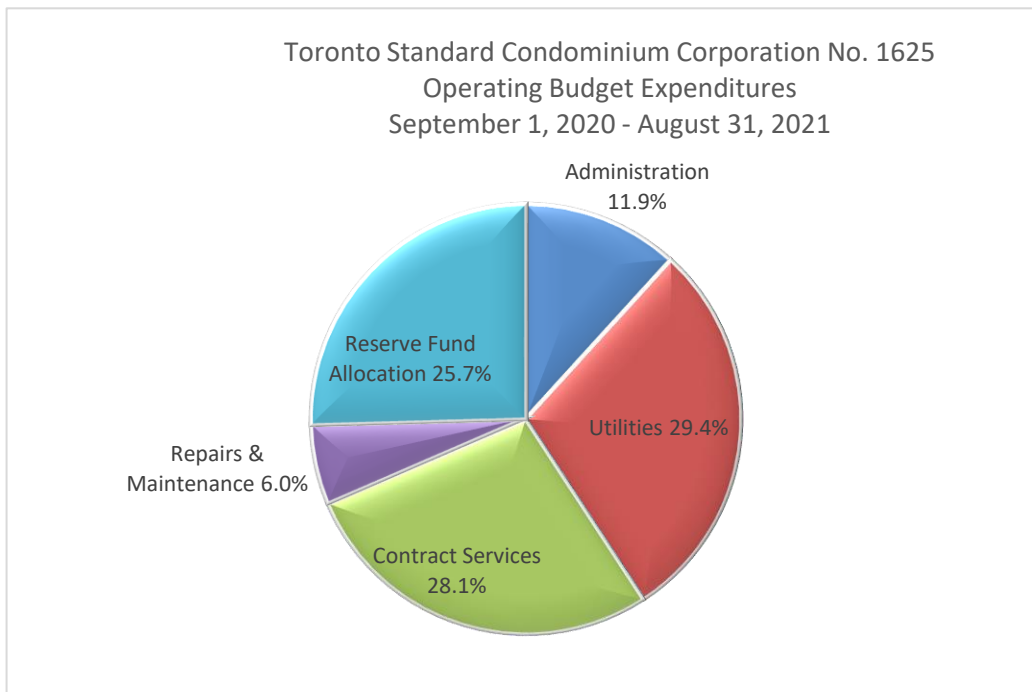
# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

## BUDGET FOR THE FISCAL YEAR

SEPTEMBER 1, 2020 TO AUGUST 31, 2021

### ANALYSIS OF COMMON ELEMENT FEES

EXPENDITURES	BUDGET 2020 -2021	PERCENTAGE OF BUDGET	ALLOCATION OF INCREASE
Administration	\$165,083.00	11.9%	1.58%
Utilities	\$408,000.00	29.4%	-1.19%
Contract Services	\$391,107.00	28.1%	-1.69%
Repairs & Maintenance	\$83,474.00	6.0%	-1.09%
Reserve Fund Allocation	\$357,303.00	25.7%	0.75%
Other Income	-\$15,050.00	-1.1%	1.66%
<b>Funds Required</b>	<b>\$1,389,917.00</b>	<b>100.0%</b>	<b>0.00%</b>



**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:  
.....(specify differences).*

**O. Reg. 48/01, Form 15**

**CASH FLOW TABLE**

**Opening Balance of the Reserve Fund: \$1,973,797.00**  
**Minimum Reserve Fund Balance (as indicated in this table) \$1,812,898.99**  
**Assumed Annual Inflation Rate for Reserve Fund Expenditures: 2.00%**  
**Assumed Annual Interest Rate for interest earned on the Reserve Fund: 1.50%**

Fiscal Year Beginning	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures (Including HST 13%)	Estimated Interest Earned	% Increase in Recommended Annual Contribution	Closing Balance
2018/2019	\$1,973,797.00	\$336,793.00	(\$3,669.45)	\$32,094.99	3.0%	\$2,310,590.00
2019/2020	\$2,339,015.55	\$346,896.79	(\$195,680.91)	\$35,509.88	3.0%	\$2,525,741.31
2020/2021	\$2,525,741.31	\$357,303.69	(\$373,398.64)	\$36,392.60	3.0%	\$2,546,038.97
2021/2022	\$2,546,038.97	\$368,022.80	(\$3,894.04)	\$40,950.94	3.0%	\$2,951,118.67
2022/2023	\$2,951,118.67	\$379,063.49	(\$8,966.35)	\$47,087.96	3.0%	\$3,368,303.76
2023/2024	\$3,368,303.76	\$390,435.39	(\$160,276.63)	\$51,756.67	3.0%	\$3,650,219.20
2024/2025	\$3,650,219.20	\$402,148.46	(\$1,020,477.81)	\$46,369.67	3.0%	\$3,078,259.51
2025/2026	\$3,078,259.51	\$414,212.91	(\$1,174,140.46)	\$36,076.96	3.0%	\$2,354,408.91
2026/2027	\$2,354,408.91	\$426,639.30	(\$710,689.55)	\$30,470.00	3.0%	\$2,100,828.65
2027/2028	\$2,100,828.65	\$439,438.47	(\$36,822.11)	\$34,347.42	3.0%	\$2,537,792.44
2028/2029	\$2,537,792.44	\$452,621.63	(\$92,811.38)	\$40,405.10	3.0%	\$2,938,007.79
2029/2030	\$2,938,007.79	\$466,200.28	(\$1,139,579.28)	\$34,708.33	3.0%	\$2,299,337.12
2030/2031	\$2,299,337.12	\$480,186.29	(\$571,258.54)	\$31,584.36	3.0%	\$2,239,849.22
2031/2032	\$2,239,849.22	\$494,591.87	(\$15,280.00)	\$37,071.45	3.0%	\$2,756,232.55
2032/2033	\$2,756,232.55	\$509,429.63	(\$511,130.21)	\$39,366.83	3.0%	\$2,793,898.79
2033/2034	\$2,793,898.79	\$524,712.52	(\$248,884.27)	\$43,006.29	3.0%	\$3,112,733.33
2034/2035	\$3,112,733.33	\$540,453.90	(\$1,869,890.97)	\$29,602.73	3.0%	\$1,812,898.99
2035/2036	\$1,812,898.99	\$556,667.51	(\$274,622.41)	\$28,119.31	3.0%	\$2,123,063.39
2036/2037	\$2,123,063.39	\$573,367.54	(\$143,040.81)	\$34,406.90	3.0%	\$2,587,797.02
2037/2038	\$2,587,797.02	\$590,568.56	(\$100,421.01)	\$42,026.66	3.0%	\$3,119,971.24
2038/2039	\$3,119,971.24	\$608,285.62	(\$13,631.51)	\$51,167.97	3.0%	\$3,765,793.33
2039/2040	\$3,765,793.33	\$626,534.19	(\$673,466.98)	\$53,587.79	3.0%	\$3,772,448.33
2040/2041	\$3,772,448.33	\$645,330.22	(\$447,213.98)	\$56,376.18	3.0%	\$4,026,940.75
2041/2042	\$4,026,940.75	\$664,690.12	(\$150,780.92)	\$63,705.17	3.0%	\$4,604,555.12
2042/2043	\$4,604,555.12	\$684,630.83	(\$14,755.18)	\$74,104.83	3.0%	\$5,348,535.60
2043/2044	\$5,348,535.60	\$705,169.75	(\$245,501.15)	\$82,874.47	3.0%	\$5,891,078.67
2044/2045	\$5,891,078.67	\$726,324.84	(\$3,263,967.52)	\$57,086.81	3.0%	\$3,410,522.81
2045/2046	\$3,410,522.81	\$748,114.59	(\$1,215,546.22)	\$42,932.33	3.0%	\$2,986,023.50
2046/2047	\$2,986,023.50	\$770,558.03	(\$1,057,691.93)	\$38,460.59	3.0%	\$2,737,350.20
2047/2048	\$2,737,350.20	\$793,674.77	(\$2,034,362.75)	\$23,821.69	3.0%	\$1,520,483.90

**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 Toronto Standard Condominium Corporation No. 1625 has reviewed the Class 3 Reserve Fund Study dated December 6th, 2018, prepared by Remy Consulting Engineers Ltd. 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 contribution recommended under the proposed funding plan for the current fiscal year is \$336,793.00, which is the same amount that has already been budgeted.

The Reserve Fund Study can be examined at the Property Management Office located at 1151 Denison Street, Unit 15, Markham, following reasonable notice (5 days) of a written request submitted to ICC Property Management Ltd.

**CONTRIBUTION TABLE**

Fiscal Year Beginning	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	A+B Total Contribution Each Year to Reserve Fund
2018/2019	\$336,793.00	3.0%	\$0.00	\$336,793.00
2019/2020	\$346,896.79	3.0%	\$0.00	\$346,896.79
2020/2021	\$357,303.69	3.0%	\$0.00	\$357,303.69
2021/2022	\$368,022.80	3.0%	\$0.00	\$368,022.80
2022/2023	\$379,063.49	3.0%	\$0.00	\$379,063.49
2023/2024	\$390,435.39	3.0%	\$0.00	\$390,435.39
2024/2025	\$402,148.46	3.0%	\$0.00	\$402,148.46
2025/2026	\$414,212.91	3.0%	\$0.00	\$414,212.91
2026/2027	\$426,639.30	3.0%	\$0.00	\$426,639.30
2027/2028	\$439,438.47	3.0%	\$0.00	\$439,438.47
2028/2029	\$452,621.63	3.0%	\$0.00	\$452,621.63
2029/2030	\$466,200.28	3.0%	\$0.00	\$466,200.28
2030/2031	\$480,186.29	3.0%	\$0.00	\$480,186.29
2031/2032	\$494,591.87	3.0%	\$0.00	\$494,591.87
2032/2033	\$509,429.63	3.0%	\$0.00	\$509,429.63
2033/2034	\$524,712.52	3.0%	\$0.00	\$524,712.52
2034/2035	\$540,453.90	3.0%	\$0.00	\$540,453.90
2035/2036	\$556,667.51	3.0%	\$0.00	\$556,667.51
2036/2037	\$573,367.54	3.0%	\$0.00	\$573,367.54
2037/2038	\$590,568.56	3.0%	\$0.00	\$590,568.56
2038/2039	\$608,285.62	3.0%	\$0.00	\$608,285.62
2039/2040	\$626,534.19	3.0%	\$0.00	\$626,534.19
2040/2041	\$645,330.22	3.0%	\$0.00	\$645,330.22
2041/2042	\$664,690.12	3.0%	\$0.00	\$664,690.12
2042/2043	\$684,630.83	3.0%	\$0.00	\$684,630.83
2043/2044	\$705,169.75	3.0%	\$0.00	\$705,169.75
2044/2045	\$726,324.84	3.0%	\$0.00	\$726,324.84
2045/2046	\$748,114.59	3.0%	\$0.00	\$748,114.59
2046/2047	\$770,558.03	3.0%	\$0.00	\$770,558.03
2047/2048	\$793,674.77	3.0%	\$0.00	\$793,674.77

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



Form 15  
Condominium Act, 1998  
**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND**  
(under subsection 94 (9) of the Condominium Act, 1998)

TO: All owners in Toronto Standard Condominium Corporation No. 1625.

The Board has received and reviewed a Class 3 Reserve Fund Study dated December 6th, 2018, prepared by Remy Consulting Engineers Ltd. Remy Consulting Engineers Ltd 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.

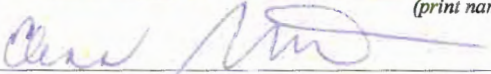
The average contribution per common interest per month for the fiscal year ending August 31, 2014 to the reserve fund is \$123.10. Based on the proposed funding plan, the average increase in contribution per common interest per month will be \$3.59 for 2018/19, \$3.69 for 2019/20, and \$3.80 for 2020/21.

The proposed funding plan will be implemented beginning on \_\_\_\_\_.

Dated this ..... day of ....., .....

Toronto Standard Condominium Corporation No. 1625

  
Elizabeth Bamford (signature)  
Elizabeth Bamford (print name)

  
ELENA NERUSOVA (signature)  
ELENA NERUSOVA (print name)

(Affix Corporate Seal or add statement that the persons signing have the authority to bind the Corporation)

**SUMMARY OF 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 the Fiscal year beginning September 1, 2018 is \$336,793.00, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$1,973,797.00
Minimum Reserve Fund Balance during the projected period:	\$1,812,898.99
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	1.50%

The Reserve Fund Study can be examined at the Property Management Office located at 1151 Denison Street, Unit 15, Markham, following reasonable notice (5 days) of a written request submitted to ICC Property Management Ltd.



**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:** TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625

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

**PROPERTY INSURED:** 255 RICHMOND STREET EAST  
TORONTO, ON  
M5A 4T7

**TERM:** January 15, 2021 TO January 15, 2022

**COMMERCIAL PACKAGE POLICY NO. 7134579**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$64,094,149.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 50,000.00 SEWER BACKUP  
\$ 50,000.00 WATER  
\$ 50,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Wawanesa Insurance 54%  
RSA Insurance Company of Canada 25%  
Tokio Marine Kiln 510 21%

**COMPREHENSIVE GENERAL LIABILITY:**

Limit of Liability: \$5,000,000.00

**DIRECTORS AND OFFICERS LIABILITY:**

Limit of Liability: \$5,000,000.00

**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$64,094,149.00  
Company: Aviva Insurance Company of Canada  
Policy Number: **81638409-0988**

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: January 11, 2021

June 30, 2021

To All Owners and Tenants of  
Toronto Standard Condominium Corporation No. 1625  
255 Richmond Street East  
Toronto, Ontario  
M5A 4T7

Dear Owners and Tenants

**Re: New Managing Agent**

Crossbridge Condominium Services Ltd. is very pleased to have been appointed as the new managing agent for Space Lofts. Our mandate starts July 1, 2021, and we are looking forward to developing a strong and long-lasting relationship with all owners and tenants and your Board of Directors.

Deepa Sreekumar has been appointed as condominium manager. Deepa brings a number of years of experience in the condominium industry, along with her business and engineering education, to this position. We are confident that Deepa will be responsive to the needs of your community.

Deepa will be working at Space Lofts on Tuesdays and Thursdays, and alternating Mondays. Her first day on site is Monday, July 5, 2021. Office hours will be 9:00 a.m. to 5:00 p.m.

You may reach Deepa during the above times at **416-214-6000**, or via email at [SpaceLofts@crossbridgecs.com](mailto:SpaceLofts@crossbridgecs.com).

Daniel Fama, Regional Manager, will be providing the Board and the Management team with the necessary regional support, and can be reached at the Crossbridge Head Office at [dfama@crossbridgecs.com](mailto:dfama@crossbridgecs.com) or **416-510-8900, ext. 2013**.

Under normal circumstances we would hope that residents would take the opportunity to introduce themselves in person to Deepa over the next few weeks. However, considering the continuing COVID-19 risk, the management office will be closed to visitors. Deepa will be present in the office, and she welcomes your calls or emails. This measure is being taken to minimize contact between people in order to contain the spread of COVID-19, while still endeavoring to maintain service levels to you.

Your first point of contact in an emergency is the Concierge desk, **416-214-4876**. You can also communicate with the Concierge staff via email, [space.fdesk@gmail.com](mailto:space.fdesk@gmail.com). Should you require management's assistance for an emergency when the office is closed, you can call the Crossbridge primary number at **416-510-8700**. This number is personally answered 24 hours a day, 7 days a week. We will make immediate arrangements to deal with the emergency.

We would like to assure owners that the transfer of the corporation's financial records will be seamless. The existing Pre-Authorized Payment Plan (PAPP) for payment of monthly common charges has been rolled into Crossbridge's system and no new forms need be submitted.

We believe that our success in the industry is a result of open communication with all residents and a professional response to the issues that face us. Please do not hesitate to contact any one of the Crossbridge team or myself should the need arise.

Yours truly,  
CROSSBRIDGE CONDOMINIUM SERVICES LTD.  
*Karen Mergler*, RCM, General Licence  
Regional Vice-President

**OWNER / RESIDENT INFORMATION FORM**

**BUILDING ADDRESS:** SPACE LOFTS- TSCC 1625  
255 RICHMOND STREET EAST,  
TORONTO, ON M5A 4T7

In order to set up our office files, we are requesting that you complete this form with the following data. We would appreciate if you could print carefully. All information will be kept strictly confidential.

**SUITE NO.** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**REGISTERED OWNER(S)**

Name(s): 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Res: ( ) \_\_\_\_\_ Bus: ( ) \_\_\_\_\_ (Mr.)  
Bus: ( ) \_\_\_\_\_ (Mrs.)  
Bus: ( ) \_\_\_\_\_ (Others)

E-mail Address: \_\_\_\_\_

**SUITE OCCUPANT (TENANTS OR FAMILY)**

Name(s): 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Res: ( ) \_\_\_\_\_ Bus: ( ) \_\_\_\_\_ (Mr.)  
Bus: ( ) \_\_\_\_\_ (Mrs.)  
Bus: ( ) \_\_\_\_\_ (Others)

**If Unit has been leased, complete the Summary of Lease or Renewal Form (Form 5)**

	<u>Parking Space No.</u>	<u>Level</u>	<u>Make/Year of Vehicle</u>	<u>Colour</u>	<u>License No.</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

Rented from: \_\_\_\_\_ Rented to: \_\_\_\_\_  
(if applicable) (if applicable)

Locker(s) No:

Access Card Code(s) : \_\_\_\_\_

Quantity Common Area Key(s) : \_\_\_\_\_ Quantity Garage Door Remote Control(s) : \_\_\_\_\_

**SEASONAL OR OCCASIONAL RESIDENTS:**

Please let us know your schedule of occupancy, forwarding address, phone number and special instructions, i.e. mail, etc.

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**WHO SHOULD WE CONTACT IN CASE OF EMERGENCY?**

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Relationship \_\_\_\_\_ Cell No. \_\_\_\_\_

**EMERGENCY AND COMMUNICATIONS**

Would you require assistance in an emergency? Yes  No

Type of Disability:  Mobility  Vision  Hearing  Oxygen in Suite

Other (Please describe briefly) \_\_\_\_\_

Do you require special accommodation for communication (written or verbal) or to know if the Fire Alarm is sounded?

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**SERVICE ANIMALS**

*Please complete the Registration Form for Service Animals (available from the Management Office)*

**PETS**

Do you have pets? Yes  No

If yes, type and description: \_\_\_\_\_

Tag No: (if applicable) \_\_\_\_\_

**PLEASE RETURN THIS FORM TO THE MANAGEMENT OFFICE WHEN COMPLETED AT YOUR EARLIEST CONVENIENCE.**

\*\*\* If, at any time the above information changes, please notify in writing, the Property Management Office immediately. Please keep us informed so that we can keep you informed.

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION  
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE: OWNER(S) NAME(S): \_\_\_\_\_  
OWNER(S) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TO: **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1625**  
(the "Payee")

AND TO: Crossbridge Condominium Services Ltd. (the "Payee's Agent")

AND TO: Owner(s) Financial Institution or Bank or Trust Company (the "Bank")

Name of Financial Institution: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City, Province: \_\_\_\_\_

Branch Transit No. \_\_\_\_\_ Account No. \_\_\_\_\_

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the common expenses payable to the PAYEE as may be determined by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_, Ontario, \_\_\_\_\_, or any other amount owing to the PAYEE.
2. A debit in the amount of \$ \_\_\_\_\_ or such other amount as may be determined by the PAYEE in accordance with its annual budget may be drawn on the account, on the **1st** day of each month, beginning the month of \_\_\_\_\_, 20\_\_\_\_.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Crossbridge Condominium Services Ltd., c/o Accounting Department 111 Gordon Baker Road, Suite 700, North York, Ontario, M2H 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided to the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.

\_\_\_\_\_  
Date

Owner's Signature: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

\_\_\_\_\_  
Date

Owner's Signature: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

**NOTE: For verification purposes, please enclose one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the account holder.**

**SUMMARY OF LEASE OR RENEWAL**  
**(clause 83 (1) (B) of the Condominium Act, 1998)**

*Condominium Act, 1998*

TO: ..... (name of condominium corporation)

1. This is to notify you that:

*[Strike out whichever is not applicable:*

a written or oral (*strike out whichever is not applicable:*  lease,  sublease,  assignment of lease)

OR

a renewal of a written or oral (*strike out whichever is not applicable:*  lease,  sublease,  assignment of lease)] has been entered into for:

*[For all condominium corporations except common elements condominium corporations:*

Unit(s) ....., Level(s) ..... (*include any parking or storage units that have been leased*)]

*[In the case of a common elements condominium corporation:*

the common interest in the condominium corporation, being the interest attached to ..... (*provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached*)]

on the following terms:

Name of lessee(s) (or sublessee(s)): .....

Telephone number: .....

Fax number, if any: .....

Commencement date: .....

Termination date: .....

Option(s) to renew: .....

*(set out details)*

Rental payments: .....

*(set out amount and when due)*

Other information: .....

*(at the option of the owner)*

2. I (We) have provided the (*strike out whichever is not applicable:*  lessee(s),  sublessee(s)) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the (*strike out whichever is not applicable*:  lease,  sublease,  assignment of lease) is terminated.

Dated this ..... day of ....., .....

.....

*(signature of owner(s))*

.....

*(print name of owner(s))*

*(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)*

.....

*(address)*

.....

*(telephone number)*

.....

*(fax number, if any)*