



FirstService Residential Ontario
2645 Skymark Avenue, Suite 101
Mississauga, ON L4W 4H2
(416) 293-5900 • Fax: (416) 293-5904



Memorandum

July 22, 2021

Dear Feng Zhang:

Your Status Certificate is now available for:

Condominium Corporation Number: Toronto Standard Condominium Corporation 2378
Condominium Address: Bayview Avenue / Hargrave Lane
City: Toronto
Unit: 28
Level: 1
Suite Number: 0050-06

The following forms (which form part of the attachments to the Status Certificate) **must be completed by the unit purchaser and returned to FirstService Residential prior to final closing.** Please submit the forms directly to our fax (416) 293-5904 or email to reception.on@fsresidential.com. Unless the Corporation receives these forms or notification of ownership change, the unit's records will remain in the name of the present owner.

- Owner/Resident Information Form
- Summary of Lease or Renewal Form (if the purchaser intends to rent/lease the unit)
- Preauthorized Payment Agreement Form
- Agreement to Receive Notices Electronically

To ensure the records of the Corporation are accurate and current, we require the purchaser's lawyer to provide FirstService Residential with a copy of the registered Transfer Deed immediately after closing.

If you did not provide a closing date during the ordering process, or the closing date provided has changed, please email FirstService Ontario at reception.on@fsresidential.com so that the accounting department may adjust pre-authorized payments, as necessary.

The link to the Status Certificate and Attachments will be available for 60 days.

Thank you.

Sincerely,

FirstService Residential Ontario



FirstService Residential Ontario
 2645 Skymark Avenue, Suite 101
 Mississauga, ON L4W 4H2
 (416) 293-5900 • Fax: (416) 293-5904



Status Certificate

ON-A27046

Status Certificate

(under subsection 76 (1) of the *Condominium Act, 1998*)
Condominium Act, 1998

Toronto Standard Condominium Corporation 2378 (known as the "Corporation") certifies that as of the date of this certificate:

GENERAL INFORMATION CONCERNING THE CORPORATION

- Mailing Address:** 2645 Skymark Avenue, Suite 101
Mississauga, ON L4W 4H2
- Address for Service:** C/O FirstService Residential Ontario
- Property Manager:** FirstService Residential Ontario
Address: 2645 Skymark Avenue, Suite 101
Mississauga, ON L4W 4H2
Telephone: (416) 293-5900
- The Directors and Officers of the Corporation are:**

NAME	POSITION	ADDRESS FOR SERVICE	TELEPHONE
Gregory Czarnota	Secretary	2645 Skymark Avenue, Suite 101	(416) 293-5900
Italo Bravo	President	2645 Skymark Avenue, Suite 101	(416) 293-5900

COMMON EXPENSES

- The Owner of Unit 28 Level 1 (Suite No. 0050-06), and Storage Unit 63 Level B, and Parking Unit 30 Level A @ 50 Hargrave Lane Unit 6, Toronto, ON of Toronto Standard Condominium Corporation 2378, registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) **is not in default** in the payment of common expenses. **The information contained herein is subject to the common expense payments being received and clearing the bank.**

Parking and Locker Units (if applicable): If the unit purchased is a parking space and/or a locker, the legal description and the actual sign on the unit may not be the same. Please contact Property Management to confirm the correct location of the unit(s).

- A payment on account of common expenses for the unit in the amount of **\$413.95** is due on **8/01/2021 for the period 8/01/2021 to 8/31/2021, as follows:**

Parking Unit 30 Level A	\$53.07
Storage Unit 63 Level B	\$30.29
Unit 28 Level 1 (Suite 0050-06)	\$330.59
TOTAL AMOUNT DUE	\$413.95

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.

Utilities such as hydro, gas, and water are the responsibility of the unit owners/residents. These are billed directly to them. Toronto Hydro bills for hydro, Enbridge for gas, and Carma Industries for water.

Status Certificate (continued)

ON-A27046

7. The Corporation has the amount of **\$NIL** 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.
The basis and underlying facts for a chargeback can happen without warning and do not always come to the attention of the Corporation or the management company immediately. The occurrence of an event precipitating a chargeback and/or the amount of the charge are subject to change; and it is the responsibility of the purchaser to seek an update and confirmation of any outstanding amounts prior to closing.

BUDGET

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$NIL, provided that it is possible that unforeseen expenses or expenses beyond the control of the Corporation may require adjustments to the budget before year end.
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.

Notwithstanding the above, the recent increases to minimum wage laws in Ontario may materially impact common element fees this year and into the future.

RESERVE FUND

13. The Corporation's Reserve Fund amounts to **\$530,548.00** as of **05/31/2021**
14. The most recent reserve fund study conducted by the board was Class 2 Reserve Fund study dated 01/10/2019 and was prepared by EXP Services Inc. The next Reserve Fund Study will be conducted before February 2022.
15. N/A
16. The Board has sent to the owners a notice dated 03/04/2019 containing a summary of the Reserve Fund Study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the Reserve fund under a plan proposed by the Board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the Reserve Fund except as indicated in the recent Reserve Fund Study

Status Certificate (continued)

ON-A27046

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 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.

The person requesting the Status Certificate must assume responsibility to inspect the premises and confirm that any alteration complies with provisions contained in Clause 98(1)(b) of the *Condominium Act, 1998*.

LEASING OF UNITS

24. The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 50 units were leased during the fiscal year preceding the date of this status certificate. We understand there may have been more units leased; however, the Corporation has not received any notification.

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*.

Status Certificate (continued)

ON-A27046

INSURANCE

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

Phased Condominium Corporations

27. N/A - Phased

28. N/A - Phased

Vacant Land Condominium Corporations

29. N/A - Vacant Land

Leasehold Condominium Corporations

30. N/A - Leasehold

31. N/A - Leasehold

32. N/A - Leasehold

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;
- (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. Note: audited financials are not available within the Corporation's first year;
- (c). Not Applicable - 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;
- (e). Not Applicable - 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). Not Applicable - 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). Not Applicable - a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h). a copy of a notice dated 03/04/2019 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i). Not Applicable - 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*;

Status Certificate (continued)

ON-A27046

- (j). Not Applicable - 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). Not Applicable - a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l). Not Applicable - 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.
 - 3. Anyone seeking to rely upon this Status Certificate should make himself/herself familiar with the Corporation's Declaration, By-laws and Rules.
- 35. **Unit Owner Identification:** Upon ownership of a unit being transferred, it is the responsibility of the purchaser to advise the Corporation, in writing, of the purchaser's name and address for service. It is preferable that this information be provided to the Corporation immediately following the transfer of ownership of the unit. Until this notice is received in writing by the Corporation, the Corporation cannot recognize the purchaser as the owner of the unit in the records of the Corporation. The Corporation will not be responsible for any compromise of the purchaser's rights vis-à-vis the Corporation, or for any costs, losses or damages incurred by the purchaser as a result of any delay in providing this information.



FirstService Residential Ontario
 2645 Skymark Avenue, Suite 101
 Mississauga, ON L4W 4H2
 (416) 293-5900 • Fax: (416) 293-5904



Status Certificate (continued)

ON-A27046

Dated at Toronto this 22nd Day of July, 2021

Toronto Standard Condominium Corporation 2378

* 

SIGNATURE

Dene Cousins
 PRINT NAME

Authorized Signing Officer
 I have the authority to bind the Corporation

** Executed pursuant to the Electronic Commerce Act*

* 

John Damaren

Authorized Signing Officer
 I have the authority to bind the Corporation

**Agreement to Receive Notices
Electronically**Agreement by owner or mortgagee to
receive notices from the corporation by
electronic deliveryOwner's or mortgagee's name (**Optional:** You may, but are not required to, include information with respect to the unit(s) or parcel(s) of tied land, related to this owner or mortgagee.)

NAME: _____

UNIT: _____

Condominium corporation's name _____

In order for your condominium corporation to enter into this agreement, the board of your corporation must have passed a resolution to determine the methods of electronic communication that it will use for serving notices on owners or mortgagees. Before filling out this form, you should consider contacting the corporation to find out what those methods are.

Method the corporation will use to deliver notices to me:

 Email

My email address is _____

 Facsimile

My fax number is _____

 Other _____ I agree that I am sufficiently served, as described in section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement._____
Signature of owner or mortgagee_____
Date (yyyy/mm/dd)_____
Signature of individual on behalf of the
condominium corporation_____
Date (yyyy/mm/dd)_____
Signature of individual on behalf of the
condominium corporation_____
Date (yyyy/mm/dd)

Please affix the corporate seal or add a statement below that the person signing has the authority to bind the corporation.

Dated this _____ day of _____, _____
day of month month year



OWNER/RESIDENT INFORMATION FORM

The following information is required by the Corporation for the purpose of carrying out the objects and duties of the Corporation in managing the assets on behalf of the owners and shall be used for that purpose only. Please state **NOT APPLICABLE** where necessary.

BUILDING NAME/ CORPORATION NUMBER:							
BUILDING ADDRESS:							
Unit/Suite Number:		Parking Level & Number:		Locker Number:			
OWNER INFORMATION (Please Print Clearly)							
1. Owner's Name:							
	First Name				Last Name		
2. Owner's Name:							
	First Name				Last Name		
Address (if different from above):							
Home Phone:		Cell:		Email Address:			
<p>We are required to obtain your consent to send electronic messages to you concerning your ownership of or tenancy in your unit, or that may contain commercial content. To provide us with consent to send you electronic messages, please check "Yes" in the box below. By checking "Yes" in the box below you also agree that you have been sufficiently served in accordance with Section 54 of the Ontario Condo Act of 1998, and provide us with consent to send you electronic messages as required under the act. If you check the "No" box below, you will only receive electronic messages of an emergency nature. You may unsubscribe from receipt of non-emergency electronic messages at any time. YES <input type="checkbox"/> NO <input type="checkbox"/></p>							
ENTER-PHONE SYSTEM (Please print clearly)							
1. Enter-phone Name: (16 characters max)							
Enter-phone Number:							
2. Enter-phone Name: (16 characters max)							
Enter-phone Number:							
OCCUPANT / TENANT INFORMATION (Please print clearly)							
Occupant Names:	1.		Phone:		Email:		
	2.		Phone:		Email:		
	3.		Phone:		Email:		
VEHICLE / BICYCLE / PET INFORMATION (Please print clearly)							
1. Vehicle Make:		Plate:		Year:		Colour:	
2. Vehicle Make:		Plate:		Year:		Colour:	
Bicycle Make:				Colour:	Bicycle Rack Number:		
Pets:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Type/Description:			Weight Full Grown:	
ALARM INFORMATION (Please print clearly)							
In-Suite Alarm:	YES	NO	Service Provider:				
Access Card/Fob:		Suite Key:		Garage Remote Number:			
EMERGENCY INFORMATION (Please print clearly)							
Do you require assistance in an emergency			YES	NO			
Please list the names and any limiting conditions for residents of your unit who, because of a medical, physical or emotional condition, might require special assistance in an emergency or evacuation situation.							
Name:			Assistance Required:				
Name:			Assistance Required:				
In case of Emergency Contact:		Name:			Relationship:		
		Home:			Cell:		
<i>If Unit (suite, parking, and/or locker) has been leased/rented, you are required to complete the Summary of Lease or Renewal</i>							
Dated this:		day of					
I,				, certify that all the information above is correct.			
		Print Name					

PERSONS REQUIRING SPECIAL ASSISTANCE INFORMATION FORM

*Please Complete and Return this Form to Property Management as soon as possible.
Please print clearly*

Name:		Telephone:	
Address:			
Unit/Suite Number:			

As required in the condominium corporation’s Fire Safety Plan and as per the Ontario Fire Code Section 2.8 subsection 2.8.2.1, in order to ensure the safety of all residents during any emergency in the Building or at this Site, we ask for your co-operation.

If you have any person residing in your unit/suite who would require special assistance during evacuation or any emergency, this includes temporary or permanent disabilities, please fill in the information on this form below.

All information received is kept in strict confidence and used only by authorized persons in case of an emergency.

Brief description (i.e. difficulty walking, special breathing apparatus, bedridden, sprains/fractures, hearing/visually impaired). **Please type below.**

Date:		

EMERGENCY INFORMATION		
In case of Emergency Contact:	Name:	Relationship:
	Home:	Cell:



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Condominium Act, 1998 - O. Reg. 49.01
SUMMARY OF LEASE OR RENEWAL
(Clause 83 (1) (b) of the Condominium Act, 1998)

BUILDING NAME/ CORPORATION NUMBER:			
BUILDING ADDRESS:			
UNIT/SUITE NUMBER:			
LEASE / SUBLEASE / RENEWAL (Please print clearly)			
This is to notify you that an original lease, sublease or lease renewal (select one)			
Original Lease:	<input type="checkbox"/>	Sublease:	<input type="checkbox"/>
		Renewal:	<input type="checkbox"/>
Entered into for the following:			
Dwelling	Unit(s):	Level:	
Parking	Unit(s):	Level:	
Locker	Unit(s):	Level:	
TERMS			
Name of individual Lessee(s) or Sub lessee(s)	1.		
	2.		
	3.		
Telephone:		Cell:	
Email:			
COMMENCEMENT DATE (MMM / DD / YYYY):			
EXPIRY DATE (MMM / DD / YYYY):			
RENTAL PAYMENT AMOUNT (MMM / DD / YYYY):	\$	DUE DATE (MMM / DD / YYYY):	
Other Information:			

1. I (We) have provided the above-designated lessee(s)/sub lessee(s) with a copy of the declaration, by-laws and rules of the Condominium Corporation.
2. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (We) will advise you in writing if the above-designated lease/sublease/assignment of lease is terminated.
3. I (We) hereby certify that all information given above is correct.

Dated this:		day of				
Print Name of Owner						
Print Name of Owner						
<i>(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation)</i>						
Address:						
Telephone:						



FOR OFFICE USE ONLY

CORP _____ UNIT _____

START DATE: _____

PRE-AUTHORIZED DEBIT (PAD) PLAN AGREEMENT

Unit Holder ("Payor") name and account number

First and last name(s) of Unit Holder(s)		Telephone No.	Mobile No.
Unit Address (street, city, province, postal code)			Email Address(es):
Mailing Address (street, city, province)			
Financial Institution / Bank where account is located	Institution / Bank No.	Transit No.	Account No.

Condominium Corporation ("Payee") – Contact Information

Name of Condominium Corporation	c/o FirstService Residential Ontario 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, Canada L4W 4H2 Attn: Accounts Receivable Associate			Tel: 416.293.5900 Fax: 416.293.5904 Email: reception.on@fsresidential.com
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Withdrawal Authorization

I/we (if a legal person, herein represented by its duly authorized representative(s)), the undersigned, hereby authorize the Payee, _____, and the financial institution designated, to make pre-authorized debits (PAD) from my/our account with the aforementioned financial institution, on a monthly basis.

Each withdrawal will correspond to a fixed amount of CAD\$ _____, in payment of monthly common expense payments, which may be increased without any further authorization on my part, provided that the Payee (or its authorized representatives) notifies me/us in writing at least 10 days before the due date of the payment as modified for payments relating to Special Assessments and any other payments for the Unit number indicated above which are payable to the Payee, which together constitutes a personal / individual PAD **OR** business PAD (please check the appropriate box).

Waiver:

- I/we hereby waive the aforementioned written notice of 10 days.
- I/we have received a copy of this Agreement and waive all other confirmation before the first payment.

Change or Cancellation:

I/we undertake to inform the Payee in writing of any changes to this Agreement (including any change in the account information provided) at least 30 calendar days prior to the next due date of the PAD. I/we retain the right to revoke my/our authorization at any time, with a pre-notification of 30 calendar days to the Payee. To obtain a sample of the cancellation form or for more information on my/our right to cancel a PAD agreement, I/we may contact my financial institution or visit the Canadian Payments Association Web site at www.payments.ca.

Reimbursement

I/we have certain rights of recourse if a debit does not comply with the terms of this Agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or that is not compatible with the terms of this PAD Agreement. For more information on my/our rights of recourse, I/we may contact my financial institution or visit www.payments.ca.

Other Terms and Conditions:

I/we acknowledge that the terms and conditions set forth in Schedule A to this Pre-Authorized Debit (PAD) Agreement shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

PLEASE MAIL, FAX OR EMAIL THIS FORM TO FIRSTSERVICE RESIDENTIAL ONTARIO:

2645 Skymark Avenue, Suite 101
Mississauga, Ontario, Canada
L4W 4H2
FAX: 416.293.5904
EMAIL: reception.on@fsresidential.com
ATTENTION: ACCOUNTS RECEIVABLE

IMPORTANT: PLEASE ATTACH A PERSONAL CHEQUE MARKED "VOID" OR DIRECT DEPOSIT FORM FROM THE FINANCIAL INSTITUTION TO AVOID ERRORS IN TRANSCRIPTION.

Signature of account holder(s)

Signature of account holder

Date (dd/mm/yyyy)

Signature of a second account holder
(only if two signatures are required)

Date (dd/mm/yyyy)



PRE-AUTHORIZED DEBIT (PAD) PLAN AGREEMENT

SCHEDULE A

TERMS & CONDITIONS

Authorization

I/we acknowledge that this Authorization is provided for the benefit of the Payee and financial institutions in consideration of financial institution agreeing to process debits against my/our account in accordance with the rules of the Canadian Payments Association. I/we warrant and guarantee that all persons whose signatures are required for the operation of the aforementioned account and to sign on this account have signed this agreement and authorization.

Consent to Disclosure of Information

I hereby consent to the disclosure of the information contained in this pre-authorized debt (PAD) agreement to the financial institution, provided such information is directly related to and required for the smooth application of the rules governing pre-authorized debits.

Validation by Financial Institution

I/we agree that the financial institution at which I/we maintain the account is not required to verify that any pre-authorized payment has been issued/debited in accordance with the particulars of my/our authorization including, but not limited to the amount. I/we acknowledge that the delivery of this authorization to the Payee constitutes delivery by me to the aforementioned financial institution.

Consequences of Revocation

Revocation of this authorization does not terminate any contract for goods or services that exists between myself/us and the Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

Disputes to Pre-Authorized Debit Payment

A pre-authorized debit payment may be disputed by a Payor under the following conditions:

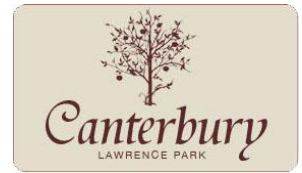
- 1) The payment was not drawn in accordance with the Payor's Authorization;
- 2) The authorization was revoked; or
- 3) Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that any one or more of (1), (2) or (3) took place, must be completed and presented to the branch of the financial institution holding the Payor's account up to and including 90 calendar days in the case of a personal /individual PAD (or up to and including 10 business days in the case of a business PAD), after the date on which the PAD in dispute was posted to the Payor's account.

The Payor acknowledges that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any PAD after (90 calendar days in the case of a personal / individual PAD or 10 business days in the case of a business PAD).

WELCOME PACKAGE





WELCOME TO CANTERBURY LAWRENCE PARK

INFORMATION FOR NEW RESIDENTS

First of all, we want to welcome you to your new home.

We are privileged that **FirstService Residential** has been chosen to manage the community affairs of Canterbury Lawrence Park. We are a leading condominium property management company in Ontario established in July 1998. Our company takes pride in being up-to-date, we continually take advantage of the latest effective management processes, technologies and software, allowing us the time to deal with our clients and residents promptly.

Our services are centralized to ensure that our clients receive the experience of the FirstService Residential team. At Canterbury Lawrence Park, you have a property manager available during business hours. Should you have an emergency after hours, we have a 24/7 Resident Care Line 1.855.244.8854 to assist you. If you cannot visit us in person, we are a phone call, email or letter away. If you have a question, just ask us.

Both new and experienced condominium homeowners can get overwhelmed by the documentation that they receive when they purchase their unit and the documents they receive from their lawyer at closing. We urge you to take the time to read those documents, as they are extremely important to your success as a condominium owner.

This welcome package has been designed to provide you with helpful information to get you more acquainted with the complex, to assist you with your move-in and deliveries, better understand how things run and work, and the do's and don'ts within the Canterbury Lawrence Park community. For your convenience, the next page contains a list of telephone numbers for easy reference. Please take some time now to read through this package and get familiar with what property management will do on your behalf, details regarding the amenities, common area rules, policies and procedures, and taking care of some of the equipment in your suite. While we all hope they never occur, we have provided you with information on how to deal with fire emergencies. Also attached are a number of forms for you to complete and return to Property Management.

The warranty section provides a comprehensive explanation of the Tarion Warranty Corporation and outlines the roles of customer service and property management with respect to the various warranties provided. All warranty and service requests must be made in writing in accordance with the Tarion Statutory Warranty submission process.

If you are an owner and leasing your unit, please pass along this information to your tenant along with a copy of the bylaws and rules to assist your tenant with living in their new accommodations. If you are a tenant, please ask your landlord for a copy of the bylaws and rules.

We hope that the information enclosed will provide helpful, useful and enjoyable reading for you and we welcome you to your new home and community. If you have a question, just ask us, as we are here to assist you in making Canterbury Lawrence Park an enjoyable place to live.

As Agents for and on behalf of Canterbury Lawrence Park.

Dene Cousins
Brenda Cameron

Property Manager
Regional Manager

CONTACT INFORMATION:

FirstService Residential Management

Manager: Dene Cousins

Head office:

2645 Skymark Avenue, Suite 101
Toronto ON L4W 4H2

Tel. No. 416.847.7296

Email: dene.cousins@fsresidential.com

24/7 Resident Care Line: 1.855.244.8854

Fax: 416.293.5904

Website: www.fsresidential.com

Building Address:

2130 Bayview Avenue Toronto, ON, M4N 0A4

Parking Enforcement (visitor parking permits)
Security Advisor's Group

416-410-8676

Tribute Communities - Developer

Toll free number 1-888-895-2981

Toronto Hydro:

Tel: 416.542.8000

Website: www.torontohydro.com

Reliance Home Comfort- Furnace

1.866.735.4262

Website: www.reliancehomecomfort.com

Carma Industries (water billing)

1.888.298.3336

Emergencies – ambulance, fire & police:

Tel: 911

Poison Control:

Tel: 416.813.5900

City of Toronto:

Website: www.toronto.ca

Canada Post:

Website: www.canadapost.ca

Telus:

Tel: 416.883.3550 Website: www.telus.ca

Bell:

Tel: 416.310.2355 Website: www.bell.ca

Rogers:

Tel: 1.888.764.3771 Website: www.rogers.com

Toronto Transit Commission:

Website: www.ttc.ca

Go Transit:

Website: www.go transit.com

1. PROPERTY MANAGEMENT

FIRSTSERVICE RESIDENTIAL has been retained to manage the complex. The Property Manager will deal with the day-to-day operations and condominium related concerns of the residents. Property Management is accountable to, and takes direction from the Condominium Corporation's Board of Directors and is directly responsible for the maintenance, appearance and upkeep of all the Common Elements throughout the complex. The Property Manager also carries out the supervision of any on-site cleaning/maintenance personnel and trade suppliers. If you experience any problems with the property or on-site personnel, please contact the Property Manager.

There is no Property Management office onsite however the Property Manager will, on a regular basis visit the property. **Your Property Manager is Dene Cousins**, and may be reached by phone at 416.847.7296, **by fax** 416.293.5904 or by email: dene.cousins@fsresidential.com.

If you have an emergency after regular business hours and require Management personnel, please contact the FirstService Residential 24/7 Resident Care Line at **1.855.244.8854** and follow the instructions. The operator will know how to contact the on call manager. For all general emergencies, please contact 911 directly.

2. PROPERTY SERVICES

FirstService Residential Property Services manage the Cleaning and maintenance of your building. Please contact your Property Manager for any issues or concerns.

3. RENTAL MANAGEMENT SERVICES

FirstService Residential, as the Property Management Company, would like to extend to you our professional, value-added full service rental package through FirstService Rental Management.

Our rental management team is familiar with this property and has services available should you decide to rent your unit. FirstService Rental Management will find a suitable tenant and protect your property while managing the financial and tenant care responsibilities.

Should you decide to rent your condominium unit (subject to the specific by-laws), or if you are an owner whom our rental group is currently serving, you may contact us directly at 416.642.1200 or through our FirstService "24/7 Resident Care" line at 1.855.244.8854, or through our website: www.fsrentalsonario.com. We will be happy to serve and assist you.

4. RESIDENT INFORMATION

It is imperative for your safety and security that anyone who has not yet done so completes a **Resident Information Form**, which supplies pertinent information to your Property Manager. It is also important that this information be kept current. For your convenience we have attached a form to this handout. We respectfully request that you complete it and return it to Management at your earliest convenience. **Please rest assured that all Resident Information is held in the strictest confidence.**

5. TENANT INFORMATION - SUMMARY OF LEASE OR RENEWAL

It is also important that you fill out a Summary of Lease or Renewal form for every tenant that resides in your home. This information is imperative for the safety and security of your home in the event we need to contact your tenant for emergency purposes. For your convenience we have attached a form to this handout.

6. TELEPHONE NUMBERS

Whom to call:

Property Management Monday to Friday from 9:00 a.m. to 5:00 p.m. (except public holidays) for questions, problems, clarification, etc. please contact the Property Manager at phone: 416-847-7296.

Emergencies after business hours, call the 24/7 Resident Care Line at **1.855.244.8854** and the operator will contact Property Management or the appropriate party.

Your own repair person: Following Registration, for anything within your suite that is not covered under the Tarion warranty or part of the common areas or connected to a shared system – if unclear, please speak to the Property Manager.

In-Suite Deficiencies: The Customer Care representative will be reached via email: canterburycustcare@tributecommunities.com or by telephone at: 1-888-895-2981. Your concerns must be in writing.

TARION: Please contact TARION, the Ontario new home warranty program at website: www.tarion.com
Tel: 1.877.Tarion Fax: 1.877.664.9710. You may register with MyHome.Tarion.com and manage all of your warranty information in one secure place to avoid any delays.

7. BOARD OF DIRECTORS

The Board of Directors is responsible for looking after the affairs of the Corporation and enforcing the Declaration, By-laws and Rules (the governing documents, along with the Condominium Act). The Corporation have three Board of Directors they are Davis Tam, Gregory Czarnota, and Italo Bravo.

To contact the Board of Directors, please send all communication via Property Management.

8. CLEANERS

The Cleaners are responsible for cleaning the common areas of the building, moving the garbage bins in and out of the loading areas for pickup and assisting with trade personnel that may be on site. They will also be assisting with the maintenance of some of the mechanical systems in the building.

Please note: The Cleaners are not retained to do any work within your suite.

9. ENTERPHONE SYSTEM

Calls from the enterphone system are limited to 60 Seconds and then the call is disconnected. The directory panel located before the garage door provides the Resident's name for visitor reference. Your guest just needs to push the call button and the system will connect the visitor to the Resident. In order to allow entry, you must press the number 9 on your telephone dial pad. Be sure to give your visitor your buzzer or entry code number, as it will make easier for them to reach you instead of scrolling up and down the entry phone system to look for your name. Please contact the Property Management if your name is not posted on the entry phone system.

You can have a landline or cell phone entered into the enterphone system. If you choose to use a cell number, you are responsible for all cellular call charges and costs, not the Condominium Corporation. If you have any questions pertaining the system, please contact your property manager.

10. VISITORS AND VISITORS' PARKING

Please note to only park in the designated visitor parking area. There are 4 designated visitor parking spaces located on the ground level (short time parking), 6 in P1, and the rest are located in P2 level of the underground garage. Owners/Residents are not permitted to park in the designated visitor parking spaces.

Parking is strictly enforced in the property. Register visitor's vehicle(s) with **Security Advisors Group** by calling **416-410-8676**.

***Please note that any vehicles parked in non-designated visitor parking areas are at risk of being ticketed or the vehicle will be towed from the property at the owner's expense.
Please also note that even if the vehicle is parked in the designated parking area, if the vehicle is not registered, the vehicle could still be ticketed.***

11. ACCESS CARDS/GARAGE REMOTES

Garage remotes and regular fobs are available for purchase from the Property Management. Garage remotes are \$100 and provide access through the main garage door and gate arms going to the actual parking spot. Regular fobs are \$25 and provides access to the elevator lobby on the ground level. Please note that payment is accepted in cheque only and should be made payable to the Corporation, TSCC 2378.

The garage door entrance is intended to allow only one vehicle entry at a time. **Any driver entering behind another vehicle without using the transmitter runs the risk of damaging their vehicle and/or the common elements. Please use the transmitters/garage remotes at all times, even if the garage door is in the open position**, in order to reset the timer and to avoid such damage.

12. SUITE KEYS

In accordance with the Declaration of your corporation all suite door keys (basement door) are on one master key. The master key system allows us to gain immediate access in case of an emergency fire or flood. This lock is not to be changed. If the key is lost please contact Property Management. The cost to have a lock put back on the master system, should it be required, will be at owner/resident's expense. Safety chain/double locks, etc. are not allowed to be attached to suite entry doors (basement door).

In the interest of security your suite keys cannot be duplicated. If you require an extra key to be cut please contact Management. You can purchase a blank key for \$25. Please note that payment is accepted in cheque only and should be made payable to the Corporation, TSCC 2378.

13. MAIL BOX KEYS

All residents have been supplied with two mailbox keys. They are for opening your suite's mailbox located in the lobby. It is essential that your keys be kept in a safe place. Should you lose your mailbox key, notify Property Management. They will instruct you on how to obtain additional keys.

14. OPENING OF SUITE DOORS

In order for the Property Management to grant access to any individuals, whether residents or their guests, or someone serving your suite, Management requires that a waiver be signed in advance, releasing the Corporation from any liability. The waiver has been enclosed should you wish to complete it. Additional copies can be obtained from the Property Management.

15. VACATIONS AND OTHER ABSENCES

Please notify the Property Manager if you intend to leave your suite unattended for extended periods of time and include in the information names of people authorized to enter your suite, as well as a contact person that we could call in case of an emergency.

We also suggest that you locate and shut off the water supply to your townhome prior to leaving. The main water shut-offs are located under the kitchen and bathroom sinks or under the stairs to the basement. In some cases the water supply for your entire suite can be shut off from one location.

16. COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)

Upon registration of the Condominium Corporation and final closing of your unit you will be advised by your lawyer to make arrangements for payment of the Common Element Assessment Fees. Common Expense Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners should complete the **pre-authorized debit** form supplied by your lawyer and submit to the FirstService Residential office. Instructions for use are on the form.

The Corporation will charge an owner an administration fee of \$35.00 for any returned cheques or pre-authorized debits. Pre-authorized debits are cancelled if an owner's payment is returned twice in a row. The owner is then responsible for providing guaranteed funds (certified cheque or money order) for the next six-month period to re-establish a good credit rating. At that time, the pre-authorized debit will be reinstated. Two weeks notice, prior to the first of the month, is required to start or stop a pre-authorized debit from a bank account.

When an owner fails to make their CEA payment the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for Common Element Assessment fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common expenses and interest, but also "all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount". The Corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the lien. The cost to send this notice, currently \$150 plus HST is charged to the defaulting owner. There is also an Administration fee of \$ 250/- to transfer the file to the lawyer. To avoid any charges please make your payments as required.

17. METERS FOR UTILITIES (Hydro, Water, Gas)

All Units are billed separately for Hydro, Water, and Gas.

Hydro (electricity) will be provided to each suite on a separate meter directly from Toronto Hydro. Carma is the billing party for water, and Reliance or Enbridge gas for the Unit's furnace (heating and cooling)

All owners must submit a Connection Agreement Form directly to Toronto Hydro at the time of their closing date. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the owner directly to Toronto Hydro.

Each unit sale and transfer of ownership must be identified to Toronto Hydro to be sure the seller pays up to the transfer date only and the Purchaser pays after the transfer date. Please make sure the Enrollment Form is completed by the new Owner and sent to Toronto Hydro to identify the transfer date. Please advise the Purchaser that a deposit may be collected on the initial billing. The Security Deposit will be held for one year of good payment history, and then returned to the account as a credit, at the Owner's request, with interest. An initial standard enrollment fee (a one-time charge) will also be charged on the first invoice.

Saving energy around your suite:

- Use bathroom and kitchen exhaust fans to avoid moisture and humidity in order to protect the paint on the walls;
- Use fluorescent tubes or light bulbs which last longer than regular light bulbs – this utilizes only 30% of energy;
- Lower the thermostat to 20° C (68° F) during the winter season. Every degree above this setting increases your heating costs by 5%.

For ideas on how to conserve energy, visit Toronto Hydro's Website: www.torontohydro.com

Each Unit is equipped with its own water, gas, and hydro meters.

18. COMMUNICATION

Newsletters and bulletins are issued periodically. We will be looking for ideas for newsletters and will be happy to discuss any contributions that you may have. Residents are encouraged to email these ideas to the property manager.

19. GARBAGE/RECYCLING/ORGANIC DISPOSAL

Each townhome has 3 bins positioned outside the unit in the P1 garage level. The blue bin is for the recyclable items, grey bin for the regular garbage, and green bin for organic. All garbage must be double-bagged to prevent any undue odour. **Garbage is to be put inside the containers, not on top.**

Cleaners collect garbage from these bins daily. Please ensure to drop your garbage in the morning so that it can be included in the collection for the day.

Please note that owners/residents are responsible for cleaning these 3 containers and for putting liners on the garbage and green bins. Boxes must be flattened.

20. PARKING

We would like to remind you to lock your vehicle at all times and avoid leaving valuables inside. When entering or leaving the premises, please operate your vehicle at a speed not in excess of 10 km per hour and adhere to all posted signs. **Residents are allowed to park in their own parking unit/s only.** Please ensure you are parked in the correct numbered unit. The units are marked in accordance with the legal description.

Vehicles parked in unauthorized units will be ticketed and/or towed at the owner's expense. Please ensure the management office has your correct license plate number. PARKING IS STRICTLY ENFORCED. In the event that you are unable to park in your designated spot for whatever reason, please contact the management office for an alternative parking arrangement. Do not park in another unit. **Parking tickets will not be reimbursed or cancelled.**

21. PARKING GARAGE

A sealant is installed on the garage floor, which prevents water and road salt, brought into the garage on vehicles, from penetrating into the cement. These contaminants can cause structural damage to the garage floor and foundation.

If oil leaks or spills of any kind occur, please clean them with soap and water or place an absorbent material on the spot to soak up the spill and clean the area at a later date. Leaks left for any lengthy period of time may result in damage to the garage surface. It is the financial responsibility of the owner of the parking unit to return this surface to its original condition. Repairs to the membrane are expensive and a few minutes of your time could avoid this unnecessary expense.

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking units. Parking units are for vehicles only and are not to be used for storage of any other articles. Items left in the garage will be removed and may be discarded without notice.

22. BICYCLES

Bicycles are not allowed to be stored in the parking garage or left outside the basement door. There are two bicycle rooms located in P2 underground garage designated for bicycle storage only. There are a total of 40 bicycle racks. This is on a first come-serve first serve basis. The room requires a key. Please contact the property manager on how to obtain this key.

23. AIR CONDITIONING AND HEATING UNITS

Each Unit is equipped with its own AC unit. Maintenance of it is Owners/residents' responsibility.

24. LAUNDRY

The lint trap in your machine should be cleaned after each load. There is another built-in lint trap to be serviced and it is located in the exhaust duct, ahead of the exhaust fan. This built-in trap has been installed to reduce the chance of escaping lint fouling the exhaust system.

To avoid blocked ducts, humidity problems and slow drying clothes, clear this trap after every load. Ensure that the washer drain hose is correctly inserted into the drainpipe before using the machine. Inspect washer hoses on a regular basis. Make sure you turn hot and cold water valves off when leaving your home for an extended period of time.

25. ELECTRICAL

Your electrical panel circuit breakers are generally located in the basement of your Unit. The main breaker that supplies electricity to your in-suite panel is located in the electrical room in P1. It is unusual for this breaker to trip. If this breaker trips your suite would be totally without power. If your suite is totally without power please check to see if the power supply to the building has failed. If other neighbours have lost power or the emergency hall lights are on then the building has lost power. If unable to determine the problem, please contact the Property Manager to investigate for you or to advise you.

Suite Electrical Failure: Each breaker is identified for its general purpose. In the case of electrical failure, first check this panel for a “tripped” breaker in the “off” position. To reset push the breaker all the way “off” and then “on”. Please Note: have a qualified Electrician perform any electrical work.



Note:

Do not overload electrical outlets or run extension cords;
Electrical warranty is null and void if electrical modifications are done.

26. WATER SHUT OFF VALVES

Your suite valves are generally located in the vanity cabinet of your bathroom or kitchen. The main shut off valve is located under the stairs in the basement. Please familiarize yourself with the location of these shut off valves. Ensure that these shut off valves are always accessible. If you are doing any plumbing modifications please remember that PVC piping is not permitted. We also suggest purchasing water alarms which can be placed in high leak risk areas like under sinks or laundry machines. These alarms can be purchased from local hardware stores relatively cheaply. While these alarms sound when contacted by water, they can also be programmed to send an alarm to your phone. They can save a homeowner a lot of money in the case of an unexpected leak.



27. NOISE

All residents and their guests are requested to have consideration for their neighbours. Loud music, boisterous parties in overcrowded suites, obnoxious conduct or an unwillingness to restrict such behaviour will result in action being taken by Property Management to obtain compliance.

Please take note that the City Noise Bylaw restricts any noise after 11:00pm. If your neighbour is partying and making loud noises after 11:00pm, you may call the non emergency police line at 416-808-2222 and report the issue.

In emergency situations, call the Police directly and advise Property Management thereafter.

If you are planning on doing some carpentry work in your unit please avoid banging or drilling early in the morning or late at night as this could inconvenience your neighbours. It is suggested that you make your neighbour aware if you are planning on doing this kind of work that could potentially create disturbances so that they will understand what's going on. Do not let your suite door slam when closing. Please consider others when entertaining. Should someone show a complete lack of consideration of your right to peace and quiet, please contact the Property Management office in writing.

28. MAINTENANCE/REPAIRS

All unit maintenance is the owner's responsibility; if you require maintenance work, please feel free to contact the contractor of your choice. If you would like to be referred to someone Property Management would be pleased to provide you with names and numbers of trade's people we have had favorable experiences with in the past.

29. LOCKERS

Ensure that all articles stored in lockers are kept within the space you have purchased. **Remember that you have purchased the locker space itself & not the area above or around the enclosure.** We encourage you to ensure that all items located within the locker room are kept elevated from the floor and/or have all items placed under a plastic cover. The condominium corporation is not responsible for any items that are damaged as a result of water leakage. Stored items should be appropriately insured. The corporation is not responsible for any lost or stolen items.

Storage of gasoline, propane or any other combustible materials is not permitted.

30. INSURANCE

The Corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: \$1,000,000 liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage.

The suite owner may be held responsible for the Corporation's deductible. Should the claim be below the deductible amount, the owner will be responsible for the entire cost. Ensure that you are carrying the appropriate coverage for condominium living. The insurance deductible is \$10,000.

We suggest that after settling in you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value. Pictures say a thousand words.

On a lighter note we would like to advise you that because you live in this building, some insurance companies offer discounts as a result of the security systems and fire alarm system. All you are required to do to obtain these discounts is ask.

31. LEASING OF UNITS – The Condominium Act, 1998 - **Section 83**

The owner of a unit who leases the unit or renews a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be, notify the corporation that the unit is leased, provide the corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and provide the lessee with a copy of the declaration, by-laws and rules of the corporation. If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the corporation in writing. A corporation shall maintain a record of the notices it receives under this section.

Please complete "**Summary of Lease or Renewal**", a copy of which is attached to this package. Please remit the form to the Property Manager or drop it off at the Property Management office.

32. IN-SUITE ANNUAL LIFE SAFETY INSPECTIONS: FIRE EQUIPMENT & ROOF ANCHORS

Once a year, the corporation does an annual inspection of your in-suite fire and life safety equipment. Residents will be provided with notice as to when this work will be done via Property Management. If the resident is not at home, then the Property Manager will arrange for a maintenance and/or cleaner to allow the approved contractor access to your suite to do the inspections. Any suite specific deficiencies will be charged back to your suite.

DO NOT PAINT OVER THE SPRINKLER HEAD CAPS, SMOKE DETECTORS, HEAT SENSORS AND HORNS as this may prevent the equipment from functioning properly.



Tampering with the life and safety equipment in your suite or in any part of the building can endanger yourself and other residents of the building. Anyone found tampering with the life and safety equipment could be formally charged and/or fined. As well as the cost of any repairs made necessary by such tampering will be borne by the owner.

33. EMERGENCY PROCEDURES

For ambulance, police and fire department: call 911

When calling outside services, use the appropriate address:

**Canterbury of Lawrence Park
2130 Bayview Avenue, Toronto, ON
Bayview and Blythwood Ave.**

34. FIRE SAFETY

This section outlines procedures and responsibilities for Residents and building personnel in a "fire emergency".

The safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency.

The complete *co-operation* of each person is required if the plan is to be successful.

There are smoke alarms, heat detectors and a carbon monoxide detector located in your suite.

You are reminded not to do or permit anything to be done in the unit, or bring or keep anything therein which will in any way create a risk of fire. For safety reasons, only artificial, non-combustible Christmas Trees are permitted.

Handicapped persons who require assistance if evacuation becomes necessary should complete the Handicap Information Form provided. The Corporation is required by law to keep a current list available.

IF YOU DISCOVER A FIRE

- Leave the fire area and take your keys.
- Close all doors behind you.
- Activate the fire alarm by using the pull stations.
- Telephone 911 and ask 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.
- Use exit stairwells to leave the building immediately.

DO NOT OPEN THE DOOR TO THE GARAGE

IF YOU CANNOT LEAVE YOUR SUITE BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR UNIT AND:

- Close the door.
- Unlock door for possible entry of fire fighters.
- Dial 911 and ask for the Fire Department. Tell them where you are, and then signal to Fire Fighters by waving a Sheet out the window.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the most protected room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm.
- Listen for instruction or information, which may be given by authorized personnel over the loudspeaker.

FIRE EXTINGUISHER, CONTROL AND CONFINEMENT

In the event that a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operator, 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. Once the pull station has been activated the nature and location of the alarm is automatically indicated on a fire alarm/enunciator panel, located in the main entrance foyer.

To operate a Fire Extinguisher – remember the word “PASS”

- P** - Pull the safety pin out;
- A** - Aim the fire extinguisher nozzle at the base of the fire;
- S** - Squeeze the trigger;
- S** - Sweep back and forth at the base of the fire until the fire is out.

FIRE HOSE CABINETS AND EXTINGUISHERS

Fire hose cabinets are strategically located on each floor and in the underground garage. Additional fire extinguishers may be found in the mechanical areas.

DO I LEAVE THE BUILDING TO SAFETY OR IS IT SAFER TO STAY WHERE I AM?

The policy of the Ontario Fire Marshal's Office, and the approach widely accepted by the Fire Departments is that the best place to be in a fire is outside the building. If you choose to leave the building, do so as soon as possible. When you hear a fire alarm, you should make up your mind right away whether to leave the suite or stay. Leaving later may create problems for you because smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

NOTE THAT SMOKE DETECTORS IN YOUR SUITE DO NOT ACTIVATE THE FIRE ALARM SYSTEM HOWEVER; UNDER SEVERE HEAT CONDITIONS THE HEAT DETECTORS WILL SEND A SIGNAL TO THE MAIN FIRE PANEL AND SOUND AN ALARM.

FIRE HAZARD

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

- Do not store propane, gasoline or any other combustible material in your locker/suite or on your balcony.
- Do not put burning materials, such as cigarettes and ashes into garbage chutes.
- Do not dispose of flammable liquids in the garbage chutes.
- Never force cartons, coat hangers, and bundles of paper into chute because it may become blocked.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Not leave articles, such as shoes, rubbers, mats, etc., in the building halls.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

EVACUATION PROCEDURES FOR HANDICAPPED PERSONS

If you are handicapped please ensure that you fill in the attached Handicap Information Form and drop it off at the Management Office.

FAMILY EMERGENCY PREPAREDNESS PLAN

Please enjoy this guide with FIRSTSERVICE RESIDENTIAL PROPERTY MANAGEMENT compliments. Although this guide is meant to be informative, helpful and interesting, it is not intended to be the final authority. Boards of Directors/Building Owners and their residents should be prepared to seek expert advice or opinions in the appropriate areas.

Preparing Your Family Emergency Preparedness Plan

Disaster can strike quickly and without warning. It can force you to evacuate your neighborhood or confine you to your home. What would you do if basic services - water, gas, electricity or telephone were cut off? Local officials and relief workers will be on the scene after a disaster, but they cannot reach everyone right away.

Families can and do cope with disaster by preparing in advance and working together as a team. Follow the steps listed in the plan below to create your family's disaster plan. Knowing what to do is your best protection and your responsibility.

Find Out What Could Happen To You

Contact your local Red Cross chapter and be prepared to take notes on the following:

- Ask what types of disasters are most likely to happen. Request information on how to prepare for each.
- Learn about your building's warning signals i.e. fire alarm: what they sound like and what you should do when you hear them.
- Ask about animal care after a disaster. Animals may not be allowed inside emergency shelters due to health regulations.
- Find out how to help elderly or disabled persons, if needed.
- Find out about the disaster plans at your workplace, your children's school or daycare center and other places where your family spends time.

Create a Disaster Plan

- Meet with your family and discuss why you need to prepare for disaster. Explain the dangers of fire, severe weather and earthquakes to children. Plan to share responsibilities and work together as a team.
- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.
- Pick two places to meet:
 1. Right outside your building in case of a sudden emergency, like a fire.
 2. Some other known place in case you can't return to your building. Everyone must know the address and phone number.
- Ask an out-of-province friend to be your *family contact* after a disaster. It's often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.
- Discuss what to do in an evacuation. Plan how to care for your pets.

Complete This Checklist

- Post emergency telephone numbers by your phones (fire, police, ambulance, etc.)
- Teach children how and when to call 9.1.1.
- Determine the closest exit route and post the fire safety plan on the inside of suite door for quick reference.
- Teach each family member how to use the fire extinguisher (ABC type) and show them where it's kept.
- Show responsible family member how to turn off water, gas and electricity at the main switches. (townhouses only)
- Conduct a home hazard hunt. During a disaster, ordinary objects in your home can cause injury or damage. Anything that can move, fall, break or cause a fire is a home hazard. For example, a lamp or a bookshelf can fall. Inspect your home at least once a year and fix potential hazards. *Contact your local fire department to learn about home fire hazards.*
- Stock emergency supplies and assemble a Disaster Supplies Kit.
- Take a Red Cross first aid and CPR class.
- Find the safe spots in your suite for each type of disaster.
- Check if you have adequate insurance coverage.

Practice and Maintain Your Plan

- Quiz your family every six months so they remember what to do.
- Conduct quarterly fire and emergency evacuation drills.
- Replace stored water every three months and stored food every six months.
- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.
- Test your smoke detectors monthly.
- Test your carbon monoxide detectors monthly.

The following information will help you with your plan:

Emergency Supply Kit

Keep enough supplies to meet your needs for at least three days. Store these supplies in sturdy, easy-to-carry containers such as back-packs, duffel bags or covered trash containers.

Include:

- A three-day supply of water (one gallon per person per day) and food that won't spoil.
- One change of clothing and footwear per person, and one blanket or sleeping bag per person.
- A first aid kit that includes your family's prescription medications. Ensure that family prescriptions are kept separate and out of the reach of children.
- Emergency tools including a battery-powered radio, flashlight and plenty of extra batteries.
- An extra set of car keys and a credit card, cash or traveler's cheques.
- Sanitation supplies.
- Special items for infant, elderly or disabled family members.
- An extra pair of glasses.
- Keep important family documents in a waterproof container. Keep a smaller kit in the trunk of your car.

Utilities Shut-Off

Locate the electric breaker panel in your suite and all water shut off valves. Learn how and when to turn these utilities off. Teach all responsible family members. Keep necessary tools near water shut-off valves.

Evacuation

Evacuate building immediately if told to do so: see Fire Safety Plan for detailed instructions.

For major disasters:

- Listen to your battery-powered radio and follow the instructions of local emergency officials.
- Wear protective clothing and sturdy shoes.
- Take your Emergency Supply Kit.
- Lock your home.
- Use travel routes specified by local authorities; don't use shortcuts because certain areas may be impassable or dangerous.

If you're sure you have time:

- Post a note telling others when you left and where you are going.
- Make arrangements for your pet.

TARION (O.N.H.W.P.) Warranty Information

Tarion is an independent not for profit corporation; a regulatory body that oversees and licenses all new home builders in Ontario, ensuring that all new home buyers receive the benefits and protection of their Builder's Warranty in accordance to the Ontario New Home Warranties Plan Act.

One Year Warranty Protection

The builder warrants, for one year from the date of possession, that the home is free from defects in workmanship and materials, is fit to live in and meets the Ontario Building Code requirements. Homeowners are responsible for notifying both the builder and ONHWP in writing of any defects **before the end of the first year**. If ONHWP does not receive notice in writing within the warranty period, the claim cannot be allowed.

Builders will pass on to you any warranties given by manufactures, suppliers and subcontractors that extend beyond the first year. In these cases, you should make any claims directly to the manufacturer or distributor.

- Walls/Ceilings Repairs to shrinkage cracks due to settling and corner bead splits will be done as a courtesy only once within the one-year period. Repair will not include repainting or replacing upgrades.

- Electrical Defects in materials or installation to wiring, light switches, duplex outlets, electrical panel and breakers are covered by this warranty. The addition of breakers or circuits or any alterations to the electrical system by the Homeowner voids this warranty item.
- Plumbing Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves. Finishes on plumbing fixtures or faucets are covered by the manufacturer's warranty where applicable. Plumbing blockages caused by Homeowners are not applicable under this warranty. The satisfactory operation of the faucets is covered under the manufacturer's warranty where an extended warranty applies.
- Doors Warped or ill-fitting interior doors (except closet sliders and cabinet doors). Normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.
- Ventilation Fans Performance of kitchen/stove hood fan and bathroom fan(s), provided the fans/filters have been kept free of grease and dirt build-up.
- Appliances Manufacturer's warranty deal with the manufacturer directly.

Common Elements and Exclusive Use Common Elements

Common Elements (as defined by the Declaration and Description) are not covered under individual suite warranty. Where applicable, the Common Elements are covered under the Ontario New Home Warranty Program, separately. These issues should be addressed to the Board of Directors, via Property Management and copied to your Customer Service Representative.

Two Year Warranty Protection

For homes enrolled on or after January 1, 1991 the Builder warrants for two years against:

- Water seepage through the basement or foundation walls (in condominiums, this protection includes all below-ground areas such as parking garages).
- Defects in materials and work including, caulking windows and doors so that the building envelope prevents water penetration.
- Defects in materials and workmanship in the distribution systems (plumbing, electrical, heating).
- Defects in materials and work, which result in the detachment, displacement or deterioration of exterior cladding leading to detachment or serious deterioration.
- Violations of the Ontario Building Code's health and safety provisions.

Seven Year Warranty Protection

Major Structural Defects

Any defect in materials or work that results in the failure of a load-bearing part of the structure or that significantly and adversely affects your use of the building as a home are covered for a period of seven years.

Transferability

New Homeowners in Ontario benefit from comprehensive warranty coverage, which takes effect from the date of possession and remains in effect if the house or condominium is sold before the end of the warranty period.

Limitations

This warranty and the obligations hereunder, are strictly limited to those repairs and time periods expressly set forth, and no other responsibility or obligation is to be inferred or implied. In any event, we shall not be responsible for any indirect,

secondary or consequential damage which may be attributable to defects to which repair obligations apply, including, without limitation to, damage to the property of the owner or other chattels or other improvements made by anyone other than an authorized representative of the developer. This warranty shall not be in any way altered or tampered with by any person other than an authorized Representative.

What's Not Covered

Knowing what's not covered by your warranty is just as important as knowing what is. New Homebuyers should become familiar with what's not covered under warranty protection:

- Defects in materials, design and work supplied or installed by the Homeowner/Purchaser, e.g., cabinets, flooring, and painting.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, Homeowner's insurance covers secondary damage.
- Normal wear and tear.
- Normal shrinkage of materials that dry out after construction.
- Damage resulting from improper maintenance or Homeowner negligence. For example, dampness or condensation caused by Homeowners failing to maintain proper ventilation levels.
- Alterations or additions made by the Homeowner.
- Settling soil around the building or along utility lines.
- Damage caused by Homeowners, tenants and guests.
- Damage from insects or rodents, unless construction does not meet the Ontario Building Code.
- Damage beyond the Homeowner's control, e.g., floods, acts of God, wars, riots and vandalism.
- Damage caused by municipal services and other utilities.
- Surface defects in work and materials noted in writing and accepted by the Homeowner at the time of possession.
- Homes that have been lived in or rented prior to sale.
- Homes purchased from a receiver or trustee may not have warranty coverage.

Customer Service by the Developer

Tribute Communities is committed to providing you, the Homeowner, with the best product and service. The role of Customer Care is to assist and coordinate any outstanding service issues and concerns you may have pertaining to workmanship and materials.

Procedures for Warranty Service:

This step details when the Homeowner is allowed to make a warranty service request. At any time during the first 30 days after the date of possession, the Homeowner must use Tarion's 30 Day Form in which they can request the repair of any item, which appeared on the PDI Form, as well as any new items. Any time during the last 30 days of the first year of possession, the Homeowner is entitled to submit a single Year-End Form outlining any additional defects. If you submit more than one form, the items listed on the Year-End Form will replace all of the items on any previous Year-End Form.

Common Element Issues

Suite owners who experience Common Element problems should write to the Board of Directors via the Property Management Company and should copy the Customer Service Representative. This will ensure a co-coordinated approach to resolve these issues.



Document General

Do Process Software • (416) 322-6111

Form 4 — Land Registration Reform Act

3900388

D

FOR OFFICE USE ONLY

(1) Registry Land Titles (2) Page 1 of 35 pages

(3) Property Identifier(s) Block Property
76378-0001 (LT) to 76378-0479 (LT) Additional: See Schedule

(4) Nature of Document
**BY-LAW NO. 1 (THE CONDOMINIUM ACT)
SECTION 56(10)**

(5) Consideration
Dollars \$

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2378, in the City of Toronto, Land Titles Division of Toronto (No. 66)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Schedule for By-law and Certificate.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature		
		Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378 (Applicant)	 Per: Ray Jankelow Title: Secretary	2014	06	11
We have authority to bind the Corporation	 Per: Gus Stavropoulos Title: Treasurer	2014	06	11

(11) Address for Service **1815 Ironstone Manor, Unit 1, Pickering, Ontario, L1W 3W9**

(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:
**Arthur L. Shapero
Owens Wright LLP
20 Holly Street
Suite 300
Toronto, Ontario
M4S 3B1**

Fees and Tax	
Registration Fee	
Total	

Condominium Cross Reference Index Report

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76378-0408	UNIT 234, LEVEL A
76378-0409	UNIT 235, LEVEL A
76378-0410	UNIT 236, LEVEL A
76378-0411	UNIT 237, LEVEL A
76378-0412	UNIT 238, LEVEL A
76378-0413	UNIT 1, LEVEL B
76378-0414	UNIT 2, LEVEL B
76378-0415	UNIT 3, LEVEL B
76378-0416	UNIT 4, LEVEL B
76378-0417	UNIT 5, LEVEL B
76378-0418	UNIT 6, LEVEL B
76378-0419	UNIT 7, LEVEL B
76378-0420	UNIT 8, LEVEL B
76378-0421	UNIT 9, LEVEL B
76378-0422	UNIT 10, LEVEL B
76378-0423	UNIT 11, LEVEL B

76378-0424	UNIT 12, LEVEL B
76378-0425	UNIT 13, LEVEL B
76378-0426	UNIT 14, LEVEL B
76378-0427	UNIT 15, LEVEL B
76378-0428	UNIT 16, LEVEL B
76378-0429	UNIT 17, LEVEL B
76378-0430	UNIT 18, LEVEL B
76378-0431	UNIT 19, LEVEL B
76378-0432	UNIT 20, LEVEL B
76378-0433	UNIT 21, LEVEL B
76378-0434	UNIT 22, LEVEL B
76378-0435	UNIT 23, LEVEL B
76378-0436	UNIT 24, LEVEL B
76378-0437	UNIT 25, LEVEL B
76378-0438	UNIT 26, LEVEL B
76378-0439	UNIT 27, LEVEL B
76378-0440	UNIT 28, LEVEL B
76378-0441	UNIT 29, LEVEL B
76378-0442	UNIT 30, LEVEL B
76378-0443	UNIT 31, LEVEL B
76378-0444	UNIT 32, LEVEL B
76378-0445	UNIT 33, LEVEL B
76378-0446	UNIT 34, LEVEL B
76378-0447	UNIT 35, LEVEL B
76378-0448	UNIT 36, LEVEL B

76378-0449	UNIT 37, LEVEL B
76378-0450	UNIT 38, LEVEL B
76378-0451	UNIT 39, LEVEL B
76378-0452	UNIT 40, LEVEL B
76378-0453	UNIT 41, LEVEL B
76378-0454	UNIT 42, LEVEL B
76378-0455	UNIT 43, LEVEL B
76378-0456	UNIT 44, LEVEL B
76378-0457	UNIT 45, LEVEL B
76378-0458	UNIT 46, LEVEL B
76378-0459	UNIT 47, LEVEL B
76378-0460	UNIT 48, LEVEL B
76378-0461	UNIT 49, LEVEL B
76378-0462	UNIT 50, LEVEL B
76378-0463	UNIT 51, LEVEL B
76378-0464	UNIT 52, LEVEL B
76378-0465	UNIT 53, LEVEL B
76378-0466	UNIT 54, LEVEL B
76378-0467	UNIT 55, LEVEL B
76378-0468	UNIT 56, LEVEL B
76378-0469	UNIT 57, LEVEL B
76378-0470	UNIT 58, LEVEL B
76378-0471	UNIT 59, LEVEL B
76378-0472	UNIT 60, LEVEL B
76378-0473	UNIT 61, LEVEL B

76378-0474	UNIT 62, LEVEL B
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76378-0475	UNIT 63, LEVEL B
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76378-0476	UNIT 64, LEVEL B
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76378-0477	UNIT 65, LEVEL B
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76378-0478	UNIT 66, LEVEL B
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76378-0479	UNIT 67, LEVEL B
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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. 2378 (known as the "Corporation")
certifies that:

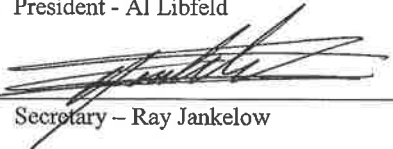
1. The copy of By-law Number 1, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the bylaw.

DATED this 21st day of May, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 

President - Al Libfeld

Per: 

Secretary - Ray Jankelow

We have authority to bind the Corporation.

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

BY-LAW NO. 1

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 2378 (hereinafter referred to as this or the "Corporation" or this or the "Condominium") as follows:

ARTICLE I
DEFINITIONS

- 1.01 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, 1998, S.O. 1998, c. 19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "Act"), and in the declaration of the Corporation (the "declaration"). All section references utilized herein, unless the contrary is expressed, shall refer to sections of the Act.

ARTICLE II
SEAL

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

ARTICLE III
RECORDS

- 3.01 The Corporation shall maintain the following lists, items, records, and other documents (collectively referred to as 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) the seal of the Corporation;
 - e) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to section 98;
 - f) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - g) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - h) the names and addresses for service of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1);
 - i) notices received from an owner that his unit has been leased together with the lessee's name, the owners address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1);
 - j) notices received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2);
 - k) all records that the Corporation has related to the units or to employees of the Corporation;



- l) the 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;
- m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- n) all existing plans for underground site services, site grading, drainage and landscaping and television, radio, or other communication services;
- o) all other existing plans and information that are relevant to the repair or maintenance of the property;
- p) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "ONHWP Act") an executed copy of Form 3 of Ontario Regulation 49/01 to the ONHWP Act, and a copy of all final reports on inspections that the Corporation, within the meaning of the ONHWP Act, requires be carried out on the common elements;
- q) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- r) all reserve fund studies and plans to increase the reserve fund under section 94(8);
- s) copy of the most current disclosure statement delivered to a purchaser prior the turnover meeting;
- t) copy of all agreements entered into by or on behalf of the Corporation;
- u) a copy of the written performance audit report received by the Corporation under section 44(8);
- v) any report the Corporation receives from an inspector pursuant to section 130;
- w) a copy of all status certificates issued by the Corporation within the previous ten (10) years;
- x) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years; and
- y) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized.

ARTICLE IV MEETING OF UNIT OWNERS

- 4.01 **Annual Meetings:** The annual meeting of the owners shall take place within six (6) months following the Corporation's fiscal year end, and shall be held at such place and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws from time to time may require.
- 4.02 **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.

- 4.03 **Notices:** At least fifteen (15) days written notice of the time, place and date of a meeting of owners shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the record (the "Register") of names and addresses of owners and mortgagees required to be maintained pursuant to Section 47, twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner (nor to any owner who has not provided an address for service to the Corporation), nor to any mortgagee who has not notified the Corporation of his address for service, and that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall include an agenda of the matters to be considered at such meeting. In the case of a notice to owners that is not a notice of meeting of owners, such notice shall be given to those persons whose names appeared in the Register five (5) days before the day the notice is given.
- 4.04 **Reports and Financial Statements:** The Corporation shall attach to any notice of an annual meeting a copy of the financial statements and auditors report of the Corporation for the previous fiscal year of the Corporation. A copy of the minutes of the meetings of owners and of the board shall, within thirty (30) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying.
- 4.05 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, any person entitled to vote at the meeting, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.06 **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote in respect of not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.
- 4.07 **Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.11 and 4.13 hereof, every owner of a unit shall be entitled to vote, if he is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the chairperson of the meeting that he is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his 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 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 he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.08 **Conduct of Meetings and Method of Voting:** At any general or special meeting, the president of the Corporation (or to whomever he may delegate the responsibility) or failing him, the vice-president, or failing him, 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, 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.

- 4.09 **Representatives:** An estate trustee, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owners or mortgagee's 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 4.11 shall apply.
- 4.10 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.
- 4.11 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.12 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question.
- 4.13 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting, provided that such an owner may vote if the corporation receives payment, by certified funds, of the arrears and all other costs and expenses owing before the meeting is held.

ARTICLE V **BOARD OF DIRECTORS**

- 5.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 5.02 **Number and Quorum:** The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office. In no event shall the quorum be increased past a simple majority of the number of directors of the board.
- 5.03 **Qualifications:** Each director and each officer shall be a natural person who is eighteen (18) or more years of age, but need not own a unit or reside in a unit in the Condominium.
- 5.04 **Disqualification:** A director or officer immediately ceases to be a director (or officer, as the case may be), if such person:
- a) is or becomes an undischarged bankrupt or is mentally incompetent;
 - b) is a party to litigation, mediation, and/or arbitration against or with the Corporation;
 - c) has registered against his unit a certificate of lien and the person does not obtain a discharge of the lien within 90 days of the registration of the lien; or
 - d) is a director and fails to attend three board meetings in any given year and is unable to provide an explanation for his absence that is satisfactory to the Board, acting reasonably.
- 5.05 **Election and Term:** The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to section 43, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining

terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

- 5.06 **Owner-occupied Units:** If at least fifteen (15%) percent of the units are owner-occupied on or after the time at which the board is required to call the turnover meeting pursuant to Section 43 (the "Turnover Meeting"), no persons other than the owners of owner-occupied units (as defined in section 51(5)) may elect a person to or remove a person from one (1) of the positions on the board (the "Owner-Occupied Director"). The Owner-Occupied Director shall be the director for the one (1) year term, and thereafter when that position becomes vacant, the director for that position shall be voted upon only by the owners of owner-occupied units. If the number of owner-occupied units does not exceed 15% at the Turnover Meeting, but in any subsequent year more than 15% of the units become owner-occupied, the position of a director whose term 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, the director for that position shall be voted upon only by the owners of owner-occupied units.
- 5.07. **Consent:** No election or appointment of a person as a director shall be effective unless:
- a) he consents in writing to act as a director before his election or appointment or within ten (10) days thereafter; or
 - b) he was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a director.
- 5.08 **Removal of Directors:** A director may be removed before the expiration of his term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any qualified person in place of any director who has been so removed, or who has died or resigned, for the remainder of his term. The Owner-Occupied Director may only be removed by a vote of the owners of the owner-occupied units.
- 5.09 **Filling of Vacancies:** If a vacancy in the membership of the board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
- 5.10 **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as the president and any other director may determine; and the secretary shall call meetings when directly authorized by the president and any other director to do so. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his last known place of residence) not less than forty-eight (48) hours (excluding any part of a Saturday, Sunday or a statutory holiday as defined by the *Interpretation Act* of Canada for that 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 the meeting or otherwise signified in writing their consent to the holding of such meeting. A director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice unless the director expressly objects to such failure at the meeting. If any notice of a directors' meeting is mailed, telefaxed or couriered as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day following the date on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, electronically communicated or couriered.
- 5.11 **Board Meetings by Teleconference:** A meeting of the board of directors may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of section 35(5) and this by-law) to be present at such meeting.
- 5.12 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board

fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

- 5.13 **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.
- 5.14 **Disclosure by Directors of Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his interest is limited to remuneration as a director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party, shall declare his interest in such contract or transaction, at a meeting of the directors of the Corporation and shall, at that time, disclose in writing the nature and extent of such interest. Such director shall not be present during discussion at a meeting, shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum, unless the director's interest in it is or would be limited solely to the insurance described in section 39 or his remuneration as a director, officer or employee of the Corporation, or unless the director's interest arises or would arise solely because the director is a director, officer or employee of the declarant, if the director has been appointed to the first board by the declarant under subsection 42 (1). A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has complied with the requirements of the Act contemplated in this section, then such director, if he was acting honestly and in good faith at the time the contract or transaction was or is entered into, is not, by reason only of holding the office of director, accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.
- 5.15 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.16 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested (provided, however, that such investment was made in compliance with the requirements of the Act), or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through or in connection with his own dishonest or fraudulent act or acts.
- 5.17 **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 for or in respect of anything done, permitted to be done by him, or omitted to be done by him, in respect of the execution of the duties of his office; and
 - b) all other costs, charges and expenses which such director or officer sustains or incurs in respect of the affairs of the Corporation;
- (hereinafter collectively referred to as the "Liabilities") unless the Act or the by-laws of the Corporation otherwise provide.
- 5.18 **Indemnity insurance:** Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities.

ARTICLE VI
OFFICERS

- 6.01 **Elected President:** At the first meeting of the board, and after each election of the directors, the board shall elect from among its members a president. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office of the president may be filled by the board from among its members.
- 6.02 **Appointed Officers:** From time to time the board shall appoint a secretary, and may appoint one or more vice-presidents, a general manager, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the secretary and the office of treasurer, he may be known as the secretary-treasurer.
- 6.03 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
- 6.04 **President:** The president shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business affairs of the Corporation.
- 6.05 **Vice-President:** During the absence of the president, his duties may be performed and his powers may be exercised by the vice-president, or if there are more than one, by the vice-presidents in order of seniority (as determined by the board), save that no vice-president shall preside at a meeting at the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case maybe. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the board may prescribe from time to time.
- 6.06 **Secretary:** The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. The secretary shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
- 6.07 **Treasurer:** The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, the treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The treasurer shall render to the board at any meeting thereof, or whenever required of the treasurer, an account of all his 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.
- 6.08 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 6.09 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.

ARTICLE VII
BANKING ARRANGEMENTS AND CONTRACTS

- 7.01 **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any

property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

- 7.02 **Execution of Instruments:** Subject to the provisions of the Act and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or the vice-president, together with the secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
- 7.03 **No Seal:** Despite anything contained in this by-law to the contrary, any type or class of document, contract, or other writing otherwise requiring a seal need not be executed under seal by any person nor duly witnessed, provided that the name of the signatory, his office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" is clearly set out below the signature(s), and such a document, contract, or other writing has the same effect for all purposes as if executed under seal.
- 7.04 **Execution of the Status Certificate:** Status certificates may be signed by any officer or director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII **FINANCIAL YEAR-END**

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

ARTICLE IX **THE CORPORATION**

- 9.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- a) operating, maintaining, controlling, managing and administering the common elements and assets of the Corporation;
 - b) collecting the common expenses assessed against the owners;
 - c) arranging for the supply of all requisite private or public utility services to the common elements and to the units (unless separately metered), except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
 - d) obtaining and maintaining such insurance for damage to the units and common elements (save for insurance for damage to improvements made to a dwelling unit), as may be required by the Act, the declaration or the by-laws;
 - f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the declaration and the by-laws;
 - g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;

- i) effecting compliance by the owners, residents, tenants, licencees, employees, and invitees with the Act, the declaration, the by-laws and the rules;
- j) providing status certificates, and such statements and information as may be prescribed by the Act;
- k) taking all reasonable steps to collect from each unit owner his proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to section 85(1) against each unit in respect of which the owner has defaulted in the payment of common expenses;
- l) keeping and maintaining adequate records as set out in the Act and the by-laws from time to time, including without limitation, those records set out in Article III hereof.

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

- a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) employing a building manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act;
- e) settling, adjusting, compromising or referring to mediation or arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- 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 bylaws 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 approval of the owners.
- g) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- h) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;
- i) leasing any part of the non-exclusive use common elements, or granting any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the non-exclusive use 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; and
- j) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement with First Service Residential, or such other management company, in respect of the units and common elements of this Condominium;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act; and

- (iii) any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board, from time to time.

ARTICLE X
NOTICE

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

- a) **to an owner**, who has notified the Corporation of his interest in any unit and his address for service, by giving same to him, (or to any director or officer of the owner, if the owner is a corporation) either
 - (1) personally, by courier, or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner to the Corporation; or
 - (2) facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner; or
 - (3) delivered at the owners unit or at the mail box for the unit unless,
 - (i) the party giving the notice has received a written request from the owner that the notice not be given in this manner, or
 - (ii) the address for service that appears in the record is not the address of the unit of the owner.
- b) **to a mortgagee**, who has notified the Corporation of his interest in any unit and his address for service, and has confirmed that it has under the terms of the mortgage the right to vote at a meeting of owners in the place of the unit owner (or to consent in writing in the place of the unit owner), by giving same to him, or to any director or officer of the mortgagee, either:
 - (1) 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
 - (2) by facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice 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, such notice shall be deemed to have been received (and to be effective) on the third (3rd) business day following the day on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, or couriered (or sent by electronic mail, or any other method of electronic communication, if previously agreed to by the owner or mortgagee).

10.03 **Omissions and Errors:** The accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.01 **Duties of the Board Concerning Common Expenses:** The common expenses, as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of the declaration. The board shall, from time to time, and at least once annually, prepare the 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.

- 11.02 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain such reserve funds in accordance with the requirements of the Act, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), shall conduct subsequent reserve fund studies or updates thereof (at the times prescribed by the Act or the regulations thereto), shall notify the owners and the auditor, and shall implement the plan for future funding of the reserve, in order to make sufficient provision for a reserve fund in the annual budget.
- 11.03 **Notice of Common Expenses to Owners:** The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.
- 11.04 **Owners Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner's unit, in equal monthly instalments due and payable on the first day of each and every month throughout the 12-month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules of the Corporation in force from time to time by any unit owner, or by members of his family and/or their tenants, residents, employees, invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.05 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
- 11.06 **Default in Payment of Assessment:**
- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
 - b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis.
 - 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.

ARTICLE XII **LIABILITY FOR COSTS**

- 12.01 **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 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 himself, the board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

- 12.02 **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, 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 pursuant to section 49.
- 12.03 **Insurance Deductible:** In accordance with subsection 105(3), where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owners unit.

ARTICLE XIII RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.01 The board may make, amend, and repeal rules respecting the use of the common elements, units, and assets of the Corporation, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units, and/or the assets of the Corporation. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider one or more of such rules, or unless the rule or an amendment to a rule has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or amendment is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.
- 13.02 The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

ARTICLE XIV MISCELLANEOUS

- 14.01 **Invalidity:** The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.
- 14.02 **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.

- 14.03 **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 14.04 **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 14.05 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

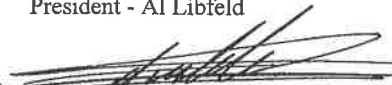
DATED this 21st day of May, 2014.

Toronto Standard Condominium Corporation No. 2378 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 

President - Al Libfeld

Per: 

Secretary - Ray Jankelow

We have authority to bind the Corporation.



Document General

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Form 4 — Land Registration Reform Act

FOR OFFICE USE ONLY

(1) Registry Land Titles (2) Page 1 of 25 pages

(3) Property Identifier(s) Block Property
76378-0001 (LT) to 76378-0479 (LT) Additional: See Schedule

(4) Nature of Document
**BY-LAW NO. 2 (THE CONDOMINIUM ACT)
SECTION 56(10)**

(5) Consideration
Dollars \$

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2378, in the City of Toronto, Land Titles Division of Toronto (No. 66)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Schedule for By-law and Certificate.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature		
		Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378 (Applicant)		2014	06	11
We have authority to bind the Corporation		2014	06	11

(11) Address for Service: **1815 Ironstone Manor, Unit 1, Pickering, Ontario, L1W 3W9**

(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: Arthur L. Shapero Owens Wright LLP 20 Holly Street Suite 300 Toronto, Ontario M4S 3B1	Fees and Tax	
		Registration Fee	
		Total	

FOR OFFICE USE ONLY

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76378-0182	UNIT 8, LEVEL A
76378-0183	UNIT 9, LEVEL A
76378-0184	UNIT 10, LEVEL A
76378-0185	UNIT 11, LEVEL A
76378-0186	UNIT 12, LEVEL A
76378-0187	UNIT 13, LEVEL A
76378-0188	UNIT 14, LEVEL A
76378-0189	UNIT 15, LEVEL A
76378-0190	UNIT 16, LEVEL A
76378-0191	UNIT 17, LEVEL A
76378-0192	UNIT 18, LEVEL A
76378-0193	UNIT 19, LEVEL A
76378-0194	UNIT 20, LEVEL A
76378-0195	UNIT 21, LEVEL A
76378-0196	UNIT 22, LEVEL A
76378-0197	UNIT 23, LEVEL A
76378-0198	UNIT 24, LEVEL A

76378-0199	UNIT 25, LEVEL A
76378-0200	UNIT 26, LEVEL A
76378-0201	UNIT 27, LEVEL A
76378-0202	UNIT 28, LEVEL A
76378-0203	UNIT 29, LEVEL A
76378-0204	UNIT 30, LEVEL A
76378-0205	UNIT 31, LEVEL A
76378-0206	UNIT 32, LEVEL A
76378-0207	UNIT 33, LEVEL A
76378-0208	UNIT 34, LEVEL A
76378-0209	UNIT 35, LEVEL A
76378-0210	UNIT 36, LEVEL A
76378-0211	UNIT 37, LEVEL A
76378-0212	UNIT 38, LEVEL A
76378-0213	UNIT 39, LEVEL A
76378-0214	UNIT 40, LEVEL A
76378-0215	UNIT 41, LEVEL A
76378-0216	UNIT 42, LEVEL A
76378-0217	UNIT 43, LEVEL A
76378-0218	UNIT 44, LEVEL A
76378-0219	UNIT 45, LEVEL A
76378-0220	UNIT 46, LEVEL A
76378-0221	UNIT 47, LEVEL A
76378-0222	UNIT 48, LEVEL A
76378-0223	UNIT 49, LEVEL A

76378-0224	UNIT 50, LEVEL A
76378-0225	UNIT 51, LEVEL A
76378-0226	UNIT 52, LEVEL A
76378-0227	UNIT 53, LEVEL A
76378-0228	UNIT 54, LEVEL A
76378-0229	UNIT 55, LEVEL A
76378-0230	UNIT 56, LEVEL A
76378-0231	UNIT 57, LEVEL A
76378-0232	UNIT 58, LEVEL A
76378-0233	UNIT 59, LEVEL A
76378-0234	UNIT 60, LEVEL A
76378-0235	UNIT 61, LEVEL A
76378-0236	UNIT 62, LEVEL A
76378-0237	UNIT 63, LEVEL A
76378-0238	UNIT 64, LEVEL A
76378-0239	UNIT 65, LEVEL A
76378-0240	UNIT 66, LEVEL A
76378-0241	UNIT 67, LEVEL A
76378-0242	UNIT 68, LEVEL A
76378-0243	UNIT 69, LEVEL A
76378-0244	UNIT 70, LEVEL A
76378-0245	UNIT 71, LEVEL A
76378-0246	UNIT 72, LEVEL A
76378-0247	UNIT 73, LEVEL A
76378-0248	UNIT 74, LEVEL A

76378-0249	UNIT 75, LEVEL A
76378-0250	UNIT 76, LEVEL A
76378-0251	UNIT 77, LEVEL A
76378-0252	UNIT 78, LEVEL A
76378-0253	UNIT 79, LEVEL A
76378-0254	UNIT 80, LEVEL A
76378-0255	UNIT 81, LEVEL A
76378-0256	UNIT 82, LEVEL A
76378-0257	UNIT 83, LEVEL A
76378-0258	UNIT 84, LEVEL A
76378-0259	UNIT 85, LEVEL A
76378-0260	UNIT 86, LEVEL A
76378-0261	UNIT 87, LEVEL A
76378-0262	UNIT 88, LEVEL A
76378-0263	UNIT 89, LEVEL A
76378-0264	UNIT 90, LEVEL A
76378-0265	UNIT 91, LEVEL A
76378-0266	UNIT 92, LEVEL A
76378-0267	UNIT 93, LEVEL A
76378-0268	UNIT 94, LEVEL A
76378-0269	UNIT 95, LEVEL A
76378-0270	UNIT 96, LEVEL A
76378-0271	UNIT 97, LEVEL A
76378-0272	UNIT 98, LEVEL A
76378-0273	UNIT 99, LEVEL A

76378-0274	UNIT 100, LEVEL A
76378-0275	UNIT 101, LEVEL A
76378-0276	UNIT 102, LEVEL A
76378-0277	UNIT 103, LEVEL A
76378-0278	UNIT 104, LEVEL A
76378-0279	UNIT 105, LEVEL A
76378-0280	UNIT 106, LEVEL A
76378-0281	UNIT 107, LEVEL A
76378-0282	UNIT 108, LEVEL A
76378-0283	UNIT 109, LEVEL A
76378-0284	UNIT 110, LEVEL A
76378-0285	UNIT 111, LEVEL A
76378-0286	UNIT 112, LEVEL A
76378-0287	UNIT 113, LEVEL A
76378-0288	UNIT 114, LEVEL A
76378-0289	UNIT 115, LEVEL A
76378-0290	UNIT 116, LEVEL A
76378-0291	UNIT 117, LEVEL A
76378-0292	UNIT 118, LEVEL A
76378-0293	UNIT 119, LEVEL A
76378-0294	UNIT 120, LEVEL A
76378-0295	UNIT 121, LEVEL A
76378-0296	UNIT 122, LEVEL A
76378-0297	UNIT 123, LEVEL A
76378-0298	UNIT 124, LEVEL A

76378-0299	UNIT 125, LEVEL A
76378-0300	UNIT 126, LEVEL A
76378-0301	UNIT 127, LEVEL A
76378-0302	UNIT 128, LEVEL A
76378-0303	UNIT 129, LEVEL A
76378-0304	UNIT 130, LEVEL A
76378-0305	UNIT 131, LEVEL A
76378-0306	UNIT 132, LEVEL A
76378-0307	UNIT 133, LEVEL A
76378-0308	UNIT 134, LEVEL A
76378-0309	UNIT 135, LEVEL A
76378-0310	UNIT 136, LEVEL A
76378-0311	UNIT 137, LEVEL A
76378-0312	UNIT 138, LEVEL A
76378-0313	UNIT 139, LEVEL A
76378-0314	UNIT 140, LEVEL A
76378-0315	UNIT 141, LEVEL A
76378-0316	UNIT 142, LEVEL A
76378-0317	UNIT 143, LEVEL A
76378-0318	UNIT 144, LEVEL A
76378-0319	UNIT 145, LEVEL A
76378-0320	UNIT 146, LEVEL A
76378-0321	UNIT 147, LEVEL A
76378-0322	UNIT 148, LEVEL A
76378-0323	UNIT 149, LEVEL A

76378-0324	UNIT 150, LEVEL A
76378-0325	UNIT 151, LEVEL A
76378-0326	UNIT 152, LEVEL A
76378-0327	UNIT 153, LEVEL A
76378-0328	UNIT 154, LEVEL A
76378-0329	UNIT 155, LEVEL A
76378-0330	UNIT 156, LEVEL A
76378-0331	UNIT 157, LEVEL A
76378-0332	UNIT 158, LEVEL A
76378-0333	UNIT 159, LEVEL A
76378-0334	UNIT 160, LEVEL A
76378-0335	UNIT 161, LEVEL A
76378-0336	UNIT 162, LEVEL A
76378-0337	UNIT 163, LEVEL A
76378-0338	UNIT 164, LEVEL A
76378-0339	UNIT 165, LEVEL A
76378-0340	UNIT 166, LEVEL A
76378-0341	UNIT 167, LEVEL A
76378-0342	UNIT 168, LEVEL A
76378-0343	UNIT 169, LEVEL A
76378-0344	UNIT 170, LEVEL A
76378-0345	UNIT 171, LEVEL A
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76378-0347	UNIT 173, LEVEL A
76378-0348	UNIT 174, LEVEL A

76378-0349	UNIT 175, LEVEL A
76378-0350	UNIT 176, LEVEL A
76378-0351	UNIT 177, LEVEL A
76378-0352	UNIT 178, LEVEL A
76378-0353	UNIT 179, LEVEL A
76378-0354	UNIT 180, LEVEL A
76378-0355	UNIT 181, LEVEL A
76378-0356	UNIT 182, LEVEL A
76378-0357	UNIT 183, LEVEL A
76378-0358	UNIT 184, LEVEL A
76378-0359	UNIT 185, LEVEL A
76378-0360	UNIT 186, LEVEL A
76378-0361	UNIT 187, LEVEL A
76378-0362	UNIT 188, LEVEL A
76378-0363	UNIT 189, LEVEL A
76378-0364	UNIT 190, LEVEL A
76378-0365	UNIT 191, LEVEL A
76378-0366	UNIT 192, LEVEL A
76378-0367	UNIT 193, LEVEL A
76378-0368	UNIT 194, LEVEL A
76378-0369	UNIT 195, LEVEL A
76378-0370	UNIT 196, LEVEL A
76378-0371	UNIT 197, LEVEL A
76378-0372	UNIT 198, LEVEL A
76378-0373	UNIT 199, LEVEL A

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76378-0375	UNIT 201, LEVEL A
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76378-0378	UNIT 204, LEVEL A
76378-0379	UNIT 205, LEVEL A
76378-0380	UNIT 206, LEVEL A
76378-0381	UNIT 207, LEVEL A
76378-0382	UNIT 208, LEVEL A
76378-0383	UNIT 209, LEVEL A
76378-0384	UNIT 210, LEVEL A
76378-0385	UNIT 211, LEVEL A
76378-0386	UNIT 212, LEVEL A
76378-0387	UNIT 213, LEVEL A
76378-0388	UNIT 214, LEVEL A
76378-0389	UNIT 215, LEVEL A
76378-0390	UNIT 216, LEVEL A
76378-0391	UNIT 217, LEVEL A
76378-0392	UNIT 218, LEVEL A
76378-0393	UNIT 219, LEVEL A
76378-0394	UNIT 220, LEVEL A
76378-0395	UNIT 221, LEVEL A
76378-0396	UNIT 222, LEVEL A
76378-0397	UNIT 223, LEVEL A
76378-0398	UNIT 224, LEVEL A

76378-0399	UNIT 225, LEVEL A
76378-0400	UNIT 226, LEVEL A
76378-0401	UNIT 227, LEVEL A
76378-0402	UNIT 228, LEVEL A
76378-0403	UNIT 229, LEVEL A
76378-0404	UNIT 230, LEVEL A
76378-0405	UNIT 231, LEVEL A
76378-0406	UNIT 232, LEVEL A
76378-0407	UNIT 233, LEVEL A
76378-0408	UNIT 234, LEVEL A
76378-0409	UNIT 235, LEVEL A
76378-0410	UNIT 236, LEVEL A
76378-0411	UNIT 237, LEVEL A
76378-0412	UNIT 238, LEVEL A
76378-0413	UNIT 1, LEVEL B
76378-0414	UNIT 2, LEVEL B
76378-0415	UNIT 3, LEVEL B
76378-0416	UNIT 4, LEVEL B
76378-0417	UNIT 5, LEVEL B
76378-0418	UNIT 6, LEVEL B
76378-0419	UNIT 7, LEVEL B
76378-0420	UNIT 8, LEVEL B
76378-0421	UNIT 9, LEVEL B
76378-0422	UNIT 10, LEVEL B
76378-0423	UNIT 11, LEVEL B

76378-0424	UNIT 12, LEVEL B
76378-0425	UNIT 13, LEVEL B
76378-0426	UNIT 14, LEVEL B
76378-0427	UNIT 15, LEVEL B
76378-0428	UNIT 16, LEVEL B
76378-0429	UNIT 17, LEVEL B
76378-0430	UNIT 18, LEVEL B
76378-0431	UNIT 19, LEVEL B
76378-0432	UNIT 20, LEVEL B
76378-0433	UNIT 21, LEVEL B
76378-0434	UNIT 22, LEVEL B
76378-0435	UNIT 23, LEVEL B
76378-0436	UNIT 24, LEVEL B
76378-0437	UNIT 25, LEVEL B
76378-0438	UNIT 26, LEVEL B
76378-0439	UNIT 27, LEVEL B
76378-0440	UNIT 28, LEVEL B
76378-0441	UNIT 29, LEVEL B
76378-0442	UNIT 30, LEVEL B
76378-0443	UNIT 31, LEVEL B
76378-0444	UNIT 32, LEVEL B
76378-0445	UNIT 33, LEVEL B
76378-0446	UNIT 34, LEVEL B
76378-0447	UNIT 35, LEVEL B
76378-0448	UNIT 36, LEVEL B

76378-0449	UNIT 37, LEVEL B
76378-0450	UNIT 38, LEVEL B
76378-0451	UNIT 39, LEVEL B
76378-0452	UNIT 40, LEVEL B
76378-0453	UNIT 41, LEVEL B
76378-0454	UNIT 42, LEVEL B
76378-0455	UNIT 43, LEVEL B
76378-0456	UNIT 44, LEVEL B
76378-0457	UNIT 45, LEVEL B
76378-0458	UNIT 46, LEVEL B
76378-0459	UNIT 47, LEVEL B
76378-0460	UNIT 48, LEVEL B
76378-0461	UNIT 49, LEVEL B
76378-0462	UNIT 50, LEVEL B
76378-0463	UNIT 51, LEVEL B
76378-0464	UNIT 52, LEVEL B
76378-0465	UNIT 53, LEVEL B
76378-0466	UNIT 54, LEVEL B
76378-0467	UNIT 55, LEVEL B
76378-0468	UNIT 56, LEVEL B
76378-0469	UNIT 57, LEVEL B
76378-0470	UNIT 58, LEVEL B
76378-0471	UNIT 59, LEVEL B
76378-0472	UNIT 60, LEVEL B
76378-0473	UNIT 61, LEVEL B

76378-0474	UNIT 62, LEVEL B
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76378-0475	UNIT 63, LEVEL B
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76378-0476	UNIT 64, LEVEL B
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76378-0477	UNIT 65, LEVEL B
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76378-0478	UNIT 66, LEVEL B
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76378-0479	UNIT 67, LEVEL B
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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. 2378 (known as the "Corporation") certifies that:


1. The copy of By-law Number 2, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the bylaw.

DATED this 21st day of May, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 

President - Al Libfeld

Per: 

Secretary - Ray Jankelow

We have authority to bind the Corporation.

**BY-LAW NO. 2
FOR
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378**

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2378 (hereinafter referred to as the "**Corporation**" or the "**Condominium**") as follows:


1. That the Corporation enter into an assumption agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Carma Assumption Agreement**") with Tribute (Bayview) Limited (hereinafter called "**Tribute**") for the purposes of confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Carma Unit Sub-Metering Services Agreement (as defined in the Carma Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Carma Unit Sub-Metering Services Agreement to be observed and performed by Tribute, and to release and indemnify Tribute as therein contained.
2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Carma Unit Sub-Metering Services Agreement.
3. That all terms, provisions and conditions set out in the Carma Unit Sub-Metering Services Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.
4. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Carma Assumption Agreement, together with all other documents or instruments which are ancillary to the Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 2 of Toronto Standard Condominium Corporation No. 2378.

DATED at Toronto, the 21st day of May, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 
Name: Al Libfeld
Title: President

Per: 
Name: Ray Jankelow
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this 21st day of May, 2014.

B E T W E E N:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2378**

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

OF THE FIRST PART;

- and -

TRIBUTE (BAYVIEW) LIMITED

(hereinafter called the "**Tribute**")

OF THE SECOND PART.

WHEREAS Carma Industries Inc. (the "**Carma Industries**") and Tribute Communities have entered into a unit sub-metering services agreement (the "**Carma Unit Sub-Metering Services Agreement**") made as of the 1st day of December, 2012;

AND WHEREAS Tribute Communities and Tribute entered into an Assumption and Assignment Agreement dated May 21st, 2014, where Tribute assumed all of the rights, obligations and liabilities of Tribute Communities in and to the Carma Unit Sub-Metering Services Agreement.

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT3584806 (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. 2378 (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Carma Unit Sub-Metering Services Agreement to be observed and performed by Tribute.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:


1. The Condominium Corporation acknowledges receipt of a true copy of the Carma Unit Sub-Metering Services Agreement.
2. The Condominium Corporation covenants and agrees that as of and from the date of the registration of the Declaration of the Condominium Corporation that it will assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in and under the Carma Unit Sub-Metering Services Agreement to be observed and performed by Tribute.
3. It is expressly understood and agreed, that upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges Tribute from Tribute's covenants and obligations arising under, or in connection with the

Carma Unit Sub-Metering Services Agreement and the Condominium Corporation further covenants to indemnify and save Tribute harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which Tribute may suffer or incur arising directly or indirectly in connection with the Carma Unit Sub-Metering Services Agreement.

4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.


**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 
Name: Al Libfeld
Title: President

Per: 
Name: Ray Jankelow
Title: Secretary

We have authority to bind the Corporation.

TRIBUTE (BAYVIEW) LIMITED

Per: 
Name: Al Libfeld
Title: President

I have authority to bind the Corporation.

ASSUMPTION AND ASSIGNMENT AGREEMENT

THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (the "Agreement") made the 21st day of May, 2014.

BETWEEN:

TRIBUTE COMMUNITIES

(hereinafter called the "Developer")

-and-

TRIBUTE (BAYVIEW) LIMITED

(hereinafter called the "Corporation")

WHEREAS Carma Industries Inc. ("Carma Industries") and the Developer have entered into a unit sub-metering services agreement dated December 1st, 2012 (the "Carma Unit Sub-Metering Services Agreement") in relation to the Premises (as defined in the Carma Unit Sub-Metering Services Agreement);

AND WHEREAS the Corporation has agreed to assume the rights and obligations of the Developer under the Carma Unit Sub-Metering Services Agreement effective as of the date first written above (the "Effective Date");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Carma Unit Sub-Metering Services Agreement.

1.2 **Severability.** In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

1.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

1.4 **Enurement.** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

2. ASSIGNMENT BY DEVELOPER AND ASSUMPTION BY THE CORPORATION

2.1 **Assignment.** As at the date of this Agreement, the Developer hereby assigns to the Corporation all interest in and to the Carma Unit Sub-Metering Services Agreement including all rights, obligations and liabilities thereunder.

2.2 **Assumption.** As of the date of this Agreement, the Corporation hereby:

- (a) assumes all rights, obligations and liabilities of the Developer under the Carma Unit Sub-Metering Services Agreement;
- (b) agrees to pay all amounts owing by the Developer, if any, under the Carma Unit Sub-Metering Services Agreement, in the manner set forth in the Carma Unit Sub-Metering Services Agreement; and

(c) agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Carma Unit Sub-Metering Services Agreement to be done, observed, performed and kept by the Developer as if the Corporation were an original party to the Carma Unit Sub-Metering Services Agreement and as such had executed the Carma Unit Sub-Metering Services Agreement.

3. GENERAL


3.1 Amendments. This Agreement may not be modified or amended except with the written consent of the parties hereto.

3.2 Further Assurances. The parties hereto agree that they will from time to time duly execute and deliver such instruments and take such further action as may be required to accomplish or give effect to the purposes of this Agreement.

3.3 Execution and Delivery. This Agreement may be executed in counterparts and delivered by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

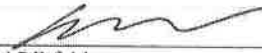
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

TRIBUTE COMMUNITIES

Per: 
Name: Al Libfeld
Title: President

I have authority to bind the Corporation.

TRIBUTE (BAYVIEW) LIMITED

Per: 
Name: Al Libfeld
Title: President

I have authority to bind the Corporation.

THIS AGREEMENT made this 21st day of May, 2014.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2378**

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

OF THE FIRST PART;

- and -

TRIBUTE (BAYVIEW) LIMITED

(hereinafter called the "**Tribute**")

OF THE SECOND PART.

WHEREAS Carma Industries Inc. (the "**Carma Industries**") and Tribute Communities have entered into a unit sub-metering services agreement (the "**Carma Unit Sub-Metering Services Agreement**") made as of the 1st day of December, 2012;

AND WHEREAS Tribute Communities and Tribute entered into an Assumption and Assignment Agreement dated May 21st, 2014, where Tribute assumed all of the rights, obligations and liabilities of Tribute Communities in and to the Carma Unit Sub-Metering Services Agreement.

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) as Instrument No. AT3584806 (the "**Declaration**") creating a condominium plan legally known as Toronto Standard Condominium Plan No. 2378 (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Carma Unit Sub-Metering Services Agreement to be observed and performed by Tribute.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Condominium Corporation acknowledges receipt of a true copy of the Carma Unit Sub-Metering Services Agreement.
2. The Condominium Corporation covenants and agrees that as of and from the date of the registration of the Declaration of the Condominium Corporation that it will assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in and under the Carma Unit Sub-Metering Services Agreement to be observed and performed by Tribute.
3. It is expressly understood and agreed, that upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges Tribute from Tribute's covenants and obligations arising under, or in connection with the


Carma Unit Sub-Metering Services Agreement and the Condominium Corporation further covenants to indemnify and save Tribute harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which Tribute may suffer or incur arising directly or indirectly in connection with the Carma Unit Sub-Metering Services Agreement.

4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

Per: 
Name: Al Libfeld
Title: President

Per: 
Name: Ray Jankelow
Title: Secretary

We have authority to bind the Corporation.

TRIBUTE (BAYVIEW) LIMITED

Per: 
Name: Al Libfeld
Title: President

I have authority to bind the Corporation.

May 15, 2001

Dear Unit Owner;

RE: BY-LAW NO. 60-1998

This is to advise you that the City of Toronto enacted and passed a By-Law No. 60-1998 "The Carbon Monoxide Detector By-Law" on March 6, 1998. The purpose of the By-Law is to prescribe maintenance and occupancy standards for dwelling units with respect to carbon monoxide detectors.

We have attached copy of the By-Law for your reference. You will ascertain from paragraphs 3 and 4 of the attached that the owner of any dwelling unit which contains a fuel burning appliance, is on the same floor level as a fuel burning appliance or is located on the first or second floor level above a fuel burning appliance, is now required by law to install a minimum of one carbon monoxide detector in that unit. Further, such detectors(s) must conform to the Underwriter's Laboratories Standard 2034 and, if electrically powered (rather than battery powered), must be approved by the Canadian Standards Association. Also, paragraph 7 states that any electrically powered detector must not be plugged into an outlet, which is controlled by a switch.

It is clearly the unit owner's responsibility to conform to the standards set out in this By-Law. Please take the necessary steps to ascertain the need of a detector in your unit and if needed contact our Management Office at (416) 293-5900.

Sincerely yours,
SIMERRA PROPERTY MANAGEMENT INC.

Authority: Urban Environment and Development Committee Report No. 2(1)
March 4, 5 and 6, 1998
Intended for first presentation to Council: March 4, 1998
Adopted by Council: March 6, 1998

CITY OF TORONTO

BY-LAW No. 60-1998

To prescribe maintenance and occupancy standards for dwelling units with respect to carbon monoxide detectors.

WHEREAS Council has authority under Section 31 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, to pass this By-law;

Now therefore, the Council of the City of Toronto HEREBY ENACTS as follows:

I. Definitions

- (a) "Boarding or Lodging House" means a dwelling in which lodging with or without meals is supplied for gain, but shall not include a hotel, hospital, children's home, nursing home, home for the aged or other similar establishment;
- (b) "Carbon Monoxide Detector" means a combined carbon monoxide detector and audible alarm device that:
 - (i) is designed to sound an audible alarm upon detection of excessive concentrations of carbon monoxide, and
 - (ii) conforms to Underwriters' Laboratories Standard 2034 and, where electrically powered, is approved by the Canadian Standards Association;
- (c) "Dwelling Unit" means a building or part of a building, comprised of a room, series of rooms or suite operated under a single tenancy as a housekeeping unit, or intended to be used as a domicile by one or more persons and which may contain cooking, eating, living, sleeping and sanitary facilities, and including its respective appurtenant hallways;
- (d) "Fire Prevention Inspector" means a member of the Fire Prevention Division of the Fire Department of the City of Toronto, and includes the Fire Chief and any other member of the Fire department designated by the Fire Chief;
- (e) "Fuel burning appliances" such as, but not limited to furnaces, refrigerators, clothes fryers, water heaters, boilers, fireplaces, wood stoves, charcoal grills, gas ranges and space heaters, which are fired by flammable fuels such as, but not limited to natural gas, propane, heating oil, kerosene, coal, gasoline, wood and charcoal;

- (f) "Occupant" means any person or persons over the age of 18 years, or any firm or corporation, in possession of any dwelling unit; and
- (g) "Owner" includes the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used whether on the person's own account or as agent or trustee of any other person or who would so receive the rent if such land and premises were let, and shall also include a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standard for the maintenance and occupancy of property

2. For the purposes of this by-law, a Boaring or Lodging House shall be considered to be one dwelling unit.

3. Every owner of a dwelling unit shall repair and maintain the dwelling unit to conform with the standards for carbon monoxide detectors set out in this by-law.

4. A minimum of one (1) carbon monoxide detector shall be installed in each of the following dwelling units, in accordance with the provisions of this by-law:

- (a) each dwelling unit containing a fuel burning appliance;
- (b) for a building containing multiple occupancies, each dwelling unit located on the same floor level as a fuel burning appliance, and
- (c) for a building containing multiple occupancies, each dwelling unit located on the first and second floor levels of the building above a floor level containing a fuel burning appliance.

5. Every occupant of a dwelling unit shall ensure that each carbon monoxide detector installed in accordance with this by-law is maintained in good operation condition and in accordance with the manufacturer's instructions

6. Carbon monoxide detectors shall be installed in accordance with manufacturer's instructions and shall be equipped with an alarm that is audible within bedrooms when the intervening doors are closed.

7. Each electrically powered carbon monoxide detector shall:

- (a) be equipped with visual indications that it is in operating condition, and
- (b) have NO switch between the carbon monoxide detector and the power distribution panel

8. The Fire Chief and Fire Prevention Inspectors acting under the Fire Chief's instructions are hereby appointed property standards officers for the purposed of administering and enforcing the provisions of the by-law

9. This By-law shall come into force on November 1, 1998.

10. The short title of this By-law is "The Carbon Monoxide Detector By-law_

ENACTED AND PASSED this 6th day of March, A.D. 1998

CASE OOTES,
Deputy Mayor

NOVINA WONG,
City Clerk

(Corporation Seal)

RULES

The following Rules made pursuant to the *Condominium Act, 1998, S. 0. 1998, G. 19* shall be observed by all owners (collectively, the "**Owners**" and individually an "**Owner**") and any other person(s) occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

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

1. GENERAL

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

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.

3. SECURITY

Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept on the Common Elements;
- (b) No owner or occupant of a unit shall do, or permit anything to be done in respect to the Common Elements which will in any way increase the risk of fire or the rate of fire insurance or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property;
- (b) No sign, advertisement, flag or notice shall be inscribed, painted, affixed or placed on any part of Common Elements, whatsoever, unless approved by the Board, save for normal "for sale" signs;
- (c) No equipment shall be removed from the Common Elements by, or on behalf of, any owner or occupant of a unit;
- (d) The walkways which are part of the Common Elements shall not be obstructed by any of the owners or occupants of a unit;
- (e) Any physical damage to the Common Elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant;
- (f) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements;

- (g) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times.
- (h) No awnings, shades or shutters shall be erected over the exterior or outside any window without the prior written consent of the Board. This rule shall only apply to the front of any unit.
- (i) No Owner shall erect any fence on any part of the Common Elements or the exclusive use common elements, except with the approval of the Board, which shall not be unreasonably withheld. The Board in acting reasonably shall be allowed to take into account:
 - (i) the kinds of fencing material to be used such that all fencing will be of similar high quality fence materials; and
 - (ii) the height, the size and length of the fences so that all fences will be of uniform size and length.
- (j) No addition, alteration, decoration or painting of any kind shall be made to any portion of the Common Elements, without the prior written approval of the Board.
 - (k) No antennae, satellite dish (save for a satellite dish not greater than 18 inches in diameter), aerial, tower or similar equipment or structure shall be placed, erected on, or fastened to any unit or any portion of the common elements, save with the consent of the Board.
 - (l) Owners shall not throw any snow from the roof top exclusive use common element areas onto the ground below or onto any other unit or common elements.

6. **GARBAGE DISPOSAL**

No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse or garbage, except on days designated by the Board or the Corporation's manager (the "**Manager**") as garbage pick-up days, nor shall he place or deposit same, except in an area designated by the Corporation or the Manager. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed by the Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit.

7. **PARKING**

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood.


- (a) No vehicles, equipment or machinery shall be parked or left on any part of the Common Elements, except for any exclusive use common elements.
- (b) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on the road portion.
- (c) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed.
- (d) Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic.
- (e) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his/her motor vehicle towed from the Condominium in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.

Office Schedule

AT3584806

CERTIFICATE OF RECEIPT,
RÉCÉPISSÉ
TORONTO (66)

MAY 20 2014 13:01


LAND REGISTRAR

DECLARATION

CONDOMINIUM
ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	2378		
NEW PROPERTY IDENTIFIERS BLOCK	76378		
RECENTLY :	All of Pin 10360 - 0174 (LT)		
DECLARANT :	TRIBUTE (BAYVIEW) LIMITED		
SOLICITOR :	ARTHUR SHAPERO		
FIRM:	OWENS WRIGHT LLP		
Phone :	416-486-9800	Fax :	416-486-3309
No. OF UNITS	479		
FEEES :	479 X \$5 = \$2395 + \$70 = \$2,465		

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder.

BY: TRIBUTE (BAYVIEW) LIMITED

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed various buildings upon the Lands containing various Dwelling Units as more particularly described in this Declaration;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

"**Act**" means the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"**Approval Authority**" means the City of Toronto;

"**Article**", "**Section**", "**Subsection**" or "**Paragraph**" means the specified article, section, subsection or paragraph in this Declaration;

"**Board**" or "**board**" means the Corporation's board of directors from time to time;

"**Building**" means collectively the buildings and other structures, facilities, amenities and other improvements to be constructed on the Lands;

"**Common Elements**" or "**common elements**" means all the Property, except the units;

"**Common Expenses**" has the meaning ascribed thereto in the Act;

"**Corporation**" means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"**Declarant**" means Tribute (Bayview) Limited, its successors and assigns;

"**Declaration**" means this declaration and all amendments thereto and all Schedules referred to herein;

"**Description**" has the meaning ascribed thereto in the first recital hereof;

"**Dwelling Units**" means units 1 to 174, both inclusive, on level 1;

"**Governmental Authorities**" means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;

"**Lands**" has the meaning ascribed thereto in the first recital hereof;

“Owner” means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;

“Parking Units” means units 1 to 216, both inclusive, on level A and units 1 to 46, both inclusive on level B;

“Prime Rate” means the annual rate of interest announced or stated by the Corporation's banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;

“Property” means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule “A” annexed hereto) and includes any lands (and interests appurtenant to the lands) that are added to the Common Elements;

“Rules” means the rules passed by the Board from time to time;

“Storage Units” means Units 217 to 238, both inclusive on level A; Units 47 to 67, both inclusive on level B;

“unit” means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and

“Visitor Parking Spaces” means the designated visitor parking spaces intended to be used by the visitors of the Owners and shown on the description as the visitor parking spaces.

Section 1.02 - Act Governs the Property

The Lands described in Schedule “A” hereto and in the Description, together with all interests appurtenant thereto are governed by the Act.

Section 1.03 - Standard Condominium

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

Section 1.04 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule “B” attached hereto.

Section 1.05 - 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.

- (a) Notwithstanding the boundaries set out in Schedule ‘C’ attached hereto, Dwelling Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete heating and cooling systems and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Dwelling Unit shall exclude all exterior doors, windows and walls; any part of the roof assembly; all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus; all concrete/concrete block or masonry partitions or any load bearing wall or column that lies within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common element.
- (c) Each Parking Unit or variation thereof shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires,

cables, conduits, ducts, manholes, catchbasins, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns, beams and curbing as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit or variation thereof.

- (d) Each Storage Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Storage Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries and any Storage Unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls).

Section 1.06 - Common Interest and Common Expenses

Each owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and Common Expenses shall be one hundred per cent (100%).

Section 1.07 - Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service and mailing address shall be:

89 Skyway Avenue, Suite 200
Toronto, Ontario
M9W 6R4

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal addresses are:

1, 3, 5, 7, 9, 10, 11, 13, 15, 17, 19, 20, 21, 23, 25, 27, 29, 30, 31, 35, 37, 39, 40, 41, 43, 45, 47, 49, 50, 51, 53, 55, 57, 59, 60, 61, 63, 65, 70, 72, 74, 76, 78, 80 and 82 Hargrave Lane; and 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164 and 2166 Bayview Avenue
Toronto, Ontario.

Section 1.08 - Approval Authority Requirements

The following conditions imposed by the Approval Authority are included and form part of the Declaration:

- (a) the Visitor Parking Spaces form part of the common elements and shall not be used by or sold to any Owner or be considered part of the exclusive use portions of the common elements; and
- (b) of the Visitor Parking Spaces that are shown to be a handicapped parking space, they will form part of the common elements, the control over which will be retained by the Corporation and such handicapped parking space cannot be made part of the exclusive use portions of the common elements.

Section 1.09 - Architect/Engineer's Certificate

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

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - Specification of Common Expenses

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

Section 2.02 - Payment of Common Expenses

Each Owner, including the Declarant, shall pay to the Corporation his proportionate share of the Common Expenses, as may be provided for by the by-laws 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 family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

Section 2.03 - Reserve Fund

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

Section 2.04 - Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant for any reason whatsoever, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to his unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and any agreement(s) authorized by any by-law. However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:
 - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other

Owners of the Common Elements and their respective units; or

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

In the event that the use of the Common Elements by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.

Section 3.02 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.03 - Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, operating machinery, the Declarant's marketing, sales, construction or customer service offices or areas, or any other parts of the Common Elements used for the care, maintenance or operation of the Property. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Dwelling Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 - Sales Office

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, the Declarant shall be entitled to erect, maintain, replace and remove signs (of any size and form) for marketing and sales purposes and one or more offices and/or model suites for marketing, sales, construction and/or customer service purposes, upon any part of the common elements, and within or outside any unsold units in such locations as the Declarant determines, in its sole, absolute and arbitrary discretion, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, not for any utility services including gas, hydro and water supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone or any other service to the said marketing, sales and/or construction office(s) of the Declarant.

Section 3.05 - Modification 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 an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

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

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

Section 3.06 - Pets

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

Section 3.07 - Use of the Visitor Parking Spaces

- (a) Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners, residents and tenants of the units, and by the Declarant and its employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "motor vehicle", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, mini van, SUV, truck, recreational vehicle or snowmobile and shall exclude any type of commercial vehicle, truck or trailer (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant or by any Owner or its tenants and/or any of its or their employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or the units.
- (b) The Declarant (and its servants, agents and employees) shall have the right to the free use to any number of Visitor Parking Spaces, until such time as:
- (i) all units in the Condominium have been sold and closed; and
 - (ii) maintenance, service, Performance Audit work and any other work required by Tarion Warranty Corporation has been completed by the Declarant.

ARTICLE 4 - UNITS

Section 4.01 - General Use of Units

- (a) 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 upon any portion of the units that:
- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the by-laws and Rules of the Corporation, and in any agreement(s) authorized by any by-law;
 - (ii) is likely to damage the Property, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
 - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas; or
 - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto.

In the event that the use of a unit by any Owner contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any by-law of the Corporation, and/or any agreement(s) authorized by any by-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (d) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board.

Section 4.02 - Occupation and Use of Dwelling Units

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

- (a) Each Dwelling Unit shall be occupied and used only in accordance with the by-laws of the City of Toronto and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the Building, maintaining Dwelling Units as models for display and sale purposes and otherwise

maintaining construction offices, displays and signs until all Dwelling Units have been sold and closed by the Declarant.

- (b) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Dwelling Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance or a danger to Owners or other residents of the Corporation shall be kept by any Owner in any Dwelling 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.
- (c) Notwithstanding anything contained to the contrary in this Declaration and notwithstanding the prior provisions of Section 4.01(d), no Owner shall make any change or alteration whatsoever to the privacy screens/fencing located either on the exclusive use common element roof top amenity area or in the rear yards of any Dwelling Units or otherwise on the boundary of the Lands.
- (d) No change is to be made in the colour of any roof shingles, paint, exterior glass, window, door or screen of any Dwelling 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 within or on any balcony, terrace or outdoor patio area which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building, nor shall an Owner grow any type of plant, shrub or flower, vine or grass outside his Dwelling Unit, including the exclusive use common elements, except with the prior written consent of the board, and further, when approved, subject to the Rules.
- (e) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections. Any Owner may replace his air-conditioning unit provided that a similar type and size of air-conditioning unit is so installed. Any Owner who installs an air-conditioning unit as aforesaid shall be responsible at his sole cost and expense for the maintenance and repair of same and shall indemnify and save the Corporation harmless from and against any and all costs, expenses, damage, claims or liabilities which the Corporation may incur or suffer as a result of or in connection with the installation and/or operation of such air-conditioning unit. Owners are required to ensure that adequate measures will be taken to minimize noise and vibration which could disturb any other Owner arising from the installation and/or operation of the air-conditioning unit.
- (f) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein for sale.
- (g) **[Note that if a hydro submetering system is installed then the following provisions apply]**
 - (i) Hydro consumption for each Owner's Dwelling Unit will be measured by a submetering system and invoiced to the Owner by the Corporation, or by such other entity administering the submetering system. Each Owner shall receive and be responsible for payment of the invoice with respect to the hydro consumption for his Unit. Each invoice shall contain an administrative fee charge, as then stipulated by the Corporation or such other entity administering the submetering system. The Owner shall remit payment to the Corporation (or as it may direct) for hydro consumption, separate from any other obligations the Owner has with respect to payment of common expenses as an owner within the Condominium.
 - (ii) Any monies (which includes the administration fee) owing with respect to invoices for hydro consumption and not paid to the Corporation shall thereupon be a debt owed by the Owner and shall be collectable by the

Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably and in the event of default of payment, interest will accrue on arrears of money owing for hydro consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's declaration and/or by-laws.

- (iii) In the event an Owner is in default of payment of invoices to the Corporation as a condition of being supplied or continuing to be supplied with hydro, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount as determined by the board. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Corporation with respect to the supply of hydro.
- (iv) Notwithstanding any other provisions of this Declaration, the Corporation and its subcontractors and agents is authorized to enter Dwelling Units and the Common Elements from time to time, as deemed necessary by the Corporation for the purposes of conducting inspection, maintenance, repair and reading of the submetering system. Work that is required within a Dwelling Unit or Common Elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner if access to the Dwelling Unit is required except in the case of emergency, whereupon no notice is required.
- (v) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of hydro to any Dwelling Unit, where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Dwelling Unit.

Section 4.03 - Requirements for Leasing

- (a) Where an Owner leases his unit, the Owner shall within thirty (30) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
 - (i) notify the Corporation that the unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
 - (iii) provide the tenant with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing.
- (c) In addition, no Owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the by-laws of the Condominium including the Reciprocal Agreement, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

Section 4.04 - Occupation and Use of Parking Units

Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height. Each Owner of a Parking Unit shall maintain his Parking Unit in a clean and slightly condition, notwithstanding that the corporation may make provision in its annual budget for cleaning of the Parking Units. 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 which right shall continue until such time as all Dwelling Units have been sold and conveyed.

Section 4.05 - Restrictions on Parking Units and Storage Units

Save and except for Parking Units and Storage Units owned by the Declarant, which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant (or its or their successors and assigns) may in their absolute, sole and unfettered discretion determine, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Unit or Storage Unit shall be subject to the following restrictions and limitations:

- (a)
 - (i) no one shall retain ownership of any Parking Unit and/or Storage Unit after he has sold and conveyed title to his Dwelling Unit;
 - (ii) any sale, transfer, assignment or other conveyance of any Parking Unit, and/or Storage Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Dwelling Unit;
 - (iii) any lease of any Parking Unit and/or Storage Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Dwelling Unit, provided however that if any Parking Unit and/or Storage Unit is so leased to a tenant of a Dwelling Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Dwelling Unit;
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit and/or Storage Unit in contravention of any of the foregoing shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit and/or Storage Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

Section 4.06 - Disabled Person Parking Unit

Parking Units 52 and 87, on Level A; and 19 and 45, on Level B are designated for the use of a person with a disability (hereinafter, collectively called the "Handicapped Parking Units" or individually called a "Handicapped Parking Unit") and shall be subject to the following:

- (a) In the event that a "disabled person" or "person with a disability" (a "disabled person" or "person with a disability" is in this Section 4.08 called a "**Disabled Person**") as defined in the regulations enacted pursuant to the Highway Traffic Act R.S.O. 1990 c. H. 8, as amended from time to time (the "**HTA**") who has been issued a disabled person parking permit pursuant to the HTA (a disabled person or person with a disability who has been issued a disabled person parking permit pursuant to the HTA which is still in force is in this Section 4.08 called a "**Disabled Driver**"), including a driver whose licence plate incorporates the international symbol of access for persons with a disability and issued by another jurisdiction, purchases or leases a Dwelling Unit and a Parking Unit which is not designated for the use of a Disabled Person, the owner or any person occupying

the Handicapped Parking Unit shall (if not a Disabled Person), upon notice from the Corporation and at the request of the Disabled Driver, exchange the right to occupy the Handicapped Parking Unit with the Disabled Driver for the Parking Unit which was purchased or leased by the Disabled Driver, said exchange of the right to occupy said space to continue for the full period of the Disabled Driver's ownership or lease of a Dwelling Unit and thereafter to revert back to the owner of the Handicapped Parking Unit;

- (b) When a Disabled Driver requests an exchange of occupancy rights for the Handicapped Parking Units, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Units and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner or occupant is not a Disabled Person; and
- (c) No rent charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

Section 4.07 - Occupation and Use of Storage Unit

The Storage Units shall be used and occupied for storage purposes only by the Owner thereof and shall otherwise be subject to such Rules as the board of the Corporation may from time to time enact including restrictions on the categories of items that may be stored or used in such Storage Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Unit, which rights shall continue until such time as all Dwelling Units have been sold and conveyed.

ARTICLE 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain his unit and subject to the provisions of the Act and of this Declaration, each owner is to repair his unit and any exclusive use areas of the Common Elements after damage, all at his own expense. Each Owner is responsible for all damages to any and all other units and to the Common Elements, which are caused by the failure of the Owner to so maintain and repair his unit.

Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have repairs done to his unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the costs of such repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs and repairs, and all such sums of money are to bear interest at the prime rate of interest of the Corporation's banker plus 5% per annum, calculated monthly not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain and repair after damage the Common Elements, other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner, pursuant to Schedule "F" hereto.

- (b) Notwithstanding the provisions of Section 5.03 (a) the Corporation's duty to maintain and to repair after damage shall not extend to:
 - (i) all exterior doors and frames;
 - (ii) any air conditioning, heating and ventilating systems;
 - (iii) shower fans, ceiling and exhaust fans and motors located in kitchen and bathroom areas in the Dwelling Unit;
 - (iv) any skylight forming part of the Dwelling Unit; and
 - (v) any Common Element areas set aside for the exclusive use of an Owner pursuant to Schedule "F" hereto.
- (c) Each Owner shall be responsible to clean, maintain and repair after damage each item set out in Section 5.03 (b) above, as same relates to that particular Owner's Dwelling Unit. Each Owner shall reimburse the Corporation for any maintenance or repair made by the Corporation to the separate unit gas, hydro and water meters and such amounts if not paid within fourteen (14) days of request shall be added to the monthly contribution towards the Common Expenses of such Owner (and collected as a Common Expense), together with interest as set out in Section 5.02 hereof. Each Owner shall be liable for any damage due to the malfunction of any equipment which services his Dwelling Unit and is contained within his Dwelling Unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, his servants, agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board.
- (d) Each Owner shall be responsible for the cleaning and sweeping of any balcony, patio or terrace area set aside for the exclusive use of such Owner. No Owner may alter any balcony, patio or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the balcony, patio or terrace area set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to any other unit or the Common Elements.
- (e) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of any services or equipment serving the Common Elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

ARTICLE 6 - INDEMNIFICATION

Section 6.01 - Indemnity

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements, 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 towards Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE 7 – INSURANCE

Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

(a) **“All Risk” Insurance**

Insurance against “all risks” (including 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 Common Elements;
- (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

(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 and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners’ respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct 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;
- (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 no 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.

Section 7.02 - 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, shall be bound by such adjustment.
- (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 subsection 7.02 (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 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 maintained pursuant to Section 47(2) of the Act. 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, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable 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.

Section 7.03 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

Section 7.04 - By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or wilful misconduct caused or contributed by any of the aforementioned parties.

- (b) 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.
- (c) Insurance covering the deductible on the Corporation's main policy for which an owner may be responsible, if commercially available.

ARTICLE 8 - DUTIES OF THE CORPORATION

Section 8.01 - Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

- (a) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto or other governmental authorities (collectively the "**Municipal Agreements**")), which may include the maintenance of boundary fences or berms;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant or the City of Toronto or other governmental authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, or for the purpose of performing any work pursuant to the Performance Audit or as may otherwise be required by Tarion Warranty Corporation, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than twenty-one (21) years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a by-law, and if no such formal License Agreement is required, then the provisions of this subparagraph shall constitute a license in favour of the Declarant, City of Toronto or other Governmental Authority upon the terms as set out herein;
- (c) to grant, immediately after the registration of this Declaration, if required, or at such other time as 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 the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such by-laws as may be required to sanction the foregoing;
- (d) 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 for its marketing, sale or construction programs, or for performing any after sales work or any work pursuant to the Performance Audit;
- (e)
 - (i) to preserve the function of and to maintain and repair all barrier fences located on or within the boundaries of the Lands, all noise fences

constructed by the Declarant and all retaining walls located on the Lands or its boundaries;

- (ii) if any tree or other landscape material presently in existence or that has been planted by the Declarant dies or is severely damaged within two (2) years of the date of registration of this declaration, such trees or landscape material shall be replaced as follows:
 - (A) where such trees or landscape material have been newly planted as part of the Condominium, the same shall be replaced with trees or landscape material of a similar size in species to the trees or landscape material so planted; and
 - (B) in the case of trees which existed on the Lands prior to the construction of the Condominium or were relocated to another part of the Lands as part of the Declarant's development, the same shall be replaced with nursery grown trees of the same or similar species of at least one hundred millimetres (100mm) (four (4) inches) calliper;
- (iii) to maintain the City of Toronto right of way fronting and/or flanking the Lands in accordance with plans and drawings approved by the City of Toronto;
- (f) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply of any utility and to comply with the said agreements;
- (g) to ensure that no action 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 access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project; and
- (h) when the Corporation formally retains an independent consultant to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provision of section 44 of the Act (the "Performance Audit") or if the Corporation intends to perform or causes to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement which is herein called the "Repair Work") on or to the Common Elements, for which the Corporation intends to or will hold the Declarant responsible for, then the Corporation shall have a duty:
 - (i) with respect to the Performance Audit, to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit;
 - (ii) to provide the Declarant with a copy of the Performance Audit within fifteen (15) days of submission of the Performance Audit to the board;
 - (iii) to permit the Declarant and its authorized employees, agents and representatives and workmen to carry out or cause to be carried out, any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so, in its sole and absolute discretion) and to provide the Declarant (and its employees, agents, representatives and workmen) with all appropriate access to the Units and Common Elements in order to do so;

- (iv) with respect to the Repair Work to permit the Declarant and its authorized employees, agents, representatives and workmen to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to provide the Declarant (and its employees, agents, representatives and workmen) all appropriate access to the Units and Common Elements in order to do so; and
- (v) to co-operate with the Declarant for the purpose of facilitating and expediting the rectification and audit process and for the purpose of confirming to the Taron Warranty Corporation that all deficiencies as outlined in the Performance Audit have been completed and to respond to all Declarant requests and correspondence within fifteen (15) days of receipt thereof.

ARTICLE 9 - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 - Rights of Entry

- (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 purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or 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 any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No Owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the Common Elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit or any part of the Common Elements or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit or to the Common Elements or Common Elements over which an Owner has the exclusive use, including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

ARTICLE 10 - MISCELLANEOUS

Section 10.01 - 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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 10.02 - Waiver

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

Section 10.03 - Construction of Declaration

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

Section 10.04 - 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.

Section 10.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at his respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 5th business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change his address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this 16th day of April, 2014.

TRIBUTE (BAYVIEW) LIMITED

Per:



Name: Alexander Libfeld

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

In the City of Toronto (formerly City of North York), being composed of part of Block A, Registered Plan 1201, designated as **Parts 1 and 2** on Plan 66R-26855, being all of Pin 10360-0174 (LT).

SUBJECT TO an easement in favour of Rogers Communications Inc. over part of Block A, Registered Plan 1201, designated as **Parts 1 and 2** on Plan 66R-26855 as set out in Instrument AT3233672.

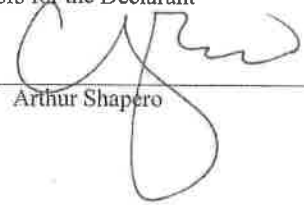
TOGETHER WITH a right of way for access purposes in favour of the owners, its successors and assigns of part of Block A, Registered Plan 1201, designated as Parts 1 and 2 on Plan 66R-26855; in, over, along and upon Parts 2 and 3 on Plan 66R-23064 until such time as the said Parts 2 and 3 on Plan 66R-23064 have been dedicated for public highway purposes as set out in Instrument Number AT2932659.

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

Owens Wright LLP
Solicitors for the Declarant

February 11, 2014
Dated

Per:



Arthur Shapiro

SCHEDULE "B"

CONSENT

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

1. Home Trust Company has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT1623196 in the Land Registry Office for the Land Titles Division of Toronto (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 mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 27th day of February, 2014.

HOME TRUST COMPANY

Per: _____

Name: John W.K. Flary
Title: Senior Vice President

Per: _____

Name: Christer Ahlvik
Title: Senior Vice President,
Corporate Counsel

We have authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. Royal Bank of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT2918935 in the Land Registry Office for the Land Titles Division of Toronto (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 mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 13th day of February, 2014.

ROYAL BANK OF CANADA

Per: 
Name: **W.B. COLLIER**
Title: **SENIOR ACCOUNT MANAGER**

Per: 
Name: **Joyce Loh**
Title: **Senior Account Manager**

I/We have authority to bind the Bank.

SCHEDULE "B"


CONSENT

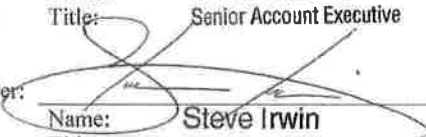
(under clause 7(2)(b) of the Condominium Act, 1998)

1. We, Travelers Insurance Company of Canada have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number AT2965050, which mortgage was registered in favour of Travelers Guarantee Company of Canada, which changed its name to Travelers Insurance Company of Canada as evidenced by an Application to Change Name-Instrument registered as Instrument No. AT3580487 in the Land Registry Office for the Land Titles Division of Toronto (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 mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 12th day of May, 2014.

**TRAVELERS INSURANCE COMPANY OF
CANADA**

Per: 
Name: Sara Ahmadi
Title: Senior Account Executive

Per: 
Name: Steve Irwin
Title: Senior Account Executive

I/We have authority to bind the Corporation.

SCHEDULE 'C'
UNIT BOUNDARIES

Each Dwelling Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines shown on Sheets 1 to 6 inclusive, Part 1 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Sheet 1 to 6 inclusive, Part 1 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 DWELLING UNITS
(Being Units 1 to 174 inclusive on Level 1)

a) Each Dwelling Unit is bounded vertically by:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The back side face of drywall sheathing and production thereof.
- iii) The interior surface and plane of the skylight assembly (said skylight being in a closed position).

b) Each Dwelling Unit is bounded horizontally by:

- i) The back side face of drywall sheathing and production thereof.
- ii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

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

2. BOUNDARIES OF THE PARKING UNITS
(Being Units 1 to 216 inclusive on Level A, Units 1 to 46 inclusive on Level B)

a) Each Parking Unit shall be bounded vertically by one or a combination of:

- i) The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.

b) Each Parking Unit shall be bounded horizontally by one or a combination of:

- i) The vertical plane established by measurements.
- ii) The surface and plane of the masonry wall or column and/or the production thereof.
- iii) The vertical plane established by the line and face of the columns and/or the production thereof.
- iv) The vertical plane established by measurements and perpendicular to the face of the masonry wall or column.
- v) The vertical plane established by the face of the masonry column and perpendicular to the face of the masonry wall or column.
- vi) The vertical plane parallel to the face of wall controlled by the distances shown on the plan.

3. **BOUNDARIES OF THE STORAGE UNITS**

(Being Units 217 to 238 inclusive on Level A, Units 47 to 67 inclusive on Level B)

a) **Each Storage Unit is bounded vertically by:**


- i) The upper surface and plane of the concrete floor slab and /or the production thereof.
- ii) The interior surface and plane of the steel wire mesh and frame.
- iii) The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.

b) **Each Storage Unit is bounded horizontally by:**

- i) The interior surface and plane of the steel wire mesh and frame.
- ii) The surface and plane of the masonry wall or column and/or the production thereof.
- iii) The unfinished unit side surface and plane of the exterior doors (said doors being in a closed position), door frames and the unit-side surface of any glass or acrylic panels located therein.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Sheets 1 to 6 inclusive, Part 1 of the Description.

Feb. 24th ,2014
Dated



ROBERT WIEGENBROKER
Ontario Land Surveyor

SCHEDULE "D"

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.07171	0.07171
PARKING UNIT	A	2	0.07171	0.07171
PARKING UNIT	A	3	0.07171	0.07171
PARKING UNIT	A	4	0.07171	0.07171
PARKING UNIT	A	5	0.07171	0.07171
PARKING UNIT	A	6	0.07171	0.07171
PARKING UNIT	A	7	0.07171	0.07171
PARKING UNIT	A	8	0.07171	0.07171
PARKING UNIT	A	9	0.07171	0.07171
PARKING UNIT	A	10	0.07171	0.07171
PARKING UNIT	A	11	0.07171	0.07171
PARKING UNIT	A	12	0.07171	0.07171
PARKING UNIT	A	13	0.07171	0.07171
PARKING UNIT	A	14	0.07171	0.07171
PARKING UNIT	A	15	0.07171	0.07171
PARKING UNIT	A	16	0.07171	0.07171
PARKING UNIT	A	17	0.07171	0.07171
PARKING UNIT	A	18	0.07171	0.07171
PARKING UNIT	A	19	0.07171	0.07171
PARKING UNIT	A	20	0.07171	0.07171
PARKING UNIT	A	21	0.07171	0.07171
PARKING UNIT	A	22	0.07171	0.07171
PARKING UNIT	A	23	0.07171	0.07171
PARKING UNIT	A	24	0.07171	0.07171
PARKING UNIT	A	25	0.07171	0.07171
PARKING UNIT	A	26	0.07171	0.07171
PARKING UNIT	A	27	0.07171	0.07171
PARKING UNIT	A	28	0.07171	0.07171
PARKING UNIT	A	29	0.07171	0.07171
PARKING UNIT	A	30	0.07171	0.07171
PARKING UNIT	A	31	0.07171	0.07171
PARKING UNIT	A	32	0.07171	0.07171
PARKING UNIT	A	33	0.07171	0.07171
PARKING UNIT	A	34	0.07171	0.07171
PARKING UNIT	A	35	0.07171	0.07171
PARKING UNIT	A	36	0.07171	0.07171
PARKING UNIT	A	37	0.07171	0.07171
PARKING UNIT	A	38	0.07171	0.07171
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PARKING UNIT	A	40	0.07171	0.07171
PARKING UNIT	A	41	0.07171	0.07171
PARKING UNIT	A	42	0.07171	0.07171
PARKING UNIT	A	43	0.07171	0.07171
PARKING UNIT	A	44	0.07171	0.07171
PARKING UNIT	A	45	0.07171	0.07171
PARKING UNIT	A	46	0.07171	0.07171
PARKING UNIT	A	47	0.07171	0.07171

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PARKING UNIT	A	51	0.07171	0.07171
PARKING UNIT	A	52	0.07171	0.07171
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PARKING UNIT	B	5	0.07171	0.07171
PARKING UNIT	B	6	0.07171	0.07171
PARKING UNIT	B	7	0.07171	0.07171
PARKING UNIT	B	8	0.07171	0.07171
PARKING UNIT	B	9	0.07171	0.07171
PARKING UNIT	B	10	0.07171	0.07171
PARKING UNIT	B	11	0.07171	0.07171
PARKING UNIT	B	12	0.07171	0.07171
PARKING UNIT	B	13	0.07171	0.07171
PARKING UNIT	B	14	0.07171	0.07171
PARKING UNIT	B	15	0.07171	0.07171
PARKING UNIT	B	16	0.07171	0.07171
PARKING UNIT	B	17	0.07171	0.07171
PARKING UNIT	B	18	0.07171	0.07171
PARKING UNIT	B	19	0.07171	0.07171
PARKING UNIT	B	20	0.07171	0.07171
PARKING UNIT	B	21	0.07171	0.07171
PARKING UNIT	B	22	0.07171	0.07171
PARKING UNIT	B	23	0.07171	0.07171
PARKING UNIT	B	24	0.07171	0.07171
PARKING UNIT	B	25	0.07171	0.07171
PARKING UNIT	B	26	0.07171	0.07171
PARKING UNIT	B	27	0.07171	0.07171
PARKING UNIT	B	28	0.07171	0.07171
PARKING UNIT	B	29	0.07171	0.07171
PARKING UNIT	B	30	0.07171	0.07171
PARKING UNIT	B	31	0.07171	0.07171
PARKING UNIT	B	32	0.07171	0.07171
PARKING UNIT	B	33	0.07171	0.07171
PARKING UNIT	B	34	0.07171	0.07171
PARKING UNIT	B	35	0.07171	0.07171
PARKING UNIT	B	36	0.07171	0.07171
PARKING UNIT	B	37	0.07171	0.07171
PARKING UNIT	B	38	0.07171	0.07171
PARKING UNIT	B	39	0.07171	0.07171
PARKING UNIT	B	40	0.07171	0.07171

PARKING UNIT	B	41	0.07171	0.07171
PARKING UNIT	B	42	0.07171	0.07171
PARKING UNIT	B	43	0.07171	0.07171
PARKING UNIT	B	44	0.07171	0.07171
PARKING UNIT	B	45	0.07171	0.07171
PARKING UNIT	B	46	0.07171	0.07171
STORAGE UNIT	B	47	0.04092	0.04093
STORAGE UNIT	B	48	0.04092	0.04093
STORAGE UNIT	B	49	0.04092	0.04093
STORAGE UNIT	B	50	0.04092	0.04093
STORAGE UNIT	B	51	0.04092	0.04093
STORAGE UNIT	B	52	0.04092	0.04093
STORAGE UNIT	B	53	0.04092	0.04093
STORAGE UNIT	B	54	0.04092	0.04093
STORAGE UNIT	B	55	0.04092	0.04093
STORAGE UNIT	B	56	0.04092	0.04093
STORAGE UNIT	B	57	0.04092	0.04093
STORAGE UNIT	B	58	0.04092	0.04093
STORAGE UNIT	B	59	0.04092	0.04093
STORAGE UNIT	B	60	0.04092	0.04093
STORAGE UNIT	B	61	0.04092	0.04093
STORAGE UNIT	B	62	0.04092	0.04093
STORAGE UNIT	B	63	0.04092	0.04093
STORAGE UNIT	B	64	0.04092	0.04093
STORAGE UNIT	B	65	0.04092	0.04093
STORAGE UNIT	B	66	0.04092	0.04093
STORAGE UNIT	B	67	0.04092	0.04093
A01	1	1	0.44667	0.45992
A02	1	2	0.44667	0.41989
A03	1	3	0.44667	0.41989
A04	1	4	0.44667	0.41989
A05	1	5	0.44667	0.41989
A06	1	6	0.44667	0.45773
A07	1	7	0.44667	0.45773
A08	1	8	0.44667	0.41989
A09	1	9	0.44667	0.41989
A10	1	10	0.44667	0.41989
A11	1	11	0.44667	0.41989
A12	1	12	0.44667	0.45992
B01	1	13	0.44667	0.62406
B02	1	14	0.44667	0.56404
B03	1	15	0.44667	0.56404
B04	1	16	0.44667	0.56404
B05	1	17	0.44667	0.56404
B06	1	18	0.44667	0.56404
B07	1	19	0.44667	0.56404
B08	1	20	0.44667	0.56404
B09	1	21	0.44667	0.56404
B10	1	22	0.44667	0.62407
C01	1	23	0.44667	0.46430
C02	1	24	0.44667	0.41989
C03	1	25	0.44667	0.41989
C04	1	26	0.44667	0.41989
C05	1	27	0.44667	0.41989
C06	1	28	0.44667	0.41989
C07	1	29	0.44667	0.41989
C08	1	30	0.44667	0.41989

C09	1	31	0.44667	0.41989
C10	1	32	0.44667	0.46430
C11	1	33	0.44667	0.46430
C12	1	34	0.44667	0.41989
C13	1	35	0.44667	0.41989
C14	1	36	0.44667	0.41989
C15	1	37	0.44667	0.41989
C16	1	38	0.44667	0.41989
C17	1	39	0.44667	0.41989
C18	1	40	0.44667	0.41989
C19	1	41	0.44667	0.41989
C20	1	42	0.44667	0.46430
D01	1	43	0.44667	0.46430
D02	1	44	0.52166	0.54560
D03	1	45	0.52166	0.54560
D04	1	46	0.52166	0.54560
D05	1	47	0.52166	0.54560
D06	1	48	0.52166	0.54560
D07	1	49	0.52166	0.54560
D08	1	50	0.44667	0.45773
D09	1	51	0.44667	0.45773
D10	1	52	0.52166	0.54560
D11	1	53	0.52166	0.54560
D12	1	54	0.52166	0.54560
D13	1	55	0.52166	0.54560
D14	1	56	0.52166	0.54560
D15	1	57	0.52166	0.54560
D16	1	58	0.44667	0.46430
E01	1	59	0.44668	0.53809
E02	1	60	0.52166	0.54560
E03	1	61	0.52166	0.54560
E04	1	62	0.52166	0.54560
E05	1	63	0.52166	0.54560
E06	1	64	0.52166	0.54560
E07	1	65	0.44667	0.53152
E08	1	66	0.44667	0.53152
E09	1	67	0.52166	0.54560
E10	1	68	0.52166	0.54560
E11	1	69	0.52166	0.54560
E12	1	70	0.52166	0.54560
E13	1	71	0.52166	0.54560
E14	1	72	0.44667	0.53809
F01	1	73	0.44667	0.46430
F02	1	74	0.44667	0.41989
F03	1	75	0.44667	0.41989
F04	1	76	0.44667	0.41989
F05	1	77	0.44667	0.41989
F06	1	78	0.44667	0.41989
F07	1	79	0.44667	0.41989
F08	1	80	0.44667	0.41989
F09	1	81	0.44667	0.45773
F10	1	82	0.44667	0.45773
F11	1	83	0.44667	0.41989
F12	1	84	0.44667	0.41989
F13	1	85	0.44667	0.41989
F14	1	86	0.44667	0.41989
F15	1	87	0.44667	0.41989
F16	1	88	0.44667	0.41989

F17	1	89	0.44667	0.41989
F18	1	90	0.44667	0.46430
G01	1	91	0.44667	0.46430
G02	1	92	0.44667	0.41989
G03	1	93	0.44667	0.41989
G04	1	94	0.44667	0.41989
G05	1	95	0.44667	0.41989
G06	1	96	0.44667	0.41989
G07	1	97	0.44667	0.41989
G08	1	98	0.44667	0.41989
G09	1	99	0.44667	0.46430
G10	1	100	0.44667	0.46430
G11	1	101	0.44667	0.41989
G12	1	102	0.44667	0.41989
G13	1	103	0.44667	0.41989
G14	1	104	0.44667	0.41989
G15	1	105	0.44667	0.41989
G16	1	106	0.44667	0.41989
G17	1	107	0.44667	0.41989
G18	1	108	0.44667	0.46430
H01	1	109	0.44667	0.45773
H02	1	110	0.44667	0.41989
H03	1	111	0.44667	0.41989
H04	1	112	0.44667	0.41989
H05	1	113	0.44667	0.41989
H06	1	114	0.44667	0.41989
H07	1	115	0.44667	0.41989
H08	1	116	0.44667	0.46304
H09	1	117	0.44667	0.46304
H10	1	118	0.44667	0.41989
H11	1	119	0.44667	0.41989
H12	1	120	0.44667	0.41989
H13	1	121	0.44667	0.41989
H14	1	122	0.44667	0.41989
H15	1	123	0.44667	0.41989
H16	1	124	0.44667	0.45773
J01	1	125	0.44667	0.46304
J02	1	126	0.44667	0.41989
J03	1	127	0.44667	0.41989
J04	1	128	0.44667	0.41989
J05	1	129	0.44667	0.41989
J06	1	130	0.44667	0.41989
J07	1	131	0.44667	0.41989
J08	1	132	0.44667	0.41989
J09	1	133	0.44667	0.46304
J10	1	134	0.44667	0.46304
J11	1	135	0.44667	0.41989
J12	1	136	0.44667	0.41989
J13	1	137	0.44667	0.41989
J14	1	138	0.44667	0.41989
J15	1	139	0.44667	0.41989
J16	1	140	0.44667	0.41989
J17	1	141	0.44667	0.41989
J18	1	142	0.44667	0.46304
K01	1	143	0.44667	0.46304
K02	1	144	0.44667	0.41989
K03	1	145	0.44667	0.41989
K04	1	146	0.44667	0.41989

K05	1	147	0.44667	0.41989
K06	1	148	0.44667	0.41989
K07	1	149	0.44667	0.41989
K08	1	150	0.44667	0.46304
K09	1	151	0.44667	0.46304
K10	1	152	0.44667	0.41989
K11	1	153	0.44667	0.41989
K12	1	154	0.44667	0.41989
K13	1	155	0.44667	0.41989
K14	1	156	0.44667	0.41989
K15	1	157	0.44667	0.41989
K16	1	158	0.44667	0.46304
L01	1	159	0.44667	0.46304
L02	1	160	0.44667	0.41989
L03	1	161	0.44667	0.41989
L04	1	162	0.44667	0.41989
L05	1	163	0.44667	0.41989
L06	1	164	0.44667	0.41989
L07	1	165	0.44667	0.41989
L08	1	166	0.44667	0.46431
L09	1	167	0.44667	0.46431
L10	1	168	0.44667	0.41989
L11	1	169	0.44667	0.41989
L12	1	170	0.44667	0.41989
L13	1	171	0.44667	0.41989
L14	1	172	0.44667	0.41989
L15	1	173	0.44667	0.41989
L16	1	174	0.44667	0.46304
		TOTAL	100.00000	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(STANDARD CONDOMINIUM)

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

- (a) All sums of money paid by the Corporation in the performance of its objects, powers and duties whether such objects, powers and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any by-laws of the Corporation or by agreement.
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums,
 - maintenance materials, tools and supplies,
 - utilities (hydro, water, etc) to service the Common Elements, including street lighting,
 - snow removal for roadways and walkways and to remove same from the site, if required, and landscaping of Common Elements
 - bulk internet service fees.

Provided however that water, hydro, gas, telephone and cable television service supplied to and utilized by each Dwelling Unit shall be separately invoiced and shall be paid for directly by the Owner thereof in addition to the Common Expenses.

Notwithstanding the foregoing, in the event that the Declarant or the Condominium installs separate meters for each Dwelling Unit for water service pursuant to a sub-meter/check meter read by a representative of the Declarant or the Corporation or its manager), in such event each Dwelling Unit's consumption of water service shall not comprise part of the Common Expenses, but rather shall be borne and paid for solely by the Owner.

- (c) 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.
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.
- (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 duties of the Corporation.
- (f) All sums of money required to be paid to the reserve fund or as required by the Declaration or in accordance with the Corporation's budget.
- (g) The fees and disbursements of the Insurance Trustee, if any.
- (h) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws.
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.

- (j) All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into by the Corporation with a manager.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenants, residents, licensees or invitees.
- (l) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Municipal Agreements.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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 Dwelling Units 13 to 22 inclusive on Level 1 shall each have exclusive use of that portion of the common elements designated as Terrace/Patio, numbered the same as the unit with the affix 'R' and is illustrated on Part 2, Sheet 1 of the Description.
- b) The owner(s) of each of Dwelling Units 1 to 174 inclusive on Level 1 shall have the exclusive use of that portion of the common elements designated as porch (PO) located in front of the unit numbered the same as the unit with the affix 'F' and is illustrated in heavy outline on Part 2, Sheet 1 of the Description.
- c) The owner(s) of each of Dwelling Units 1 to 10 inclusive and Units 23 to 174 inclusive on Level 1 shall each have the exclusive use of that portion of the common elements to which their Units provides sole and direct access to a Rooftop Terrace and is illustrated on Part 1, Sheet 4 of the Description.

NOTE:

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

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

I certify that:

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

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

OR

There are no underground garages.

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

OR

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

- 6. All installations with respect to the provision of water and sewage services are in place.
- 7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. All installations with respect to the provision of air conditioning are in place.

OR

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

- 9. All installations with respect to the provision of electricity are in place.
- 10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor and outdoor swimming pools.

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

Dated this 12th day of May, 2014.



(signature)

David Speigel
Professional Engineer

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2378**

BUDGET FOR THE FISCAL YEAR ENDED

APRIL 30, 2022

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2378**

BUDGET FOR THE FISCAL YEAR ENDED

APRIL 30,2022

	2021	2022
	BUDGET	BUDGET
<u>REVENUE</u>		
Common Element Assessment	888,152	888,152
Operating Interest	3,000	540
Sundry Revenue	1,000	1,000
TOTAL REVENUE	892,152	889,692
<u>ADMINISTRATIVE EXPENSES</u>		
Management Fees	56,559	56,010
Legal Fees	2,000	2,000
Audit Fees	3,400	3,400
Regulatory Fees	2,625	2,639
TOTAL ADMINISTRATIVE EXPENSES	64,584	64,049
<u>OTHER EXPENSES</u>		
Office Expenses	6,200	9,000
Telephones	5,000	5,500
TOTAL OTHER EXPENSES	11,200	14,500
<u>UTILITIES EXPENSES</u>		
Hydro	90,000	70,000
Gas	2,800	2,000
Water	168,000	135,000
Less: Water Recovery	(90,000)	(90,000)
TOTAL UTILITIES EXPENSES	170,800	117,000
<u>CONTRACTS</u>		
H.V.A.C. Maintenance	6,780	6,780
Fire Protection	3,500	3,000
Year Round Grounds Care	107,000	107,000
Elevators	5,000	5,200
Life Safety Systems	2,000	1,680
Parking Control	6,050	6,050
Cleaners	72,330	74,000
Insurance Premium	80,000	100,000
Generator	5,500	6,415

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2378**

BUDGET FOR THE FISCAL YEAR ENDED

APRIL 30,2022

	2021	2022
	BUDGET	BUDGET
Garage Door Maintenance	-	800
Garage Cleaning	3,000	4,500
Window Cleaning	5,000	5,000
Pest Control	610	610
Waste Removal Contract	24,000	26,000
TOTAL CONTRACTS	320,770	347,035
<u>REPAIRS & MAINTENANCE</u>		
Electrical	4,000	4,000
Plumbing	20,000	15,000
Contingency Fund	43,350	42,779
Maintenance Supplies	600	1,000
Equipment Maintenance	5,000	5,000
Life Safety Systems	2,000	2,000
General Repairs And Maintenance	30,000	30,000
TOTAL REPAIRS & MAINTENANCE	104,950	99,779
TOTAL OPERATING EXPENSES	672,304	642,363
Reserve Fund Provision	219,848	247,329
TOTAL RESERVE FUND PROVISION	219,848	247,329
TOTAL EXPENSES	892,152	889,692
UTILIZATION OF PRIOR YEAR SURPLUS / DEFICIT RECOVERY	-	-
NET EXPENSES	892,152	889,692
SURPLUS / (DEFICIT)	-	-

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

BUDGET FOR THE FISCAL YEAR ENDED

APRIL 30,2022

COMMENTARY ON BUDGETED EXPENSES

ADMINISTRATIVE EXPENSES

Management Fees	56,010	As per contract
Legal Fees	2,000	Fees for legal counsel
Audit Fees	3,400	Fees fo annual audit
Regulatory Fees	2,639	CAO Fees

TOTAL ADMINISTRATIVE EXPENSES	\$ 64,049
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OTHER EXPENSES

Office Expenses	9,000	Minute taker for meetings, AGM, mailings
Telephones	5,500	Internet and phones for elevators and intercom

TOTAL OTHER EXPENSES	\$ 14,500
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UTILITIES EXPENSES

Hydro	70,000	As per usage
Gas	2,000	As per usage
Water	135,000	As per usage
Less: Water Recovery	(90,000)	As per usage

TOTAL UTILITIES EXPENSES	\$ 117,000
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CONTRACTS

H.V.A.C. Maintenance	6,780	Contract for equipment maintenance
Fire Protection	3,000	Contract for monthly and annual inspections
Year Round Grounds Care	107,000	Landscaping and snow removal
Elevators	5,200	Contract for elevator maintenance
Life Safety Systems	1,680	Monitoring for fire system
Parking Control	6,050	Parking enforcement
Cleaners	74,000	Garbage removal from units
Insurance Premium	100,000	Insurance for common areas
Generator	6,415	Testing and maintenance
Garage Door Maintenance	800	Maintenance contract
Garage Cleaning	4,500	Annual cleaning
Window Cleaning	5,000	Annual cleaning
Pest Control	610	Monthly pest control
Waste Removal Contract	26,000	Garbage and recycling

TOTAL CONTRACTS	\$ 347,035
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REPAIRS & MAINTENANCE

Electrical	4,000	Exterior lighting
Plumbing	15,000	Cleaning of cistern
Contingency Fund	42,779	Miscellaneous repairs
Maintenance Supplies	1,000	Cleaning and repair supplied
Equipment Maintenance	5,000	Repairs to equipment
Life Safety Systems	2,000	Fire system repairs
General Repairs And Maintenance	30,000	Reairs to sensor system, intercom, gate arms, etc.

TOTAL REPAIRS & MAINTENANCE	\$ 99,779
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Reserve Fund Provision

Reserve Fund Provision	247,329	Provision as required by the Condominium Act of Ontario. This amount was determined by the most recent Reserve Fund Study completed.
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TOTAL Reserve Fund Provision	\$ 247,329
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TOTAL OPERATING EXPENSES	\$ 889,692
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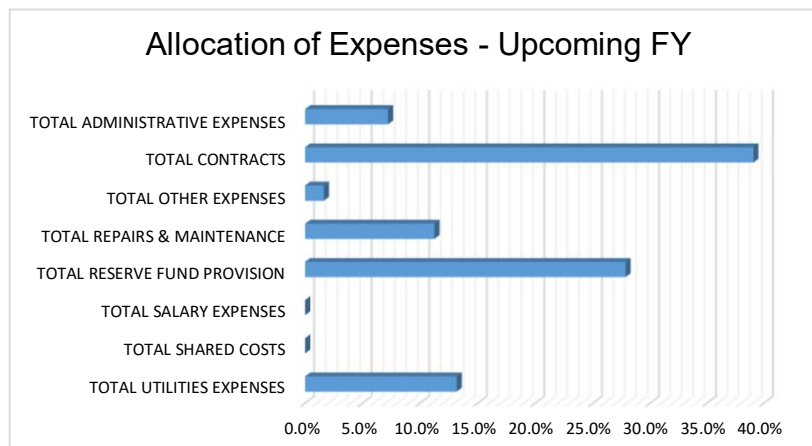
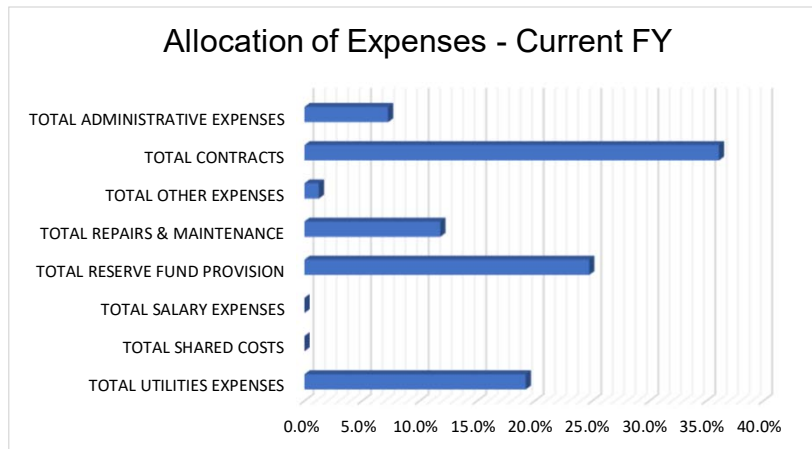
**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2378**

**BUDGET FOR THE FISCAL YEAR ENDED
APRIL 30,2022**

ANALYSIS OF COMMON ELEMENT FEES

	2021	2022
Common Element Assessment	888,152	888,152
TOTAL REVENUE	892,152	889,692

EXPENSE CATEGORY	2021	2022	% of CE Fees	
			2021	2022
TOTAL UTILITIES EXPENSES	170,800	117,000	19.2%	13.2%
TOTAL SHARED COSTS	-	-	0.0%	0.0%
TOTAL SALARY EXPENSES	-	-	0.0%	0.0%
TOTAL RESERVE FUND PROVISION	219,848	247,329	24.8%	27.8%
TOTAL REPAIRS & MAINTENANCE	104,950	99,779	11.8%	11.2%
TOTAL OTHER EXPENSES	11,200	14,500	1.3%	1.6%
TOTAL CONTRACTS	320,770	347,035	36.1%	39.1%
TOTAL ADMINISTRATIVE EXPENSES	64,584	64,049	7.3%	7.2%
TOTAL EXPENSES	892,152	889,692		



TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

FINANCIAL STATEMENTS

FOR THE YEAR ENDED APRIL 30, 2020

ORVITZ, BARNARTT & DIAMOND CPA

PROFESSIONAL CORPORATION

INDEPENDENT AUDITORS' REPORT

To Toronto Standard Condominium Corporation No. 2378
On Behalf of the Owners

Opinion

We have audited the financial statements of **Toronto Standard Condominium Corporation No. 2378** which comprise the statement of financial position as at **April 30, 2020**, and the statements of reserve fund operations and fund balance, general fund operations and fund balance, cash flows and schedule of expenses for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of **Toronto Standard Condominium Corporation No. 2378** as at **April 30, 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 the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

.....2

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.

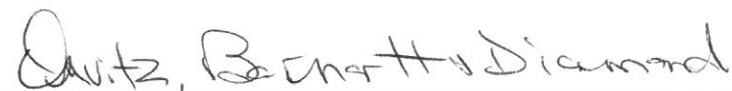
We also:

- 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.
- 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.

Richmond Hill, Canada

July 29, 2020



**Orvitz, Barnartt & Diamond CPA, Professional Corporation, Authorized to Practise Public Accounting by
The Chartered Professional Accountants of Ontario**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2020

	General Fund	Reserve Fund	Total 2020	Total 2019
Assets				
Cash	\$ 313,348	\$ 139,477	\$ 452,825	\$ 283,448
Investments (note 4)	-	434,470	434,470	350,000
Accounts receivable	18,475	-	18,475	10,215
Interest receivable	-	569	569	575
Prepaid expenses	6,769	-	6,769	6,310
	<u>\$ 338,592</u>	<u>\$ 574,516</u>	<u>\$ 913,108</u>	<u>\$ 650,548</u>
Liabilities and Fund Balances				
Accounts payable and accruals	\$ 79,402	\$ 20,599	\$ 100,001	\$ 68,744
Fund Balances	<u>259,190</u>	<u>553,917</u>	<u>813,107</u>	<u>581,804</u>
	<u>\$ 338,592</u>	<u>\$ 574,516</u>	<u>\$ 913,108</u>	<u>\$ 650,548</u>

APPROVED ON BEHALF OF THE BOARD

Director



Director

 2020/07/29

See accompanying notes

Statement 1

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

**STATEMENT OF RESERVE FUND OPERATIONS AND FUND BALANCE
FOR THE YEAR ENDED APRIL 30, 2020**

	2020	2019
Revenue		
Owners' transfers to the reserve fund (note 3)	\$ 195,420	\$ 173,707
Interest earned	12,150	10,330
	<hr/> 207,570	<hr/> 184,037
Major Repairs and Replacements		
Caulking	5,818	177,410
Deck	-	40,680
Landscaping	9,040	-
Plumbing	29,501	-
Professional fees	-	4,068
Roofing	29,846	11,160
	<hr/> 74,205	<hr/> 233,318
Excess of revenue over expenses (expenses over revenue) for the year	133,365	(49,281)
Fund balance, beginning of the year	420,552	469,833
Fund balance, end of the year	<hr/> \$ 553,917	<hr/> \$ 420,552

See accompanying notes

Statement 2

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

**STATEMENT OF GENERAL FUND OPERATIONS AND FUND BALANCE
FOR THE YEAR ENDED APRIL 30, 2020**

	Budget (Note 8)	Actual 2020	Actual 2019
Revenue			
Owners' assessments	\$ 862,325	\$ 862,326	\$ 833,178
Less: transfers to the reserve fund (note 3)	(195,420)	(195,420)	(173,707)
Owners' assessments to the general fund	666,905	666,906	659,471
Interest and other income	3,120	4,536	4,177
	670,025	671,442	663,648
Common Expenses			
Administration (schedule)	83,925	79,529	77,096
Contract services (schedule)	247,408	253,614	256,056
Repairs and maintenance (schedule)	81,242	121,295	94,742
Special projects	21,650	799	-
Utilities (schedule)	235,800	118,267	172,080
	670,025	573,504	599,974
Excess of revenue over expenses for the year	<u>\$ -</u>	97,938	63,674
Fund balance, beginning of the year		161,252	97,578
Fund balance, end of the year		\$ 259,190	\$ 161,252

See accompanying notes

Statement 3

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2020**

	2020	2019
Cash Flows From Operating Activities		
Owners' assessments for:		
General operations	\$ 666,906	\$ 659,471
Reserve fund	195,420	173,707
Other income	16,686	14,507
Common expenses	(573,504)	(599,974)
Major repairs and replacements	(74,205)	(233,318)
	231,303	14,393
Changes in non cash operating accounts		
Accounts receivable	(8,260)	(1,777)
Interest receivable	6	(142)
Prepaid expenses	(458)	(1,491)
Accounts payable and accruals	31,256	8,309
	253,847	19,292
Cash Flows From Investing Activities		
Purchase of investments	(84,470)	-
Increase in cash during the year	169,377	19,292
Cash, beginning of the year	283,448	264,156
Cash, end of the year	\$ 452,825	\$ 283,448
Comprised of		
General fund	\$ 313,348	\$ 198,657
Reserve fund	139,477	84,791
	\$ 452,825	\$ 283,448

See accompanying notes

Statement 4

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

**SCHEDULE OF EXPENSES
FOR THE YEAR ENDED APRIL 30, 2020**

	Budget (Note 8)	Actual 2020	Actual 2019
Administration			
Insurance	\$ 65,000	\$ 60,332	\$ 51,905
Office and general	6,000	7,955	8,035
Professional fees	7,925	5,448	12,167
Telephone	5,000	5,794	4,989
	\$ 83,925	\$ 79,529	\$ 77,096
Contract Services			
Cleaning and maintenance	\$ 72,330	\$ 72,332	\$ 72,352
Elevators	4,783	4,907	3,722
Landscaping and snow removal	106,840	117,362	119,000
Management fees	54,911	54,911	53,834
Preventative maintenance	8,544	4,102	7,148
	\$ 247,408	\$ 253,614	\$ 256,056
Repairs and Maintenance			
Fire and life safety	\$ 5,168	\$ 5,009	\$ 2,604
Garage	2,204	2,769	2,938
General	43,655	80,457	63,974
Parking control	6,035	6,481	6,035
Waste removal	20,000	22,398	19,191
Window cleaning	4,180	4,181	-
	\$ 81,242	\$ 121,295	\$ 94,742
Utilities			
Gas	\$ 2,800	\$ 1,074	\$ 1,884
Hydro	103,000	51,260	24,800
Water (net recoveries)	130,000	65,933	145,396
	\$ 235,800	\$ 118,267	\$ 172,080

See accompanying notes

Statement 5

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2020

PURPOSE OF THE ORGANIZATION

Toronto Standard Condominium Corporation No. 2378 (the "Corporation") was registered without share capital on May 20, 2014 under the laws of the Condominium Act, 1998 (the "Act"). The Corporation was formed to manage and maintain, on behalf of the owners, the common elements of the 174 residential townhouse units, located on Hargrave Lane and Bayview Avenue, in the City of Toronto. 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.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant accounting policies are as follows:

Common Elements

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

Fund Accounting

General Fund - *Unrestricted*

The general fund reports the assessments from owners and expenses related to the operations and administration of the common elements.

Reserve Fund - *Externally Restricted*

The Corporation is required by the Condominium Act of Ontario to transfer to a reserve for major repairs and replacements, amounts that, calculated from expected repair and replacement costs and life expectancies of the common elements of the Corporation, are reasonably expected to provide sufficient funds to repair and replace the common elements. The reserve fund reports the transfers from owners' assessments and expenditures for major repair and replacement costs of the common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 3. Only major repairs and replacements of the common elements are charged directly to this 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 are charged to the general fund. The Corporation segregates amounts accumulated for the purpose of financing future charges to the reserve fund in separate accounts, for use only to finance such charges. Interest earned on these amounts is credited directly to the reserve fund.

Financial Instruments

All assets and liabilities, with the exception of prepaid expenses, are financial instruments, are initially recorded at fair market value and are subsequently recorded at amortized cost.

Use of Estimates

The preparation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires the Corporation's management and directors to make estimates and assumptions that affect the reported amount of assets, liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the year. These estimates and assumptions are reviewed periodically and adjustments are reported in the year in which they become known.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2020

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accrual Basis of Accounting

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

Contributed Services

Volunteer services contributed on behalf of the condominium corporation in carrying out its operating activities are not recognized in these financial statements due to the difficulty in determining their value.

Revenue Recognition

Restricted assessments, consisting of amounts received for the reserve fund and unrestricted assessments, which are amounts received for the general fund are recognized as revenue in the period they are assessed if the amount to be received can be reasonably estimated and collection is reasonably assured.

Investment income is recognized as revenue of the related fund when earned.

2) RESERVE FUND CASH

The reserve fund cash is maintained in an interest bearing account at Canadian Imperial Bank of Commerce.

3) 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 common elements and assets.

The directors have used the Class 2 reserve fund study of EXP Services Inc. dated January 10, 2019 and such other information as was available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and replacements. The Corporation's plan for transfer to the reserve fund for 2019 - 2020 was \$195,420 based on the study, and the actual amount was the same. The study projected reserve fund expenditures of \$70,309 during the year, while the actual amount incurred was \$74,205. A reserve fund balance of \$571,355 on April 30, 2020 was projected by the study, while the actual amount was \$553,917.

Expected transfers and expenditures during the next two fiscal years based on the reserve fund study are:

	Transfers	Expenditures
2020 - 2021	\$ 219,848	\$ -
2021 - 2022	247,329	2,398

Any evaluation of the adequacy of the reserve fund is based upon assumptions as to 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, 1998 requires reserve fund studies to be updated every three years.

The directors' evaluation is that the current reserve fund balance together with contributions proposed in the reserve fund study can reasonably be expected to provide sufficient funds for its intended use.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2020

4) INVESTMENTS

Investments are comprised of the following:

Type	Issuer	Maturity Date	Rate	Amount
GIC	Bank of Nova Scotia	February 1, 2021	3.03%	\$ 50,000
GIC	HomEquity Bank	April 19, 2021	2.86%	100,000
GIC	Concentra Bank	April 22, 2021	1.78%	100,000
GIC	Equitable Bank	April 26, 2021	1.75%	84,470
GIC	Home Trust	April 23, 2023	2.46%	100,000
				\$ 434,470

5) 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 potential for 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 is not significant. The Corporation's credit risk from owners' assessments receivable is also not significant given the ability of the Corporation to place a lien on a unit for outstanding fees and limited financial exposure in a multi-unit condominium.

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 establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses, and the necessary contributions to the reserve. Cash is held in an interest bearing account which provides a rate of return as well as liquidity.

6) CONTRACTUAL COMMITMENTS

Management

The Corporation has renewed its contract with **FirstService Residential Ontario** for the provision of management services. The renewal is for three years and expires on **April 30, 2023**. Current payments under the contract are **\$54,910** per annum, inclusive of taxes, subject to annual increases of 2%.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2378

NOTES TO THE FINANCIAL STATEMENTS
APRIL 30, 2020

6) CONTRACTUAL COMMITMENTS (continued)

Landscaping and Snow Removal

The Corporation has entered into a contract with **Get It Done Enterprises Ltd.** for the provision of landscaping and snow removal services. The contract expires on **April 15, 2021**. Payments under the contract are **\$100,005** per annum, inclusive of taxes.

Elevators

The Corporation has entered into a contract with **Schindler Elevator Corporation** for the provision of elevator maintenance services. The contract is for ten years and expires on **August 30, 2025**. Payments under the contract are **\$3,592** per annum, inclusive of taxes, subject to increases based on changes in industry labour rates.

Cleaning

The Corporation has entered into a contract with **FirstService Residential Property Services Ltd.** for the provision of cleaning services. The contract is for three years and expires on **March 31, 2021**. Payments under the contract are **\$73,986** per annum, inclusive of taxes, subject to annual increases of 2.5%.

HVAC Maintenance

The Corporation has entered into a contract with **Smart Building Services Ltd.** for the provision of HVAC maintenance services. The contract is for five years and expires on **October 31, 2024**. Payments under the contract are **\$6,780** per annum, inclusive of taxes.

7) RELATED PARTY TRANSACTIONS

No remuneration was paid to directors and officers during the year and they had no interest in any transactions of the Corporation. Management, in addition to fees, is reimbursed for certain administrative costs and collects fees from owners, purchasers and others for lien notices and status certificates. These transactions were in the normal course of operations and were measured at the exchange amount.

8) BUDGET INFORMATION

The budget figures presented for comparison purposes are prepared without audit or review and are those approved by the directors. They have been reclassified to conform with the financial statement presentation. These figures are presented for information purposes only and are not covered by the opinion of Orvitz, Barnartt & Diamond CPA dated July 29, 2020.



**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. 2378

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

PROPERTY INSURED: 1-9, 11-19, 21-29, 31-39,
41-49, 51-59 & 61-69 (Odd #'s)
10, 20, 30, 40, 50, 60 & 70-92 (Even #'s) Hargrave Lane;
2102-2166 & 2130 Bayview Avenue,
Toronto, Ontario
M4N 0A4

TERM: May 20, 2021 TO May 20, 2022

COMMERCIAL PACKAGE POLICY NO. 501167995

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$73,887,345.00
Deductibles: \$ 10,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Novex Insurance Company 25%
Aviva Insurance Company of Canada 20%
RSA Insurance Company of Canada 9%
Wawanesa Insurance 14%
Travelers Canada 4%
Chubb Insurance Company of Canada 5%
Tokio Marine Kiln 11%
Trisura Insurance 12%

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: \$73,887,345.00
Company: Aviva Insurance Company of Canada
Policy Number: **CMP81650555**

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: May 13, 2021

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND

(under subsection 94 (9) of the Condominium Act, 1998)

Condominium Act, 1998

TO: All Owners of Toronto Standard Condominium Corporation No. 2378
Bayview Avenue & Hargrave Lane, Toronto, Ontario

The board has received and reviewed a reserve fund study update (class 2) dated January 10, 2019 prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time, the average contribution per unit per month to the reserve fund for the fiscal year 2018/2019 is \$83.19. There is an increase of \$10.40 for the fiscal year 2019/2020, an increase of \$11.70 for fiscal year 2020/2021 and an increase of \$13.16 for fiscal year 2021/2022.

The proposed funding plan was implemented beginning Feb 1st, 2019
Dated this 4th day of March, 2019

Toronto Standard Condominium Corporation No. 2378

Mary Doherty
(signature)

Mary Doherty
(print name)

IT&W BRAND
(signature)

IT&W BRAND
(print name)

Affix corporate seal above

The above persons signing have the authority to bind the corporation.

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the reserve fund study update (class 2) dated January 10, 2019 prepared by EXP Services Inc. for Toronto Standard Condominium Corporation No. 2378.

Subsection 94(1) of the *Condominium Act, 1998*, required 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 repairs 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 2019/2020 fiscal year is \$195,420.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (as of April 30, 2018):	\$469,833
Minimum Reserve Fund Balance during the projected period	\$362,548
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.00%

The Reserve Fund Study can be examined by providing a written request and reasonable notice to the corporation's address for service:

Attn: Toronto Standard Condominium Corporation No. 2378 c/o FirstService Residential
2645 Skymark Avenue, Suite 101
Mississauga, Ontario
L4W 4H2

CASH FLOW TABLE

Opening Balance of the Reserve Fund	\$469,833
Minimum Reserve Fund Balance (as indicated in this table)	\$362,548
Assumed Annual Inflation Rate for Reserve Fund Expenditures	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund	3.00%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2018/2019	\$469,833	\$173,707	-\$223,175	\$11,627	N/A	\$431,992
2019/2020	\$431,992	\$195,420	-\$70,309	\$14,251	12.5%	\$571,355
2020/2021	\$571,355	\$219,848	\$0	\$20,427	12.5%	\$811,629
2021/2022	\$811,629	\$247,329	-\$2,398	\$28,061	12.5%	\$1,084,621
2022/2023	\$1,084,621	\$278,245	\$0	\$36,848	12.5%	\$1,399,714
2023/2024	\$1,399,714	\$313,026	-\$56,766	\$45,624	12.5%	\$1,701,597
2024/2025	\$1,701,597	\$352,154	-\$5,727	\$56,508	12.5%	\$2,104,532
2025/2026	\$2,104,532	\$396,173	-\$59,709	\$68,147	12.5%	\$2,509,144
2026/2027	\$2,509,144	\$445,695	\$0	\$82,498	12.5%	\$3,037,336
2027/2028	\$3,037,336	\$501,406	-\$22,958	\$98,814	12.5%	\$3,614,599
2028/2029	\$3,614,599	\$564,082	-\$299,598	\$110,954	12.5%	\$3,990,037
2029/2030	\$3,990,037	\$634,593	-\$78,681	\$128,371	12.5%	\$4,674,320
2030/2031	\$4,674,320	\$647,284	-\$58,041	\$149,830	2%	\$5,413,393
2031/2032	\$5,413,393	\$660,230	-\$266,043	\$167,762	2%	\$5,975,341
2032/2033	\$5,975,341	\$673,435	-\$109,142	\$188,603	2%	\$6,728,237
2033/2034	\$6,728,237	\$686,903	-\$2,037,458	\$167,866	2%	\$5,545,548
2034/2035	\$5,545,548	\$700,641	-\$577,374	\$165,266	2%	\$5,834,081
2035/2036	\$5,834,081	\$714,654	-\$588,922	\$173,974	2%	\$6,133,788
2036/2037	\$6,133,788	\$728,947	-\$607,963	\$182,855	2%	\$6,437,627
2037/2038	\$6,437,627	\$743,526	-\$676,587	\$190,739	2%	\$6,695,306
2038/2039	\$6,695,306	\$758,397	-\$6,457,226	\$67,411	2%	\$1,063,888
2039/2040	\$1,063,888	\$773,565	-\$1,218,759	\$18,725	2%	\$637,418
2040/2041	\$637,418	\$789,036	-\$769,709	\$15,733	2%	\$672,477
2041/2042	\$672,477	\$804,817	-\$1,016,750	\$16,215	2%	\$476,759
2042/2043	\$476,759	\$820,913	-\$945,299	\$14,967	2%	\$367,340
2043/2044	\$367,340	\$837,331	-\$856,495	\$14,372	2%	\$362,548
2044/2045	\$362,548	\$854,078	\$0	\$22,869	2%	\$1,239,495
2045/2046	\$1,239,495	\$871,160	-\$225,282	\$44,659	2%	\$1,930,033
2046/2047	\$1,930,033	\$888,583	-\$186,505	\$66,786	2%	\$2,698,896
2047/2048	\$2,698,896	\$906,354	-\$264,885	\$88,636	2%	\$3,429,001

**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. 2378 has reviewed the reserve fund study update (class 2) dated January 10th, 2019, prepared by EXP Services Inc., 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 study will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2019/2020 fiscal year is \$195,420.00.

The Reserve Fund Study can be examined by providing a written request and reasonable notice to the corporation's address for service:

Attn: Toronto Standard Condominium Corporation No. 2378 c/o FirstService Residential
2645 Skymark Avenue, Suite 101
Mississauga, Ontario
L4W 4H2

CONTRIBUTION TABLE

Year	A Recommended Annual Contribution	Percentage Increase Over Previous Year	B Other Contributions (e.g. special assessment, loan)	A + B Total Contribution Each Year to Reserve Fund
2018/2019	\$173,707	N/A		\$173,707
2019/2020	\$195,420	12.5%		\$195,420
2020/2021	\$219,848	12.5%		\$219,848
2021/2022	\$247,329	12.5%		\$247,329
2022/2023	\$278,245	12.5%		\$278,245
2023/2024	\$313,026	12.5%		\$313,026
2024/2025	\$352,154	12.5%		\$352,154
2025/2026	\$396,173	12.5%		\$396,173
2026/2027	\$445,695	12.5%		\$445,695
2027/2028	\$501,406	12.5%		\$501,406
2028/2029	\$564,082	12.5%		\$564,082
2029/2030	\$634,593	12.5%		\$634,593
2030/2031	\$647,284	2%		\$647,284
2031/2032	\$660,230	2%		\$660,230
2032/2033	\$673,435	2%		\$673,435
2033/2034	\$686,903	2%		\$686,903
2034/2035	\$700,641	2%		\$700,641
2035/2036	\$714,654	2%		\$714,654
2036/2037	\$728,947	2%		\$728,947
2037/2038	\$743,526	2%		\$743,526
2038/2039	\$758,397	2%		\$758,397
2039/2040	\$773,565	2%		\$773,565
2040/2041	\$789,036	2%		\$789,036
2041/2042	\$804,817	2%		\$804,817
2042/2043	\$820,913	2%		\$820,913
2043/2044	\$837,331	2%		\$837,331
2044/2045	\$854,078	2%		\$854,078
2045/2046	\$871,160	2%		\$871,160
2046/2047	\$888,583	2%		\$888,583
2047/2048	\$906,354	2%		\$906,354

The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses.

**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:

There are no differences from the Reserve Fund Study.



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Mahesh Karam 905-201-3480 or 1-866-586-9334 ext. 25421

mkaram@thebrick.com

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