Condominium Act, 1998

STATUS CERTIFICATE

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

Toronto Standard Condominium Corporation No. 1511 (known as the "Corporation") certifies that as of the date of this certificate:

Suite: 615	Common Interest: 0.2325733
Parking: B073	Common Interest: 0.01702
Owner: Doreen Engelberts	Common Interest Owner: Doreen Engelberts

General Information Concerning the Corporation

1. Mailing address: Toronto Standard Condominium Corporation No. 1511

c/o Management Office 650 Lawrence Avenue West Toronto, ON M6A 3E8

2. Address for service: Toronto Standard Condominium Corporation No. 1511

c/o Management Office 650 Lawrence Avenue West Toronto, ON M6A 3E8

3. Name of Property Manager: 360 Community Management Ltd.

Address: 80 Fulton Way, unit 203, Richmond Hill, ON L4B 1J5

Telephone number: (905) 604-3602

4. The directors and officers of the Corporation are:

<u>Name</u>	Position	Address for Service	Telephone No.
Jose Ramon Gutierrez	President	Same as above	Same as above
Stephen Chu	Vice-President	Same as above	Same as above
James Mymryk	Treasurer	Same as above	Same as above
Marilou Nejal	Secretary	Same as above	Same as above
Peter Lostracco	Director	Same as above	Same as above
John Michael	Director	Same as above	Same as above
Emerita Mercado	Director	Same as above	Same as above

Common Expenses

- 5. The owner of Legal Unit 15, Level 6 (Suite No. 615) and Legal Parking Unit 73, Level B (Parking No. B073) at 650 Lawrence Ave West, Unit 615, Toronto, ON, of Toronto Standard Condominium Corporation No. 1511, registered in the Land Registry Office for the Land Titles Division of Toronto:
 - is not in default in the payment of common expenses, subject to June 2021 payment clearing the bank

- is in default in the payment of common expenses in the amount of \$NIL. A lien has not been registered on the unit at this time.
- 6. A payment on account of common expenses for the unit in the amount of \$487.35 is due on the first day of each month for the period April 1, 2021 to March 31, 2022. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
- 7. The Corporation has the amount of \$0.00 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 Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period commencing April 1, 2022. To this extent, the current budget (a copy of which is enclosed) is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or in a deficit at this time as it has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond the normal budgetary controls of the Corporation. A surplus or deficit is undetermined at this time.
- 10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
- 11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund of 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 except:
 - i) Insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year, which could result in an increase in common expenses beyond inflation;
 - ii) The COVID-19 crisis may cause the Condominium Corporation to incur expenses beyond the current budget. Please see also Paragraph 9 in relation to any anticipated budget deficit or surplus. We will not know the precise amount of any resulting deficit and any resulting increase in common expenses until the crisis is declared over.

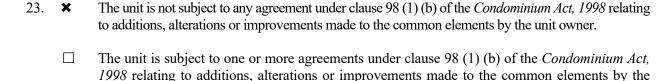
Reserve Fund

- 13. The Corporation's reserve fund amounts to \$3,402,574.54 (unaudited) as of May 31, 2021.
- 14. The most recent reserve fund study conducted by the Corporation was a Class 1 Reserve Fund Study dated November 27, 2018 and prepared by R and C Engineering Ltd. The next reserve fund study will be conducted in November 2021.
- 15. The balance of the reserve fund at the beginning of the current fiscal year was \$3,318,423.48 (unaudited). In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the reserve fund in the current fiscal year is \$542,849.00 and the anticipated expenditures to be made from the reserve fund in the current fiscal year amount to be \$149,896.00. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- 16. The board has sent to the owners a notice dated April 1, 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.
- 17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund except for the amounts indicated in the Notice of Future Funding of the Reserve Fund.

Legal Proceedings, Claims

- 18. There are no outstanding judgements 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 does not have a 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



unit owner. To the best of the Corporation's information, knowledge and belief, the agreements

Leasing of Units

24. The Corporation has received notice under section 83 of the *Condominium Act*, 1998, that 89 units were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

have been complied with by the parties.

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*.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*. Each unit owner is advised to carefully review the enclosed Certificate or Insurance, including the extent of any deductibles, and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements to their individual units. As well each unit owner insurance policy should also include personal third party liability insurance, reimbursement for living expenses outside of your unit and protection against any deductible charges that might be levied against the unit by the Condominium Corporation. The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit bylaw or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.

Information on Non-standard Condominium Corporations

- 27-32 These clauses deal with phased, vacant land and leasehold condominium corporation and does not apply to this condominium corporation.
- 33. The following documents are attached to this status certificate and form part of it:

Enclosures

- **x** (a) a copy of the current declaration, by-laws and rules;
- **X** (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
- (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act,* 1998 and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;

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

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:
 - i. 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.
 - ii. 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.

Other

A.

- i. Owners are responsible for maintaining the cleanliness of their own parking spaces. Oil and other motor vehicle leaks must be cleaned up immediately, and vehicles which leak fluid repaired, failure to do so will result in a charge being levied by the Corporation against the unit owner. Parking spaces are not to be used for storage.
- ii. Unit purchasers (and their solicitors) are required to notify, in writing, this Corporation at its current mailing address on page 1 hereof immediately following the completion of the transfer of title and change of ownership to the Unit(s). Until and unless such notification

- is provided to the Corporation, its records shall remain in the name of the present owner as prescribed under S.47(1) of the *Condominium Act*, 1998 and the new owner will not receive notices of any meetings and other written communication from the Corporation.
- iii. The Smoke-Free Ontario Act 2017 is applicable within Condominium Corporations. You must not smoke in any common areas which include elevators, stairwells, hallways, parking garages, lobbies, exercise areas, party room and all other common areas.
- B. It is the purchaser's responsibility to review the declaration and description pertaining to the unit, including any exclusive use common element area, to determine whether or not the vendor or any previous owner or occupant of the unit has carried out a structural change to the unit or has modified the common elements in circumstances where the Board has not given its prior written consent. As this unit and any appurtenant exclusive use common element (if applicable) have not been inspected prior to the making and execution of this certificate, the condominium corporation cannot comment upon matters of non-compliance which may be revealed by an inspection of the unit, and unless such an inspection is requested and made, the corporation reserves its right to enforce any matters of non-compliance notwithstanding that they may have existed prior to the issuance of this certificate.
- C. There are restrictions set forth in the Declaration and the rules governing tenancies and the keeping of pets within the building(s) or ground(s). An excerpt from the Declaration and/ or the rules and the Corporation's policy in the enforcement of same is found in the Declaration which accompanies this certificate. Unit purchasers are urged to review, in particular, these restrictions prior to taking occupancy (directly or by a tenant) of the unit.
- D. As a matter of personal safety, please be advised that:
 - i. Under the Ontario Fire Code, the "owner" is responsible for ensuring that SMOKE ALARMS are installed in their dwelling unit. The Ontario Fire Code requires that SMOKE ALARMS be maintained in operating condition at all times.
 - ii. Many municipalities have enacted a BY-LAW requiring the installation and maintenance of CARBON MONOXIDE DETECTORS by the "owner" under the authority of Section 102 of the Municipal Act R.S.O. 1990, c.M.45. Please ensure that you comply with the local BY-LAW within your municipality.
- E. The purchaser shall inspect the unit being purchased to ascertain whether the vendor has made an unauthorized alteration to the common elements or the exclusive use common elements of the unit. If an unauthorized alteration has been made without approval of the Corporation, the Purchases should require the Vendor to restore the common element to its original conditions.
- F. The Kitec replacement within the building has been substantially completed and the Corporation is awaiting approval certification from the Corporation's engineer.
- G. This Status Certificate is valid subject to all outstanding cheques/payments clearing the bank that was issued to the Corporation, up to and including the date below.

Dated this 30th day of June, 2021

Toronto Standard Condominium Corporation No. 1511

Annette Quitevis Director of Operations 360 Community Management Ltd.

I have the authority to bind the corporation.

This status certificate binds the Corporation as at the Date of Issue only and any update requires the issuance of a new status certificate.

THE LAND TITLES ACT

AT 139595

CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)

2003-04-07 15:56

DECLARATION

THE CONDOMINIUM ACT

TORONTO S	STANDARD (CONDOMINIUM PLAN No.	1511
NEW PROI	PERTY IDE	NTIFIERS BLOCK	12511
RECENTL	/ :	10223 - 0085	
DECLARA	NT:	SHERMOUNT CO-OPERATIVE HOUSING D	EVELOPMENT CORPORATION
SOLICITOR	: Brian ller		
	ILER CAN	IPBELL .	
	390 YONG	SE STREET	SUITE 700
	TORONTO	D, ONTARIO	
	M4W 3P4		
PHONE:	416-598-0	103	

No. OF UNITS 968

FEES: \$70.00 + \$5.00 X 968 = \$4910.00

PAGE OF PAGES

19950126douglasklein/DECLARAT.WK4

DECLARATION

THIS DECLARATION (the **Declaration**) is made and executed pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19, and its Regulations, as may be amended from time to time (together, the *Act*),

BY: SHERMOUNT CO-OPERATIVE HOUSING DEVELOPMENT CORPORATION (the **Declarant**), a corporation incorporated under the laws of the Province of Ontario

BACKGROUND:

- I. The Declarant's municipal address is c/o Options for Homes, 468 Queen Street East, Suite 310, Toronto, Ontario M5A 1T7.
- II. The Declarant is the Owner in fee simple of the real property known municipally as 650 Lawrence Avenue West and 21 and 25 Replin Road, in the City of Toronto, more particularly described in Schedule A page 14 (the **Property**).
- III. The Declarant has constructed the following buildings upon the Property:
 - (a) a high-rise building (the **High-Rise Building**) containing 380 residential dwelling units, 253 locker units and 284 parking units, as shown on the Description;
 - (b) 106 visitors' parking spaces designated by the letter 'V' on the Description (Visitor Parking Spaces); and
 - (c) six blocks of low-rise buildings (the **Townhouse Buildings**) containing in total 51 residential dwelling units including front-yard pad parking spaces, as shown on the Description.
- IV. The Declarant intends that the Property and the Buildings be governed by the *Act*.
- V. The mailing address of the High-Rise Building is 650 Lawrence Avenue West, Toronto, Ontario M6A 3E8 and of the Townhouse Buildings is 21 Replin Road and 25 Replin Road, Toronto, Ontario M6A 2M8.
- VI. The registration of this Declaration and Description shall create a freehold standard condominium corporation.

THE DECLARANT DECLARES AS FOLLOWS:

PART 1 INTRODUCTION

1. <u>DEFINITIONS</u>

Board means the board of directors of the Corporation.

Buildings means the High-Rise Building and the Townhouse Buildings together, and **Building** means any of them individually.

By-laws means the by-laws passed by the Board from time to time.

Common Elements means all the Property and Buildings except the Units.

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 and costs set forth in Schedule E attached to this Declaration.

Corporation means the condominium corporation created pursuant to the *Act* by the registration of this Declaration and the Description in accordance with the *Land Titles Act*.

Description means the description of the condominium required by the *Act*, submitted with this Declaration for registration, describing:

 Residential Units 1-84 inclusive on Level 1; Units 1-47 inclusive on Levels 2-6 inclusive; Units 1-41 inclusive on Level 7; Units 1-41 inclusive on Level 8; Units 1-15 inclusive on Level 9; and Units 1-15 inclusive on Level 10;

Page 2

- ii. Parking Units 1-88 inclusive on Level A and 1-196 inclusive on Level B;
- iii. Locker Units 89-192 inclusive on Level A and 197-345 inclusive on Level B; and
- iv. Common Elements.

Insurance Trust Agreement is defined in paragraph 37 of this Declaration.

Insurance Trustee means the trustee under the Insurance Trust Agreement.

Locker Unit means a locker designated as a locker unit by the Description.

Owner means the owner of a Unit or Units in the Buildings (and **Owners** means more than one of them).

Parking Space means a front yard pad parking space, which is included within the boundaries of each of the Residential Units located in the Townhouse Buildings.

Parking Unit means a parking space designated as a parking unit by the Description.

Residential Unit means a residential dwelling designated as a residential unit by the Description, and comprises the space enclosed by its boundaries.

Rules means the rules made by the Board pursuant to the Act.

Unit means any one of the Locker Units, Residential Units and Parking Units (and **Units** means more than one of them).

2. <u>SCHEDULES</u> -- The following schedules are appended to and form part of this Declaration:

Schedule A - Legal Description of the Property

Schedule B - Consent of Mortgagee
Schedule C - Boundaries of Units

Schedule D - Proportionate Interest in Common Elements and

Proportionate Share of Common Expenses

Schedule E - Common Expenses

Schedule F - Exclusive Use Common Elements
Schedule G - Certificate of Architect or Engineer

- 3. GOVERNING LEGISLATION -- The Property and interests appurtenant to the Property, as these are described in the Description, are governed by the *Act*. The terms used in this Declaration have the same meaning as set out in the *Act*, as amended from time to time, unless otherwise specified.
- 4. <u>CONSENT OF MORTGAGEES</u> -- The consents of all persons who have registered mortgages against the Property or interests appurtenant to the Property are attached as Schedule B to this Declaration, starting at page 15.
- 5. <u>BOUNDARIES OF UNIT</u> -- The monuments controlling the extent of the Units are the physical surfaces and the monuments described in Schedule C to this Declaration, starting at page 20.
- 6. COMMON INTEREST AND COMMON EXPENSE ALLOCATION -- Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners and shall contribute to the Common Expenses in the proportions set out opposite each Unit number in Schedule D to this Declaration, starting at page 22. The total of the proportions of the common interests is 100%.
- 7. <u>CERTIFICATE OF ARCHITECT/ENGINEER</u> -- As required by the *Act*, a certificate of an architect/engineer that the Building has been constructed in

DECLARATION Page 3

accordance with the Regulations is attached as Schedule G to this Declaration, page 31.

8. <u>MAILING ADDRESS AND ADDRESS FOR SERVICE</u> -- Until changed, the Corporation's address for service and mailing address shall be:

c/o Options For Homes 468 Queen Street East, Suite 310 Toronto, Ontario M5A 1T7 Fax: 416-867-1743

Attention: Mr. Michel Labbé

PART 2 OCCUPATION AND USE OF COMMON ELEMENTS

9. GENERAL USE

- (a) Each Owner may make reasonable use of and have the right to make reasonable use of the whole or any part of the Common Elements (other than the exclusive use Common Elements specified in Schedule F, starting at page 29), subject to any conditions or restrictions set out in the *Act*, the Declaration, the By-laws and the Rules. No condition shall be permitted to exist and no activity shall be carried on in any Unit or in the Common Elements which are likely to damage the Property or which will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units.
- (b) No Owner shall make any change or alteration to the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he/she has a duty to maintain, without obtaining the approval of the Corporation in accordance with the By-laws and entering into an agreement pursuant to Section 98 of the *Act*.
- (c) The Declarant shall be entitled to erect and maintain signs, displays and sales facilities in and upon the Common Elements until title in all Units has been transferred by the Declarant.
- (d) The Declarant, together with its staff and invitees, shall be entitled to use the Common Elements for access to and egress from Units for display and sales purposes or construction, as the case may be.
- 10. <u>EXCLUSIVE USE OF COMMON ELEMENTS</u> -- Each Owner of the Units specified in Schedule F to this Declaration, starting at page 29, shall, subject to the *Act*, this Declaration, the By-laws and the Rules, have the exclusive use of those parts of the Common Elements specified in Schedule F.
- 11. RESTRICTED ACCESS -- Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as the building superintendent's dwelling or the patio the access to which may be gained only through the superintendent's dwelling, management offices, utility, service, maintenance and storage areas, and any other parts of the Common Elements used for the care, maintenance or operation of the Property. This section shall not apply to any mortgagee holding mortgages on at least 10% of the Units, if exercising a right of access for purposes of inspection, upon giving 48 hours notice to the Corporation's property manager.

Only Owners of a Residential Unit, their families, lessees and invitees shall be entitled to use any part of the Common Elements that may from time to time be designated for recreational purposes, subject to the Rules.

- 12. <u>CORPORATION'S CHANGES TO COMMON ELEMENTS, ASSETS AND SERVICES -- The Corporation may make:</u>
 - (a) an addition, alteration or improvement to the Common Elements;
 - (b) a change in the assets of the Corporation; or
 - (c) a change in a service that the Corporation provides to the Owners,

only in accordance with Section 97 of the Act.

DECLARATION Page 4

The Corporation shall have access at any reasonable time to any part of the Common Elements over which any Owner has exclusive use to carry out such addition, alteration or improvement.

- 13. <u>VISITOR PARKING</u> The Visitor Parking Spaces are to be used for visitors parking only. Each such area shall be designated for visitor parking by appropriate signs. The Visitor Parking Spaces shall form part of the Common Elements. A Visitor Parking Space shall be used and occupied in accordance with sub-paragraph 17(a) of the Declaration.
- 14. <u>BICYCLE RACKS</u> The areas on the Description designated as bicycle storage are part of the Common Elements. The Corporation may, from time to time, grant licences of use of the bicycle racks located in these areas to Owners, in accordance with the *Act*. The use of the bicycle racks shall be in accordance with the Rules and the licence agreement entered into between an Owner and the Corporation.

PART 3 OCCUPATION AND USE OF UNITS

15. GENERAL USE

- (a) Each Unit shall be used only for those uses permitted from time to time by the *Act*, the Declaration, the By-laws, the Rules, and the by-laws of the City of Toronto or any other governmental authority with jurisdiction. The Declarant shall be permitted to maintain Residential Units as models for display and sales purposes and construction until title in all Units has been transferred by the Declarant.
- (b) No Unit shall be occupied or used by anyone in such a manner as to result in the increase of any premium paid on any policy of insurance referred to in Part 7 of this Declaration, or as to result in the cancellation or threat of cancellation of any such policy of insurance.
- (c) An Owner shall comply, and shall require all occupants, lessees, invitees and licensees of his/her Unit to comply, with the *Act*, the Declaration, the By-laws, the Rules and the by-laws of the City of Toronto or the requirements of any other governmental authority with jurisdiction.
- (d) No Owner shall make any structural changes to his/her Unit, or make any other alteration or decoration visible from the exterior of his/her Unit, without the prior written consent of the Board.
- (e) No Owner of a Residential Unit in the Townhouse Buildings shall, without the prior consent of the Corporation, alter in any way the grade of the front or rear yards that form part of the Unit.
 - (f) No Owner of a Residential Unit in the Townhouse Buildings may secure with a locking device the gate that is part of the fence in the rear yard of his or her Unit, except, however, such Owner may install a latching device to secure the gate if the latching device permits the opening of the gate from either side of the fence.
 - (g) With respect to any Unit in which are located services or equipment serving the Common Elements or other Units, the Owner of such Unit shall:
 - permit access to the Unit, as required by the Corporation or its employees or authorized representatives, for the purposes of installing, maintaining, repairing after damage, or replacing such services or equipment;
 - ii. at all times maintain the Unit at such temperatures as may be required in order to prevent freezing of, or any other damage to, such services or equipment; and
 - iii. not damage, or in any way tamper with, any such services or equipment.
- 16. REQUIRED USE OF BROADLOOM OR RUGS -- No less than 50% of the floor area of each of the Residential Units shall be covered with broadloom or rugs.

Page 5

17. USE OF PARKING UNITS AND PARKING SPACES

- Each Parking Unit and/or Parking Space shall be used and occupied only (a) for motor vehicle parking purposes, in accordance with the by-laws or statutes of the City of Toronto, or any other governmental authority with jurisdiction, and with the Rules in force from time to time. Without restricting any wider definition of motor vehicle as may be adopted from time to time by the Board, motor vehicle means a private passenger automobile, mini-van, station wagon, van which does not exceed the height restrictions of the garage, if any and if applicable, and motorcycle, as customarily understood, and any motor vehicle of the Declarant (including any truck, construction or loading vehicles used by the Declarant or any of its employees, agents or contractors). Despite the provisions of this paragraph, in the event that the Corporation becomes the Owner or tenant of any Parking Unit, the Board may from time to time designate that Unit for alternate use, provided that such alternate use is in accordance with the requirements and by-laws of the City of Toronto and approved by a majority vote of the Owners at a meeting duly called for that purpose.
- (b) At all times, each Parking Unit is subject to a right of access over, along and upon it in favour of the Corporation, together with the Corporation's servants, agents and employees, for the purposes of access to and from mechanical, electrical and service areas of the Common Elements and for garage maintenance and repairs.
- (c) Each Owner shall maintain his/her Parking Unit and/or Parking Space in a clean and sightly condition, despite which the Corporation shall have the right, but not the obligation, to make provision in its annual budget for maintenance of the Parking Units and/or Parking Spaces.
- 18. OWNERSHIP OF PARKING UNITS AND LOCKER UNITS -- At the option of the Declarant, the Corporation shall be obligated to accept from the Declarant conveyance of title, free and clear of all encumbrances and for a nominal consideration of \$1.00, of all or any Parking Units and/or Locker Units, as determined by the Declarant, that have not been otherwise transferred from the Declarant to Owners of Residential Units or to the Corporation. Despite anything else contained in this Declaration, the Declarant shall have the right to sell, give, lease, mortgage, convey or otherwise dispose of those Parking Units or Locker Units that are not transferred by it to Owners of Residential Units or to the Corporation.
- 19. <u>HANDICAPPED PARKING UNITS</u> -- Each Parking Unit for handicapped parking, designated in the Description with the letters **HP** (an **HP Unit**), shall be clearly identified by the international symbol of accessibility for the handicapped. All HP Units shall be subject to the following restrictions on their occupation, from time to time:
 - In the event that a physically disabled driver, as defined in the by-laws for the City of Toronto, acquires the right, otherwise in accordance with this Declaration, to occupy a Parking Unit, the Owner of, and any person occupying, an HP Unit shall, upon notice from the Corporation and at the request of the physically disabled driver, exchange with the physically disabled driver the right to occupy the HP Unit for the right to occupy the Parking Unit which would otherwise have been acquired by purchase or lease by the physically disabled driver, said exchange to continue for the full period of the physically disabled driver's residence in the Building.
 - (b) When a physically disabled driver requests an exchange of occupancy rights for an HP Unit, the Corporation shall immediately notify the Owner of the HP Unit, and any person occupying the HP Unit, of the request, and the Owner and/or occupant shall complete the exchange of the right to occupy immediately upon delivery of the notice.
 - (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 the HP Units.
 - (d) The Owner of an HP Unit who is not a physically disabled driver and who otherwise would be required to exchange her/his HP Unit with a physically disabled driver, as set out in this paragraph, shall not sell,

lease, licence or otherwise dispose of her/his HP Unit without first providing to the transferee notice in writing of the terms of this paragraph and obtaining from the transferee her/his agreement to be bound by the terms of this paragraph.

PART 4 SPECIFICATION OF COMMON EXPENSES

20. PAYMENT OF COMMON EXPENSES -- Each Owner, including the Declarant, shall pay to the Corporation his/her proportionate share of the Common Expenses as set out in Schedule D to this Declaration, starting at page 22, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the *Act*, this Declaration and the By-laws. Each Owner shall, forthwith following receipt of notice of the Common Expenses attributable to the Owner's Unit for the ensuing 12 month period (or period of time to which the assessment relates), provide to the Corporation a series of post-dated cheques covering the monthly Common Expenses payable during the period to which such assessment relates.

21. 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 repairs and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the *Act*.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to the mortgagees of the Units or, except on termination of the Corporation, to the Owners.
- (c) Interest or other income earned from the investment of the reserve fund shall form part of the reserve fund.
- 22. <u>STATUS CERTIFICATE</u> -- For a fee established by the Board from time to time, the fee not to exceed any maximum prescribed under the *Act*, the Corporation shall provide a status certificate and accompanying statements and information, in accordance with the *Act*. The Corporation shall also provide a duplicate of such certificate and accompanying statements and information without additional charge, if requested. The Corporation shall deliver to the Declarant, without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a Unit.

PART 5 LEASING OF UNITS

23. NOTIFICATION OF LEASE

- (a) Where the Owner of a Unit leases his/her Unit, the Owner shall forthwith notify the Corporation that the Unit is leased and provide to the Corporation:
 - the lessee's name and address, if the lessee is not occupying a Residential Unit, and any subsequent change in the lessee's address;
 - ii. the Owner's address, and any subsequent change in the Owner's address; and
 - iii. a copy of the lease, and any subsequent renewal of it or a summary of it in the form prescribed by the *Act*.

The Owner shall provide the lessee with a copy of the Declaration, Bylaws and Rules.

- (b) No Owner shall lease his/her Unit unless he/she delivers to the Corporation, prior to the lessee commencing occupancy of the Unit, an agreement signed by the lessee, as follows:
 - I acknowledge and agree that I, and my 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, and all Rules of the Condominium Corporation, during the term or period of my tenancy, as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act* or the Declaration. I further acknowledge that I have received and read a copy of the Declaration, the By-laws and the Rules of the Condominium Corporation.
- (c) If a lease of a Unit is terminated and not renewed, the Owner shall immediately notify the Corporation in writing.
- (d) If the Owner of a Unit on which Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) holds a mortgage leases his/her Unit, then the Corporation shall notify it of the lease immediately following the Corporation's receipt of notification from the Owner as set out above in sub-paragraph 23(a).
- 24. <u>LESSEE'S LIABILITY</u> -- No lessee shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses and that the lessee is required to pay to it an amount equal to the defaulted payment, in which case the lessee shall deduct from the rent otherwise payable to the Owner an amount equal to the payment in default and shall pay same to the Corporation. If the amount of the Common Expenses is greater than the rent, the lessee shall pay to the Corporation the lesser amount.
- 25. <u>OWNER'S LIABILITY</u> -- Any Owner leasing his/her Unit shall not, as a result, be relieved from any of his/her obligations with respect to the Unit.

PART 6 SERVICES, MAINTENANCE AND REPAIRS

26. PROVISION OF SERVICES

- (a) The Corporation shall provide services to the Common Elements as may be set forth in the By-laws from time to time, which shall include janitorial and other attendant services, snow removal and landscaping. The cost of these services shall be included in the Common Expenses.
- (b) If any equipment that is used to supply heat, electricity, or water and sewage services at any time becomes incapable of fulfilling its function or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such equipment. The Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of any breach of such duty.

27. MAINTENANCE OBLIGATIONS

- (a) The Corporation shall maintain the Common Elements, except for exclusive use Common Elements and except as stated in this paragraph 27. In accordance with Section 90 of the *Act*, the obligation to maintain includes the obligation to repair after normal wear and tear but does not include the obligation to repair after damage (see paragraph 28 below Repair After Damage).
- (b) In the High-Rise Building, the Corporation shall be responsible for the maintenance of the following exclusive use Common Elements: railings on balconies, the structural elements of balconies, the waterproofing elements of the doors providing access to the Residential Units, and windows (except maintenance to the interior surface of such doors and windows, which is the responsibility of the Owner).
- (c) In the High-Rise Building, the Corporation shall maintain the heating, air-conditioning, and ventilation equipment, including thermostatic controls

and air filters, although such equipment has been installed for the sole benefit of a Residential Unit. Maintenance includes regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board. Each Owner shall be liable for any damage due to the malfunction of any equipment servicing his/her Residential Unit or which is within his/her Unit, if such damage is caused by an act or omission of an Owner, his/her agents, lessees, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. Decisions to replace any component associated with any such heating, air-conditioning and ventilation equipment shall be in the sole discretion of the Board.

- (d) Each Owner shall maintain, at his/her own expense, his/her Unit, except as provided for in this paragraph 27.
- (e) With respect to each Owner of a Residential Unit in the Townhouse Buildings, the obligation set out in sub-paragraph 27(d) to maintain his/her Unit shall include, but not be limited to, maintaining:
 - i. the air-conditioning, ventilation and heating units and all ducts and services;
 - ii. all interior and exterior light fixtures;
 - iii. the roof assembly;
 - iv. all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers, which are located within the boundaries of and service only the Unit;
 - v. all walls, windows, screens, doors, steps, decks, fences and other structural components, including, without limitation, the exterior brick or other finishing, of the Unit;
 - vi. the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit; and
 - vii. the front and rear yards, the Parking Space, all landscaping, and walkways of his/her Unit in a clean and sightly condition.
- (f) With respect to each Residential Unit in the Townhouse Buildings, the Owner's obligation to maintain as set out in this paragraph shall not include the obligation to repair after normal wear and tear the shingles on the roof of the Unit. The obligation to repair after normal wear and tear the shingles on the roof of a Residential Unit in the Townhouse Buildings shall be that of the Corporation.
- (g) Each Owner shall maintain any part of the Common Elements of which he/she has exclusive use, except as otherwise provided for in this paragraph 27.
- (h) The Corporation shall satisfy any maintenance obligations that an Owner is obligated to satisfy but does not satisfy within a reasonable time after written notice is given by the Corporation to the Owner. In that event, the Owner shall be deemed to have consented to the satisfaction of his/her maintenance obligations by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance, and all such costs shall bear interest at the rate of 18% per annum compounded annually until paid by the Owner. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to the Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses and are recoverable as such.

Page 9

28. REPAIR AFTER DAMAGE

(a) Subject to paragraph 29 and except as otherwise provided for in this paragraph, the Corporation shall repair the Common Elements and Units after damage resulting from fire or other causes as are required to be insured against under this Declaration or the *Act*, but shall not be obliged to repair after damage any improvements made by or on behalf of an Owner to a Unit.

- (b) The question of what constitutes improvements made to a Unit shall be determined by reference to a standard Unit for the class of Unit to which the Unit belongs. In accordance with the Act, the Board may, by resolution, make a By-law to establish what constitutes a standard Unit for each class of Unit specified in the By-law, for the purpose of determining the responsibility for repairing improvements made after damage and insuring them. Such By-law shall not be effective until the Owners of a majority of the Units in the Corporation vote in favour of confirming it, with or without amendment, and a copy of the By-law has been registered, in accordance with the Act. If the Board does not pass such a By-law, then what constitutes a standard Unit for each class of Unit shall be determined in accordance with the schedule setting out a standard Unit for each class of Unit, which the Declarant shall deliver to the Board as required by the Act.
- (c) Each Owner shall be liable for the cost of repair of any damage due to the malfunction of any equipment servicing his/her Unit that is located within his/her Unit, if such damage is caused by any act or omission of an Owner, his/her agents, lessees, family, invitees or licensees.
- (d) Despite anything to the contrary in this paragraph 28, each Owner shall be responsible for the cost of repair of all damage to other Units and to Common Elements, including exclusive use Common Elements, caused by the Owner's failure to maintain his/her Unit or any exclusive use Common Elements for which the Owner is responsible, or for damage caused by the negligence or wilful act of either the Owner or of any person for whom the Owner is responsible, except any damage for which the repair cost may be recovered under an insurance policy or policies maintained by the Corporation.
- (e) The Corporation shall make any repairs after damage that an Owner is obligated to make but does not make within a reasonable time after written notice is given by the Corporation to the Owner. In that event, the Owner shall be deemed to have consented to having such repairs done by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of 18% per annum compounded annually until paid by the Owner. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to the Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses, and are recoverable as such.
- 29. <u>SUBSTANTIAL DAMAGE</u> -- Where the Corporation has determined, pursuant to Section 123 of the *Act*, that there has been substantial damage to the Buildings, notice to that effect shall be given to the Owners, in accordance with the *Act*. If a decision is made to terminate the government of the Property by the *Act* in the event of substantial damage pursuant to Section 123 of the *Act*, neither the Owners nor the Corporation need repair the damage.
- 30. <u>PLANS AND SPECIFICATIONS</u> -- A complete set of all plans and specifications provided to the Corporation by the Declarant, including any subsequent changes to the Common Elements and approved changes to any Unit, shall be maintained at the office of the Corporation to be used to facilitate rebuilding or repairing and for inspection by any Owner.

PART 7 INSURANCE

31. <u>INSURANCE MAINTAINED BY THE CORPORATION</u>

- (a) Fire and Other Perils. The Corporation shall obtain and maintain insurance against the risk of damage to the Units and Common Elements, and to personal property owned by the Corporation (but excluding improvements made to Units or furnishings, furniture and other personal property belonging to Owners, their family, lessees, invitees or licensees) (the Insured Property), by fire and major perils (as defined in the Act), and such other perils or events as the Board may from time to time deem advisable, in an amount equal to the full replacement cost of the Insured Property without deduction for depreciation, subject to a reasonable deductible.
- (b) <u>Liability Insurance</u>. The Corporation shall obtain and maintain comprehensive public liability insurance, for a minimum amount of \$1,000,000.00, or such higher limits that may be determined by the Board, insuring the Corporation against risks of:
 - i. liability resulting from its acts or omissions, including breach of duty as occupier of the Common Elements or of land that the Corporation holds as an asset; and
 - ii. liability arising from ownership, use or operation by it, or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

to the extent and on such terms as the Board deems advisable.

- (c) <u>Directors and Officers Insurance</u>. The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, which indemnifies them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify against any liability, cost, charge or expense that a director sustains in an action or other proceeding as a result of which he or she is judged to be in breach of the duty to act honestly and in good faith.
- 32. <u>CONTENTS OF POLICIES</u> -- Such policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements that shall be subject to the provisions of this Declaration and the Insurance Trust Agreement, and shall contain the following provisions:
 - (a) waivers of subrogation against the Corporation, its directors, officers, manager, agents and employees, and against the Owners, and their agents, lessees, family, invitees, or licensees;
 - (b) such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days prior written notice by registered mail to all parties whose interests appear in such policy or policies, and to the Insurance Trustee;
 - (c) waiver of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured, if reasonably available;
 - (d) a clause to the effect that such policy or policies shall be primary insurance in respect of any other insurance carried by the Owner; and
 - (e) waiver of the insurer's right to require repairs, rebuilding or replacing, if, after damage, the governing of the Property by the *Act* is terminated.

33. GENERAL PROVISIONS REGARDING INSURANCE

(a) Prior to obtaining any insurance policy, or any renewal of an insurance policy, or at such other times as the Board may deem advisable, the Board shall obtain from an independent qualified appraiser an appraisal of the full replacement cost of the Buildings. The cost of such appraisal

- shall be a Common Expense. No appraisal shall be necessary with respect to the initial policies placed by the Declarant.
- (b) Subject to the Insurance Trust Agreement, the Corporation shall have the right to adjust any loss and settle any claim with respect to insurance placed, or renewed, by the Corporation and to give such releases as are required. All claimants, including the Owner of a damaged Unit, shall be bound by such settlement. The Corporation may authorize an Owner to adjust any loss to his/her Unit.
- (c) Every mortgagee of a Unit shall be deemed to have waived any right to have proceeds of any insurance applied on account of the mortgage.
- (d) A certificate or memorandum of all insurance policies, endorsements and renewals shall be provided to each Owner and mortgagee. The original policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained, or renewed, by the Corporation, or to direct that a loss shall be payable in any manner other than as provided in the Declaration or the Insurance Trust Agreement.
- 34. <u>INSURANCE MAINTAINED BY THE INDIVIDUAL OWNERS</u> -- The insurance set out in paragraph 33 is the only insurance required to be obtained and maintained by the Corporation. The following insurance, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by an Owner:
 - (a) Insurance for the risk of:
 - i. damage to any additions or improvements made to the Unit;
 - ii. damage to and loss of furnishings, fixtures, equipment, decorating and personal property within his/her Unit;
 - iii. damage to and loss of his/her personal property and chattels stored elsewhere on the Property, including his/her automobile or automobiles; and
 - iv. loss of use and occupancy of his/her Unit in the event of damage.

If obtained, such policies of insurance shall contain waivers of subrogation against the Corporation, its directors, officers, manager, agents and employees, and against the other Owners and their agents, lessees, family, invitees or licensees.

- (b) Public liability insurance covering any liability of an Owner and his/her agents, lessees, family, invitees or licensees, to the extent not covered by any public liability insurance obtained and maintained by the Corporation.
- 35. INDEMNIFICATION BY OWNERS -- Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability (including any legal fees and expenses associated with any claim or action) which the Corporation may suffer or incur as a result of any act or omission of such Owner, or of his/her servants, agents, lessees, family, invitees or licensees, which gives rise to or is connected in any way to any damage, loss or injury to the Common Elements (or portion of the Common Elements) or to any Unit, except for any loss, costs, damage, injury or liability actually insured against by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by such Owner and are recoverable as such.
- 36. INDEMNIFICATION BY OWNERS FOR REPAIR COST AND DEDUCTIBLE -Despite the exception to the Owner's obligation to indemnify set out in
 paragraph 35, if an insurance policy obtained by the Corporation contains a
 deductible clause that limits the amount payable by the insurer, and if an Owner,
 lessee of an Owner, or a person residing in the Owner's Residential Unit with the
 permission or knowledge of the Owner causes damage to the Owner's Unit, then

Page 12

the Owner shall indemnify the Corporation in an amount that is the lesser of the cost of repairing the damage to the Owner's Unit and the deductible limit of the insurance policy obtained by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by the Owner and are recoverable as such.

37. <u>INSURANCE TRUST AGREEMENT</u> -- The Corporation shall enter into and at all times maintain an insurance trust agreement with a trust company, registered under the *Loan and Trust Corporations Act*, or a Canadian chartered bank. This agreement shall provide that the trustee shall hold all insurance proceeds from insurance obtained under paragraph 31(a) in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the *Act*. Despite the foregoing and in accordance with the *Act*, where insurance proceeds are less than 15% of the replacement cost of the property covered by the policy, the proceeds shall be payable to the Corporation, or as it directs, and not to the Insurance Trustee.

The Corporation may terminate the Insurance Trust Agreement by giving at least 60 days notice in writing of the termination date to the Insurance Trustee.

PART 9 GENERAL MATTERS

38. RIGHTS OF ENTRY

- (a) The Corporation or any insurer of the Property or of any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the exclusive use Common Elements, at all reasonable times and upon giving reasonable notice, for the purposes of carrying out the objects and duties of the Corporation or to exercise the powers of the Corporation.
- (b) The Corporation or any insurer of the Property or of any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled, where necessary, to enter any Unit or any part of the Common Elements over which the Owner of such Unit has the exclusive use, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the Units below.
- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a Unit at any time without notice, for the purpose of repairing the Unit, the Common Elements or any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition that might result in damage or loss to the Property or to the Building or any assets of the Corporation. The Corporation, or anyone authorized by it, may determine whether such an emergency exists.
- (d) If an Owner, resident or lessee of a Unit is not personally present to grant entry, then the Corporation, or its agents, employees or authorized representatives may enter such Unit without rendering the Corporation, or its agents, employees or authorized representatives liable to any claim or cause of action for damages by reason of such entry, provided that they exercise reasonable care.
- (e) The rights and authority reserved to the Corporation and to any insurer, and their agents, employees or authorized representatives, as set out in this paragraph 38, do not impose any responsibility or liability for the care or supervision of any Unit, except as specifically provided in the Declaration or the By-laws.
- 39. <u>INVALIDITY</u> -- Each of the provisions of this Declaration being independent and severable, the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not impair or affect the validity or enforceability of the remainder of this Declaration.
- 40. <u>STATUTORY REFERENCES</u> -- Any reference to a section or sections of the *Act* in this Declaration, or in any By-laws or Rules, shall be read and construed as a

DECLARATION Page 13

reference to the identical or similarly appropriate section or sections, as the case may be, of any successor legislation to the *Act*.

- 41. <u>WAIVER</u> -- The failure to take action to enforce any provision contained in the *Act*, the Declaration, the By-laws, or the Rules, irrespective of the number of violations of same that may occur, shall not constitute a waiver of the right to enforce thereafter, nor be deemed to abrogate or waive any such provision.
- 42. NOTICE -- Notice shall be given:
 - (a) to an Owner or mortgagee, in accordance with the Act.
 - (b) to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service, or by facsimile transmission, or by electronic mail.

If such notice is mailed as set out above in this paragraph, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. If such notice is given by facsimile transmission, then the same shall be effective on the day on which the facsimile transmission is made.

43. OWNERS, ETC. SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS -- All present and future Owners, members of their households, lessees, guests, invitees and licensees shall be subject to and comply with this Declaration, the By-laws, the Rules and any lawful amendments to them.

IN WITNESS WHEREOF the Declarant has affixed its corporate seal under the hands of its proper officers duly authorized in that behalf this 28th day of March, 2003.

SHERMOUNT CO-OPERATIVE HOUSING DEVELOPMENT CORPORATION

Per:

Name: GILLES PARADIS

Title:

President

Per:

Name: JANET MUNROE

Title: Vi

Vice President

We have the authority to bind the Corporation.

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Legal Description of the Property

Part of Block X on Registered Plan 5633, City of Toronto (formerly North York), more particularly designated as Parts 1 and 2 on Reference Plan 66R-20305, registered in the Land Titles Division of the Toronto Registry Office (No.66).

Part 2, Plan 66R-20305, subject to Easement in favour of The Bell Telephone Company of Canada as set out in Instrument Number NY256445 and continued under Notice of Claim registered by Bell Canada as Instrument Number TR003959.

Together with an Easement over and upon Part of Block X, Plan 5633, City of Toronto (formerly North York), designated as Part 3, Plan 66R-20305, as set out in Instrument Number CA728934.

Being all of Property Identification Number 10223-0085 (LT).

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

Messrs. Iler Campbell, solicitors and duly authorized agents for:

SHERMOUNT CO-OPERATIVE HOUSING DEVELOPMENT CORPORATION

Date: March 27, 2003

er:

Brian Iler, Esq

CONSENT OF MORTGAGEE

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

- 1. Bank of Montreal has two registered mortgages within the meaning of clause 7(2)(b) of the Condominium Act, 1998 (the Act), registered as Instrument Numbers CA728938 and CA728940 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. Bank of Montreal consents to the registration of this Declaration pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. Bank of Montreal postpones each mortgage and the interests under each mortgage to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. Bank of Montreal is entitled by law to grant this consent and postponement.

DATED this 215^{+} day of January, 2003.

BANK OF MONTREAL

Per:

Name: Francis So
Title: Account Manager

Per:

Name: Naomi Rosenberg Account Manager

We/I have the authority to bind the Corporation.

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SCHEDULE "B"

TO THE DECLARATION OF SHERMOUNT CO-OPERATIVE HOUSING DEVELOPMENT CORPORATION

CONSENT OF CHARGEE

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

- 1. St. Paul Guarantee Insurance Company (formerly London Guarantee Insurance Company, whose name was changed to St. Paul Guarantee Insurance Company pursuant to **Instrument No.** AT-83155) has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "Act") registered as **Instrument Number TR-077938** in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. St. Paul Guarantee Insurance Company hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. St. Paul Guarantee Insurance Company hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.
- 4. St. Paul Guarantee Insurance Company is entitled by law to grant this consent and postponement.

DATED this 16th day of January, 2003.

ST. PAUL GUARANTEE INSURANCE COMPANY

Per:

Name: Denise Kim
Title: Underwriter

Per:

Name: Ross A. Ewen

Title:

Vice-President

I/We have the authority to bind the Corporation.

CONSENT OF MORTGAGEE

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

- 1. Canada Lands Company CLC Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act*, 1998 (the *Act*), registered as Instrument Number CA728941 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. Canada Lands Company CLC Limited consents to the registration of this Declaration pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- Canada Lands Company CLC Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- Canada Lands Company CLC Limited is entitled by law to grant this consent and postponement.

DATED this 1 day of March, 2003

CANADA LANDS COMPANY CLC LIMITED

Per:

Name: Robert Howald

Title: General Manager, Real Estate

Ontario

I have the authority to bind the Corporation.

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CONSENT OF MORTGAGEE

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

- 1. Canada Lands Company CLC Limited, pursuant to an assignment of charge from Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) registered in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument Number CA728944, has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 (the Act), registered as Instrument Number CA728943 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. Canada Lands Company CLC Limited consents to the registration of this Declaration pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- Canada Lands Company CLC Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- Canada Lands Company CLC Limited is entitled by law to grant this consent and postponement.

DATED this 21 day of March, 2003

CANADA LANDS COMPANY, CLC LIMITED

Per:

Name: Robert Howald

Title: General Manager, Real Estate

Ontario

I have the authority to bind the Corporation.

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CONSENT OF MORTGAGEE

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

- 1. Deltera Construction Limited has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the *Act*), registered as Instrument Number CA728942 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. Deltera Construction Limited consents to the registration of this Declaration pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. Deltera Construction Limited postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. Deltera Construction Limited is entitled by law to grant this consent and postponement.

DATED this 23 day of January, 2003.

Per:
Name: SAM LAZAROPF
Title: President

Per:
Name: Title:

We/I have the authority to bind the Corporation.

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SCHEDULE C Page 20

SCHEDULE C TO DECLARATION

Boundaries of Units

HIGHRISE RESIDENTIAL UNITS

(Being Units 1-31 both inclusive, Units 83 and 84 on Level 1, Units 1-47 both inclusive on Level 2, Units 1-47 both inclusive on Levels 3 to 6 inclusive, Units 1-41 both inclusive on Level 7, Units 1-41 both inclusive on Level 8, Units 1-15 both inclusive on Level 9, Units 1-15 both inclusive on Level 10, as illustrated in Part 1 on Sheets 1, 2, 3, 4, 5, 6, 7, of the description filed concurrently herewith.)

- (a) Each High-rise Residential Unit is bounded vertically by:
 - (i) the upper surface of the concrete floor slab beneath the Unit; and
 - (ii) the lower surface of the concrete ceiling slab above the Unit.
- (b) Each High-rise Residential Unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing Units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces and elevators.
- (c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.

TOWNHOUSE RESIDENTIAL UNITS

(Being **Units 32-82** both inclusive on **Level 1**, as illustrated in Part 1 on Sheet 1 on the Description filed concurrently herewith.)

- (a) Each Townhouse Residential Unit is bounded horizontally by:
 - (i) centre line of double stud demising wall and its production;
 - (ii) vertical plane controlled by measurement; and
 - (iii) line and face of concrete, concrete block or brick wall and its production as illustrated in Part 1 on Sheet 1.
- (b) Each Townhouse Residential Unit is not bounded vertically except in the vicinity of the roof where the boundary shall be the upper surface of wood roof joists.

PARKING UNITS (Being Units 1-88 both inclusive on Level A, Units 1-196 both inclusive on Level B, as illustrated in Part 1 Sheets 8, 9 of the Description filed concurrently herewith.)

The boundaries of each Parking Unit shall be:

- (a) the unfinished upper surface or unit side of the concrete floor slab beneath such Unit; and
- (b) a plane distant 1.9 metres above the concrete floor slab and measured perpendicularly therefrom; and
- (c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and
- (d) the vertical planes formed by:
 - (i) the face of columns; and
 - (ii) the production of the face of masonry walls or columns; and
 - (iii) joining the centre line of the concrete columns and their production; and
 - (iv) the centre line of column and measurements; and
 - (v) measurements from the concrete columns and walls as illustrated on Part 1 Sheets 8, 9 of the Description filed concurrently herewith; and
 - (vi) the centreline of concrete columns

LOCKER UNITS

(Being **Units 89-192** both inclusive on **Level A, Units 197-345** both inclusive on **Level B**, as illustrated in Part 1 on Sheets 8, 9 of the of the Description filed concurrently herewith.)

- (a) Locker Units are bounded vertically by:
 - (i) The upper unfinished surface of concrete slab beneath the Unit; and

- (ii) The lower surface or unit side face of the wire mesh ceiling above said Locker Units.
- (b) Locker Units are bounded horizontally by:
 - (i) The unit side face of wire mesh;
 - (ii) The backside surface of drywall; and
 - (iii) The unit side face of concrete or masonry walls.

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 in Part 1 on Sheets1 to 9 both inclusive of the Description.

Date: March 3 / 2003

I. M. PASTUSHAK LIMITED

I. M. Pastushak, O.L.S

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

PROPORTIONATE INTEREST IN COMMON ELEMENTS AND PROPORTIONATE SHARE OF COMMON EXPENSES (BY UNIT AND LEVEL NUMBER)

			PROPORTION OF COMMON INTERESTS AND EXPENSES					
UNIT TYPE	UNIT NO.	LEVEL	(expresse					
HIGHRISE DWELLING UNIT	4							
HIGHRISE DWELLING UNIT	1	1	0.2337479	X	1	=	0.233747	
HIGHRISE DWELLING UNIT	2 3	1	0.2337479	X	1	=	0.233747	
HIGHRISE DWELLING UNIT	4	1	0.1814776	X	1	=	0.181477	
HIGHRISE DWELLING UNIT	5	1	0.187938	X	1	=	0.18793	
HIGHRISE DWELLING UNIT	6	1	0.1847078	X	1	=	0.184707	
HIGHRISE DWELLING UNIT	7	1	0.1791284	X	1	=	0.179128	
HIGHRISE DWELLING UNIT	8	1	0.316558	X	1	=	0.31655	
HIGHRISE DWELLING UNIT	9	1	0.3509154 0.2816133	X	1	=	0.350915	
HIGHRISE DWELLING UNIT	10	1	0.1356677	X X	1	=	0.281613	
HIGHRISE DWELLING UNIT	11	1	0.2325733	X	1	=	0.135667	
HIGHRISE DWELLING UNIT	12	1	0.1747236	X	, 1		0.2325733	
HIGHRISE DWELLING UNIT	13	1	0.1262708	X	1	=	0.1747236	
HIGHRISE DWELLING UNIT	14	1	0.3086294	X	1	=	0.1262708	
HIGHRISE DWELLING UNIT	15	1	0.3086294	X	1	=	0.3086294	
HIGHRISE DWELLING UNIT	16	1	0.1180485	X			0.3086294	
HIGHRISE DWELLING UNIT	17	1	0.1732553	X	1	=	0.118048	
HIGHRISE DWELLING UNIT	18	1	0.3086294		1	=	0.173255	
HIGHRISE DWELLING UNIT	19	1	0.1262708	×	1	=	0.3086294	
HIGHRISE DWELLING UNIT	20	1	0.1747236	X	1	=	0.1262708	
HIGHRISE DWELLING UNIT	21	1	0.1835332		1	=	0.1747236	
HIGHRISE DWELLING UNIT	22	1	0.1850015	X X	1	=	0.1835332	
IGHRISE DWELLING UNIT	23	1			1	=	0.1850015	
IGHRISE DWELLING UNIT	24	1	0.2816133	X	1	=	0.2816133	
IGHRISE DWELLING UNIT	25	1	0.3509154 0.316558	X	1	=	0.3509154	
IIGHRISE DWELLING UNIT	26	1	0.1791284	X	1	=	0.316558	
IIGHRISE DWELLING UNIT	27	1	0.1847078	×	1	=	0.1791284	
IIGHRISE DWELLING UNIT	28	1	0.187938		1	=	0.1847078	
IGHRISE DWELLING UNIT	29	1	0.1814776	X	1	=	0.187938	
IGHRISE DWELLING UNIT	30	1	0.2337479	X X	1	=	0.1814776	
IGHRISE DWELLING UNIT	31	1	0.2337479	X	1	=	0.2337479	
OWRISE DWELLING UNIT	32	1	0.1964539	X	1	=	0.2337479	
OWRISE DWELLING UNIT	33	1	0.1679696	X	1	=	0.1964539	
OWRISE DWELLING UNIT	34	1	0.1679696		1	=	0.1679696	
OWRISE DWELLING UNIT	35	1	0.1679696	X	1	=	0.1679696	
OWRISE DWELLING UNIT	36	1	0.1679696	X	1	=	0.1679696	
OWRISE DWELLING UNIT	37	1	0.1679696	X	1	=	0.1679696	
OWRISE DWELLING UNIT	38	1	0.1679696	X	1	=	0.1679696	
OWRISE DWELLING UNIT	39	1	0.1679696	X	1	=	0.1679696	
OWRISE DWELLING UNIT	40	1		X	1	=	0.1679696	
OWRISE DWELLING UNIT	41	1	0.1941047 0.2143668	X	1	=	0.1941047	
OWRISE DWELLING UNIT	42	1	0.2143668	X	1	=	0.2143668	
OWRISE DWELLING UNIT	43	1	0.2143668	X	1	=	0.2143668	
WRISE DWELLING UNIT	44	1		X	1	=	0.1941047	
WRISE DWELLING UNIT	45	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	46	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	47	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	48	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	49	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	50		0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	51	1 1	0.1941047	X	1	=	0.1941047	
WRISE DWELLING UNIT	52		0.2143668	X	1	=	0.2143668	
WRISE DWELLING UNIT	53	1	0.2143668	X	1	=	0.2143668	
WRISE DWELLING UNIT		1	0.1941047	X	1	Ξ	0.1941047	
WRISE DWELLING UNIT	54 55	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT		1	0.1852951	X	1	=	0.1852951	
WRISE DWELLING UNIT	56 57	1	0.1852951	X	1	=	0.1852951	
WRISE DWELLING UNIT	57 58	1	0.1941047	X	1	=	0.1941047	
WRISE DWELLING UNIT		1	0.1941047	X	1	=	0.1941047	
WRISE DWELLING UNIT	59 60	1	0.1679696	X	1	=	0.1679696	
WRISE DWELLING UNIT	60 61	1	0.1679696	Х	1	==	0.1679696	
	61	1	0.1941047	Х	1	=	0.1941047	

SCHEDULE D

IINIT TYPE	111100 1100		PROPORTION OF COMMON INTERESTS AND EXPENSES					
LOWRISE DWELLING UNIT	UNIT NO.	LEVEL	(expressed as percentages to each unit)					
	62	1	0.2143668	Х	1	=	0.2143668	
LOWRISE DWELLING UNIT	63	1	0.2143668	Х	1	=	0.2143668	
LOWRISE DWELLING UNIT	64	1	0.1941047	Х	1	=	0.1941047	
LOWRISE DWELLING UNIT	65	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	66	1	0.1679696	Χ	1	=	0.1679696	
LOWRISE DWELLING UNIT	67	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	68	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	69	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	70	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	71	1	0.1941047	Х	1	=	0.194104	
LOWRISE DWELLING UNIT	72	1	0.2143668	Χ	1	=	0.214366	
LOWRISE DWELLING UNIT	73	1	0.2143668	Х	1	=	0.214366	
LOWRISE DWELLING UNIT	74	1	0.1941047	Χ	1	=	0.194104	
LOWRISE DWELLING UNIT	75	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	76	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	77	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	78	1	0.1679696	Х	1	=	0.167969	
LOWRISE DWELLING UNIT	79	1	0.1679696	Х	1	=	0.167969	
LOWRISE DWELLING UNIT	80	1	0.1679696	Х	1	=	0.1679696	
LOWRISE DWELLING UNIT	81	1	0.1679696	Χ	1	=	0.1679696	
LOWRISE DWELLING UNIT	82	1	0.1964539	X	1	=	0.1964539	
HIGHRISE DWELLING UNIT	83	1	0.1850015	Х	1	=	0.1850015	
HIGHRISE DWELLING UNIT	84	1	0.187938	Х	1	=	0.187938	
HIGHRISE DWELLING UNIT	1	2-6 incl.	0.2035016	Х	5	=	1.017508	
HIGHRISE DWELLING UNIT	2	2-6 incl.	0.1850015	Х	5	=	0.925007	
HIGHRISE DWELLING UNIT	3	2-6 incl.	0.187938	Х	5	=	0.93969	
HIGHRISE DWELLING UNIT	4	2-6 incl.	0.1850015	Χ	5	=	0.9250075	
HIGHRISE DWELLING UNIT	5	2-6 incl.	0.2337479	X	5	=	1.1687395	
HIGHRISE DWELLING UNIT	6	2-6 incl.	0.2337479	Х	5	=	1.1687395	
HIGHRISE DWELLING UNIT	7	2-6 incl.	0.1814776	Χ	5	=	0.907388	
HIGHRISE DWELLING UNIT	8	2-6 incl.	0.187938	Х	5	=	0.93969	
HIGHRISE DWELLING UNIT	9	2-6 incl.	0.2525417	Х	5	=	1.2627085	
HIGHRISE DWELLING UNIT	10	2-6 incl.	0.1791284	Х	5	=	0.895642	
HIGHRISE DWELLING UNIT	11	2-6 incl.	0.316558	Χ	5	=	1.58279	
IIGHRISE DWELLING UNIT IIGHRISE DWELLING UNIT	12	2-6 incl.	0.3509154	X	5	=	1.754577	
IIGHRISE DWELLING UNIT	13	2-6 incl.	0.2816133	Х	5	=	1,4080665	
IIGHRISE DWELLING UNIT	14	2-6 incl.	0.1356677	Х	. 5	=	0.6783385	
IGHRISE DWELLING UNIT	15	2-6 incl.	0.2325733	Х	5	=	1.1628665	
IGHRISE DWELLING UNIT	16	2-6 incl.	0.1747236	Х	5	Ξ	0.873618	
IGHRISE DWELLING UNIT	17	2-6 incl.	0.1262708	Х	5	=	0.631354	
IGHRISE DWELLING UNIT	18	2-6 incl.	0.3086294	Х	5	=	1.543147	
IGHRISE DWELLING UNIT	19	2-6 incl.	0.3086294	Х	5	=	1.543147	
IGHRISE DWELLING UNIT	20	2-6 incl.	0.1180485	Х	5	=	0.5902425	
	21	2-6 incl.	0.1732553	Χ	5	=	0.8662765	
IGHRISE DWELLING UNIT	22	2-6 incl.	0.2498988	X	5	=	1.249494	
IGHRISE DWELLING UNIT	23	2-6 incl.	0.2645814	Χ	5	=	1.322907	
IGHRISE DWELLING UNIT	24	2-6 incl.	0.1485885	Х	5	=	0.7429425	
IGHRISE DWELLING UNIT	25	2-6 incl.	0.187938	X	5	=	0.93969	
GHRISE DWELLING UNIT	26	2-6 incl.	0.2466686	X	5	=	1.233343	
IGHRISE DWELLING UNIT	27	2-6 incl.	0.2355098	Х	5	=	1.177549	
GHRISE DWELLING UNIT	28	2-6 incl.	0.1732553	X	5	=	0.8662765	
GHRISE DWELLING UNIT	29	2-6 incl.	0.1180485	X	5	=	0.5902425	
GHRISE DWELLING UNIT	30	2-6 incl.	0.3086294	Х	5	=	1.543147	
GHRISE DWELLING UNIT	31	2-6 incl.	0.3086294	Х	5	=	1.543147	
GHRISE DWELLING UNIT	32	2-6 incl.	0.1262708	Х	5	=	0.631354	
GHRISE DWELLING UNIT	33	2-6 incl.	0.1747236	Х	5	=	0.873618	
GHRISE DWELLING UNIT	34	2-6 incl.	0.1835332	Х	5	=	0.917666	
GHRISE DWELLING UNIT	35	2-6 incl.	0.1850015	X	5	=	0.9250075	
GHRISE DWELLING UNIT	36	2-6 incl.	0.2816133	X	5	=	1.4080665	
GHRISE DWELLING UNIT	37	2 C in al	0.000.00.					
GHRISE DWELLING UNIT	37	2-6 incl.	0.3509154	Х	5	=	1.754577	

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SCHEDULE D Page 24

UNIT TYPE	UNIT NO.	LEVEL	INT	ERESTS	AND	COMMONEXPENSES	6
HIGHRISE DWELLING UNIT	39	2-6 incl.	0.1791284	X	5	=	0.895642
HIGHRISE DWELLING UNIT	40	2-6 incl.	0.2525417	Х	5		1.2627085
HIGHRISE DWELLING UNIT	41	2-6 incl.	0.187938	Х	5	=	0.93969
HIGHRISE DWELLING UNIT	42	2-6 incl.	0.1814776	Х	5	=	0.907388
HIGHRISE DWELLING UNIT	43	2-6 incl.	0.2337479	Х	5	=	1.1687395
HIGHRISE DWELLING UNIT	44	2-6 incl.	0.2337479	Х	5	=	1.1687395
HIGHRISE DWELLING UNIT	45	2-6 incl.	0.2610576	Х	5	=	1.305288
HIGHRISE DWELLING UNIT	46	2-6 incl.	0.2986452	Х	5	==	1.493226
HIGHRISE DWELLING UNIT	47	2-6 incl.	0.209962	Х	5	=	1.04981
HIGHRISE DWELLING UNIT HIGHRISE DWELLING UNIT	1	7	0.2035016	Χ	1	***	0.2035016
HIGHRISE DWELLING UNIT	2	7	0.1850015	Х	1	=	0.1850015
HIGHRISE DWELLING UNIT	3	7	0.187938	Х	1	=	0.187938
HIGHRISE DWELLING UNIT	4	7	0.1850015	Х	1	=	0.1850015
HIGHRISE DWELLING UNIT	5	7	0.2337479	Х	1	=	0.2337479
HIGHRISE DWELLING UNIT	6	7	0.2337479	Х	1	=	0.2337479
HIGHRISE DWELLING UNIT	7	7	0.1814776	Х	1	=	0.1814776
HIGHRISE DWELLING UNIT	8 9	7	0.187938	Х	1	=	0.187938
HIGHRISE DWELLING UNIT	10	7	0.275153	Х	1	=	0.275153
HIGHRISE DWELLING UNIT	11	7 7	0.3236057	X	1	=	0.3236057
HIGHRISE DWELLING UNIT	12	7	0.1356677	X	1	=	0.1356677
HIGHRISE DWELLING UNIT	13	7	0.2325733	X	1	=	0.2325733
HIGHRISE DWELLING UNIT	14	7	0.1747236 0.1262708	X	1	=	0.1747236
IIGHRISE DWELLING UNIT	15	7	0.3086294	X	1	=	0.1262708
IGHRISE DWELLING UNIT	16	7	0.3086294	X X	1	=	0.3086294
IIGHRISE DWELLING UNIT	17	7	0.1180485	X	1	=	0.3086294
IIGHRISE DWELLING UNIT	18	7	0.1732553	X	1	=	0.1180485
IGHRISE DWELLING UNIT	19	7	0.2498988	X	1	=	0.1732553
IGHRISE DWELLING UNIT	20	7	0.2645814	X		-	0.2498988
IGHRISE DWELLING UNIT	21	7	0.1485885	X	1	_	0.2645814
IGHRISE DWELLING UNIT	22	7	0.187938	X	1	_	0.1485885
IGHRISE DWELLING UNIT	23	7	0.2466686	X	1	=	0.187938
IGHRISE DWELLING UNIT	24	7	0.2355098	X	1	=	0.2466686
GHRISE DWELLING UNIT	25	7	0.1732553	X	1	=	0.2355098 0.1732553
GHRISE DWELLING UNIT	26	7	0.1180485	X	1	=	0.1180485
GHRISE DWELLING UNIT	27	7	0.3086294	Х	1	=	0.3086294
GHRISE DWELLING UNIT	28	7	0.3086294	Х	1	=	0.3086294
GHRISE DWELLING UNIT	29	7	0.1262708	Х	1	=	0.1262708
GHRISE DWELLING UNIT	30	7	0.1747236	Х	1	=	0.1747236
GHRISE DWELLING UNIT	31	7	0.1835332	Х	1	=	0.1835332
GHRISE DWELLING UNIT	32	7	0.1850015	Х	1	=	0.1850015
GHRISE DWELLING UNIT GHRISE DWELLING UNIT	33	7	0.3236057	Х	1	=	0.3236057
SHRISE DWELLING UNIT	34	7	0.2789704	Х	1	=	0.2789704
SHRISE DWELLING UNIT	35	7	0.187938	Х	1	=	0.187938
SHRISE DWELLING UNIT	36	7	0.1814776	Х	1	=	0.1814776
SHRISE DWELLING UNIT	37	7	0.2337479	Х	1	=	0.2337479
SHRISE DWELLING UNIT	38	7	0.2337479	Х	1	=	0.2337479
SHRISE DWELLING UNIT	39	7	0.2610576	Х	1	=	0.2610576
SHRISE DWELLING UNIT	40 41	7 7	0.2986452	X	1	=	0.2986452
SHRISE DWELLING UNIT			0.209962	Х	1	=	0.209962
SHRISE DWELLING UNIT	1 2	8	0.2035016	Х	1	=	0.2035016
SHRISE DWELLING UNIT	3	8	0.1850015	Х	1	=	0.1850015
HRISE DWELLING UNIT	4	8	0.187938	X	1	=	0.187938
HRISE DWELLING UNIT	5	8	0.1850015	Х	1	=	0.1850015
HRISE DWELLING UNIT	6	8	0.2337479	Х	1	=	0.2337479
HRISE DWELLING UNIT	7	8 8	0.2337479	X	1	=	0.2337479
HRISE DWELLING UNIT	8	8	0.1814776	X	1	=	0.1814776
HRISE DWELLING UNIT	9	8	0.187938	X	1	=	0.187938
HRISE DWELLING UNIT HRISE DWELLING UNIT	10	8	0.275153 0.3236057	X X	1	Total Control	0.275153

SCHEDULE D Page 25

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)					
HIGHRISE DWELLING UNIT	12	8	0.1835332	X	1	=	= 0.1835332	
HIGHRISE DWELLING UNIT	13	8	0.1747236	X	1	=	0.1747236	
HIGHRISE DWELLING UNIT	14	8	0.1262708	Х	1	=	0.1262708	
HIGHRISE DWELLING UNIT	15	8	0.3086294	Х	1	=	0.3086294	
HIGHRISE DWELLING UNIT	16	8	0.3086294	Х	1	=	0.3086294	
HIGHRISE DWELLING UNIT	17	8	0.1180485	Х	1	=	0.1180485	
HIGHRISE DWELLING UNIT	18	8	0.1732553	Х	1	=	0.1732553	
HIGHRISE DWELLING UNIT	19	8	0.2498988	Х	1	=	0.2498988	
HIGHRISE DWELLING UNIT	20	8	0.2645814	Х	1	=	0.2645814	
HIGHRISE DWELLING UNIT	21	8	0.1485885	X	1	=	0.1485885	
HIGHRISE DWELLING UNIT	22	8	0.187938	X	1	=	0.187938	
HIGHRISE DWELLING UNIT	23	8	0.2466686	Х	1	=	0.2466686	
HIGHRISE DWELLING UNIT	24	8	0.2355098	Х	1	=	0.2355098	
HIGHRISE DWELLING UNIT	25	8	0.1732553	X	1	=	0.1732553	
HIGHRISE DWELLING UNIT	26	8	0.1180485	X	1	=	0.1180485	
HIGHRISE DWELLING UNIT	27	8	0.3086294	X	1	=	0.3086294	
HIGHRISE DWELLING UNIT	28	8	0.3086294	X	1	=		
HIGHRISE DWELLING UNIT	29	8	0.1262708	X	1	=	0.3086294	
HIGHRISE DWELLING UNIT	30	8	0.1747236	×	1	=	0.1262708	
HIGHRISE DWELLING UNIT	31	8	0.1835332	X	1	=	0.1747236	
HIGHRISE DWELLING UNIT	32	8	0.1850015	X	1	=	0.1835332	
HIGHRISE DWELLING UNIT	33	8	0.3236057	X	1	=	0.1850015	
HIGHRISE DWELLING UNIT	34	8	0.2789704	X			0.3236057	
HIGHRISE DWELLING UNIT	35	8	0.187938	×	1	=	0.2789704	
HIGHRISE DWELLING UNIT	36	8	0.1814776	×	1	=	0.187938	
HIGHRISE DWELLING UNIT	37	8	0.2337479	X	1	=	0.1814776	
HIGHRISE DWELLING UNIT	38	8	0.2337479		1	=	0.2337479	
HIGHRISE DWELLING UNIT	39	8	0.2610576	X	1	=	0.2337479	
HIGHRISE DWELLING UNIT	40	8	0.2986452	X	1	=	0.2610576	
HIGHRISE DWELLING UNIT	41	8	0.209962	×	1	=	0.2986452 0.209962	
HIGHRISE DWELLING UNIT	1	9	0.2035016	х	1	×	0.2035016	
HIGHRISE DWELLING UNIT	2	9	0.1850015	X	1	=	0.1850015	
HIGHRISE DWELLING UNIT	3	9	0.187938	X	1	=	0.187938	
HIGHRISE DWELLING UNIT	4	9	0.3594314	X	1	=	0.167936	
HIGHRISE DWELLING UNIT	5	9	0.3291851	X	1	=	0.3291851	
HIGHRISE DWELLING UNIT	6	9	0.1453583	X	1	=	0.1453583	
HIGHRISE DWELLING UNIT	7	9	0.1832395	X	1	=		
IIGHRISE DWELLING UNIT	8	9	0.1485885	X	1	=	0.1832395	
IGHRISE DWELLING UNIT	9	9	0.187938	X	1	=	0.1485885	
IGHRISE DWELLING UNIT	10	9	0.2466686	X	1		0.187938	
IGHRISE DWELLING UNIT	11	9	0.397019	X	1	=	0.2466686	
IGHRISE DWELLING UNIT	12	9	0.3594314	X		=	0.397019	
IGHRISE DWELLING UNIT	13	9	0.187938		1	=	0.3594314	
IGHRISE DWELLING UNIT	14	9	0.1850015	X	1	=	0.187938	
GHRISE DWELLING UNIT	15	9	0.209962	X X	1	=	0.1850015 0.209962	
GHRISE DWELLING UNIT	1	10	0.2308113	х	1	=	0.0000440	
GHRISE DWELLING UNIT	2	10	0.2096683	X	1		0.2308113	
GHRISE DWELLING UNIT	3	10	0.2131921	X	1	=	0.2096683	
GHRISE DWELLING UNIT	4	10	0.3892655	X	1	=	0.2131921	
GHRISE DWELLING UNIT	5	10	0.3562012	X		=	0.3892655	
GHRISE DWELLING UNIT	6	10	0.1647394	X	1	****	0.3562012	
GHRISE DWELLING UNIT	7	10	0.2079064		1	=	0.1647394	
GHRISE DWELLING UNIT	8	10	0.1685569	X	1	=	0.2079064	
GHRISE DWELLING UNIT	9	10		X	1	=	0.1685569	
GHRISE DWELLING UNIT	10	10	0.2131921	X	1	=	0.2131921	
GHRISE DWELLING UNIT	11	10	0.2795577	X	1	=	0.2795577	
GHRISE DWELLING UNIT	12	10	0.4296145	X	1	=	0.4296145	
GHRISE DWELLING UNIT	13	10	0.3890904	X	1	=	0.3890904	
GHRISE DWELLING UNIT	14	10	0.2131921	X	1	=	0.2131921	
GHRISE DWELLING UNIT	15	10	0.2096683	X	1	=	0.2096683	
		10	0.2381527	X	1	=	0.2381527	



UNIT TYPE	UNIT NO.	LEVEL		RESTS	N OF C AND EX centage:	PENSE	s
PARKING UNIT	1-88 incl.	A	0.01702	Х	88	=	1.49776
LOCKER UNIT	89-102 incl.	Α	0.0045437	X	14	=	0.0636118
LOCKER UNIT	103-192 incl.	Α	0.0045438	X	90	=	0.408942
PARKING UNIT	1-196 incl.	В	0.01702	х	196	=	3.33592
LOCKER UNIT	197-345 incl.	В	0.0045438	X	149	=	0.6770262
							100%

Shermount Co-operative Housing Development Corporation, hereby confirms the percentages and calculations herein. Shermount Co-operative Housing Development Corporation

Per:

Authorized Signing Officer

I have the authority to bind the Corporation

Common Expenses

Common Expenses shall include the following:

- a. All expenses of the Corporation incurred by it or by the Board in the performance of the Corporation's objects and duties, whether such objects and duties are imposed under the provisions of the *Act*, the Declaration, the By-laws or the Rules.
- b. All money payable by the Corporation to obtain and maintain insurance coverage required by the *Act* or the Declaration or deemed appropriate by the Corporation's Board, as well as the cost of obtaining, from time to time, an appraisal from an independent, qualified appraiser of the full replacement cost of the Units (save and except any improvements made to Units), the Common Elements, and the assets of the Corporation, for the purposes of determining the amount of insurance to be placed and maintained.
- c. All money payable for utilities and services benefiting the Units or Common Elements including, without limiting the generality of the foregoing, if applicable:
 - elevator service, repair and replacement;
 - electricity, except for electricity to Units for which there is a separate meter;
 - water and sewage, except for water and sewage to Units for which there is a separate meter;
 - waste disposal and recycling;
 - natural gas, except for natural gas to Units for which there is a separate meter;
 - window cleaning;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping; and
 - janitorial services.
- d. All money required by the Corporation for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements, or the costs of borrowing money for these purposes, as set out in this Declaration.
- e. All money payable by the Corporation for legal, engineering, accounting, auditing, appraising, maintenance, managerial, secretarial, and other consulting services, which are required by the Corporation in the performance of its objects and duties.
- f. All money payable by the Corporation to persons engaged or retained by it for the purpose of performing any duties of the Corporation, including remuneration payable pursuant to a management contract.
- g. All money assessed by the Corporation for the reserve fund required by the *Act* for the major repair and replacement of Common Elements and assets of the Corporation.
- h. All money payable by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.
- i. All money payable on account of realty taxes (including local improvement charges) levied against the Property (until such time as such taxes are levied against the individual units) and against those parts of the Common Elements that are leased for business purposes upon which the lessee carries on an undertaking for gain or for some other purpose which is not otherwise exempt from assessment under the *Assessment Act* (as amended or replaced).
- j. The fees and disbursements of the Insurance Trustee and the cost of maintaining any fidelity bonds provided for in the By-laws.
- An assessment against Units, if any, for breach of the occupancy standards by-law, as this may be established from time to time by the Board.
- All expenses of the Corporation incurred by it in carrying out any obligations of an Owner in respect of maintenance or of repair after damage, with respect either to Units or to Common Elements, including, without limiting the generality of the foregoing, interest at the rate of 18% per year compounded annually on all such expenses that the Corporation has incurred and are unpaid by the Owner.
- m. The amount that is the lesser of the cost of repairing the damage to an Owner's Unit and the deductible limit of the insurance policy obtained by the Corporation, if the damage to the Owner's Unit is caused by an act or omission of the Owner, a lessee of the Owner, or a person residing in the Owner's Unit with the permission or knowledge of the Owner.
- All amounts by way of indemnification from an Owner to the Corporation for any damage, loss, injury, cost or liability that the Corporation may suffer as a result of any damage, loss or injury to the Common Elements (or portion of the Common Elements) or to any

SCHEDULE E Page 28

Unit, which results from an act or omission of the Owner or the Owner's family, lessees, invitees, servants, agents or licensees.

O. All awards of damages or costs in an order of the court against an Owner or occupier of a Unit, which the Corporation obtains in order to enforce compliance with the *Act*, the Declaration, the By-laws or the Rules, together with any additional actual costs to the Corporation in obtaining the order.

- p. The amount of any deficiency in the difference between the amount for which the Corporation agrees to sell the Property or a part of the Common Elements and what a mediator decides is fair market value, the difference being payable to the Owners who voted against the sale by the Owners who approved the sale. The deficiency shall be a Common Expense liability on the part of the Owners who voted in favour of the sale.
- q. All costs, charges, interest and expenses resulting from an Owner's failure to comply with an agreement entered into with the Corporation to allow the Owner to make alterations, additions or improvements to the Common Elements in accordance with Section 98 of the *Act* (as amended or replaced).

SCHEDULE F Page 29

SCHEDULE F TO DECLARATION

Exclusive Use Common Elements

The owners of the High-rise Residential **Units 1-31**, both inclusive, and **Units 83 and 84** on **Level 1**, shall have the exclusive use of those portions of the Common Elements shown on the Description filed concurrently herewith and designated with the prefix "X", as illustrated in Part 2, Sheet 1 of said Description as follows:

Unit 1 on Level 1 Unit 2 on Level 1 X-2 Unit 3 on Level 1 X-3 Unit 4 on Level 1 X-4 Unit 5 on Level 1 Unit 6 on Level 1 X-6 Unit 7 on Level 1 X-7 Unit 8 on Level 1 X-8 Unit 9 on Level 1 Unit 10 on Level 1 X-10 Unit 11 on Level 1 X-11 Unit 12 on Level 1 X-12 Unit 13 on Level 1 X-13 Unit 14 on Level 1 X-14 Unit 15 on Level 1 X-15 Unit 16 on Level 1 X-16 Unit 17 on Level 1 X-17 Unit 18 on Level 1 X-18 Unit 19 on Level 1 X-19 Unit 20 on Level 1 X-20 Unit 21 on Level 1 X-21 Unit 22 on Level 1 X-22 Unit 23 on Level 1 X-23 Unit 24 on Level 1 X-24 Unit 25 on Level 1 X-25 Unit 26 on Level 1 X-26 Unit 27 on Level 1 X-27 Unit 28 on Level 1 X-28 Unit 29 on Level 1 X-29 Unit 30 on Level 1 X-30 Unit 31 on Level 1 X-31 Unit 83 on Level 1 X-83 Unit 84 on Level 1 X-84

for the exclusive use and enjoyment of same as outdoor patio areas.

The owners of High-rise Residential Units 1-13 both inclusive, Units 15 and 16, Units 18 and 19, Units 21 and 22, Units 27 and 28, Units 30 and 31, Units 33-47 both inclusive, on Level 2, Units 1-13 both inclusive, Units 15 and 16, Units 18 and 19, Units 21-28 both inclusive, Units 30 and 31, Units 33-47 both inclusive, on Levels 3-6, both inclusive, Units 1-9 both inclusive, Units 12 and 13, Units 15 and 16, Units 18-25 both inclusive, Units 27 and 28, Units 30-32 both inclusive, Units 34-41 both inclusive, on Level 7, Units 1-13 both inclusive, Units 15 and 16 Units 18-25 both inclusive, Units 27 and 28, Unit 30-41 both inclusive, on Level 8, Units 1-15 both inclusive, on Level 9, Units 1-15 both inclusive, on Level 10, from which there is a direct access to those parts of the Common Elements designated as balcony as illustrated in Part 1 on Sheets 2, 3, 4, 5, 6, and 7 of the Description filed concurrently herewith, shall have the exclusive use and enjoyment of such balconies.

The owners o the High-rise Residential **Units 23-26** both inclusive, on **Level 2**, **Units 9**, **10**, **33**, **34**, on **Level 7**, **Units 4**, **5**, **11** and **12**, on **Level 9**, from which there is a direct access to those parts of the Common Elements designated as terrace as illustrated in Part 1 on Sheets **2**, **4** and **6** of the Description filed concurrently herewith, shall have the exclusive use and enjoyments such terraces.

The owners of the Townhouse Residential **Units 32-82** both inclusive, on **Level 1**, shall have the exclusive use of those portions of the Common Elements shown on the Description filed concurrently herewith and designated with the prefix "R" as illustrated in Part 2, Sheet 1 of said Description as follows:

Unit 32 on Level 1 R-32 Unit 33 on Level 1 R-33 Unit 34 on Level 1 R-34 Unit 35 on Level 1 R-35 Unit 36 on Level 1 R-36 Unit 37 on Level 1 R-37 Unit 38 on Level 1 R-38 Unit 39 on Level 1 R-39

Unit 40 on Level 1 R-40 Unit 41 on Level 1 R-41 Unit 42 on Level 1 R-42 Unit 43 on Level 1 R-43 Unit 44 on Level 1 R-44 Unit 45 on Level 1 R-45 Unit 46 on Level 1 R-46 Unit 47 on Level 1 R-47 Unit 48 on Level 1 R-48 Unit 49 on Level 1 R-49 Unit 50 on Level 1 R-50 Unit 51 on Level 1 R-51 Unit 52 on Level 1 R-52 Unit 53 on Level 1 R-53 Unit 54 on Level 1 R-54 Unit 55 on Level 1 R-55 Unit 56 on Level 1 R-56 Unit 57 on Level 1 R-57 Unit 58 on Level 1 R-58 Unit 59 on Level 1 R-59 Unit 60 on Level 1 R-60 Unit 61 on Level 1 R-61 Unit 62 on Level 1 R-62 Unit 63 on Level 1 R-63 Unit 64 on Level 1 R-64 Unit 65 on Level 1 R-65 Unit 66 on Level 1 R-66 Unit 67 on Level 1 R-67 Unit 68 on Level 1 R-68 Unit 69 on Level 1 R-69 Unit 70 on Level 1 R-70 Unit 71 on Level 1 R-71 Unit 72 on Level 1 R-72 Unit 73 on Level 1 R-73 Unit 74 on Level 1 R-74 Unit 75 on Level 1 R-75 Unit 76 on Level 1 R-76 Unit 77 on Level 1 R-77 Unit 78 on Level 1 R-78 Unit 79 on Level 1 R-79 Unit 80 on Level 1 R-80 Unit 81 on Level 1 R-81 Unit 82 on Level 1 R-82

for the exclusive use of same as rear yard areas.

The exclusive use portions of the Common Elements have been constructed substantially in accordance with the structural plans, for the exclusive use and enjoyment of the Unit owners as set out above.

The exclusive use of the above mentioned portions of the Common Elements shall be subject to the provisions of the Declaration, the By-laws of the Corporation and the Rules passed pursuant thereto, and subject to the right of entry in favour of the Corporation to those areas of the exclusive use portions of the Common Elements, which may be necessary to permit repairs or maintenance of the Common Elements or Units, or to give access to the utility and services areas adjacent thereto.

Date: March 3 2003

I. M. PASTUSHAK LIMITED

I. M.Pastushak, O.L.S.

SCHEDULE G TO DECLARATION

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

(under clause 8 (1)(e) or (h) of the Condominium Act, 1998)

I certify that each building on the Property has been constructed in accordance with the regulations made under the <i>Condominium Act</i> , 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 <i>Elevating Devices Act</i> are licensed under that <i>Act</i> 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 <i>Elevating Devices Act</i> , 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.
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 31 day of March 2003.
Dated this 31 day of March 2003. Sum R. VARAGULI NAME:
Architect/Professional Engineer
BUPKA VARACIALI ARCHITECTS

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CERTIFICATE IN RESPECT OF A BY-LAW

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (known as the Corporation) certifies that:

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

DATED this 10th day of April, 2003.

TORONTO STANDARD CONDOMINIUM **CORPORATION NO. 1511**

Per:

Name:

Gilles Paradis

Title:

President

Susan McGrath

Name:

Title: Secretary-Treasurer We have the authority to bind the Corporation.

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TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 BY-LAW NO.1

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (the **Corporation**) as follows:

1. **DEFINITIONS**

The terms used in this By-law shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, and any amendments to it (the *Act*), and the Declaration.

2. SEAL

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

3. REGISTER

The Corporation shall keep a register (the **Register**) respecting the property, which shall note the name and address of the owner of each unit (including the address for service) and which shall also note the name and address of each mortgagee of each unit who has notified the Corporation of his/her right, if any, to vote and of his/her address for service.

4. MEETINGS OF OWNERS

(a) Annual Meeting

The annual meeting of the owners shall be held at such place within the City of Toronto, Province of Ontario, or at such other place, at such time and on such day in each year, as the board may from time to time determine, for the purpose of:

- i. hearing and receiving the reports and statements required by the *Act* and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting;
- ii. electing directors;
- iii. appointing the auditor;
- iv. fixing or authorizing the board to fix the auditor's remuneration; and
- v. for the transaction of such other business as may properly be brought before the meeting.

The Corporation shall hold an annual meeting of the owners not more than three months after the registration of the Declaration, and subsequently not more than six months after the end of each fiscal year of the Corporation, and at such meeting any owner or any mortgagee or chargee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

(b) Other Meetings

The board shall have the power at any time to call a meeting of the owners to be held at such time and such place within the City of Toronto or such other place as may be determined by the board. The board shall also call and hold a meeting of the owners upon receipt of a requisition in writing made by those owners who, at the time the board receives the requisition, own at least 15% of the units, are listed in the Register, and are entitled to vote. If the meeting is not called and held within 35 days of receipt of the

requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within 45 days of the day on which the meeting is called. The requisitioned meeting may pass any resolution that may properly be moved at a meeting of owners and is not inconsistent with the *Act*. The requisition shall be in writing, shall state the nature of the business to be presented at the meeting, and shall be signed by requisitionists and delivered personally or by registered mail to the President or Secretary of the Corporation or deposited at the address for service of the Corporation.

(c) Notices

Notice of the time and place of each annual or other meeting of owners shall be given in writing not less than 15 days before the day on which the meeting is to be held. Notice of the annual or other meeting of owners shall be given to:

- (i) each owner who has notified the Corporation in writing of the owner's name and address for service;
- (ii) each mortgagee of a unit who under the terms of the mortgage, has the right to vote at a meeting of owners in the place of the unit owner and who has notified the Corporation in writing of the right and of the mortgagee's name and address for service; and
- (iii) the auditor.

Notice of meetings shall have appended to it an agenda of matters to be considered at such meeting. Service of notice shall be made in accordance with Section 47 of the *Act*.

(d) Reports

A copy of the financial statements and a copy of the auditor's report shall be attached to the notice of the annual general meeting, as required by the *Act*.

(e) Record Date and Persons Entitled to be Present

The persons whose names are entered on the Register 20 days before the date of a meeting of the owners are entitled to receive notice of such meeting. These persons, together with any others entitled to vote at a meeting of owners, the auditor of the Corporation, the directors and officers of the Corporation and others who, although not entitled to vote, are required under the provisions of the *Act* or the by-laws of the Corporation to be present at the meeting, are entitled to be present at a meeting of owners. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

(f) Quorum

At any meeting of owners, a quorum is those owners present in person or represented by proxy who:

- i. were entitled to receive notice of the meeting;
- ii. who are entitled to vote at the meeting;
- iii. who represent not less than 25% of the high-rise residential units; and
- iv. who represent not less than 25% of the townhouse units.

BY-LAW 1

(g) Right to Vote

Except as otherwise provided in these by-laws, at each meeting of owners, every owner shall be entitled to vote who is entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the chair of the meeting that he/she is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his/her proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he/she has expressly authorized or empowered the mortgagee to vote, in which case, such mortgagee (or his/her proxy) may attend meetings and vote in respect of such unit upon filing with the secretary of the meeting sufficient proof of the terms of such instrument or, if such mortgagee has notified the Corporation of his/her rights in accordance with paragraph 4(c) of this Article, and provided further that such mortgagee has given the Corporation and the owner 4 days notice of his/her intention to exercise such right. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as he/she may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit.

(h) Disentitlement to Vote

No owner shall vote in respect of a unit that is intended for parking or storage purposes or for the purpose of housing services or facilities or mechanical installations, if any. Nor shall any owner vote whose contributions payable in respect of his or her unit have been in arrears for 30 days or more at the time of the meeting, except where, under the *Act* or the by-laws, a unanimous vote of all owners is required.

(i) Method of Voting

At any general or special meeting, any questions shall be decided by a show of hands, unless a poll is demanded by a person entitled to vote, and, unless a poll is so demanded, a declaration by the chair that such questions have by the show of hands been carried is *prima facie* proof of the fact without proof of the number or proportions of votes recorded in favour of or against such question. A demand for a poll may be withdrawn. Voting for the election of directors shall be by ballot only.

(j) Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed a proxy of such corporation), upon filing with the secretary of the meeting sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4(I) of this Article shall apply.

(k) Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority. An instrument appointing a

BY-LAW 1 Page 4

proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote. The Corporation shall retain all instruments appointing a proxy for a meeting of owners for a period of 90 days following the date of the meeting.

(I) Co-owners

If a unit or mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may, in the absence of the other or others, vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

(m) Votes to Govern

At all meetings of owners every question shall, in accordance with this Article and unless otherwise required by the *Act* or the Declaration or by-laws, be decided by a majority of the votes cast on the question.

5. THE CORPORATION

(a) Duties of the Corporation

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

- i. controlling, managing and administering the common elements and the assets of the Corporation;
- ii. operating and maintaining the common elements in a fit and proper condition;
- iii. collecting the common expenses assessed against the owners;
- iv. supplying heat, air conditioning, hydro, water and sewage services to the common elements and 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. If any apparatus or equipment that is used in effecting the supply of heat, air conditioning, hydro or water and sewage services at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus. The Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of any breach of such duty;
- v. obtaining and maintaining such insurance as may be required by the *Act*, the Declaration or the by-laws;
- vi. repairing after damage and restoring the units and the common elements in accordance with the provisions of the *Act*, the Declaration and by-laws;
- vii. 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;
- viii. 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;

BY-LAW 1 Page 5

ix. effecting compliance by the owners with the *Act*, the Declaration, the by-laws, and the rules;

x. providing a certificate, pursuant to Section 76(1) of the *Act*, and such statements and information as may be prescribed by the *Act* and its regulations. The Corporation shall be entitled to a fee up to the maximum prescribed by the regulations. A duplicate certificate shall be provided without additional charge if requested. The Corporation shall provide the declarant with a certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee; and

xi. employing professional management at a compensation to be determined by the board to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the Corporation.

(b) Powers of the Corporation

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

- i. employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- ii. adoption and amendment of rules and regulations concerning the operation and use of the property;
- iii. obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- iv. investing reserves held by the Corporation, provided that such investment shall be as permitted by the *Act*, and convertible into cash in not more than 90 days;
- v. to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted by or on behalf of the Corporation;
- vi. by by-law, to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve, insure and carry out the objects and duties of the Corporation and the due and continual operation of the property in accordance with the Declaration and by-laws of the Corporation, to secure any such loan by mortgage, pledge of charge or any asset owned by the Corporation, and to add the repayment of such loan to common expenses;
- vii. to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- viii. to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- ix. by by-law, to lease any part of the common elements, except any parts that the declaration specifies are to be used by the

owners of one or more designated units and not by all the owners:

- x. by by-law, to grant or transfer an easement or licence through the common elements; and
- xi. by by-law, to release an easement that is part of the common elements.

6. BOARD OF DIRECTORS

(a) Management

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

(b) Quorum

Until changed by by-law, the number of directors shall be seven, of whom four 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.

(c) Qualifications

No person shall be a director if the person is under eighteen years of age, is an undischarged bankrupt or is mentally incompetent.

(d) Townhouse Unit Director

At least two directors shall have the qualification that she/he is an owner of a townhouse unit.

(e) Consent

No election or appointment of a person as a director shall be effective unless he/she consents in writing to act as a director before his/her election or appointment or within 10 days thereafter or, alternatively, he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

(f) <u>Election of New Board</u>

The board elected at a time when the declarant owns a majority of the units shall, not more than 21 days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board of directors, and such meeting shall be held within 21 days after the calling of the meeting. If such meeting is not called within the time provided for, any owner or any mortgagee entitled to vote may call the meeting.

(g) Election and Term

The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. If at or after the time when a turn-over meeting is required to be called, 15% or more of the units are owner-occupied, then at the first meeting held to elect directors there shall be two elections, as follows:

i. There shall be an election to fill one position on the board, and only owners of owner-occupied units or mortgagees of owner-occupied units are entitled to vote in such election. The director elected to fill the owner-occupied position on the board shall be elected to hold office for a term of 3 years.

BY-LAW 1 Page 7

ii. There shall be an election to fill the other six positions on the board, in which all owners or all mortgagees with the right to vote in the place of the owners are entitled to vote. Three directors shall be elected to hold office for a term of 1 year. Three directors shall be elected to hold office for a term of 2 years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term.

If at the first meeting of the owners held to elect directors less than 15% of the units are owner-occupied, then there shall be a single election as follows: three directors shall be elected to hold office for a term of 1 year; three directors shall be elected to hold office for a term of 2 years; and one director shall be elected to hold office for a term of 3 years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term.

Directors may, despite any other limitation on their term of office, continue to act until their successors are elected. If more than one 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 the 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 after the first meeting held to elect directors, a number of directors equal to the number of directors retiring in such year shall be elected for a term of 3 years.

(h) Filling Vacancies

Provided a quorum of directors remains in office, if a vacancy in the membership of the board occurs, a majority of the remaining members of the board may appoint any person qualified to be a member of the board under the Declaration or by-laws to fill the vacancy until the next annual meeting.

(i) Removal of Directors

Any director may be removed before the expiration of his/her term, by a vote of owners who together own a majority of the units and the owners may elect any person qualified to be a director for the remainder of the term of the director so removed.

(j) Calling of Meetings

Meetings of the board shall be held from time to time at such place and at such time and on such day as a quorum of directors may fix in a written notice to each director of the Corporation. Notice of any meeting shall be given by the Secretary or any of those authorized to fix a place and time for a meeting, personally, or by ordinary mail or by facsimile transmission or electronic communication addressed to each director not less than 48 hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* (Ontario) for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(k) Teleconference Meetings

If all the directors of the Corporation consent thereto generally or with respect to a particular meeting, a director may participate in a meeting of the board or of a committee of the board by means of teleconference or other communications system which permits all persons participating in the meeting to hear each other and to participate concurrently, and a director so participating in such a meeting is deemed to be present at the meeting.

(I) 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.

(m) First Meeting of New Board

The board may, without notice, hold its first meeting for the purpose of organization and appointment of officers immediately following the meeting of owners at which the directors of such board were elected, provided a quorum of directors is present.

(n) Interest of Directors in Contracts

No director shall be disqualified by his/her office from contracting with the Corporation, nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established, if the provisions of paragraph 6(o) are complied with.

(o) Declaration of Interest

It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to disclose in writing to the Corporation the nature and intent of his/her interest, abstain from discussions, and refrain from voting in respect thereto, provided however, that such prohibition against voting shall not apply during such time as the declarant is represented on the board by three or more directors.

(p) Standard of Care

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

(q) Protection of Directors and Officers

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on

his/her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

(r) <u>Indemnity of Directors and Officers</u>

Subject to Section 38 of the *Act*, every director or officer of the Corporation and his/her heirs, trustees, executors, administrators, estate trustees, and other legal representatives shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation from and against:

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

7. OFFICERS

(a) Elected Officers

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

(b) 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 officers 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 secretary and office of treasurer, he/she may be known as Secretary-Treasurer.

(c) Term of Office

In the absence of a written agreement to the contrary, officers shall hold office until removal by the board. The board may remove any officer of the Corporation at its pleasure.

(d) <u>President</u>

The President shall preside, when present, at all meetings of the owners and of the board.

(e) <u>Vice-President</u>

During the absence of the President, his/her duties may be performed and his/her powers may be exercised by the Vice-President or if there are more than one Vice-President, in order of seniority (as determined by the board) save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President

exercises any such duty or power in the absence of the President, he/she shall also perform such duties and exercise such powers as the board may prescribe.

(f) General Manager

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

(g) 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; he/she 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; he/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the board.

(h) Treasurer

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

(i) Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires 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.

(j) Agents and Attorneys

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

8. BANKING ARRANGEMENTS AND CONTRACTS

(a) Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank, credit union or trust company as the board may designate from time to time by resolution, and all such banking business shall be transacted on the Corporation's behalf by such officers or other persons as the board may designate.

(b) Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligations 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 in the by-laws of the Corporation the board may 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 deed, transfer, contract or obligation of the Corporation may or shall be signed.

9. FINANCIAL YEAR

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

10. NOTICE

(a) Method of Giving Notice by the Corporation to an Owner

A notice that is required to be given to an owner shall be delivered to the owner personally; or sent by prepaid mail addressed to the owner at the address for service that appears on the Register; or sent by facsimile transmission, electronic mail or any other method of electronic communication if the owner agrees in writing that the Corporation may give the notice in this manner; or delivered at the owner's unit or at the mail box for the unit, unless Corporation has received a written request from the owner that the notice not be given in this manner or the address for service that appears in the Register is not the address of the unit of the owner.

Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him/her on the Register.

Any notice, communication or document delivered personally or by facsimile or by electronic mail shall be deemed to have been received on the date of delivery to the address aforesaid; a notice, communication or document mailed by pre-paid regular mail shall be deemed to have been received and to be effective on the fourth business day following the day on which it was mailed.

(b) Method of Giving Notice by the Corporation to a Mortgagee

A notice that is required to be given to a mortgagee shall be delivered to the mortgagee personally; or sent by prepaid mail addressed to the mortgagee at the address for service that appears on the Register; or sent by facsimile transmission, electronic mail or any other method of electronic communication if the mortgagee agrees in writing that the Corporation may give the notice in this manner.

Any notice, communication or document delivered personally or by facsimile or by electronic mail shall be deemed to have been received on the date of delivery to the address aforesaid; a notice, communication or document mailed by pre-paid regular shall be deemed to have been received and to be effective on the fourth business day following the day on which it was mailed.

(c) Notice to the Board or Corporation

Any notice, communication or other document to be given to the board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the BY-LAW 1

address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given on the first business day after it is deposited in a post office or public letter box.

(d) Omissions and Errors

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

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

(a) Duties of the Board

- i. All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration.
- ii. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as set out above, and shall deliver copies of each budget on which the common expenses are based, to all owners and mortgagees entered on the Registry.

(b) <u>Duties of the Board Respecting Reserve Fund</u>

In addition, the board shall make provision for the reserve fund in the annual budget for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain the reserve fund 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. 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 each budget on which such common expenses are based to all owners and mortgagees entered on the Register in accordance with the by-laws of the Corporation.

(c) Owner's Obligations

- i. Each owner shall be obliged to pay to the Corporation the full amount of the annual assessment within 10 days after the delivery or mailing of the notice of the annual assessment to the owner. Upon receipt of a request from and for the express convenience of the owner, the board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, the balance of the annual assessment together with interest accruing thereon from the date of default, at the rate specified in this By-law, shall become immediately due and payable to the Corporation.
- ii. If the Board of Directors enacts a resolution requiring owners to pay their common expense payments either by pre-

authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing, post-dated cheques, or other similar plan approved by the board. Where the board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his or her proportionate share of the annual assessment and, where the owner fails to deliver post-dated cheques to the Corporation to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner stops payment on his or her cheque or terminates the plan or there are insufficient funds in the account to cover the cheque or the automatic deduction, the then unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with this By-law until paid. The board may, by resolution, authorize alternate methods of payment as it may reasonably determine, provided always that any method of payment shall apply consistently to and for the convenience of all owners.

(d) Extraordinary Expenditures

Extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the board serving notices of such further assessment on all owners. Such further assessment shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within 10 days after the delivery thereof to such owner, or within such further period of time and in such instalments as the board may determine. Such extraordinary assessment may be recovered by the Corporation against any owner in the same manner as common expenses.

(e) Conveyance of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his/her unit prior to a transfer by him/her of such unit but payable subsequently, provided that he/she has given notice of such assessment to the transferee of the unit.

(f) Default in Payment of Assessment

- i. Arrears of payments required to be made under the provisions of this Article 11 shall bear interest at a rate of 18% per annum and shall be compounded monthly until paid. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn shall be subject to an administration charge as determined by the board in its discretion from time to time.
- ii. In addition to any remedies or liens provided by the Act, if the owner is in default in payment of an assessment levied against him/her for a period of 15 days after the date that the assessment is due and payable in accordance with the notice of assessment, 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 as between a solicitor and his/her own client.

iii. Any interest, charges or expenses payable by an owner to the Corporation hereunder may be recovered by the Corporation from such owner in the same manner as common expenses.

12. <u>DEFAULT</u>

(a) Notice of Unpaid Common Expenses

The Corporation whenever requested in writing by:

- any person acquiring an interest in a unit from an owner entered on the Register; or
- ii. any owner or mortgagee entered on the Register;

shall promptly report within seven days in writing any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, such report to be binding on the Corporation as of the date it is given.

(b) Notice of Default

The Corporation, when giving notice of default in payment of common expenses or of any other default, shall concurrently send a copy of such notice to each mortgagee of such unit who is entered on the Register and who has requested that such notices be sent to him/her.

13. MISCELLANEOUS

(a) <u>Severability</u>

The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses in this By-law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this By-law.

(b) <u>Interpretation</u>

In this By-law and all other by-laws of the Corporation, unless the context otherwise requires, words importing the singular number only shall include the plural and vice-versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnerships and any number or aggregate of persons.

Whenever reference is made in this By-law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendments to the said statute or section or re-enactment thereof as the case may be.

(c) Headings

The headings in the body of this By-law No.1 form no part of it, but shall be deemed to be inserted for the convenience of reference only.

(d) Waiver

No restrictions, conditions, obligations or provisions contained in this By-law or any amendments thereto 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.

(e) Amendments

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

DATED this of April, 2003

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Per: July You, I Name: Gilles Paradis

Title: President

Per: Mame: Susan McGrath
Title: Secretary-Treasurer

We have the authority to bind the Corporation.

[B.4600.H] O:\Client Files\q-s\Shermount Co-op\Units Sales B-4600\H - Status Certificate\By-law No. 1\By-law No 1-2X.doc

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
1 2 3	A A	12511-0432 12511-0433
3	A	12511-0434
4 5	A A	12511-0435 12511-0436
6	A	12511-0437
7 8	A A	12511-0438
9	A A	12511-0439 12511-0440
10	A	12511-0441
11 12	A	12511-0442
13	A A	12511-0443 12511-0444
14	A	12511-0445
15	A	12511-0446
16	A	12511-0447
17 18	A A	12511-0448 12511-0449
19	A	12511-0449
20	A	12511-0451
21	A	12511-0452
22 23	A A	12511-0453 12511-0454
24	A	12511-0455
25	A	12511-0456
26 27	A A	12511-0457
28	A A	12511-0458 12511-0459
29	A	12511-0460
30	A	12511-0461
31 32	A A	12511-0462
33	A A	12511-0463 12511-0464
34	A	12511-0465
35	A	12511-0466
36 37	A A	12511-0467 12511-0468
38	A	12511-0469
39 40	A A	12511-0470
		12511-0471
41 42	A A	12511-0472 12511-0473
43	A	12511-0474
44 45	A	12511-0475
40	A	12511-0476

UNIT (Partie privative) 46 47 48	LEVEL (tage) A A A	PROPERTY ID. (Cote fonci}re) 12511-0477 12511-0478
49 50	A A	12511-0479 12511-0480 12511-0481
51 52 53 54 55	A A A A	12511-0482 12511-0483 12511-0484 12511-0485 12511-0486
56 57 58 59 60	A A A A	12511-0487 12511-0488 12511-0489 12511-0490 12511-0491
61 62 63 64 65	A A A A	12511-0492 12511-0493 12511-0494 12511-0495 12511-0496
66 67 68 69 70	A A A A	12511-0497 12511-0498 12511-0499 12511-0500 12511-0501
71 72 73 74 75	A A A A	12511-0502 12511-0503 12511-0504 12511-0505 12511-0506
76 77 78 79 80	A A A A	12511-0507 12511-0508 12511-0509 12511-0510 12511-0511
81 82 83 84 85	A A A A	12511-0512 12511-0513 12511-0514 12511-0515 12511-0516
86 87 88 89 90	A A A A	12511-0517 12511-0518 12511-0519 12511-0520 12511-0521

UNIT (Partie privative) 91 92 93 94 95	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0522 12511-0523 12511-0524 12511-0525 12511-0526
96 97 98 99 100	A A A A	12511-0527 12511-0528 12511-0529 12511-0530 12511-0531
101 102 103 104 105	A A A A	12511-0532 12511-0533 12511-0534 12511-0535 12511-0536
106 107 108 109 110	A A A A	12511-0537 12511-0538 12511-0539 12511-0540 12511-0541
111 112 113 114 115	A A A A	12511-0542 12511-0543 12511-0544 12511-0545 12511-0546
116 117 118 119 120	A A A A	12511-0547 12511-0548 12511-0549 12511-0550 12511-0551
121 122 123 124 125	A A A A	12511-0552 12511-0553 12511-0554 12511-0555 12511-0556
126 127 128 129 130	A A A A	12511-0557 12511-0558 12511-0559 12511-0560 12511-0561
131 132 133 134 135	A A A A	12511-0562 12511-0563 12511-0564 12511-0565 12511-0566

	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
***************************************	136 137 138 139 140	A A A A	12511-0567 12511-0568 12511-0569 12511-0570 12511-0571
	141 142 143 144 145	A A A A	12511-0572 12511-0573 12511-0574 12511-0575 12511-0576
	146 147 148 149 150	A A A A	12511-0577 12511-0578 12511-0579 12511-0580 12511-0581
	151 152 153 154 155	A A A A	12511-0582 12511-0583 12511-0584 12511-0585 12511-0586
	156 157 158 159 160	A A A A	12511-0587 12511-0588 12511-0589 12511-0590 12511-0591
	161 162 163 164 165	A A A A	12511-0592 12511-0593 12511-0594 12511-0595 12511-0596
SS:50-	166 167 168 169 170	A A A A	12511-0597 12511-0598 12511-0599 12511-0600 12511-0601
	171 172 173 174 175	A A A A	12511-0602 12511-0603 12511-0604 12511-0605 12511-0606
	176 177 178 179 180	A A A A	12511-0607 12511-0608 12511-0609 12511-0610 12511-0611

UNIT (Partie privative) 181 182 183 184	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0612 12511-0613 12511-0614 12511-0615 12511-0616
186 187 188 189 190	A A A A	12511-0617 12511-0618 12511-0619 12511-0620 12511-0621
191 192 1 2 3	A A B B	12511-0622 12511-0623 12511-0624 12511-0625 12511-0626
4 5 6 7 8	B B B B	12511-0627 12511-0628 12511-0629 12511-0630 12511-0631
9 10 11 12 13	B B B B	12511-0632 12511-0633 12511-0634 12511-0635 12511-0636
14 15 16 17 18	B B B B	12511-0637 12511-0638 12511-0639 12511-0640 12511-0641
19 20 21 22 23	B B B B	12511-0642 12511-0643 12511-0644 12511-0645 12511-0646
24 25 26 27 28	B B B B	12511-0647 12511-0648 12511-0649 12511-0650 12511-0651
29 30 31 32 33	B B B B	12511-0652 12511-0653 12511-0654 12511-0655 12511-0656

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
34 35 36 37 38	B B B B	12511-0657 12511-0658 12511-0659 12511-0660 12511-0661
39 40 41 42 43	B B B B	12511-0662 12511-0663 12511-0664 12511-0665 12511-0666
44 45 46 47 48	B B B B	12511-0667 12511-0668 12511-0669 12511-0670 12511-0671
49 50 51 52 53	B B B B	12511-0672 12511-0673 12511-0674 12511-0675 12511-0676
54 55 56 57 58	B B B B	12511-0677 12511-0678 12511-0679 12511-0680 12511-0681
59 60 61 62 63	B B B B	12511-0682 12511-0683 12511-0684 12511-0685 12511-0686
64 65 66 67 68	B B B B	12511-0687 12511-0688 12511-0689 12511-0690 12511-0691
69 70 71 72 73	B B B B	12511-0692 12511-0693 12511-0694 12511-0695 12511-0696
74 75 76 77 78	B B B B	12511-0697 12511-0698 12511-0699 12511-0700 12511-0701

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
79 80 81 82 83	B B B B	12511-0702 12511-0703 12511-0704 12511-0705 12511-0706
84 85 86 87 88	B B B B	12511-0707 12511-0708 12511-0709 12511-0710 12511-0711
89 90 91 92 93	B B B B	12511-0712 12511-0713 12511-0714 12511-0715 12511-0716
94 95 96 97 98	B B B B	12511-0717 12511-0718 12511-0719 12511-0720 12511-0721
99 100 101 102 103	B B B B	12511-0722 12511-0723 12511-0724 12511-0725 12511-0726
104 105 106 107 108	B B B B	12511-0727 12511-0728 12511-0729 12511-0730 12511-0731
109 110 111 112 113	B B B B	12511-0732 12511-0733 12511-0734 12511-0735 12511-0736
114 115 116 117 118	B B B B	12511-0737 12511-0738 12511-0739 12511-0740 12511-0741
119 120 121 122 123	B B B B	12511-0742 12511-0743 12511-0744 12511-0745 12511-0746

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
124 125 126 127 128	B B B B	12511-0747 12511-0748 12511-0749 12511-0750 12511-0751
129 130 131 132 133	B B B B	12511-0752 12511-0753 12511-0754 12511-0755 12511-0756
134 135 136 137 138	B B B B	12511-0757 12511-0758 12511-0759 12511-0760 12511-0761
139 140 141 142 143	B B B B	12511-0762 12511-0763 12511-0764 12511-0765 12511-0766
144 145 146 147 148	B B B B	12511-0767 12511-0768 12511-0769 12511-0770 12511-0771
149 150 151 152 153	B B B B	12511-0772 12511-0773 12511-0774 12511-0775 12511-0776
154 155 156 157 158	в в в в	12511-0777 12511-0778 12511-0779 12511-0780 12511-0781
159 160 161 162 163	B B B B	12511-0782 12511-0783 12511-0784 12511-0785 12511-0786
164 165 166 167 168	B B B B	12511-0787 12511-0788 12511-0789 12511-0790 12511-0791

UNIT (Partie privative) 169 170 171 172	LEVEL (tage) B B B B B	PROPERTY ID. (Cote fonci}re) 12511-0792 12511-0793 12511-0794 12511-0796
174 175 176 177 178	B B B B	12511-0797 12511-0798 12511-0799 12511-0800 12511-0801
179 180 181 182 183	B B B B	12511-0802 12511-0803 12511-0804 12511-0805 12511-0806
184 185 186 187 188	B B B B	12511-0807 12511-0808 12511-0809 12511-0810 12511-0811
189 190 191 192 193	B B B B	12511-0812 12511-0813 12511-0814 12511-0815 12511-0816
194 195 196 197 198	B B B B	12511-0817 12511-0818 12511-0819 12511-0820 12511-0821
199 200 201 202 203	B B B B	12511-0822 12511-0823 12511-0824 12511-0825 12511-0826
204 205 206 207 208	B B B B	12511-0827 12511-0828 12511-0829 12511-0830 12511-0831
209 210 211 212 213	B B B B	12511-0832 12511-0833 12511-0834 12511-0835 12511-0836

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
214 215 216 217	B B B B	12511-0837 12511-0838 12511-0839 12511-0840
218	В	12511-0841
219 220 221 222 223	B B B B	12511-0842 12511-0843 12511-0844 12511-0845 12511-0846
224 225 226 227 228	B B B B	12511-0847 12511-0848 12511-0849 12511-0850 12511-0851
229 230 231 232 233	B B B B	12511-0852 12511-0853 12511-0854 12511-0855 12511-0856
234 235 236 237 238	B B B B	12511-0857 12511-0858 12511-0859 12511-0860 12511-0861
239 240 241 242 243	B B B B	12511-0862 12511-0863 12511-0864 12511-0865 12511-0866
244 245 246 247 248	B B B B	12511-0867 12511-0868 12511-0869 12511-0870 12511-0871
249 250 251 252 253	B B B B	12511-0872 12511-0873 12511-0874 12511-0875 12511-0876
254 255 256 257 258	B B B B	12511-0877 12511-0878 12511-0879 12511-0880 12511-0881

(arti	UNIT (Partie privative) 259 260 261 262 263	LEVEL (tage) B B B B B	PROPERTY ID. (Cote fonci}re) 12511-0882 12511-0883 12511-0884 12511-0885 12511-0886
	264 265 266 267 268	B B B B	12511-0887 12511-0888 12511-0889 12511-0890 12511-0891
	269 270 271 272 273	B B B B	12511-0892 12511-0893 12511-0894 12511-0895 12511-0896
	274 275 276 277 278	B B B B	12511-0897 12511-0898 12511-0899 12511-0900 12511-0901
	279 280 281 282 283	B B B B	12511-0902 12511-0903 12511-0904 12511-0905 12511-0906
	284 285 286 287 288	B B B B	12511-0907 12511-0908 12511-0909 12511-0910 12511-0911
	289 290 291 292 293	B B B B	12511-0912 12511-0913 12511-0914 12511-0915 12511-0916
	294 295 296 297 298	B B B B	12511-0917 12511-0918 12511-0919 12511-0920 12511-0921
	299 300 301 302 303	B B B B	12511-0922 12511-0923 12511-0924 12511-0925 12511-0926

UNIT (Partie privative) 304 305 306 307 308	LEVEL (tage) B B B B B	PROPERTY ID. (Cote fonci}re) 12511-0927 12511-0928 12511-0929 12511-0930 12511-0931
309 310 311 312 313	B B B B	12511-0932 12511-0933 12511-0934 12511-0935 12511-0936
314 315 316 317 318	B B B B	12511-0937 12511-0938 12511-0939 12511-0940 12511-0941
319 320 321 322 323	B B B B	12511-0942 12511-0943 12511-0944 12511-0945 12511-0946
324 325 326 327 328	B B B B	12511-0947 12511-0948 12511-0949 12511-0950 12511-0951
329 330 331 332 333	B B B B	12511-0952 12511-0953 12511-0954 12511-0955 12511-0956
 334 335 336 337 338	B B B B	12511-0957 12511-0958 12511-0959 12511-0960 12511-0961
339 340 341 342 343	B B B B	12511-0962 12511-0963 12511-0964 12511-0965 12511-0966
344 345 1 2 3	B B 1 1	12511-0967 12511-0968 12511-0001 12511-0002 12511-0003

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
5 6 7 8	1 1 1 1	12511-0004 12511-0005 12511-0006 12511-0007 12511-0008
9 10 11 12 13	1 1 1 1	12511-0009 12511-0010 12511-0011 12511-0012 12511-0013
14 15 16 17 18	1 1 1 1	12511-0014 12511-0015 12511-0016 12511-0017 12511-0018
19 20 21 22 23	1 1 1 1	12511-0019 12511-0020 12511-0021 12511-0022 12511-0023
24 25 26 27 28	1 1 1 1	12511-0024 12511-0025 12511-0026 12511-0027 12511-0028
29 30 31 32 33	1 1 1 1	12511-0029 12511-0030 12511-0031 12511-0032 12511-0033
34 35 36 37 38	1 1 1 1	12511-0034 12511-0035 12511-0036 12511-0037 12511-0038
39 40 41 42 43	1 1 1 1	12511-0039 12511-0040 12511-0041 12511-0042 12511-0043
44 45 46 47 48	1 1 1 1	12511-0044 12511-0045 12511-0046 12511-0047 12511-0048

UNIT (Partie privative) 49	LEVEL (tage) l	PROPERTY ID. (Cote fonci}re)
50 51 52 53	1 1 1	12511-0050 12511-0051 12511-0052 12511-0053
54 55 56 57 58	1 1 1 1	12511-0054 12511-0055 12511-0056 12511-0057 12511-0058
59 60 61 62 63	1 1 1 1	12511-0059 12511-0060 12511-0061 12511-0062 12511-0063
64 65 66 67 68	1 1 1 1	12511-0064 12511-0065 12511-0066 12511-0067 12511-0068
69 70 71 72 73	1 1 1 1	12511-0069 12511-0070 12511-0071 12511-0072 12511-0073
74 75 76 77 78	1 1 1 1	12511-0074 12511-0075 12511-0076 12511-0077 12511-0078
79 80 81 82 83	1 1 1 1	12511-0079 12511-0080 12511-0081 12511-0082 12511-0083
84 1 2 3 4	1 2 2 2 2	12511-0084 12511-0085 12511-0086 12511-0087 12511-0088
5 6 7 8 9	2 2 2 2 2 2	12511-0089 12511-0090 12511-0091 12511-0092 12511-0093

	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	10	2	12511-0094
	11	2	12511-0095
	12	2	12511-0096
	13	2	12511-0097
	14	2	12511-0098
	15	2	12511-0099
	16	2	12511-0100
	17	2	12511-0101
	18	2	12511-0102
	19	2	12511-0103
	20	2	12511-0104
	21	2	12511-0105
	22	2	12511-0106
	23	2	12511-0107
	24	2	12511-0108
	25	2	12511-0109
	26	2	12511-0110
	27	2	12511-0111
	28	2	12511-0112
	29	2	12511-0113
	30	2	12511-0114
	31	2	12511-0115
	32	2	12511-0116
	33	2	12511-0117
	34	2	12511-0118
	35	2	12511-0119
	36	2	12511-0120
	37	2	12511-0121
	38	2	12511-0122
	39	2	12511-0123
and Steen	40	2	12511-0124
	41	2	12511-0125
	42	2	12511-0126
	43	2	12511-0127
	44	2	12511-0128
	45	2	12511-0129
	46	2	12511-0130
	47	2	12511-0131
	1	3	12511-0132
	2	3	12511-0133
	3	3	12511-0134
	4	3	12511-0135
	5	3	12511-0136
	6	3	12511-0137
	7	3	12511-0138

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
8 9 10 11 12	3 3 3 3 3	12511-0139 12511-0140 12511-0141 12511-0142 12511-0143
13 14 15 16 17	3 3 3 3	12511-0144 12511-0145 12511-0146 12511-0147 12511-0148
18 19 20 21 22	3 3 3 3	12511-0149 12511-0150 12511-0151 12511-0152 12511-0153
23 24 25 26 27	3 3 3 3 3	12511-0154 12511-0155 12511-0156 12511-0157 12511-0158
28 29 30 31 32	3 3 3 3 3	12511-0159 12511-0160 12511-0161 12511-0162 12511-0163
33 34 35 36 37	3 3 3 3	12511-0164 12511-0165 12511-0166 12511-0167 12511-0168
38 39 40 41 42	3 3 3 3	12511-0169 12511-0170 12511-0171 12511-0172 12511-0173
43 44 45 46 47	3 3 3 3 3	12511-0174 12511-0175 12511-0176 12511-0177 12511-0178
1 2 3 4 5	4 4 4 4	12511-0179 12511-0180 12511-0181 12511-0182 12511-0183

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
6 7 8 9 10	4 4 4 4	12511-0184 12511-0185 12511-0186 12511-0187 12511-0188
11 12 13 14 15	4 4 4 4	12511-0189 12511-0190 12511-0191 12511-0192 12511-0193
16 17 18 19 20	4 4 4 4	12511-0194 12511-0195 12511-0196 12511-0197 12511-0198
21 22 23 24 25	4 4 4 4	12511-0199 12511-0200 12511-0201 12511-0202 12511-0203
26 27 28 29 30	4 4 4 4	12511-0204 12511-0205 12511-0206 12511-0207 12511-0208
31 32 33 34 35	4 4 4 4	12511-0209 12511-0210 12511-0211 12511-0212 12511-0213
36 37 38 39 40	4 4 4 4	12511-0214 12511-0215 12511-0216 12511-0217 12511-0218
41 42 43 44 45	4 4 4 4	12511-0219 12511-0220 12511-0221 12511-0222 12511-0223
46 47 1 2 3	4 4 5 5 5	12511-0224 12511-0225 12511-0226 12511-0227 12511-0228

	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	4 5 6 7 8	5 5 5 5 5	12511-0229 12511-0230 12511-0231 12511-0232 12511-0233
	9 10 11 12 13	5 5 5 5	12511-0234 12511-0235 12511-0236 12511-0237 12511-0238
	14 15 16 17 18	5 5 5 5	12511-0239 12511-0240 12511-0241 12511-0242 12511-0243
	19 20 21 22 23	5 5 5 5	12511-0244 12511-0245 12511-0246 12511-0247 12511-0248
	24 25 26 27 28	5 5 5 5	12511-0249 12511-0250 12511-0251 12511-0252 12511-0253
	29 30 31 32 33	5 5 5 5 5	12511-0254 12511-0255 12511-0256 12511-0257 12511-0258
dell'Oren	34 35 36 37 38	5 5 5 5 5	12511-0259 12511-0260 12511-0261 12511-0262 12511-0263
	39 40 41 42 43	5 5 5 5 5	12511-0264 12511-0265 12511-0266 12511-0267 12511-0268
	44 45 46 47 1	5 5 5 6	12511-0269 12511-0270 12511-0271 12511-0272 12511-0273

Title.	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	2 3 4 5 6	6 6 6 6	12511-0274 12511-0275 12511-0276 12511-0277 12511-0278
	7 8 9 10 11	6 6 6 6	12511-0279 12511-0280 12511-0281 12511-0282 12511-0283
	12 13 14 15 16	6 6 6 6	12511-0284 12511-0285 12511-0286 12511-0287 12511-0288
	17 18 19 20 21	6 6 6 6	12511-0289 12511-0290 12511-0291 12511-0292 12511-0293
	22 23 24 25 26	6 6 6 6	12511-0294 12511-0295 12511-0296 12511-0297 12511-0298
	27 28 29 30 31	6 6 6 6	12511-0299 12511-0300 12511-0301 12511-0302 12511-0303
	32 33 34 35 36	6 6 6 6	12511-0304 12511-0305 12511-0306 12511-0307 12511-0308
	37 38 39 40 41	6 6 6 6	12511-0309 12511-0310 12511-0311 12511-0312 12511-0313
	42 43 44 45 46	6 6 6 6	12511-0314 12511-0315 12511-0316 12511-0317 12511-0318

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
47	6	12511-0319
1	7	12511-0320
2	7	12511-0321
3	7	12511-0322
4	7	12511-0323
5	7	12511-0324
6	7	12511-0325
7	7	12511-0326
8	7	12511-0327
9	7	12511-0328
10	7	12511-0329
11	7	12511-0330
12	7	12511-0331
13	7	12511-0332
14	7	12511-0333
15	7	12511-0334
16	7	12511-0335
17	7	12511-0336
18	7	12511-0337
19	7	12511-0338
20	7	12511-0339
21	7	12511-0340
22	7	12511-0341
23	7	12511-0342
24	7	12511-0343
25	7	12511-0344
26	7	12511-0345
27	7	12511-0346
28	7	12511-0347
29	7	12511-0348
30 31 32 33	7 7 7 7 7	12511-0349 12511-0350 12511-0351 12511-0352 12511-0353
35	7	12511-0354
36	7	12511-0355
37	7	12511-0356
38	7	12511-0357
39	7	12511-0358
40	7	12511-0359
41	7	12511-0360
1	8	12511-0361
2	8	12511-0362
3	8	12511-0363

	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
- Company	5 6 7 8	8 8 8 8	12511-0364 12511-0365 12511-0366 12511-0367 12511-0368
	9 10 11 12 13	8 8 8 8	12511-0369 12511-0370 12511-0371 12511-0372 12511-0373
	14 15 16 17 18	8 8 8 8	12511-0374 12511-0375 12511-0376 12511-0377 12511-0378
)	19 20 21 22 23	8 8 8 8	12511-0379 12511-0380 12511-0381 12511-0382 12511-0383
	24 25 26 27 28	8 8 8 8	12511-0384 12511-0385 12511-0386 12511-0387 12511-0388
	29 30 31 32 33	8 8 8 8	12511-0389 12511-0390 12511-0391 12511-0392 12511-0393
	34 35 36 37 38	8 8 8 8	12511-0394 12511-0395 12511-0396 12511-0397 12511-0398
	39 40 41 1 2	8 8 8 9 9	12511-0399 12511-0400 12511-0401 12511-0402 12511-0403
	3 4 5 6 7	9 9 9 9	12511-0404 12511-0405 12511-0406 12511-0407 12511-0408

UNIT	LEVEL	PROPERTY ID.
(Partie	(tage)	(Cote fonci}re)
privative)	•	
8 9	9	12511-0409
10	9 9	12511-0410
11	9	12511-0411
12	9	12511-0412
	9	12511-0413
13	9	12511-0414
14	9	12511-0415
15	9	12511-0416
1	10	12511-0417
2	10	12511-0418
3	10	2002
4	10 10	12511-0419
5	10	12511-0420
6	10	12511-0421
7	10	12511-0422 12511-0423
	20	12311-0423
8	10	12511-0424
9	10	12511-0425
10	10	12511-0426
11	10	12511-0427
12	10	12511-0428
13	10	10511 0405
14	10	12511-0429
15	10	12511-0430
	10	12511-0431

Province of Ontario	Document Form 4 — Land Regist	General	Do Process Software Ltd. • B.4600.H-By-la		D
	(1) Registry	Land Titles X	(2) Page 1 of	5 pages	
	(3) Property Identifier(s)	Block 12511 - 0001	Property three 0968 ma	Addition See Sched	onal:
AT 153473 CERTIFICATE OF RECEIPT. RÉCÉPISSÉ		ument FE IN RESPECT Of ction 56(9), Condomi	F A BY-LAW, By-lay		
TORONTO (66)			Dollars \$ NI	íL	
CERTIFICATE OF RECEIPT. RÉCÉPISSÉ TORONTO (66) 2003 -04- 2 8	Condominium City of Toron	Plan No. 1511	omprising Toronto S	tandard	
New Property Identifiers Additions		es Division of The Te	oronto Registry Offic	e No. 66	
See Schedule	е 🔲				
Executions Additions See Schedule	Contains:	(a)Redescription New Easement Plan/Sketch		Additional Carties C	Other X
(9) This Document relates to instrument number(s) (10) Party(ies) (Set out Status or Interest))		Co	ontinued on Sched	dule X
Name(s)		Signature(s)		Date of Sig	nature
TORONTO STANDARD CONDOMIN CORPORATION NO. 1511	IUM	Per: Sell President	er Jarca	2003	04 ZO TO
		Per: Secretary/Treasure We have authority to	r o bind the Corporation		14 /w ^P
(11) Address c/o Del Property Mangement M3H 5S9	nt Inc. 4800 Dufferin	Street, Building "C"	', Toronto, Ontario		
(12) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)		Date of Sign	nature
	•••••••••••••••••••••••••••••••••••••••				
			•••••••••••••••••••••••••••••••••••••••		
		••••••	••••••		
(13) Address					
for Service (14) Municipal Address of Property	[(45) D				
(1-7) manicipal Address of Property	(15) Document Prepared		Fees Registration Fee	s and Tax	
	Edward M. Hyland Iler Campbell		w 		
Toronto, Ontario M6A 3E8 AND	890 Yonge Street, St Toronto, Ontario M		FICE		
21 and 25 Replin Road	B: 416-598-0103 F:		Total		
Toronto, Ontario M6A 2M8			Total		

2/

CERTIFICATE IN RESPECT OF A BY-LAW

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (known as the **Corporation**) certifies that:

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

DATED this 10th day of April, 2003.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Per:____

Name: Gilles Paradis

Title:

President

Per:

Name: Susan McGrath

Title:

Secretary-Treasurer

We have the authority to bind the Corporation.

O:\CLIENT FILES\Q-S\SHERMOUNT CO-OP\REGISTERED CONDO - DOCUMENTS\CERTIFICATE BY-LAW 2.DOC

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

BY-LAW NO. 2

A by-law respecting the borrowing of money, the issue of securities and the securing of liabilities by the Corporation.

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (the **Corporation**) as follows:

- The directors of the Corporation may from time to time:
 - a. borrow money on the credit of the Corporation;
 - charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts, or any other obligation or liability of the Corporation;
 - c. delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; and
 - d. give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation,

provided that any borrowing of money in excess of the sum of \$5,000.00 for any one occurrence shall require the approval of the owners owning a majority of the units, at a duly called meeting.

DATED this / day of April, 2003

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Name: Gilles Paradis

Title: President

Name: Susan McGrath

Title: Secretary

We have the authority to bind the Corporation.

 $[B.4600.H] O: \label{lem:cond} O: \label{lem:cond} O: \label{lem:condo} O: \label{lem:condo$

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
1	A A	12511-0432 12511-0433
2 3 4	A	12511-0434
5	A A	12511-0435 12511-0436
6 7	A A	12511-0437 12511-0438
8	A	12511-0439
9 10	A A	12511-0440 12511-0441
11 12	A A	12511-0442 12511-0443
13	A	12511-0444
14 15	A A	12511-0445 12511-0446
16 17	A A	12511-0447 12511-0448
18	A	12511-0449
19 20	A A	12511-0450 12511-0451
21 22	A A	12511-0452
23	A	12511-0453 12511-0454
24 25	A A	12511-0455 12511-0456
26 27	A A	12511-0457 12511-0458
28	A	12511-0459
29 30	A A	12511-0460 12511-0461
31 32	A A	12511-0462 12511-0463
33	A	12511-0464
34 35	A A	12511-0465 12511-0466
36 37	A A	12511-0467
38	A	12511-0468 12511-0469
39 40	A A	12511-0470 12511-0471
41 42	A	12511-0472
43	A A	12511-0473 12511-0474
44 45	A A	12511-0475
	A	12511-0476

UNIT (Partie privative) 46 47 48 49 50	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0477 12511-0478 12511-0479 12511-0480 12511-0481
51 52 53 54 55	A A A A	12511-0482 12511-0483 12511-0484 12511-0485 12511-0486
56 57 58 59 60	A A A A	12511-0487 12511-0488 12511-0489 12511-0490 12511-0491
61 62 63 64 65	A A A A	12511-0492 12511-0493 12511-0494 12511-0495 12511-0496
66 67 68 69 70	A A A A	12511-0497 12511-0498 12511-0499 12511-0500 12511-0501
71 72 73 74 75	A A A A	12511-0502 12511-0503 12511-0504 12511-0505 12511-0506
76 77 78 79 80	A A A A	12511-0507 12511-0508 12511-0509 12511-0510 12511-0511
81 82 83 84 85	A A A A	12511-0512 12511-0513 12511-0514 12511-0515 12511-0516
86 87 88 89 90	A A A A	12511-0517 12511-0518 12511-0519 12511-0520 12511-0521

UNIT (Partie privative) 91 92 93 94	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0522 12511-0523 12511-0524 12511-0525 12511-0526
96 97 98 99 100	A A A A	12511-0527 12511-0528 12511-0529 12511-0530 12511-0531
101 102 103 104 105	A A A A	12511-0532 12511-0533 12511-0534 12511-0535 12511-0536
106 107 108 109 110	A A A A	12511-0537 12511-0538 12511-0539 12511-0540 12511-0541
111 112 113 114 115	A A A A	12511-0542 12511-0543 12511-0544 12511-0545 12511-0546
116 117 118 119 120	A A A A	12511-0547 12511-0548 12511-0549 12511-0550 12511-0551
121 122 123 124 125	A A A A	12511-0552 12511-0553 12511-0554 12511-0555 12511-0556
126 127 128 129 130	A A A A	12511-0557 12511-0558 12511-0559 12511-0560 12511-0561
131 132 133 134 135	A A A A	12511-0562 12511-0563 12511-0564 12511-0565 12511-0566

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
136 137 138 139 140	A A A A	12511-0567 12511-0568 12511-0569 12511-0570 12511-0571
141 142 143 144 145	A A A A	12511-0572 12511-0573 12511-0574 12511-0575 12511-0576
146 147 148 149 150	A A A A	12511-0577 12511-0578 12511-0579 12511-0580 12511-0581
151 152 153 154 155	A A A A	12511-0582 12511-0583 12511-0584 12511-0585 12511-0586
156 157 158 159 160	A A A A	12511-0587 12511-0588 12511-0589 12511-0590 12511-0591
161 162 163 164 165	A A A A	12511-0592 12511-0593 12511-0594 12511-0595 12511-0596
166 167 168 169 170	A A A A	12511-0597 12511-0598 12511-0599 12511-0600 12511-0601
171 172 173 174 175	A A A A	12511-0602 12511-0603 12511-0604 12511-0605 12511-0606
176 177 178 179 180	A A A A	12511-0607 12511-0608 12511-0609 12511-0610 12511-0611

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
181 182 183 184 185	A A A A	12511-0612 12511-0613 12511-0614 12511-0615 12511-0616
186 187 188 189 190	A A A A	12511-0617 12511-0618 12511-0619 12511-0620 12511-0621
191 192 1 2 3	A A B B	12511-0622 12511-0623 12511-0624 12511-0625 12511-0626
4 5 6 7 8	B B B B	12511-0627 12511-0628 12511-0629 12511-0630 12511-0631
9 10 11 12 13	B B B B	12511-0632 12511-0633 12511-0634 12511-0635 12511-0636
14 15 16 17 18	B B B B	12511-0637 12511-0638 12511-0639 12511-0640 12511-0641
19 20 21 22 23	B B B B	12511-0642 12511-0643 12511-0644 12511-0645 12511-0646
24 25 26 27 28	B B B B	12511-0647 12511-0648 12511-0649 12511-0650 12511-0651
29 30 31 32 33	B B B B	12511-0652 12511-0653 12511-0654 12511-0655 12511-0656

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
34 35 36 37 38	B B B B	12511-0657 12511-0658 12511-0659 12511-0660 12511-0661
39 40 41 42 43	B B B B	12511-0662 12511-0663 12511-0664 12511-0665 12511-0666
44 45 46 47 48	B B B B	12511-0667 12511-0668 12511-0669 12511-0670 12511-0671
49 50 51 52 53	B B B B	12511-0672 12511-0673 12511-0674 12511-0675 12511-0676
54 55 56 57 58	B B B B	12511-0677 12511-0678 12511-0679 12511-0680 12511-0681
59 60 61 62 63	B B B B	12511-0682 12511-0683 12511-0684 12511-0685 12511-0686
64 65 66 67 68	B B B B	12511-0687 12511-0688 12511-0689 12511-0690 12511-0691
69 70 71 72 73	B B B B	12511-0692 12511-0693 12511-0694 12511-0695 12511-0696
74 75 76 77 78	B B B B	12511-0697 12511-0698 12511-0699 12511-0700 12511-0701

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
79 80 81 82 83	B B B B	12511-0702 12511-0703 12511-0704 12511-0705 12511-0706
84 85 86 87 88	B B B B	12511-0707 12511-0708 12511-0709 12511-0710 12511-0711
89 90 91 92 93	B B B B	12511-0712 12511-0713 12511-0714 12511-0715 12511-0716
94 95 96 97 98	B B B B	12511-0717 12511-0718 12511-0719 12511-0720 12511-0721
99 100 101 102 103	B B B B	12511-0722 12511-0723 12511-0724 12511-0725 12511-0726
104 105 106 107 108	B B B B	12511-0727 12511-0728 12511-0729 12511-0730 12511-0731
109 110 111 112 113	B B B B	12511-0732 12511-0733 12511-0734 12511-0735 12511-0736
114 115 116 117 118	B B B B	12511-0737 12511-0738 12511-0739 12511-0740 12511-0741
119 120 121 122 123	B B B B	12511-0742 12511-0743 12511-0744 12511-0745 12511-0746

UNIT (Partie privative) 124 125 126 127	LEVEL (tage) B B B B B	PROPERTY ID. (Cote fonci}re) 12511-0747 12511-0748 12511-0750 12511-0751
129 130 131 132 133	B B B B	12511-0752 12511-0753 12511-0754 12511-0755 12511-0756
134 135 136 137 138	B B B B	12511-0757 12511-0758 12511-0759 12511-0760 12511-0761
139 140 141 142 143	B B B B	12511-0762 12511-0763 12511-0764 12511-0765 12511-0766
144 145 146 147 148	B B B B	12511-0767 12511-0768 12511-0769 12511-0770 12511-0771
149 150 151 152 153	B B B B	12511-0772 12511-0773 12511-0774 12511-0775 12511-0776
154 155 156 157 158	B B B B	12511-0777 12511-0778 12511-0779 12511-0780 12511-0781
159 160 161 162 163	B B B B	12511-0782 12511-0783 12511-0784 12511-0785 12511-0786
164 165 166 167 168	B B B B	12511-0787 12511-0788 12511-0789 12511-0790 12511-0791

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
169 170 171 172 173	B B B B	12511-0792 12511-0793 12511-0794 12511-0795 12511-0796
174 175 176 177 178	B B B B	12511-0797 12511-0798 12511-0799 12511-0800 12511-0801
179 180 181 182 183	B B B B	12511-0802 12511-0803 12511-0804 12511-0805 12511-0806
184 185 186 187 188	B B B B	12511-0807 12511-0808 12511-0809 12511-0810 12511-0811
189 190 191 192 193	B B B B	12511-0812 12511-0813 12511-0814 12511-0815 12511-0816
194 195 196 197 198	B B B B	12511-0817 12511-0818 12511-0819 12511-0820 12511-0821
199 200 201 202 203	B B B B	12511-0822 12511-0823 12511-0824 12511-0825 12511-0826
204 205 206 207 208	B B B B	12511-0827 12511-0828 12511-0829 12511-0830 12511-0831
209 210 211 212 213	B B B B	12511-0832 12511-0833 12511-0834 12511-0835 12511-0836

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
214 215 216 217 218	B B B B	12511-0837 12511-0838 12511-0839 12511-0840 12511-0841
219 220 221 222 223	B B B B	12511-0842 12511-0843 12511-0844 12511-0845 12511-0846
224 225 226 227 228	B B B B	12511-0847 12511-0848 12511-0849 12511-0850 12511-0851
229 230 231 232 233	B B B B	12511-0852 12511-0853 12511-0854 12511-0855 12511-0856
234 235 236 237 238	B B B B	12511-0857 12511-0858 12511-0859 12511-0860 12511-0861
239 240 241 242 243	B B B B	12511-0862 12511-0863 12511-0864 12511-0865 12511-0866
244 245 246 247 248	B B B B	12511-0867 12511-0868 12511-0869 12511-0870 12511-0871
249 250 251 252 253	B B B B	12511-0872 12511-0873 12511-0874 12511-0875 12511-0876
254 255 256 257 258	B B B B	12511-0877 12511-0878 12511-0879 12511-0880 12511-0881

UNIT (Partie privative) 259	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
260 261 262 263	B B B B	12511-0882 12511-0883 12511-0884 12511-0885 12511-0886
264 265 266 267 268	B B B B	12511-0887 12511-0888 12511-0889 12511-0890 12511-0891
269 270 271 272 273	B B B B	12511-0892 12511-0893 12511-0894 12511-0895 12511-0896
274 275 276 277 278	B B B B	12511-0897 12511-0898 12511-0899 12511-0900 12511-0901
279 280 281 282 283	B B B B	12511-0902 12511-0903 12511-0904 12511-0905 12511-0906
284 285 286 287 288	B B B B	12511-0907 12511-0908 12511-0909 12511-0910 12511-0911
289 290 291 292 293	B B B B	12511-0912 12511-0913 12511-0914 12511-0915 12511-0916
294 295 296 297 298	B B B B	12511-0917 12511-0918 12511-0919 12511-0920 12511-0921
299 300 301 302 303	B B B B	12511-0922 12511-0923 12511-0924 12511-0925 12511-0926

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
304 305 306 307 308	B B B B	12511-0927 12511-0928 12511-0929 12511-0930 12511-0931
309 310 311 312 313	B B B B	12511-0932 12511-0933 12511-0934 12511-0935 12511-0936
314 315 316 317 318	B B B B	12511-0937 12511-0938 12511-0939 12511-0940 12511-0941
319 320 321 322 323	B B B B	12511-0942 12511-0943 12511-0944 12511-0945 12511-0946
324 325 326 327 328	B B B B	12511-0947 12511-0948 12511-0949 12511-0950 12511-0951
329 330 331 332 333	B B B B	12511-0952 12511-0953 12511-0954 12511-0955 12511-0956
334 335 336 337 338	B B B B	12511-0957 12511-0958 12511-0959 12511-0960 12511-0961
339 340 341 342 343	B B B B	12511-0962 12511-0963 12511-0964 12511-0965 12511-0966
344 345 1 2 3	B B 1 1	12511-0967 12511-0968 12511-0001 12511-0002 12511-0003

UNIT (Partie privative) 4	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
5 6 7 8	1 1 1	12511-0005 12511-0006 12511-0007 12511-0008
9 10 11 12 13	1 1 1 1	12511-0009 12511-0010 12511-0011 12511-0012 12511-0013
14 15 16 17 18	1 1 1 1	12511-0014 12511-0015 12511-0016 12511-0017 12511-0018
19 20 21 22 23	1 1 1 1	12511-0019 12511-0020 12511-0021 12511-0022 12511-0023
24 25 26 27 28	1 1 1 1	12511-0024 12511-0025 12511-0026 12511-0027 12511-0028
29 30 31 32 33	1 1 1 1	12511-0029 12511-0030 12511-0031 12511-0032 12511-0033
 34 35 36 37 38	1 1 1 1	12511-0034 12511-0035 12511-0036 12511-0037 12511-0038
39 40 41 42 43	1 1 1 1	12511-0039 12511-0040 12511-0041 12511-0042 12511-0043
44 45 46 47 48	1 1 1 1	12511-0044 12511-0045 12511-0046 12511-0047 12511-0048

_ (UNIT Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	51 50 51 52 53	1 1 1 1	12511-0049 12511-0050 12511-0051 12511-0052 12511-0053
	54 55 56 57 58	1 1 1 1	12511-0054 12511-0055 12511-0056 12511-0057 12511-0058
	59 60 61 62 63	1 1 1 1	12511-0059 12511-0060 12511-0061 12511-0062 12511-0063
	64 65 66 67 68	1 1 1 1	12511-0064 12511-0065 12511-0066 12511-0067 12511-0068
	69 70 71 72 73	1 1 1 1	12511-0069 12511-0070 12511-0071 12511-0072 12511-0073
	74 75 76 77 78	1 1 1 1	12511-0074 12511-0075 12511-0076 12511-0077 12511-0078
	79 80 81 82 83	1 1 1 1	12511-0079 12511-0080 12511-0081 12511-0082 12511-0083
	84 1 2 3 4	1 2 2 2 2	12511-0084 12511-0085 12511-0086 12511-0087 12511-0088
	5 6 7 8 9	2 2 2 2 2	12511-0089 12511-0090 12511-0091 12511-0092 12511-0093

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
10	2	12511-0094
11	2	12511-0095
12	2	12511-0096
13	2	12511-0097
14	2	12511-0098
15	2	12511-0099
16	2	12511-0100
17	2	12511-0101
18	2	12511-0102
19	2	12511-0103
20	2	12511-0104
21	2	12511-0105
22	2	12511-0106
23	2	12511-0107
24	2	12511-0108
25	2	12511-0109
26	2	12511-0110
27	2	12511-0111
28	2	12511-0112
29	2	12511-0113
30	2	12511-0114
31	2	12511-0115
32	2	12511-0116
33	2	12511-0117
34	2	12511-0118
35	2	12511-0119
36	2	12511-0120
37	2	12511-0121
38	2	12511-0122
39	2	12511-0123
40	2	12511-0124
41	2	12511-0125
42	2	12511-0126
43	2	12511-0127
44	2	12511-0128
45	2	12511-0129
46	2	12511-0130
47	2	12511-0131
1	3	12511-0132
2	3	12511-0133
3 4 5 6 7	3 3 3 3	

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
8 9 10 11 12	3 3 3 3 3	12511-0139 12511-0140 12511-0141 12511-0142 12511-0143
13 14 15 16 17	3 3 3 3	12511-0144 12511-0145 12511-0146 12511-0147 12511-0148
18 19 20 21 22	3 3 3 3 3	12511-0149 12511-0150 12511-0151 12511-0152 12511-0153
23 24 25 26 27	3 3 3 3	12511-0154 12511-0155 12511-0156 12511-0157 12511-0158
28 29 30 31 32	3 3 3 3	12511-0159 12511-0160 12511-0161 12511-0162 12511-0163
33 34 35 36 37	3 3 3 3	12511-0164 12511-0165 12511-0166 12511-0167 12511-0168
38 39 40 41 42	3 3 3 3 3	12511-0169 12511-0170 12511-0171 12511-0172 12511-0173
43 44 45 46 47	3 3 3 3 3	12511-0174 12511-0175 12511-0176 12511-0177 12511-0178
1 2 3 4 5	4 4 4 4	12511-0179 12511-0180 12511-0181 12511-0182 12511-0183

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
6 7 8 9 10	4 4 4 4	12511-0184 12511-0185 12511-0186 12511-0187
11 12 13 14	4 4 4 4	12511-0188 12511-0189 12511-0190 12511-0191 12511-0192
15 16	4	12511-0192 12511-0193
17 18 19 20	4 4 4 4	12511-0195 12511-0196 12511-0197 12511-0198
21 22 23 24 25	4 4 4 4	12511-0199 12511-0200 12511-0201 12511-0202 12511-0203
26 27 28 29 30	4 4 4 4	12511-0204 12511-0205 12511-0206 12511-0207 12511-0208
31 32 33 34 35	4 4 4 4	12511-0209 12511-0210 12511-0211 12511-0212 12511-0213
36 37 38 39 40	4 4 4 4	12511-0214 12511-0215 12511-0216 12511-0217 12511-0218
41 42 43 44 45	4 4 4 4	12511-0219 12511-0220 12511-0221 12511-0222 12511-0223
46 47 1 2 3	4 4 5 5 5	12511-0224 12511-0225 12511-0226 12511-0227 12511-0228

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
4 5 6 7 8	5 5 5 5	12511-0229 12511-0230 12511-0231 12511-0232 12511-0233
9 10 11 12 13	5 5 5 5	12511-0234 12511-0235 12511-0236 12511-0237 12511-0238
14 15 16 17 18	5 5 5 5	12511-0239 12511-0240 12511-0241 12511-0242 12511-0243
19 20 21 22 23	5 5 5 5 5	12511-0244 12511-0245 12511-0246 12511-0247 12511-0248
24 25 26 27 28	5 5 5 5	12511-0249 12511-0250 12511-0251 12511-0252 12511-0253
29 30 31 32 33	5 5 5 5 5	12511-0254 12511-0255 12511-0256 12511-0257 12511-0258
34 35 36 37 38	5 5 5 5 5	12511-0259 12511-0260 12511-0261 12511-0262 12511-0263
39 40 41 42 43	5 5 5 5	12511-0264 12511-0265 12511-0266 12511-0267 12511-0268
44 45 46 47 1	5 5 5 5 6	12511-0269 12511-0270 12511-0271 12511-0272 12511-0273

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
2 3 4 5 6	6 6 6 6	12511-0274 12511-0275 12511-0276 12511-0277 12511-0278
7 8 9 10 11	6 6 6 6	12511-0279 12511-0280 12511-0281 12511-0282 12511-0283
12 13 14 15 16	6 6 6 6	12511-0284 12511-0285 12511-0286 12511-0287 12511-0288
17 18 19 20 21	6 6 6 6	12511-0289 12511-0290 12511-0291 12511-0292 12511-0293
22 23 24 25 26	6 6 6 6	12511-0294 12511-0295 12511-0296 12511-0297 12511-0298
27 28 29 30 31	6 6 6 6	12511-0299 12511-0300 12511-0301 12511-0302 12511-0303
32 33 34 35 36	6 6 6 6	12511-0304 12511-0305 12511-0306 12511-0307 12511-0308
37 38 39 40 41	6 6 6 6	12511-0309 12511-0310 12511-0311 12511-0312 12511-0313
42 43 44 45 46	6 6 6 6	12511-0314 12511-0315 12511-0316 12511-0317 12511-0318

UNIT (Partie privative) 47	LEVEL (tage) 6	PROPERTY ID. (Cote fonci}re)
1 2 3 4	7 7 7 7	12511-0319 12511-0320 12511-0321 12511-0322 12511-0323
5	7	12511-0324
6	7	12511-0325
7	7	12511-0326
8	7	12511-0327
9	7	12511-0328
10	7	12511-0329
11	7	12511-0330
12	7	12511-0331
13	7	12511-0332
14	7	12511-0333
15	7	12511-0334
16	7	12511-0335
17	7	12511-0336
18	7	12511-0337
19	7	12511-0338
20	7	12511-0339
21	7	12511-0340
22	7	12511-0341
23	7	12511-0342
24	7	12511-0343
25	7	12511-0344
26	7	12511-0345
27	7	12511-0346
28	7	12511-0347
29	7	12511-0348
30	7	12511-0349
31	7	12511-0350
32	7	12511-0351
33	7	12511-0352
34	7	12511-0353
35	7	12511-0354
36	7	12511-0355
37	7	12511-0356
38	7	12511-0357
39	7	12511-0358
40	7	12511-0359
41	7	12511-0360
1	8	12511-0361
2	8	12511-0362
3	8	12511-0363

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
4 5 6 7 8	8 8 8 8	12511-0364 12511-0365 12511-0366 12511-0367 12511-0368
9 10 11 12 13	8 8 8 8	12511-0369 12511-0370 12511-0371 12511-0372 12511-0373
14 15 16 17 18	8 8 8 8	12511-0374 12511-0375 12511-0376 12511-0377 12511-0378
19 20 21 22 23	8 8 8 8	12511-0379 12511-0380 12511-0381 12511-0382 12511-0383
24 25 26 27 28	8 8 8 8	12511-0384 12511-0385 12511-0386 12511-0387 12511-0388
29 30 31 32 33	8 8 8 8	12511-0389 12511-0390 12511-0391 12511-0392 12511-0393
34 35 36 37 38	8 8 8 8	12511-0394 12511-0395 12511-0396 12511-0397 12511-0398
39 40 41 1 2	8 8 9 9	12511-0399 12511-0400 12511-0401 12511-0402 12511-0403
3 4 5 6 7	9 9 9 9	12511-0404 12511-0405 12511-0406 12511-0407 12511-0408

N	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	8 9 10 11	9 9 9 9	12511-0409 12511-0410 12511-0411 12511-0412
	12	9	12511-0413
	13 14 15 1 2	9 9 9 10 10	12511-0414 12511-0415 12511-0416 12511-0417 12511-0418
	3 4 5 6 7	10 10 10 10	12511-0419 12511-0420 12511-0421 12511-0422 12511-0423
	8 9 10 11 12	10 10 10 10	12511-0424 12511-0425 12511-0426 12511-0427 12511-0428
	13 14 15	10 10 10	12511-0429 12511-0430 12511-0431

Province of Ontario	Document Form 4 — Land Regis		Do Process Softw B.460 0	vare Ltd. • (41)).H-By-law	•	1	D
	(1) Registry	Land Titles	(2) Page 1	of 35	pages		
	(3) Property Identifier(s)	Block 12511 - 0	Property DOO! How		Ad Se L.Su.c. So	ditional: e hedule	
AT 153474 CERTIFICATE OF RECEIPT RÉCÉPISSÉ	(Under Subsection	FE IN RESPECT ction 56(9), Cond			No. 3		
TORONTO (66)			Do	ollars \$ NIL			
RÉCÉPISSÉ TORONTO (66) 2003 -04- 2 8 /6 : 2-2	Condominium City of Toron	Common Elemen Plan No. 1511 to les Division of Th					
New Property Identifiers Addit See Sche	ional: dule						
Executions Additions See Scheiter	tional: (7) This Document Contains:	(a)Redescription New Easement Plan/Sketch	(b) Schedule	Add	ditional ties	Other	- ≺
(9) This Document relates to instrument number (10) Party(ies) (Set out Status or Interest) Name(s) TORONTO STANDARD CONDOM		Signature(s)		Conti	Y	Signatur	re
RPORATION NO. 1511		President			2003	.04 /	Ω.T
		Per: According to Secretary/Treas	urer Ly	apparature.	2003	04 /2	7
(11) Address c/o Del Property Manage M3H 5S9	ement Inc., 4800 Duffer	in Street, Buildin	g "C", Toronto	, Ontario,		<u> </u>	MALL
(12) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)			Date of	Signatur	re)
			•••••••••••••••••••••••••••••••••••••••				
					•••••		· ···
(13) Address for Service					·		-
(14) Municipal Address of Property	(15) Document Prepared	by:		Fees ar	nd Tax		\prec
650 Lawrence Assess Mari	Edward M. Hyland	В.4600-Н	<u> </u>	ation Fee			
Toronto, Ontario M6A 3E8	Iler Campbell 890 Yonge Street, S						***************************************
AND 21 and 25 Replin Road	Toronto, Ontario M B: 416-598-0103 F:	14W 3P4	OFFI				
Toronto, Ontario M6A 2M8	2. 110 370-0103 F;	TIV-U20*J404	TOR OFFICE US	otal			

7

CERTIFICATE IN RESPECT OF A BY-LAW

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (known as the Corporation) certifies that:

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

DATED this 10th day of April, 2003.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Title: President

Per: Name: Susan McGrath

Title: Secretary-Treasurer
We have the authority to bind the Corporation.

O:\CLIENT FILES\Q-S\SHERMOUNT CO-OP\REGISTERED CONDO - DOCUMENTS\CERTIFICATE BY-LAW 3.DOC

3

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 BY-LAW NO. 3

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 (the **Corporation**) as follows:

- The Board of Directors of the Corporation may, by resolution, grant a licence to an owner of a residential unit (Licensee) to use a bicycle lock-up space located in certain portions of the common elements comprising Toronto Standard Condominium Corporation Plan No. 1511 (the Condominium), subject to the following conditions:
 - a. such a licence shall be granted only to a Licensee who is an owner of a residential unit in the Condominium;
 - b. the licence shall be in writing;
 - the term of such licence shall not exceed a period of one year, though it may be renewed, from time to time, each renewal not to exceed a period of one year;
 - d. the licence agreement shall expressly provide that, if during any term or renewal term of the licence the Licensee transfers title in his or her residential unit to another person, the licence shall be of no further effect; and
 - e. the Licensee may not assign or sub-licence the licence except as may be permitted by the Rules that are in effect from time to time.
- 2. The Board of Directors of the Corporation may grant a licence as is contemplated in this by-law only in respect of bicycle lock-up spaces that are located on Level A of the Condominium, in the area designated "Bicycle Storage" on the description of the Condominium, adjacent to Parking Units 44 and 45 and the service area designated "Electrical Room" on the description of the Condominium.

DATED this /b day of April, 2003

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Per:

Name: Gilles Paradis
Title: President

Name: Susan McGrath

Title: Secretary

Me. Secretary

We have the authority to bind the Corporation.

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
1 2 3 4 5	A A A A	12511-0432 12511-0433 12511-0434 12511-0435 12511-0436
6 7 8 9 10	A A A A	12511-0437 12511-0438 12511-0439 12511-0440 12511-0441
11 12 13 14 15	A A A A	12511-0442 12511-0443 12511-0444 12511-0445 12511-0446
16 17 18 19 20	A A A A	12511-0447 12511-0448 12511-0449 12511-0450 12511-0451
21 22 23 24 25	A A A A	12511-0452 12511-0453 12511-0454 12511-0455 12511-0456
26 27 28 29 30	A A A A	12511-0457 12511-0458 12511-0459 12511-0460 12511-0461
31 32 33 34 35	A A A A	12511-0462 12511-0463 12511-0464 12511-0465 12511-0466
36 37 38 39 40	A A A A	12511-0467 12511-0468 12511-0469 12511-0470 12511-0471
41 42 43 44 45	A A A A	12511-0472 12511-0473 12511-0474 12511-0475 12511-0476

UNIT (Partie privative) 46 47 48 49 50	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0477 12511-0478 12511-0479 12511-0480 12511-0481
51 52 53 54 55	A A A A	12511-0482 12511-0483 12511-0484 12511-0485 12511-0486
56 57 58 59 60	A A A A	12511-0487 12511-0488 12511-0489 12511-0490 12511-0491
61 62 63 64 65	A A A A	12511-0492 12511-0493 12511-0494 12511-0495 12511-0496
66 67 68 69 70	A A A A	12511-0497 12511-0498 12511-0499 12511-0500 12511-0501
71 72 73 74 75	A A A A	12511-0502 12511-0503 12511-0504 12511-0505 12511-0506
76 77 78 79 80	A A A A	12511-0507 12511-0508 12511-0509 12511-0510 12511-0511
81 82 83 84 85	A A A A	12511-0512 12511-0513 12511-0514 12511-0515 12511-0516
86 87 88 89 90	A A A A	12511-0517 12511-0518 12511-0519 12511-0520 12511-0521

UNIT (Partie privative) 91 92 93 94	LEVEL (tage) A A A A A	PROPERTY ID. (Cote fonci}re) 12511-0522 12511-0523 12511-0524 12511-0525 12511-0526
96 97 98 99 100	A A A A	12511-0527 12511-0528 12511-0529 12511-0530 12511-0531
101 102 103 104 105	A A A A	12511-0532 12511-0533 12511-0534 12511-0535 12511-0536
106 107 108 109 110	A A A A	12511-0537 12511-0538 12511-0539 12511-0540 12511-0541
111 112 113 114 115	A A A A	12511-0542 12511-0543 12511-0544 12511-0545 12511-0546
116 117 118 119 120	A A A A	12511-0547 12511-0548 12511-0549 12511-0550 12511-0551
121 122 123 124 125	A A A A	12511-0552 12511-0553 12511-0554 12511-0555 12511-0556
126 127 128 129 130	A A A A	12511-0557 12511-0558 12511-0559 12511-0560 12511-0561
131 132 133 134 135	A A A A	12511-0562 12511-0563 12511-0564 12511-0565 12511-0566

	UNIT (Partie	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	privative)		•
	136 137	A A	12511-0567 12511-0568
	138 139	A A	12511-0569 12511-0570
	140	A	12511-0571
	141 142	A A	12511-0572 12511-0573
	143	A	12511-0574
	144 145	A A	12511-0575 12511-0576
	146	A	12511-0577
	147 148	A A	12511-0578 12511-0579
	149 150	A A	12511-0580
			12511-0581
	151 152	A A	12511-0582 12511-0583
	153	A	12511-0584
***************************************	154 155	A A	12511-0585 12511-0586
	156	A	12511-0587
	157 158	A A	12511-0588 12511-0589
	159 160	A A	12511-0590
			12511-0591
	161 162	A A	12511-0592 12511-0593
	163	A	12511-0594
	164 165	A A	12511-0595 12511-0596
	166	A	12511-0597
	167 168	A A	12511-0598 12511-0599
	169 170	A	12511-0600
		A	12511-0601
	171 172	A A	12511-0602 12511-0603
	173	A	12511-0604
	174 175	A A	12511-0605 12511-0606
	176	A	12511-0607
	177 178	A A	12511-0608 12511-0609
	179	A	12511-0610
	180	A	12511-0611

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
181 182 183 184 185	A A A A	12511-0612 12511-0613 12511-0614 12511-0615 12511-0616
186 187 188 189 190	A A A A	12511-0617 12511-0618 12511-0619 12511-0620 12511-0621
191 192 1 2 3	A A B B B	12511-0622 12511-0623 12511-0624 12511-0625 12511-0626
4 5 6 7 8	B B B B	12511-0627 12511-0628 12511-0629 12511-0630 12511-0631
9 10 11 12 13	B B B B	12511-0632 12511-0633 12511-0634 12511-0635 12511-0636
14 15 16 17 18	B B B B	12511-0637 12511-0638 12511-0639 12511-0640 12511-0641
19 20 21 22 23	B B B B	12511-0642 12511-0643 12511-0644 12511-0645 12511-0646
24 25 26 27 28	B B B B	12511-0647 12511-0648 12511-0649 12511-0650 12511-0651
29 30 31 32 33	B B B B	12511-0652 12511-0653 12511-0654 12511-0655 12511-0656

UNIT (Partie privativ	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
34 35 36 37 38	B B B B	12511-0657 12511-0658 12511-0659 12511-0660 12511-0661
39 40 41 42 43	B B B B	12511-0662 12511-0663 12511-0664 12511-0665 12511-0666
44 45 46 47 48	B B B B	12511-0667 12511-0668 12511-0669 12511-0670 12511-0671
49 50 51 52 53	B B B B	12511-0672 12511-0673 12511-0674 12511-0675 12511-0676
54 55 56 57 58	B B B B	12511-0677 12511-0678 12511-0679 12511-0680 12511-0681
59 60 61 62 63	B B B B	12511-0682 12511-0683 12511-0684 12511-0685 12511-0686
64 65 66 67 68	B B B B	12511-0687 12511-0688 12511-0689 12511-0690 12511-0691
69 70 71 72 73	B B B B	12511-0692 12511-0693 12511-0694 12511-0695 12511-0696
74 75 76 77 78	B B B B	12511-0697 12511-0698 12511-0699 12511-0700 12511-0701

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
79 80 81 82 83	B B B B	12511-0702 12511-0703 12511-0704 12511-0705 12511-0706
84 85 86 87 88	B B B B	12511-0707 12511-0708 12511-0709 12511-0710 12511-0711
89 90 91 92 93	B B B B	12511-0712 12511-0713 12511-0714 12511-0715 12511-0716
94 95 96 97 98	B B B B	12511-0717 12511-0718 12511-0719 12511-0720 12511-0721
99 100 101 102 103	B B B B	12511-0722 12511-0723 12511-0724 12511-0725 12511-0726
104 105 106 107 108	B B B B	12511-0727 12511-0728 12511-0729 12511-0730 12511-0731
109 110 111 112 113	B B B B	12511-0732 12511-0733 12511-0734 12511-0735 12511-0736
114 115 116 117 118	B B B B	12511-0737 12511-0738 12511-0739 12511-0740 12511-0741
119 120 121 122 123	B B B B	12511-0742 12511-0743 12511-0744 12511-0745 12511-0746

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
124 125 126 127 128	B B B B	12511-0747 12511-0748 12511-0749 12511-0750 12511-0751
129 130 131 132 133	B B B B	12511-0752 12511-0753 12511-0754 12511-0755 12511-0756
134 135 136 137 138	B B B B	12511-0757 12511-0758 12511-0759 12511-0760 12511-0761
139 140 141 142 143	B B B B	12511-0762 12511-0763 12511-0764 12511-0765 12511-0766
144 145 146 147 148	B B B B	12511-0767 12511-0768 12511-0769 12511-0770 12511-0771
149 150 151 152 153	B B B B	12511-0772 12511-0773 12511-0774 12511-0775 12511-0776
154 155 156 157 158	B B B B	12511-0777 12511-0778 12511-0779 12511-0780 12511-0781
159 160 161 162 163	B B B B	12511-0782 12511-0783 12511-0784 12511-0785 12511-0786
164 165 166 167 168	B B B B	12511-0787 12511-0788 12511-0789 12511-0790 12511-0791

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
169 170 171 172 173	B B B B	12511-0792 12511-0793 12511-0794 12511-0795 12511-0796
174 175 176 177 178	B B B B	12511-0797 12511-0798 12511-0799 12511-0800 12511-0801
179 180 181 182 183	B B B B	12511-0802 12511-0803 12511-0804 12511-0805 12511-0806
184 185 186 187 188	B B B B	12511-0807 12511-0808 12511-0809 12511-0810 12511-0811
189 190 191 192 193	B B B B	12511-0812 12511-0813 12511-0814 12511-0815 12511-0816
194 195 196 197 198	B B B B	12511-0817 12511-0818 12511-0819 12511-0820 12511-0821
199 200 201 202 203	B B B B	12511-0822 12511-0823 12511-0824 12511-0825 12511-0826
204 205 206 207 208	B B B B	12511-0827 12511-0828 12511-0829 12511-0830 12511-0831
209 210 211 212 213	B B B B	12511-0832 12511-0833 12511-0834 12511-0835 12511-0836

	UNIT Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
)	214 215 216 217 218	B B B B	12511-0837 12511-0838 12511-0839 12511-0840 12511-0841
	219 220 221 222 223	B B B B	12511-0842 12511-0843 12511-0844 12511-0845 12511-0846
	224 225 226 227 228	B B B B	12511-0847 12511-0848 12511-0849 12511-0850 12511-0851
	229 230 231 232 233	B B B B	12511-0852 12511-0853 12511-0854 12511-0855 12511-0856
	234 235 236 237 238	B B B B	12511-0857 12511-0858 12511-0859 12511-0860 12511-0861
	239 240 241 242 243	B B B B	12511-0862 12511-0863 12511-0864 12511-0865 12511-0866
	244 245 246 247 248	B B B B	12511-0867 12511-0868 12511-0869 12511-0870 12511-0871
	249 250 251 252 253	B B B B	12511-0872 12511-0873 12511-0874 12511-0875 12511-0876
	254 255 256 257 258	B B B B	12511-0877 12511-0878 12511-0879 12511-0880 12511-0881

	UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
	259 260 261 262 263	B B B B	12511-0882 12511-0883 12511-0884 12511-0885 12511-0886
	264 265 266 267 268	B B B B	12511-0887 12511-0888 12511-0889 12511-0890 12511-0891
	269 270 271 272 273	B B B B	12511-0892 12511-0893 12511-0894 12511-0895 12511-0896
	274 275 276 277 278	B B B B	12511-0897 12511-0898 12511-0899 12511-0900 12511-0901
	279 280 281 282 283	B B B B	12511-0902 12511-0903 12511-0904 12511-0905 12511-0906
	284 285 286 287 288	B B B B	12511-0907 12511-0908 12511-0909 12511-0910 12511-0911
48000	289 290 291 292 293	B B B B	12511-0912 12511-0913 12511-0914 12511-0915 12511-0916
	294 295 296 297 298	B B B B	12511-0917 12511-0918 12511-0919 12511-0920 12511-0921
	299 300 301 302 303	B B B B	12511-0922 12511-0923 12511-0924 12511-0925 12511-0926

	UNIT (Partie privative) 304 305 306 307 308	LEVEL (tage) B B B B B	PROPERTY ID. (Cote fonci}re) 12511-0927 12511-0928 12511-0929 12511-0930 12511-0931
	309 310 311 312 313	B B B B	12511-0932 12511-0933 12511-0934 12511-0935 12511-0936
	314 315 316 317 318	B B B B	12511-0937 12511-0938 12511-0939 12511-0940 12511-0941
	319 320 321 322 323	B B B B	12511-0942 12511-0943 12511-0944 12511-0945 12511-0946
	324 325 326 327 328	B B B B	12511-0947 12511-0948 12511-0949 12511-0950 12511-0951
	329 330 331 332 333	B B B B	12511-0952 12511-0953 12511-0954 12511-0955 12511-0956
all the	334 335 336 337 338	B B B B	12511-0957 12511-0958 12511-0959 12511-0960 12511-0961
	339 340 341 342 343	B B B B	12511-0962 12511-0963 12511-0964 12511-0965 12511-0966
	344 345 1 2 3	B B 1 1	12511-0967 12511-0968 12511-0001 12511-0002 12511-0003

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
4 5 6 7 8	1 1 1 1	12511-0004 12511-0005 12511-0006 12511-0007 12511-0008
9 10 11 12 13	1 1 1 1	12511-0009 12511-0010 12511-0011 12511-0012 12511-0013
14 15 16 17 18	1 1 1 1	12511-0014 12511-0015 12511-0016 12511-0017 12511-0018
19 20 21 22 23	1 1 1 1	12511-0019 12511-0020 12511-0021 12511-0022 12511-0023
24 25 26 27 28	1 1 1 1	12511-0024 12511-0025 12511-0026 12511-0027 12511-0028
29 30 31 32 33	1 1 1 1	12511-0029 12511-0030 12511-0031 12511-0032 12511-0033
34 35 36 37 38	1 1 1 1	12511-0034 12511-0035 12511-0036 12511-0037 12511-0038
39 40 41 42 43	1 1 1 1	12511-0039 12511-0040 12511-0041 12511-0042 12511-0043
44 45 46 47 48	1 1 1 1	12511-0044 12511-0045 12511-0046 12511-0047 12511-0048

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
49 50 51 52 53	1 1 1 1	12511-0049 12511-0050 12511-0051 12511-0052 12511-0053
54 55 56 57 58	1 1 1 1	12511-0054 12511-0055 12511-0056 12511-0057 12511-0058
59 60 61 62 63	1 1 1 1	12511-0059 12511-0060 12511-0061 12511-0062 12511-0063
64 65 66 67 68	1 1 1 1	12511-0064 12511-0065 12511-0066 12511-0067 12511-0068
69 70 71 72 73	1 1 1 1	12511-0069 12511-0070 12511-0071 12511-0072 12511-0073
74 75 76 77 78	1 1 1 1	12511-0074 12511-0075 12511-0076 12511-0077 12511-0078
79 80 81 82 83	1 1 1 1	12511-0079 12511-0080 12511-0081 12511-0082 12511-0083
84 1 2 3 4	1 2 2 2 2	12511-0084 12511-0085 12511-0086 12511-0087 12511-0088
5 6 7 8 9	2 2 2 2 2	12511-0089 12511-0090 12511-0091 12511-0092 12511-0093

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
10	2	12511-0094
11	2	12511-0095
12	2	12511-0096
13	2	12511-0097
14	2	12511-0098
15	2	12511-0099
16	2	12511-0100
17	2	12511-0101
18	2	12511-0102
19	2	12511-0103
20	2	12511-0104
21	2	12511-0105
22	2	12511-0106
23	2	12511-0107
24	2	12511-0108
25	2	12511-0109
26	2	12511-0110
27	2	12511-0111
28	2	12511-0112
29	2	12511-0113
30 31 32 33	2 2 2 2 2	12511-0114 12511-0115 12511-0116 12511-0117 12511-0118
35	2	12511-0119
36	2	12511-0120
37	2	12511-0121
38	2	12511-0122
39	2	12511-0123
40	2	12511-0124
41	2	12511-0125
42	2	12511-0126
43	2	12511-0127
44	2	12511-0128
45	2	12511-0129
46	2	12511-0130
47	2	12511-0131
1	3	12511-0132
2	3	12511-0133
3 4 5 6 7	3 3 3 3	

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
8 9 10 11 12	3 3 3 3	12511-0139 12511-0140 12511-0141 12511-0142 12511-0143
13 14 15 16 17	3 3 3 3	12511-0144 12511-0145 12511-0146 12511-0147 12511-0148
18 19 20 21 22	3 3 3 3	12511-0149 12511-0150 12511-0151 12511-0152 12511-0153
23 24 25 26 27	3 3 3 3	12511-0154 12511-0155 12511-0156 12511-0157 12511-0158
28 29 30 31 32	3 3 3 3	12511-0159 12511-0160 12511-0161 12511-0162 12511-0163
33 34 35 36 37	3 3 3 3	12511-0164 12511-0165 12511-0166 12511-0167 12511-0168
38 39 40 41 42	3 3 3 3 3	12511-0169 12511-0170 12511-0171 12511-0172 12511-0173
43 44 45 46 47	3 3 3 3 3	12511-0174 12511-0175 12511-0176 12511-0177 12511-0178
1 2 3 4 5	4 4 4 4	12511-0179 12511-0180 12511-0181 12511-0182 12511-0183

UNIT (Partie privative) 6 7 8 9 10	LEVEL (tage) 4 4 4 4 4	PROPERTY ID. (Cote fonci}re) 12511-0184 12511-0185 12511-0186 12511-0187 12511-0188
11 12 13 14 15	4 4 4 4 4	12511-0188 12511-0189 12511-0190 12511-0191 12511-0192 12511-0193
16 17 18 19 20	4 4 4 4	12511-0194 12511-0195 12511-0196 12511-0197 12511-0198
21 22 23 24 25	4 4 4 4	12511-0199 12511-0200 12511-0201 12511-0202 12511-0203
26 27 28 29 30	4 4 4 4	12511-0204 12511-0205 12511-0206 12511-0207 12511-0208
31 32 33 34 35	4 4 4 4	12511-0209 12511-0210 12511-0211 12511-0212 12511-0213
36 37 38 39 40	4 4 4 4	12511-0214 12511-0215 12511-0216 12511-0217 12511-0218
41 42 43 44 45	4 4 4 4	12511-0219 12511-0220 12511-0221 12511-0222 12511-0223
46 47 1 2 3	4 4 5 5 5	12511-0224 12511-0225 12511-0226 12511-0227 12511-0228

UNIT (Partie privative) 4 5	LEVEL (tage) 5 5	PROPERTY ID. (Cote fonci}re) 12511-0229 12511-0230
6 7 8	5 5 5	12511-0231 12511-0232 12511-0233
9 10 11 12 13	5 5 5 5	12511-0234 12511-0235 12511-0236 12511-0237 12511-0238
14 15 16 17 18	5 5 5 5	12511-0239 12511-0240 12511-0241 12511-0242 12511-0243
19 20 21 22 23	5 5 5 5	12511-0244 12511-0245 12511-0246 12511-0247 12511-0248
24 25 26 27 28	5 5 5 5	12511-0249 12511-0250 12511-0251 12511-0252 12511-0253
29 30 31 32 33	5 5 5 5 5	12511-0254 12511-0255 12511-0256 12511-0257 12511-0258
34 35 36 37 38	5 5 5 5 5	12511-0259 12511-0260 12511-0261 12511-0262 12511-0263
39 40 41 42 43	5 5 5 5	12511-0264 12511-0265 12511-0266 12511-0267 12511-0268
44 45 46 47 1	5 5 5 6	12511-0269 12511-0270 12511-0271 12511-0272 12511-0273

UNIT (Partie privative)	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
2	6	12511-0274
3	6	12511-0275
4	6	12511-0276
5	6	12511-0277
6	6	12511-0278
7	6	12511-0279
8	6	12511-0280
9	6	12511-0281
10	6	12511-0282
11	6	12511-0283
12	6	12511-0284
13	6	12511-0285
14	6	12511-0286
15	6	12511-0287
16	6	12511-0288
17	6	12511-0289
18	6	12511-0290
19	6	12511-0291
20	6	12511-0292
21	6	12511-0293
22	6	12511-0294
23	6	12511-0295
24	6	12511-0296
25	6	12511-0297
26	6	12511-0298
27	6	12511-0299
28	6	12511-0300
29	6	12511-0301
30	6	12511-0302
31	6	12511-0303
32	6	12511-0304
33	6	12511-0305
34	6	12511-0306
35 36	6	12511-0307 12511-0308
37	6	12511-0309
38	6	12511-0310
39	6	12511-0311
40	6	12511-0312
41	6	12511-0313
42	6	12511-0314
43	6	12511-0315
44	6	12511-0316
45	6	12511-0317
46	6	12511-0318

UNIT (Partie privative	LEVEL (tage)	PROPERTY ID. (Cote fonci}re)
47 1 2 3 4	, 6 7 7 7 7	12511-0319 12511-0320 12511-0321 12511-0322 12511-0323
5	7	12511-0324
6	7	12511-0325
7	7	12511-0326
8	7	12511-0327
9	7	12511-0328
10	7	12511-0329
11	7	12511-0330
12	7	12511-0331
13	7	12511-0332
14	7	12511-0333
15	7	12511-0334
16	7	12511-0335
17	7	12511-0336
18	7	12511-0337
19	7	12511-0338
20	7	12511-0339
21	7	12511-0340
22	7	12511-0341
23	7	12511-0342
24	7	12511-0343
25	7	12511-0344
26	7	12511-0345
27	7	12511-0346
28	7	12511-0347
29	7	12511-0348
30	7	12511-0349
31	7	12511-0350
32	7	12511-0351
33	7	12511-0352
34	7	12511-0353
35	7	12511-0354
36	7	12511-0355
37	7	12511-0356
38	7	12511-0357
39	7	12511-0358
40	7	12511-0359
41	7	12511-0360
1	8	12511-0361
2	8	12511-0362
3	8	12511-0363

UNIT (Partie privative) 4 5 6 7	LEVEL (tage) 8 8 8 8	PROPERTY ID. (Cote fonci}re) 12511-0364 12511-0365 12511-0366 12511-0367
, 8 9 10	8 8 8	12511-0368 12511-0369 12511-0370
11 12 13	8 8 8	12511-0371 12511-0372 12511-0373
14 15 16 17 18	8 8 8 8	12511-0374 12511-0375 12511-0376 12511-0377 12511-0378
19 20 21 22 23	8 8 8 8	12511-0379 12511-0380 12511-0381 12511-0382 12511-0383
24 25 26 27 28	8 8 8 8	12511-0384 12511-0385 12511-0386 12511-0387 12511-0388
29 30 31 32 33	8 8 8 8	12511-0389 12511-0390 12511-0391 12511-0392 12511-0393
34 35 36 37 38	8 8 8 8	12511-0394 12511-0395 12511-0396 12511-0397 12511-0398
39 40 41 1 2	8 8 9 9	12511-0399 12511-0400 12511-0401 12511-0402 12511-0403
3 4 5 6 7	9 9 9 9	12511-0404 12511-0405 12511-0406 12511-0407 12511-0408

UNIT	LEVEL	PROPERTY ID.
(Partie	(tage)	(Cote fonci}re)
privative)		
8	9	12511-0409
9 10	9	12511-0410
11	9	12511-0411
12	9 9	12511-0412
12	9	12511-0413
13	9	12511-0414
14	9	12511-0415
15	9	12511-0416
1	10	12511-0417
2	10	12511-0418
3	10	12511-0419
4	10	12511-0420
5 6	10	12511-0421
7	10	12511-0422
,	10	12511-0423
8	10	12511-0424
9	10	12511-0424
10	10	12511-0425
11	10	12511-0427
12	10	12511-0428
13	10	12511-0429
14	10	12511-0430
15	10	12511-0431



Toronto Standard Condominium Corporation No. 1511

650 Lawrence Ave West / Replin Road Toronto, Ontario

The Board of Directors may from time to time make such additional rules or vary and amend such rules respecting the use of Units or Common Elements for

the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements.

Owners are advised as to the intention of the Board to establish a policy of control. Access cards (key fobs) should be issued, as requested to resident owners.

Access cards (key fobs) shall be issued to resident renters based on information provided by owners.

Rules governing the issue of Access Cards (key fobs) will be as follows:

- A. A maximum of two key fobs, if requested, to residents of bacherlorette and one bedroom suites
 - B. A maximum of three key fobs, if requested, to two bedroom suites, maximum of four key fobs, if requested, to three / four bedroom suites.
 - C. Additional key fobs may be issued if a signed statement is provided verifying the residency of the individual or individuals,
 - D. Exceptions to the above will necessitate a written request to the Board of Directors, or representative member, for authority,
 - E. No key fobs are to be issued to a person under the age of 16 years
- F. No garage entry to be activated on the computer unless a parking space is allotted.

21/01/2007



Toronto Standard Condominium Corporation No. 1511

Visitor Parking Regulations

The visitor parking is available and clearly marked on the P1 parking level. Visitor's parking spots are indicated with a "V."

Parking is available for visitors, not residents. Residents parking in the visitors parking areas will be ticketed.

Overnight visitor's passes are required when guests intend to spend the evening beyond 2:00 a. m.

Residents may obtain an overnight visitor Parking Permit for their guest from the Management or Security.

This permit is to be left on the front dashboard of the visitor's car, visible to the patrol officer.

Any vehicle parked in the visitor's parking lot not having a visible valid permit will be **ticketed and/or** towed.

Visitors will be allowed a maximum of ten non - consecutive parking passes per licence plate per month.

Security personal are only allowed to issue three (3) day passes per licence plate per month

Extended parking permits must be obtained from the Management office only.

No "extended" overnight pass is to go beyond the end of the month as passes are counted on a monthly basis.

It is the resident's obligation to notify Management / Security to ensure that the parking pass has been obtained by their guest and clearly displayed in the windshield of the vehicle.

Individuals requiring "special" parking passes beyond the ten passes per month are to be advised that they may pay a fee of \$15.00 per week, \$60.00 per month limited to spots available.

Visitor parking is available on a first come first served basis.

Note — Parking revenues pays the condominium fees associated with each visitor parking space, the annual cleaning and maintenance of each parking space and the general maintenance of the visitor parking area.

21/01/2007

Toronto Standard Condominium Corporation No. 1511

Rules

The following rules shall be observed by the Owners and the term "Owners" shall include the Owner or any other person occupying the Unit with the Owner's approval.

- 1. Other than as permitted by the Declaration, no one other than the Declarant, its agents or their respective successors and/or assigns from time to time shall:
- a) inscribe, paint, affix or place a sign, advertisement or notice; or
- b) erect any awning or shade.

on any part of the inside of the building of Common Elements whatsoever without the prior written consent of the Board.

- 2. No Owner shall do, or permit anything to be done, in his/her Unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of the other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 3. Water shall not be left running unless in actual use, nor shall the owner permit the use of water in such a manner as to increase the risk of flooding or increase the rate of insurance on any building or on property kept therein.
- 4. The Owner shall not place, leave or permit to be placed or be left, in or upon Common Elements, including those of which he/she has the exclusive use, any debris, refuse or garbage except on days designated by the Board or the manger as garbage pick-up days.
- 5. Owners, their families, guests, visitors, and persons having business with them shall not create, or permit the creation of or continuation of, any noise or nuisance that, in the opinion of the Board, the Property Manager, or persons designated by the Board, may or does disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, and persons having business with them.
- 6. No animal, livestock, reptile, or fowl, other than a cat, dog, canary, budgie, guide-dog (as defined in the Blind Persons' Rights Act, R.S.O. 1990) or tropical fish, shall be kept or allowed upon the Common Elements (including those parts thereof of which the Owner has the exclusive use), provided that any such cat, dog or guide-dog is not permitted to run free upon the Common Elements. Owners are responsible for cleaning up after their pet. Notwithstanding the foregoing, no cat, dog, canary budgie, guide-dog as aforesaid or tropical fish, which is deemed by the Board in its absolute discretion to be

a nuisance, shall be kept by any Owner on any part of the Common Elements or in any Unit. Such Owner, within two weeks of receipt of a written notice from the Board or the Property Manager requesting the removal of such animal, shall permanently remove the same from the Common Elements or Units.

- 7. Owners shall not overload existing electrical circuits.
- 8. No auction sale shall be held on the property nor shall any garage sale be held on the property without the prior written consent of the Board, which consent may be arbitrarily withheld.
- 9. a) No combustible or offensive goods, provisions or materials shall be kept on the property.
- b) Barbecues are not permitted to be stored or used on the balcony or terrace areas of the high-rise building.
- c) Only artificial, non-combustible Christmas trees are permitted in the high-rise building.
- 10. No noise caused by any musical instrument or other device or otherwise, which in the opinion of the Board will disturb the comfort of the other Owners, shall be permitted.
- 11. a) The sidewalks, entry passageways, corridors, driveways, and roadways used in common by the Owners shall not be obstructed or used for any purpose other than for entering and exiting respective Units.
- b) Vehicles are not permitted to park on the townhouse roadway, sidewalks, or any other designated fire route.
- 12. No mops, brooms, dusters, rugs, clothing or bedding shall be shaken, beaten, or hung from any window, door, balcony, or those parts of the Common Elements over which the Owner has exclusive use. No items including, but not limited to, cigarette butts, bottle caps or garbage shall be thrown off the balconies.
- 13. No motor vehicle, other than a private passenger automobile, motorcycle, trailer, or boat appropriate to the size of the designated parking unit, shall be parked on any Parking Unit, nor shall any major repairs be made to such items on the Common Elements or any Parking Unit. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway, roadway or parking space. The Owner shall be responsible for cleaning or repairs, at their own expense and in accordance with all applicable laws, for any spills or damages.
- 14. No television antennae, aerial, tower, satellite dish, or similar structure, together with appurtenances thereto, shall be erected on or fastened to any Unit, except in connection with a common television cable system.

- 15. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, or adjoining lands, including grass, trees, shrubs, hedges, flowers or flower beds.
- 16. No building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained, on the Common Elements.
- 17. Clothes washers or dryers shall not be operated unless a person is present in the Unit. Bachelor suite Owners are not permitted to store or operate washers or dryers within their suites.
- 18. No one, other than the Corporation, the Declarant or either of their authorized representatives, shall place or install fences on any part of the Units or Common Elements.
- 19. The exterior side of all drapes, curtains and blinds installed in windows of Units shall be white.
- 20. Owners must obtain authorization for Visitor vehicles to be parked in the Visitor underground parking. Failure to do so may result in ticketing or towing charges.
- 21. Food items, other than canned goods or bottled or sealed beverages, are not permitted to be stored in lockers.
- 22. Bicycles must enter and exit the high-rise building exclusively by way of the bicycle ramp and are to be stored only in the bike room. Bicycles are not allowed to be stored or to trespass in other areas of the building such the elevators, hallways, units or balconies. Bicycles in the townhouse area are not to be locked to posts or gas meters.
- 23. All Owners are responsible for obtaining their own condominium or tenant insurance package.
- 24. Appropriate footwear and clothing must be worn in the common areas of the building at all times.
- 25. Balcony floor coverings are allowed only between April and October.
- 26. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any Owner, or by the Owner's family, guests, agents, or occupants of the Owner's Unit, shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

The Board of Directors may from time to time make such additional rules or vary and amend such rules respecting the use of Units or Common Elements for the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements.

I HEREBY CERTIFY that the foregoing are the initial rules in respect of the Units on Common Elements of Toronto Standard Condominium Corporation No. 1511.

Toronto Standard Condominium Corporation No. 1511

Per:

Name: Sheldon Waltman

Title: Secretary, T.S.C.C. 151
Date: MAY 31

Per:

Name: George E. Lamrock Title: President, T.S.C.C. 1511

Date: May 31/04

NOTICE RE.: RULES

TO: SHERMOUNT CO-OPERATIVE HOUSING DEVELOPMENT CORPORATION c/o
Options for Homes
468 Queen Street East
Suite 310
Toronto, Ontario M5A 1T7

Pursuant to the *Condominium Act, 1998*, notice is hereby given that the Board of Directors, by a resolution dated April 10, 2003, enacted rules respecting the use of Common Elements and Units of Toronto Standard Condominium Plan No. 1511 in the form attached to this Notice as Schedule "A."

The Board of Directors proposes that the Rules shall become effective on May 10, 2003.

As an Owner, you have the right to requisition a meeting of Owners for the purpose of amending or replacing the attached Rules, in accordance with section 46 of the *Condominium Act, 1998.*

DATED this 10th day of April, 2003

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Per:

NAME: Gilles Paradis
TITLE: President

Per:

NAME: Susan McGrath
TITLE: Secretary-Treasurer
We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

RULES

The following rules shall be observed by the Owners and the term "Owner" shall include the Owner or any other person occupying the Unit with the Owner's approval.

- 1. Other than as permitted by the Declaration, no one other than the Declarant, its agents or their respective successors and/or assigns from time to time shall:
 - (a) inscribe, paint, affix or place a sign, advertisement or notice; or
 - (b) erect any awning or shade,
 - on any part of the inside or outside of the building or Common Elements whatsoever without the prior written consent of the board.
- 2. No Owner shall do, or permit anything to be done, in his/her Unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- 3. Water shall not be left running unless in actual use.
- 4. The Owner shall not place, leave, or permit to be placed or be left, in or upon the Common Elements, including those of which he/she has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days.
- 5. Owners, their families, guests, visitors and servants shall not create, or permit the creation of or continuation of, any noise or nuisance that, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other Owners, their families, guests, visitors, servants and persons having business with them.
- 6. No animal, livestock, reptile or fowl, other than a cat, dog, canary, budgie, guide-dog (as defined in the *Blind Persons' Rights Act*, R.S.O. 1990) or tropical fish, shall be kept or allowed upon the Common Elements (including those parts thereof of which the Owner has the exclusive use), provided that any such cat, dog or guide-dog is not permitted to run free upon the Common Elements. Notwithstanding the foregoing, no cat, dog, canary budgie, guide-dog as aforesaid or tropical fish, which is deemed by the board in its absolute discretion to be a nuisance, shall be kept by any Owner on any part of the Common Elements or in any Unit. Such Owner, within two weeks of receipt of a written notice from the board or the manager requesting the removal of such animal, shall permanently remove the same from the Common Elements or Units.
- 7. Owners shall not overload existing electrical circuits.
- 8. No auction sale shall be held on the property nor shall any garage sale be held on the property without the prior written consent of the board, which consent may be arbitrarily withheld.
- 9. No combustible or offensive goods, provisions or materials shall be kept on the property.
- 10. No noise caused by any instrument or other device or otherwise, which in the opinion of the board may disturb the comfort of the other Owners, shall be permitted.

- 11. The sidewalks, entry, passageways, walkways, corridors and driveways used in common by the Owners shall not be obstructed by any of the Owners or used by them for any purpose other than for ingress and egress to and from their respective Units.
- 12. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the Common Elements over which the Owner has exclusive use.
- 13. No motor vehicle, other than a private passenger automobile, or boat shall be parked on any Parking Unit, nor shall any major repairs be made to such motor vehicle on the Common Elements or any Parking Unit, and no motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space. The Owner shall be responsible for cleaning, at his/her own expense and in accordance with all applicable laws, any spills resulting from repairs.
- 14. No television antennae, aerial, tower, satellite dish, or similar structure, together with appurtenances thereto, shall be erected on or fastened to any Unit, except in connection with a common television cable system.
- 15. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, or adjoining lands, including grass, trees, shrubs, hedges, flowers or flower beds.
- 16. No building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation, shall be placed, located, kept or maintained, on the Common Elements.
- 17. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any Owner, or by the Owner's family, guests, servants, agents or occupants of the Owner's Unit, shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- 18. Clothes washers or dryers shall not be operated unless a person is present in the Unit.
- 19. No one, other than the Corporation, the Declarant or either of their authorized representatives, shall place or install fences on any part of the Units or Common Elements.
- 20. The exterior side of all drapes, curtains and blinds installed in windows of Units shall be white.

The Owners may from time to time make such additional rules or vary and amend such rules respecting the use of Units or Common Elements for the purpose of preventing unreasonable interference with the use and enjoyment of the Units and Common Elements.

I HEREBY CERTIFY that the foregoing are the initial rules in respect of the Units and Common Elements of Toronto Standard Condominium Corporation No. 1511.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511

Per:

Title:

* EDGLETARE TREASURE



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. 1511

ADDITIONAL NAMED ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED

INSUREDS: MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 650 Lawrence Avenue West

21-25 Replin Road; North York, Ontario

M6A 3E8

TERM: September 30, 2020 TO September 30, 2021

COMMERCIAL PACKAGE POLICY NO. 7127898

PROPERTY: Form: Comprehensive All Risk Policy

Amount of Insurance: \$114,908,821.00

Deductibles: \$ 10,000.00 STANDARD

\$ 10,000.00 SEWER BACKUP

\$ 10,000.00 WATER \$ 25,000.00 FLOOD

\$ 100,000.00 EARTHQUAKE

Company: Wawanesa Insurance 30%

Novex Insurance Company 40% Aviva Insurance Company of Canada 30%

COMPREHENSIVE GENERAL LIABILITY:

WawanesaLimit of Liability:\$5,000,000.00NovexExcess Limit of Liability\$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

 Wawanesa
 Limit of Liability:
 \$5,000,000.00

 Novex
 Excess Limit of Liability
 \$5,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$114,908,821.00

Company: Aviva Insurance Company of Canada

Policy Number: **81638409-0437**

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: September 21, 2020

Form 15

Condominium Act, 1998

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

TO: All Owners in Toronto Standard Condominium Corporation No. 1511

The Board has received and reviewed a Class 1 Reserve Fund Study dated November 27, 2018 prepared by R and C Engineering 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.

In 2018 the average contribution per unit per month to the Reserve Fund was \$71.18. Based on the proposed funding plan, there will be an average increase in contribution per unit per month of \$18.51 in 2019, followed by an average increase of \$4.83 in 2020, and an average increase of \$5.08 in 2020.

The proposed funding plan will be implemented beginning on April 1, 2019.

Dated this day of

Toronto Standard Condominium Corporation No. 1511

(signature)

print name)

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

JANA BANDA

(print name)

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 1 Reserve Fund Study dated November 27, 2018,

prepared by R and C Engineering Inc. for Toronto Standard Condominium Corporation No. 1511

(known as the "Reserve Fund Study").

Subsection 94 (1) of the Condominium Act, 1998, requires the Corporation to conduct periodic

studies to determine whether the amount of money in the Reserve Fund and the amount of

contributions collected by the Corporation are adequate to provide for the expected costs of

major repair and replacement of the common elements and assets of the Corporation. As a result,

the Corporation has obtained the Reserve Fund Study.

The estimated expenditures from the Reserve Fund for the next thirty (30) years are set out in the

CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount

to be contributed each year to the Reserve Fund, exclusive of interest earned on the Reserve

Fund. The 2019 contribution has been pre-set to \$463,879. The recommended annual

contribution for the fiscal year ending in 2020 is increased by 5.38% based on the estimated

expenditures and the following:

Opening Balance of the Reserve Fund (March 31, 2018):

\$3,797,394

Minimum Reserve Fund Balance during the projected period:

\$91,424

Assumed Annual Inflation Rate for Reserve Fund Expenditures:

2%

Assumed Annual Interest Rate for interest earned on the Reserve Fund:

1.5% in Years 1 to 10

2% in Years 11 to 30

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. 1511 has reviewed the Class 1

Reserve Fund Study dated November 27, 2018, prepared by R and C Engineering Inc. for the

Corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding

of the Reserve Fund that the Board has determined will ensure that, in accordance with the

regulations made under the Condominium Act, 1998, the Reserve Fund will be adequate for the

major repair and replacement of the common elements and assets of the corporation.

The Board has adopted the funding recommendations of the Reserve Fund Study and will

implement them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan is:

• Fiscal Year ending in 2019: \$463,879

• Fiscal Year ending in 2020: \$488,836

Fiscal Year ending in 2021: \$515,135



CONTRIBUTION SUMMARY TABLE TSCC 1511 - Reserve Fund Study November 27, 2018

Opening Balance of the Reserve Fund (March 31, 2018) \$3,797,394

Minimum Reserve Fund Balance (as indicated in this table) \$91,424

Assumed Annual Inflation Rate for Reserve Fund Expenditures 2.00% Years 1 to 30

Assumed Annual Interest Rate for interest earned on the Reserve Fund 2.00% Years 11 to 30

Year Fiscal Year Ending	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
0010	00.707.004	0.100.000				
2019	\$3,797,394	\$463,879	-\$923,775	\$50,112		\$3,387,610
2020	\$3,387,610	\$488,836	-\$1,776,157	\$34,458	5.38%	\$2,134,747
2021	\$2,134,747	\$515,135	-\$826,483	\$26,454	5.38%	\$1,849,853
2022	\$1,849,853	\$542,849	-\$149,896	\$29,992	5.38%	\$2,272,799
2023	\$2,272,799	\$572,055	-\$217,720	\$35,815	5.38%	\$2,662,948
2024	\$2,662,948	\$602,831	-\$867,090	\$34,578	5.38%	\$2,433,267
2025	\$2,433,267	\$635,263	-\$671,277	\$33,547	5.38%	\$2,430,800
2026	\$2,430,800	\$669,441	-\$58,411	\$40,675	5.38%	\$3,082,505
2027	\$3,082,505	\$705,457	-\$275,387	\$48,313	5.38%	\$3,560,888
2028	\$3,560,888	\$743,410	-\$375,426	\$54,670	5.38%	\$3,983,542
2029	\$3,983,542	\$758,278	-\$646,030	\$58,096	2.00%	\$4,153,886
2030	\$4,153,886	\$773,444	-\$498,780	\$62,439	2.00%	\$4,490,989
2031	\$4,490,989	\$788,913	-\$763,133	\$64,648	2.00%	\$4,581,417
2032	\$4,581,417	\$804,691	-\$811,285	\$65,578	2.00%	\$4,640,401
2033	\$4,640,401	\$820,785	-\$396,609	\$71,269	2.00%	\$5,135,846
2034	\$5,135,846	\$837,201	-\$1,277,498	\$68,905	2.00%	\$4,764,453
2035	\$4,764,453	\$853,945	-\$2,235,348	\$52,582	2.00%	\$3,435,631
2036	\$3,435,631	\$871,023	-\$640.820	\$50,658	2.00%	\$3,716,493
2037	\$3,716,493	\$888,444	-\$1,214,473	\$48,534	2.00%	\$3,438,997
2038	\$3,438,997	\$906,213	-\$3,009,247	\$24,174	2.00%	\$1,360,136
2039	\$1,360,136	\$924,337	-\$1,121,653	\$14,242	2.00%	\$1,177,063
2040	\$1,177,063	\$942,824	-\$333,977	\$20,511	2.00%	\$1,806,421
2041	\$1,806,421	\$961,680	-\$1,746,957	\$14,171	2.00%	\$1,035,315
2042	\$1,035,315	\$980,914	-\$8,909	\$22,308	2.00%	\$2,029,627
2043	\$2,029,627	\$1,000,532	-\$737,010	\$29,229	2.00%	\$2,322,378
2044	\$2,322,378	\$1,020,543	-\$2,670,212	\$15,765	2.00%	\$688,474
2045	\$688,474	\$1,040,954	-\$1,505,836	\$9,771	2.00%	\$233,363
2046	\$233,363	\$1,061,773	-\$1,211,918	\$8,206	2.00%	\$91,424
2047	\$91,424	\$1,083,008	-\$393,471	\$7.820	2.00%	\$788,781
2048	\$788,781	\$1,104,668	-\$1,430,780	\$10,588	2.00%	\$473,257

NOTE:

YEAR 1 CONTRIBUTION IS PRE-SET \$463,879.

Toronto Standard Condominium Corporation #1511 (FINAL) 2019/20 BUDGET & PROJECTED REVENUE AND EXPENSES AND 2020/21 BUDGET

	2019/20	2019/20	2020/21	Increase
	Budget	Projected	Budget	Percentage
<u>REVENUE</u>				
310100 Common Expense Contribution	2,160,768	2,160,776	2,268,441	4.98%
310160 Contribution from Surplus	12,000	12,000	18,000	
321000 Interest Income	5,000	7,411	5,000	
330500 Access Control - Keys etc.	2,900	2,925	2,880	
331000 Bike Rack Income - Rentals	360	452	-	
331100 Parking Revenue	18,000	17,123	17,000	
332000 Party Room Rental	10,100	8,950	7,200	
333000 Guest Suite Revenue	-	-	-	
349000 Miscellaneous Income	1,200	410	1,200	
349020 Laundry Revenue	7,000	6,814	6,000	
TOTAL REVENUE	2,217,328	2,216,861	2,325,721	
<u>EXPENSES</u>				
<u></u>				
401000 Gas	160,026	168,849	172,000	
402000 Hydro	356,040	354,412	371,000	
403000 Water	345,075	329,584	341,000	
404000 Telephone	1,320	982	1,320	
TOTAL UTILITIES	862,461	853,827	885,320	
<u>CONTRACT</u>				
500100 Cleaning	122,400	122,500	124,561	
500200 Concierge / Security Services	151,936	139,700	140,362	
501000 Elevators	23,976	23,524	24,265	
502000 Fire Alarm Monitoring/Life Safety	960	464	1,800	
502500 Fire Alarm Protection-Monthly	5,400	1,231	2,175	
503000 Fire Alarm Protection-Annual	-	3,550	3,600	
504000 Generator	3,000	2,499	3,000	
505000 HVAC - All Inclusive	33,900	33,900	34,026	
505500 HVAC - Fan Coils/Heat Pumps	38,000	33,795	40,000	
506000 Garage Cleaning/Power wash	11,500	5,571	12,000	
507000 Landscaping & Snow Removal	30,216	34,591	31,130	
508000 Pest Control	5,600	1,327	1,342	
508500 Odour Control	1,200	1,469	1,559	
509000 Waste Removal	17,000	19,659	21,600	
510000 Window Cleaning	10,400	10,791	11,000	
511000 Carpet Cleaning	2,500	3,522	2,000	
TOTAL CONTRACT	457,988	438,093	454,421	

REPAIR/MAINTENANCE EXPENSES			
532000 BS - Emergency Generator R&M	600	754	900
532500 BS - Fire Equipment R&M	3,600	13,897	3,600
541000 General CA H&M	10,000	7,365	12,000
542000 Carpets	1,200	1,200	-
542400 Mats & Runners	-	-	4,150
543000 Cleaning Supplies	4,000	2,819	4,200
544500 Hardware & Doors	4,000	5,141	3,600
545200 Security Supplies & Repair	4,000	3,144	3,100
545500 Signs	1,000	1,190	1,200
546000 Garage Door Repairs	3,600	1,951	3,600
547000 HVAC - Non-contract Repairs	7,000	5,360	6,000
548010 Pest Control - Non-contract	-	337	-
549900 Miscellaneous Repairs	2,500	15,371	12,000
551000 General Electrical Expenses	4,500	5,900	6,000
553000 Elevators - Inspections	-	1,912	-
554000 Elevators - Licences	480	832	480
555000 Elevators - R&M - Non-contract	2,000	2,234	23,400
561000 Exterior R&M	5,000	22,236	10,000
562000 Landscape - Non-contract	6,000	4,954	6,000
569000 Roof - R&M	6,000	4,294	3,600
592000 Plumbing - General Repairs	18,000	27,919	14,000
595000 Plumbing - Catch Basins/Pumps	7,500	<u> </u>	7,500
TOTAL REPAIR/MAINTENANCE EXP	90,980	128,810	125,330
ADMINISTRATION EXPENSES			
651000 Building Insurance	56,532	68,222	75,646
653000 Insurance Appraisal	-	-	3,000
701000 Audit Fees	4,746	4,770	5,000
701500 CAO Fees	5,172	5,179	3,879
Mix G/L Management Fees/Super payroll	214,713	213,007	216,765
703000 Legal Fees	12,000	34,054	6,000
703500 Consulting and Engineering Fees	2,000	4,034	4,000
704000 Bank Charges	1,200	675	1,200
706000 Meeting Expenses	4,000	6,214	6,700
706500 CEA Unit Fees - Corporation	300	295	324
708000 Office / General Expenses	12,000	23,362	20,000
708300 Computer	1,200	825	-
709900 Misc. Administration Expenses	2,000	839	1,800
709910 Admin. Exp Social Committee	1,200	1,200	1,200
-			
TOTAL ADMINISTRATION EXPENSES	317,063	362,676	345,514
TOTAL ADMINISTRATION EXPENSES RESERVE FUND	317,063	362,676	345,514

488,836

2,217,328

488,836

2,294,241

-55,380

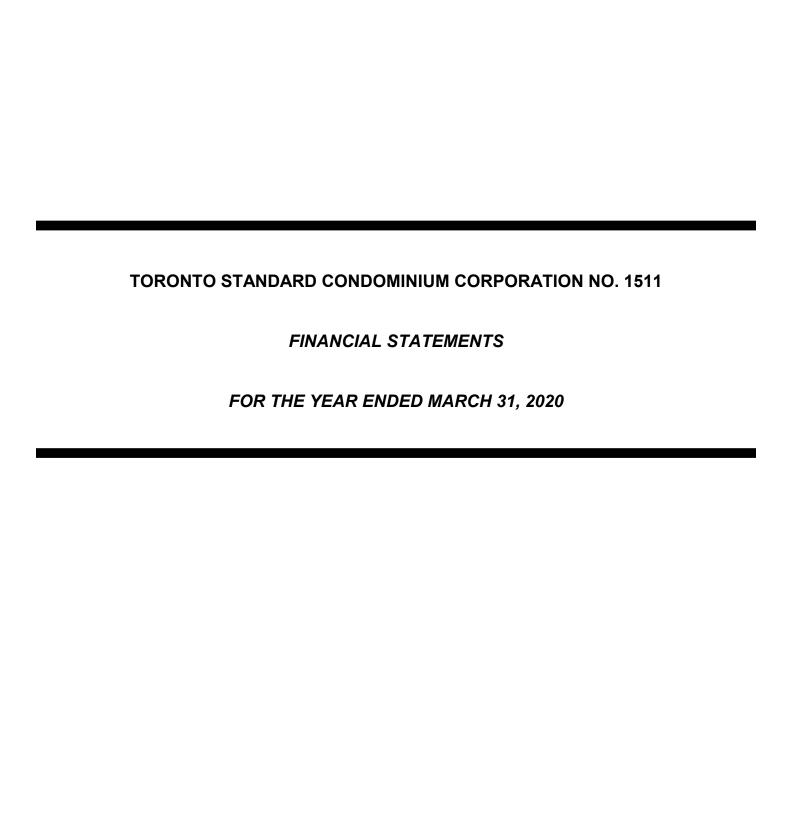
515,135

2,325,721

TOTAL RESERVE FUND

NET SURPLUS/DEFICIT

TOTAL EXPENSES



FINANCIAL STATEMENTS - TABLE OF CONTENTS

FOR THE YEAR ENDED MARCH 31, 2020

INDE	PENDENT AUDITOR'S REPORT	2 - 3	
FINAI	NCIAL STATEMENTS		
	Statement of Financial Position	4 - 5	
	Statement of Revenue and Expenses	6	
	Schedule of Expenses	7 - 8	
	Statement of Operating Fund	9	
	Statement of Reserve Fund for Major Repairs and Replacements	10	
	Statement of Cash Flows	11	
	Notes to the Financial Statements	12 - 15	



Amarjit (A.J.) Manhas, CPA, CA H. Gordon Lee, CPA, CA Stephen Chesney, FCPA, FCA Benjamin J. Detsky, CPA, CA

Jeffrey R. Dessau, CPA, CA Pei (Peter) Zhang, CPA, CA Allan Garber, CPA, CA Munsoor A. Khan, CPA, CA Michael Hummel, CPA, CA

Acting as individuals and corporations

INDEPENDENT AUDITOR'S REPORT

To the Owners of Toronto Standard Condominium Corporation No. 1511

Opinion

We have audited the accompanying financial statements of Toronto Standard Condominium Corporation No. 1511 which comprise the statement of financial position as at March 31, 2020, and the statements of revenue and expenses, operating fund, reserve fund for major repairs and replacements and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 1511 as at March 31, 2020 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

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

Management is responsible for the preparation and fair presentation of 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.

INDEPENDENT AUDITOR'S REPORT (continued)

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 a material uncertainty exists related to events or conditions that may cast significant doubt on the corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our 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.

August 27, 2020

Richmond Hill, Ontario

YalePGC, LLP

Chartered Professional Accountants Licensed Public Accountants

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF FINANCIAL POSITION

AS AT MARCH 31, 2020

	2020	0 2019	
ASSETS			
OPERATING Cash Investments	\$ 233,1	161 \$ 156,38 110,00	
Accounts receivable Unit owners Allowance for doubtful accounts Interest	117,1 (35,1	(35,165) (35,16 17	65) 72
Other Prepaid expenses	43,2 358,7		<u>75</u>
RESERVE Cash Investments	1,345,0 1,618,4		
Accounts receivable Interest Other Deposit	52,3 8,7 	326 144,68 746 - 6,78	
	3,024,5	5 <u>95</u> <u>3,873,39</u>	94_
	<u>\$ 3,383,3</u>	<u>\$ 4,193,84</u>	42

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF FINANCIAL POSITION

AS AT MARCH 31, 2020

	2020	2019
LIABILITIES		
OPERATING Accounts payable and accrued liabilities	<u>\$ 106,769</u> §	\$ 188,385
RESERVE Accounts payable and accrued liabilities	55,899	634,367
	162,668	822,752
FUND BALANCES		
OPERATING FUND	132,893	159,235
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	3,087,829	3,211,855
	3,220,722	3,371,090
	<u>\$ 3,383,390</u>	\$ 4,193,842

APPROVED ON BEHALF OF THE BOARD:

Director

Director

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF REVENUE AND EXPENSES FOR THE YEAR ENDED MARCH 31, 2020

	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
REVENUE			
Common element assessments Less: Budgeted transfer to reserve fund for	\$ 2,160,768	\$ 2,160,775	\$ 2,079,333
major repairs and replacements	(488,836)	(488,836)	(463,879)
	1,671,932	1,671,939	1,615,454
Interest and other income	44,560	48,469	54,342
	1,716,492	1,720,408	1,669,796
EXPENSES - see Schedule			
Service and maintenance contracts	440,988	415,410	397,434
Repairs and maintenance	107,980	136,587	117,819
On-site personnel and management fees	214,713	214,929	204,838
Utilities	861,141	830,828	837,422
Administration	103,670	148,996	144,256
	1,728,492	1,746,750	1,701,769
(DEFICIENCY) OF REVENUE OVER EXPENSES	<u>\$ (12,000)</u>	<u>\$ (26,342)</u>	<u>\$ (31,973)</u>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 SCHEDULE OF EXPENSES FOR THE YEAR ENDED MARCH 31, 2020

	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS Air conditioning and heating Carpet cleaning	\$ 71,900 2,500	\$ 67,737 3,523	\$ 33,900 1,095
Cleaning Elevator	122,400 23,976	122,595 23,491	125,230 23,001
Emergency generator Fire equipment and monitoring	3,000 6,360 11,500	2,499 6,736 5,571	6,816 6,210 13,746
Garage cleaning Landscaping and snow removal Pest control	30,216 6,800	31,130 3,145	33,711 7,004
Security Window cleaning	151,936 10,400	138,192 10,791	136,388 10,333
	440,988	415,410	397,434
REPAIRS AND MAINTENANCE			
Air conditioning and heating Cleaning supplies	7,000 4,000	4,360 3,528	- 6,211
Electrical	4,500	5,744	6,776
Elevator Fire and emergency equipment	2,480 4,200	3,980 2,494	1,361 929
Garage	3,600	1,462	1,728
General building	33,700	59,502	69,674
Landscaping Plumbing	6,000 25,500	7,665 27,872	5,255 9,295
Waste removal	17,000	19,980	16,590
	107,980	136,587	117,819
ON-SITE PERSONNEL AND MANAGEMENT FEES Management fees / super staff	\$ 214,713	\$ 214,929	\$ 204,838

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 SCHEDULE OF EXPENSES FOR THE YEAR ENDED MARCH 31, 2020

	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
UTILITIES			
Gas	\$ 160,026	\$ 170,899	\$ 157,440
Hydro	356,040	344,841	352,715
Water	345,075	315,088	327,267
	004.444		
	861,141	830,828	837,422
ADMINISTRATION			
Audit fees	4,746	4,972	4,294
Consulting	2,000	2,034	_
General office	27,072	45,015	44,689
Insurance	56,532	64,849	56,947
Legal fees	12,000	30,996	37,153
Telephone and communications	1,320	1,130	1,173
	\$ 103,670	<u>\$ 148,996</u>	<u>\$ 144,256</u>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF OPERATING FUND FOR THE YEAR ENDED MARCH 31, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ 159,235 \$	191,208
(DEFICIENCY) OF REVENUE OVER EXPENSES	 (26,342)	(31,973)
BALANCE, END OF YEAR	\$ 132,893 \$	159,235

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS FOR THE YEAR ENDED MARCH 31, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ 3,211,855	\$ 3,795,503
BUDGETED TRANSFER FROM OPERATING FUND	488,836	463,879
LIGHTING RETROFIT REBATE	6,000	-
INTEREST EARNED	60,837	71,108
	3,767,528	4,330,490
CHARGES TO THE FUND Replacement of Kitec pipes in the building Consulting fees on reserve fund projects and reserve fund study Plumbing repairs and replacements Fire safety repairs and replacements Roof repairs Window repairs and replacements Cooling tower repairs and replacements Replacement of party room appliances Asphalt repairs Enterphone panel repairs and replacements General repairs to the common elements	545,905 70,501 32,331 12,487 7,684 6,102 3,271 1,418 -	971,490 85,777 - - 11,611 - 28,778 - 12,971 4,844 3,164
BALANCE, END OF YEAR	679,699 \$ 3,087,839	1,118,635
DALANOL, LIND OF TEAR	<u>\$ 3,087,829</u>	<u>\$ 3,211,855</u>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1511 STATEMENT OF CASH FLOWS FOR THE YEAR ENDED MARCH 31, 2020

	2020	2019
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES (Deficiency) of revenue over expenses Net change in non-cash working capital Accounts receivable Prepaid expenses and deposit Accounts payable and accrued liabilities	\$ (26,342) 23,663 (4,816) (660,084)	\$ (31,973) (17,174) (10,246) 564,824
Cash flows (used in) provided by operating and reserve activities	(667,579)	505,431
CASH FLOWS FROM RESERVE FUND ACTIVITIES Budgeted transfer from operating fund Lighting retrofit rebate Interest earned on reserve funds Reserve fund expenses	488,836 6,000 60,837 (679,699)	463,879 - 71,108 <u>(1,118,635)</u>
Cash flows (used in) reserve fund activities	(124,026)	(583,648)
CASH FLOWS FROM INVESTING ACTIVITIES Redemption of investments	1,155,273	488,681
Cash flows provided by investing activities	1,155,273	488,681
NET INCREASE IN CASH RESOURCES	363,668	410,464
CASH RESOURCES, BEGINNING OF YEAR	1,214,519	804,055
CASH RESOURCES, END OF YEAR	<u>\$ 1,578,187</u>	<u>\$ 1,214,519</u>
Represented by: Cash Operating fund Reserve fund	\$ 233,161 	\$ 156,358
	<u>\$ 1,578,187</u>	<u>\$ 1,214,519</u>

NOTES TO THE FINANCIAL STATEMENTS

AS AT MARCH 31, 2020

NOTE 1 OPERATIONS

The corporation was incorporated on April 7, 2003 without share capital under the Condominium Act of Ontario and is a non-profit organization exempt from taxes under the Income Tax Act.

The purpose of the corporation is to manage and maintain the common elements (as defined in the corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of the 380 units of the high-rise building located at 650 Lawrence Avenue West and 51 townhouse units located at 21 and 25 Replin Road, Toronto, Ontario.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Common elements

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

Operating fund

The operating fund reports all owner assessments, budgeted allocations of those assessments to other funds and expenses related to the operation and maintenance of the common elements of the corporation.

Reserve fund for major repairs and replacements

The corporation, as required by the Condominium Act of Ontario, has established a reserve fund for financing major repairs and replacements of the common elements. Charges to the fund require approval by the Board of Directors. Only major repairs and replacements of the common elements are charged directly to this reserve.

Minor repairs and replacements are charged to repairs and maintenance in the general operations.

Revenue recognition

Owners assessments are recognized as revenue monthly based on the budget distributed to the owners each year. Interest and other revenues are recognized as revenue of the related fund when earned.

NOTES TO THE FINANCIAL STATEMENTS

AS AT MARCH 31, 2020

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributed services

Directors, committee members and owners volunteer their time to assist in the corporation's activities. These services materially benefit the corporation, however a reasonable estimate of the time spent and its fair market value cannot reasonably be made and accordingly, these contributed services are not recognized in the financial statements.

Use of estimates

The preparation of financial statements, in conformity with Canadian accounting standards for not-for-profit organizations, requires management and directors to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of asset increases and decreases during the reporting period. Actual results could differ from those estimates.

NOTE 3 FINANCIAL INSTRUMENTS

The corporation's financial instruments primarily consist of cash, investments, receivables and accounts payable and accrued liabilities.

Interest rate risk

Interest rate risk is the risk of potential loss caused by fluctuations in 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 by investing in fixed-rate securities of short and 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, debt payments and necessary contributions to the reserve and other funds.

NOTES TO THE FINANCIAL STATEMENTS

AS AT MARCH 31, 2020

NOTE 4 LOCKER UNITS

The corporation owns three locker units that are recorded at zero value. No carrying value has been assigned to these units as it is the corporation's intention to retain them for internal purposes.

NOTE 5 BUDGET FIGURES

The 2020 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated August 27, 2020.

NOTE 6 RESERVE FUND STUDY

The Board of Directors of the corporation have used a Class 1 reserve fund study dated November 27, 2018 prepared by R and C Engineering Inc., and such other information available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and replacements. The corporation's plan for contribution to the reserve fund for 2019/2020 was \$488,836 and the plan for expenditures from the reserve fund for 2019/2020 was \$1,776,157. The study projected a reserve fund balance on March 31, 2020 of \$2,134,747.

The reserve is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the corporation. Such evaluation is based on numerous assumptions as to future events.

NOTE 7 FUNDING OF THE RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

As at March 31, 2020, the corporation had not transferred \$119,133 from the operating fund bank account to the reserve fund bank account, as required by the Condominium Act of Ontario. Subsequent to year end, these funds were transferred from the operating fund bank account to the reserve fund bank account.

NOTE 8 COMPARATIVE FIGURES

Certain 2019 figures presented for comparison purposes have been reclassified in order to conform with the financial statement presentation adopted for 2020.

NOTE 9 SUBSEQUENT EVENT

Subsequent to the year-end, events have occurred as a result of the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The related financial impact and duration of this disruption cannot be reasonably estimated at this time.

NOTES TO THE FINANCIAL STATEMENTS

AS AT MARCH 31, 2020

NOTE 10 COMMITMENT

The corporation has entered into a contract with Forest Contractors Limited for the paving repairs for a total contract price of \$253,311 (including H.S.T.). As at March 31, 2020, no amounts have been charged to the corporation as the work has not yet begun.



MANAGED BY 360 COMMUNITY MANAGEMENT LTD. 80 FULTON WAY, UNIT 203, RICHMOND HILL, ONTARIO L4B 1J5 TELEPHONE: (905) 604-3602 FAX: (905) 604-3609 EMAIL: admin@360cm.ca

PRE-AUTHORIZED PAYMENT FOR COMMON ELEMENT ASSESSMENT FEES

TERMS AND CONDITIONS:

I/We the undersigned hereby authorize **TSCC 1511** hereinafter referred to as the Corporation, to debit my/our account as indicated on the attached "void" cheques for payment of common element assessment fees or any other monies owing to the corporation until such time as written notice to contrary is given.

I/We will notify **TSCC 1511** in writing of any changes in banking information fifteen (15) business days prior to the next date of the preauthorized debits. You, the Payor may revoke your authorization at any time, subject to providing notice of 30 days. To obtain a sample cancellation form, or for more information on your right to cancel a PAP Agreement, contact your financial institution or visit www.cdnpay.ca.

I/We certify that all persons	authorized on this ac	ccount have signed this ag	reement.		
These services are for:	Personal:	Business Use:			
	ent fees for my/ ou	ır unit as approved by th		n paper, electronic or other Directors from time to time	
	oit that is not author	rized or is not consistent	_	ment. For example, you hav AP Agreement. To obtain mo	_
I/We acknowledge that I/we payment authorization and I		-		erms and conditions of the pre	-authorization
UNIT OWNER/RESIDEN	T INFORMATION	:			
Name:		Uni	t #:	Phone #:	
BANK ACCOUNT INFOR	MATION:				
Name of Bank:			_ (Chequing Account: S	avings Account:
Branch Transit #:	Acc	count #:		<u> </u>	
Signature of Account Holo	der:	Sign	ature of Jo	int Account Holder (if appli	cable):
Print Name:		Prir	t Name: _		
Signed At:				Date:	
EMAIL. MAIL OR FAX THIS F	ORM TO 360 COMM	UNITY MANAGEMENT LT	D. (SEE TOP	RIGHT CORNER) OR DROP OF	F AT CONDO SITE

Please Attach "VOID" Cheque

OFFICE ALL FORMS MUST BE RECEIVED BY THE 18TH DAY OF THE MONTH PRIOR TO STARTING 30 DAYS ADVANCE NOTICE IS REQUIRED TO CANCEL THIS PRE-AUTHORIZED PAYMENT PLAN

Document #: FRM0004F

Document Date: April 7, 2017 (Rev 1)



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RESIDENT INFORMATION FORM

SUITE INFORMATION	:			
Suite #:	Parking Space #:	Locker #:		
FOB/Card #:	Parking Space #:	Locker #:	Locker #:	
FOB/Card #:	Enterphone Code:	Bike Rack #:		
	OWNER OCCUPIED	TENANT OCCUPIED		
REGISTERED OWNER	INFORMATION:			
Surname:	Given Name:	Email:		
Home #:	Business #:	Cell #:		
Surname:	Given Name:	Email:		
Home #:	Business #:	Cell #:		
Surname:	Given Name:	Email:		
Home #:	Business #:	Cell #:		
	IER INFORMATION: Provide address if a	lifferent than Suite address		
Address:				
TENANT INFORMATION	ON:			
Surname:	Given Name:	Email:		
Home #:	Business #:	Cell #:		
Surname:	Given Name:	Email:		
Home #:	Business #:	Cell #:		

EMAIL, MAIL OR FAX THIS FORM TO 360 COMMUNITY MANAGEMENT LTD. (SEE TOP RIGHT CORNER) OR DROP OFF AT CONDO SITE OFFICE

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Date: April 20, 2017 (Rev 2) Page **1** of **2**





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Managed By:		Email:			
Phone #:		Copy of Lease/Lease Summary Provided: YES		ed: YES NO	
OWER OF ATTORNEY	/DESIGNATE INF	ORMATIO	N: If applicable		
Name:			Email:		
Home #:	Busine	Business #:		Cell #:	
Copy of Power of Attorney ,	nt / Letter acc	ccompanies this form: YES NO			
ESIDENT'S CHILDREN	INFORMATION:				
Surname:		Given Name:			Year of Birth:
Surnamo:		Given Name:			Year of Birth:
ourname.					
		Given Nam	ne:		Year of Birth:
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SUMMARY OF LEASE OR RENEWAL – Form 5

(Clause 83 (1) (b) of the Condominium Act, 1998)

1.	. This is to notify you that:						
	Select one: ORIGINAL RENEV	NAL Select on	e:	WRITTEN	ORAL		
	Select one: LEASE	SUBLEASE	A	SSIGNMENT OF LEA	ASE		
RENEWAL OF A WRITTEN OR ORAL LEASE/SUBLEASE/ASSIGNMENT OF LEASE							
has been entered into for:							
	Dwelling: Unit(s):	Level:		-			
On the following terms:							
	Name of lessee(s)/sublessee(s)/assignee(s):						
	Telephone #: F	-ax #:		Email:			
Commencement Date: Termination Date:					_		
Option(s) to renew (set out details, e.g. first option commencement date):							
	Rental Payments (set out amount and when due):						
	Other Information (at the option of the Owner):						
2.	. I (We) have provided the above-designated lesse Condominium Corporation.	e(s)/sublessee(s) with a co	py of the d	leclaration, bylaws,	and rules of the		
3.	. I (We) acknowledge that, as required by subsect designated lease/sublease/assignment of lease i		ium Act, 19	998, I (We) will advi	se you in writing if the above-		
Da	ated this day of	, 20_					
(Pr	Print Name of Owner)	- (Signatur	e of Owne	er)			
(Pr	Print Name of Owner)	- (Signatur	e of Owne	er)			
In t	n the case of a corporation, affix corporate seal or a	dd a statement that the per	rsons signii	ng have the authori	ty to bind the corporation.		
Ad	ddress:						
Tel	elephone #:	Fax #:					

TO BE COMPLETED ONLY BY OWNERS WHO HAVE LEASED THEIR UNITS. EMAIL, MAIL OR FAX THIS FORM TO 360 COMMUNITY MANAGEMENT LTD. (SEE TOP RIGHT CORNER) OR DROP OFF AT CONDO SITE OFFICE

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