



July 8, 2021

**RE:** Suite 1210 Unit 10 Level 12, Parking PB-030 Unit 30 Level B of  
York Region Standard Condominium Corporation No. 1112

Dear Sir or Madam:

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

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand, mail or fax at 905 597 0947 to [York Region Standard Condominium Corporation No. 1112](#), c/o Crossbridge Condominium Services Ltd., 7 North Park Road, Thornhill, ON L4J 0C9 or by email to [VistaatThornhillCityCentre@crossbridgecs.com](mailto:VistaatThornhillCityCentre@crossbridgecs.com).

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

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

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

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

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

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

**It is the purchaser's responsibility to obtain two key fobs, one garage opener and two mailbox keys from the lawyers.**

**The Corporation installed a medeco key system for all suites. Please ensure you receive from the seller either 4 medeco keys or the monetary equivalent of the suite door re-key (\$210.00)**

You are welcome to contact the condominium manager at (905)597-0953 with any questions.

Yours very truly,  
[Crossbridge Condominium Services Ltd.](#)

*Adelina Dragu*

Adelina Dragu  
Property Manager

Enclosures

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

**York Region Standard Condominium Corporation No. 1112** (known as the "Corporation") certifies that as of the date of this certificate:

**General Information Concerning the Corporation**

1. Mailing address: YRSCC 1112 - Vista at Thornhill City Centre  
c/o Crossbridge Condominium Services Ltd.  
7 North Park Road  
Thornhill, ON L4J 0C9
2. Address for service: same as above
3. Property manager: Crossbridge Condominium Services Ltd.  
111 Gordon Baker Road  
Suite 700  
North York, ON M2H 3R1

On-Site Property Manager: Adelina Dragu, (905)597-0953

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Murray Garceau	General Manager	Same Above	(905)597-0953
Sam Grossman	President	Same Above	(905)597-0953
Itia Golan	Secretary	Same Above	(905)597-0953
Carolyn Grosh	Treasurer	Same Above	(905)597-0953
Gerald Frank	Vice President	Same Above	(905)597-0953

**Common Expenses**

5. The owner of Suite 1210 Unit 10 Level 12, Parking PB-030 Unit 30 Level B at 7 North Park Road, Thornhill, ON L4J 0C9 of York Region Standard Condominium Corporation No. 1112, registered in the Land Registry Office for the Land Titles Division of Toronto is not in default in the payment of common expenses.

OR

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

~~If applicable add:~~

~~and a certificate of lien has been registered against~~

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

6. A payment on account for the unit for Cable/Internet/Satellite TV - Income charges of \$47.34 plus Common Expense Contribution charges of \$491.93 for a total fee of \$539.27 is due on 01 Aug 2021 for the period 01 Aug 2021 to 31 Aug 2021. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10. The Corporation has the amount of \$ 0 in prepaid common expenses for the unit.

In addition to the above, the unit owner is responsible for the cost of all in-suite hydro, which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, **Alectra Utilities** at **1-877-963 6900** to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. ~~Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.~~

7. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit, however, a monthly charge of **\$47.34** for Rogers Cable TV is added and included in the amount set out in 6 above.

## **Budget**

8. The Corporation is presently meeting its obligations as and when they become due and are not presently considering any increase in the common expenses until the next fiscal period commencing **November 1, 2021**. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time.
9. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
10. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
11. The approved budget for the new fiscal year November 1, 2020 to October 31, 2021 reflects an increase of 5.87% to the common element assessment. *The corporation has no knowledge of any circumstances that may result in an increase in the common expense for the unit, except:*
  - a) We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation).
  - b) It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget (see Paragraph 9 in relation to any anticipated budget deficit or surplus). We won't know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crisis is behind us.
  - c) On November 1, 2019, amendments to the Ontario Rebate for Electricity Consumers Act, 2016 (ORECA) came into force making the common area hydro account ineligible for the Ontario Electricity Rebate of 21.2% for condominiums suite-metered by Alectra Utilities. If there is no legislated change, the current rates for these common area hydro accounts will increase by 21.2% after April 30, 2021.

## **Reserve Fund**

12. The Corporation's reserve fund amounts to **\$1,598,262.24** (unaudited) as of **May 31, 2021** and the Corporation's share of the Shared Facility Reserved Fund amounts to **\$436,333.32** (unaudited) as of May 31, 2021.
13. The most recent Reserve Fund Study conducted by the Board is a **Reserve Fund Study update with site visit**, dated **January 13, 2020** and has been prepared by **EXP Services Inc.** for both the Condominium Corporation and the Shared Facilities. The next reserve fund study will be conducted before **November 1, 2023**.

14. N/A

15. The board has sent to the owners a notice dated [January 30, 2020](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented [November 1, 2020](#) and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
16. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund, except for the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

### **Legal Proceedings, Claims**

17. There are no outstanding judgments against the Corporation.
18. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal, except:  
Small Claims Court File No. CV-19-00143209 commenced on December 27, 2019 in the Ontario Small Claims Court, wherein the Plaintiff is requesting \$1,000,000 in damages relating to a dispute. This matter has been referred to the Insurance provider and a Defence Claim has been filed by the Solicitor appointed through the insurance coverage. A trial date has not yet been set.
19. 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.
20. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
21. 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**

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

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

OR

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

### Leasing of Units

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

~~OR~~

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 90 units were leased during the fiscal year preceding the date of this status certificate.

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

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

### Insurance

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

### Phased condominium corporations

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

## Attachments

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

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

*[if applicable add the following items:*

- ~~(e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- ~~(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- ~~(g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated **January 30, 2020** containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- ~~(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- ~~(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~
- ~~(k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~
- ~~(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~

## Rights of person requesting certificate

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

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

## Other

- A. There are restrictions set forth in the declaration and the rules governing tenancies and the keeping of pets with the building(s) or ground(s). Unit purchasers are urged to review, in particular, these restrictions prior to taking occupancy (directly or by a tenant) of the unit.
- B. As a matter of personal safety, please be advised that:  
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.

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

Crossbridge Condominium Services Ltd.

Agent acting on behalf of:

York Region Standard Condominium Corporation No. 1112

*Adelina Dragu* \*

Date July 09, 2021

Adelina Dragu

Authorized Signing Officer

I have the authority to bind the Corporation

*Dilshad Jiwa* \*

Date July 09, 2021

Dilshad Jiwa

Authorized Signing Officer

I have the authority to bind the Corporation

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

# York Region Standard Condominium Corporation No. 1112

7 North Park Road, Thornhill, On. L4J 0C9

## SCHEDULE OF AGREEMENTS

### Service

### Supplier

#### **SECTION 111**

Property Management

Crossbridge Condominium Services Ltd.

#### **SECTION 112**

Cleaning

Smart Cleaning Ltd.

Concierge

First Security Protection Services

Exercise Room Equipment

Advantage Fitness

Elevators

Thyssenkrupp Elevators

Fire Alarm System

Tyco Integrated Fire & Security

HVAC Fan Coil/Heat pump

Climanetics Inc.

Landscaping & Snow Removal

Boot's Landscaping & Maintenance Ltd.

Mechanical System

Johnson Controls Canada

Pest Control

Rentokil Pest Control Canada

Pool Service

Superior Pool Spa & Leisure Ltd.

#### **SECTION 113**

Cost Sharing

YRSCC 1075

# *Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

# ***DECLARATION***

OFFICE SCHEDULE

Number YR. 1134442  
CERTIFICATE OF RECEIPT

MAR 07 2008 16:08

YORK REGION  
No. 86  
NEWMARKET

*Jan Blac*  
Land Registrar

DECLARATION

CONDOMINIUM

ACT, 1998

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1112

NEW PROPERTY IDENTIFIER'S BLOCK 29643

RECENTLY: PIN 03261-0299, 03261-0301

DECLARANT: 1666633 ONTARIO INC.

SOLICITOR: Michael Volpatti

Bratty and Partners, LLP

ADDRESS:

7501 Keele St  
Suite 200  
Vaughan, On  
L4K 1Y2

PHONE: 905-760-2600

FAX: 905-760-2900

No. OF UNITS - 636

FEES: \$70.00 + (\$5.00 x number of units) = \$3250.00

## DECLARATION

### MADE PURSUANT TO THE CONDOMINIUM ACT

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

**1666633 ONTARIO INC.**  
(hereinafter called the "Declarant")

WHEREAS the Declarant is the Owner in fee simple of certain lands and premises situate in the City of Vaughan, in the Province of Ontario, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands", or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

AND WHEREAS the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act;

AND WHEREAS the Declarant has constructed a multi-unit high-rise residential building upon the said lands containing 231 residential dwelling Units, 254 parking Units, 150 locker Units and 1 communications Unit (herein and hereinafter collectively defined as the "Building");

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS.

### PART ONE INTRODUCTION

#### SECTION 1 - Definitions

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

1. "Adjacent Corporation" and "Building C Corporation" means York Region Standard Condominium Corporation No. 1075;
2. "2 Storey Common Area" means the two storey area constructed on the Condominium C Lands which is intended to be available for use by the Owners and permitted tenants, invitees or licensees of the Condominium C Lands and the Condominium D Lands in accordance with the Easement and Cost Sharing Agreement;
3. "Building C" and "Building D" mean respectively the first and second phase of the residential development comprising two multi-unit high-rise residential buildings and appurtenances constructed respectively on the Condominium C Lands and Condominium D Lands (hereinafter defined), and together shall hereinafter be referred to as the "Buildings";
4. "Common Elements" and "common elements" means all the property, except the Units;
5. "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
6. "Common Interior Roadway" means the roadway constructed or to be constructed on all or part of any of the Condominium C Lands and/or Condominium D Lands for the purpose of providing vehicular access and egress between the said lands and Buildings thereon and the lands and public roadways adjacent thereto.
7. "Condominium C Lands" and "Condominium D Lands" mean respectively the lands on which Building C and the proposed Building D are to be constructed;
8. "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
9. "Corporations" means collectively the two corporations to be created upon the registration of the respective declaration and description on the Condominium C Lands and Condominium D Lands;

10. "Easement and Cost Sharing Agreement" means a certain agreement already entered into among the Adjacent Corporation and the Declarant on behalf of the Corporation in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the 2 Storey Common Area, Residential Unit 8 Level 1 and the Garage among the Corporation and the Adjacent Corporation, as well as to provide for the granting and definition of certain easements and rights among them;
11. "Exterior Landscaped Areas and Facilities" means the outdoor exterior landscaped area on grade level, any roof top landscaped area, the pedestrian walkways and garage ramps, situate within the common element areas of the Corporation and the Adjacent Corporation;
12. "Garage" means the underground parking garage containing the parking units and areas of each of the Buildings all as more fully described and set forth in the Easement and Cost Sharing Agreement;
13. "Outdoor Pedestrian Walkway" means the paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Condominium C Lands and/or Condominium D Lands for the purpose of providing pedestrian access to the Buildings, and their appurtenances and to the adjacent lands;
14. "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
15. "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
16. "Proportionate Share" in relation to the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the 2 Storey Common Area, Residential Unit 8 Level 1 and the Garage means the respective costs to be borne by each of the Corporations, towards the total amount of costs incurred in the operating, maintaining, repairing and inspecting of those facilities as determined in accordance with the terms of the Easement and Cost Sharing Agreement;
17. "Residential Unit 8 Level 1" means residential dwelling Unit 8 on Level 1 in Building C, which shall be purchased from the declarant of the Adjacent Corporation by the Adjacent Corporation in accordance with section 10(b) of this Declaration and shared by the Corporations as more fully described and set forth in the Easement and Cost Sharing Agreement and in accordance with its terms;
18. "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the corporation and becoming effective pursuant to Section 58 of the Act;
19. "Shared Servicing Systems" means the servicing systems servicing the Units and/or common elements of each of the Buildings including certain parts of the storm and sanitary system, telephone and cable system and other such systems, all as more fully described and set forth in the Easement and Cost Sharing Agreement unless such locations or responsibilities are further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the re-adjustment, qualified or amendment adjustments shall prevail;
20. "Specific Servicing Easements" means the specific service systems serving and supplying services to each of the Corporations including, without restricting the generality of the foregoing, mechanical systems, safety systems, underground storm and sanitary sewer pipes, water pipes and electrical conduits and systems, cable and telephone wires and lines and gas lines, together with all appurtenances thereto, and which are specifically located and identified and more fully described and set forth either in this Declaration or in the Easement and Cost Sharing Agreement;
21. "Unit" means a part or parts of the Property included in the description and designated as a Unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

## SECTION 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description, together with all interests appurtenant to the said lands (herein collectively referred to as the "lands") be governed by the Act, and any amendments thereto.

### SECTION 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" annexed hereto.

### SECTION 4 - Boundaries of Units and Monuments

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each residential dwelling Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provides services to that particular Unit only. Also, each residential dwelling Unit shall include any stairs, which is entirely contained within the Unit and provides access between the floors of the Unit.

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each locker Unit shall exclude all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements and whether located in or outside of any walls or floors, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. or controls of same, as well as any concrete walls or load bearing walls or beams which may be located within any such locker Unit(s).

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, each parking Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment apparatus thereto which provides any service to the Common Elements or Units including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such parking Unit.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, the Communications Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto (except external vents and grills), heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provides services to that particular Unit only.

Notwithstanding the boundaries set out in Schedule 'C' attached hereto, the Communications Unit shall exclude, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment apparatus thereto which provides any service to the Common Elements or Units including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within the Communications Unit.

### SECTION 5 - Common Interest and Common Expenses Allocation

Each Owner shall have both an undivided interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) per cent.

### SECTION 6 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owner of each residential dwelling Unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use the visitors' parking spaces located within the property, if any, such visitors' parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Buildings and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

### SECTION 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

7 North Park Road  
Thornhill, Ontario  
L4J 0C9

or such other address as the Corporation may determine by resolution of the board.

## **PART TWO SPECIFICATION OF COMMON EXPENSES**

### SECTION 8 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

### SECTION 9 - Payment of Common Expenses

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

### SECTION 10(a) - Reserve Fund

- (i) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (ii) 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 any Owner except on termination of the Corporation.
- (iii) In accordance with section 94 of the Act, the Corporation shall 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.

### SECTION 10(b) - Purchase of the Residential Unit 8 Level 1

Residential Unit 8 Level 1 shall be purchased from the declarant of the Adjacent Corporation by the Adjacent Corporation for a purchase price of \$200,000.00 inclusive of GST (the "Purchase Price"). The transfer of Residential Unit 8 Level 1 to the Adjacent Corporation shall take place on the 30th day (or the next day on which the Land Registry Office for York Region is open for business if it is not open on such 30th day) following the registration of the declaration and description creating the Adjacent Corporation (the "Transfer Date"), provided however that the declarant of the Adjacent Corporation or the Adjacent Corporation may accelerate the Transfer Date on five (5) days notice to the other. The Purchase Price shall be payable by the Adjacent Corporation delivering to the declarant of the Adjacent Corporation on the Transfer Date a first mortgage on said declarant's form securing the Purchase Price which shall have a term of twenty-five years, shall bear interest at 7.00% per annum, calculated semi-annually and not in advance, shall be amortized over its term, shall be payable in monthly blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. The declarant of the Adjacent Corporation and the Adjacent Corporation shall undertake to each other to readjust for realty taxes if and when assessed against Residential Unit 8 Level 1, the declarant of the Adjacent Corporation being responsible up to but not including the Transfer Date. Title to Residential Unit 8 Level 1 shall be subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their residential dwelling Units from the declarant of the Adjacent Corporation.

The Corporation and the Adjacent Corporation shall share the cost of operating, maintaining, repairing, replacing and purchasing Residential Unit 8 Level 1 in accordance with the terms of the Easement and Cost Sharing Agreement. The Adjacent Corporation shall be required to convey an interest in Residential Unit 8 Level 1 to the Corporation, in accordance with the terms of the Easement and Cost Sharing Agreement.

#### SECTION 10(c) - Check Metering of Utilities

- (i) Electricity consumption in each Owner's residential unit shall be measured by a suite metering system ("SMS") and shall be invoiced to such Owner by the appropriate local distribution company (the "Invoicing Company"). Each Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her Unit. The Unit Owner shall remit payment to the Invoicing Company for electricity consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the residential Units shall not form part of the common expenses.
- (ii) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Common Elements by the appropriate local distribution company or its subcontractors from time to time, as deemed necessary by said company for the purposes of conducting inspection, maintenance, repair and reading of the SMS.

#### SECTION 11 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

### PART THREE OCCUPATION AND USE OF COMMON ELEMENTS

#### SECTION 12 - General Use

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules and the Easement and Cost Sharing Agreement, and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in the Easement and Cost Sharing Agreement and any easements and rights registered against the property.
- (b) No Owner shall make any installation or any change or alteration to an installation upon 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 has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.
- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use the visitors' parking spaces located within the property, if any, such visitors' parking spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Building and any Other Units.

#### SECTION 13 - 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 a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

#### SECTION 14 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3%) per cent of the residential dwelling Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with section 46 of the Act or the Owners have requisitioned a meeting in accordance with section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in section 97(6) of the Act or the Board of Directors elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation pursuant to any provision of the Easement and Cost Sharing Agreement shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.
- (f) The Declarant may, at its option and at any time, convey any Unit(s) registered in the Declarant's name to the Corporation and upon such conveyance, the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate such conveyance(s) and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s), whether or not in electronic form. The conveyance to the Corporation of such Unit(s) shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation, nor shall same be considered a provision of a major asset or property to the Corporation.

#### PART FOUR OWNERSHIP OF PARKING UNITS AND LOCKER UNITS

#### SECTION 15 - Restrictions on Disposition of Parking Units and Locker Units

Any parking Unit and/or locker Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:

- (a) any such sale, transfer or other conveyance is made only to the Declarant, or to any residential dwelling Unit Owner in any of the Buildings and provided that any such lease is made only to the Declarant, to any of the Corporations, or to any Owner or tenant of a residential dwelling Unit in any of the Buildings.
- (b) the term of any lease of any parking and/or locker Unit to a tenant of a residential dwelling Unit shall not extend beyond the term of the tenancy of such Unit granted to such tenant; and
- (c) every lease in respect of any parking and/or locker Unit shall provide that where the lessee thereof is also an Owner of a residential dwelling Unit and such lessee is deprived of ownership or possession of his residential dwelling Unit, such lease shall revert to the lessor of such parking and/or locker Unit. It shall also provide that where the lessee of such parking and/or locker Unit is also an Owner of a residential dwelling Unit, upon a sale, transfer or conveyance of such Owner's residential dwelling Unit, the leasehold interest in such parking and/or locker Unit must be assigned or transferred to the new Owner or transferee of such residential dwelling Unit or else must revert to the lessor of such parking and/or locker Unit, as the case may be.

The restrictions set out above in paragraph 15 shall not apply to any disposition or lease of a parking Unit or locker Unit by the Declarant.

## PART FIVE OCCUPATION AND USE OF UNITS

### SECTION 16 - General Use

1. No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Easement and Cost Sharing Agreement or any easements or rights registered against the property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
2. The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the Easement and Cost Sharing Agreement and rights and easements registered against the property, the by-laws and the Rules.
3. No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to enjoy the two residential dwelling Units to create one living area if the following conditions are satisfied:
  - (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
  - (ii) the Owner receives the prior written consent from the board;
  - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to Corporation and in a good and workmanlike manner;
  - (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
  - (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and falling payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

### SECTION 17(a) - Use of Residential Dwelling Units

Units 1 to 7 inclusive on Level 1; Units 1 to 12 inclusive on Levels 2 and 3 and Levels 4 to 18 inclusive; Units 1 to 6 inclusive on Levels 19 and 20; and Unit 1 to 4 inclusive on Levels 21 and 22.

1. Each residential dwelling Unit shall be occupied and used only as a private single family residence in accordance with the by-laws and Rules of Corporation and any other requirement of the municipality and other authority having jurisdiction.
2.
  - (i) Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, the Owner of a residential dwelling Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser), and all appurtenances thereto, which provide power or any other service exclusively to his Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
  - (ii) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the buildings. Without limiting the generality of the foregoing flags, banner, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. Christmas lights and decorations

are permitted between December 15th and January 15th provided that the quantity and type of same are approved by the board.

3. The Residential Unit 8 Level 1 shall be used and occupied for such purposes as decided by the Corporation and the Adjacent Corporation, in accordance with the terms of the Easement and Cost Sharing Agreement, in conformity with all applicable zoning and building by-laws and regulations of the City of Vaughan and in conformity with the by-laws, rules and regulations of any other governmental authority or agency having jurisdiction.

#### SECTION 17(b) - Notices

1. Purchasers and/or Tenants are advised that despite the inclusion of noise control features within the development area and within the individual units, noise levels from construction and building activities will continue to be of concern, occasionally interfering with some activities of the building occupants for the duration of the subdivision construction.
2. Purchasers and/or tenants are advised that a park may be located within development and the residents of the development may be subjected to noise and lighting due to the nature and use of the future/adjacent park.
3. Purchasers/tenants are advised that residential dwelling Units within the Building shall be equipped with central air conditioning. The air conditioning system may be central to the entire Building or may be central to each residential dwelling Unit (for example using split-system or packaged incremental units with suitable duct work to all rooms). The Ministry of Environment does not accept window-type air conditioning units in lieu of central system. In all cases, serious attention shall be given by the Proponent, the Mechanical Consultant and the Contractor to the noise potential of the air conditioning system as it may affect the outdoor and indoor receivers with in or outside of the proposed development. It is important that the Building, the Mechanical Consultant and the Contractor achieve the MOE objectives included in their Publications NPC-205 and MPC-216.
4. Purchasers/tenants are advised that sound levels due to increasing road traffic on New Westminister Drive, Bathurst Street, Centre Street and proposed Street "C", may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the Municipality's and the Ministry of Environment's sound level criteria.
5. Purchasers/tenants are advised that sound levels due to increasing road traffic on Bathurst Street, Centre Street and Di Sera Drive, may continue to be of concern, occasionally interfering with some activities of the dwelling occupants as the sound level exceeds the Municipality's and the Ministry of Environment's sound level criteria.
6. Purchasers/tenants are advised that due to proximity of the adjacent commercial buildings to the south, sound levels from these commercial buildings may at times be audible.
7. Purchasers/tenants are advised that despite the inclusion of noise control features within the building units, sound levels from increasing road traffic on New Westminister Drive, Bathurst Street, Centre Street and proposed Street "C" will continue to be of concern as the levels in the balcony exceed the Ministry of Environment criteria and that a protected Common Indoor Living Area meeting the Ministry sound level criteria have been provided within the development.
8. Purchasers/tenants are advised that despite the inclusion of noise control features within the building units, sound levels from increasing road traffic on Bathurst Street, Centre Street and Di Sera Drive will continue to be of concern as the levels in the balcony exceed the Ministry of Environment criteria and that a protected Common Indoor Living Area meeting the Ministry sound level criteria have been provided within the development.
9. Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the plan, however, New Westminister Drive, Bathurst Street, and Beverley Glen Boulevard may be subject to public transit bus traffic.
10. Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the CRTC authorize telephone and telecommunications facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs.
11. Purchasers are advised that the dwelling occupants may be subject to parkland noise and sports field lighting due to the nature and use of the adjacent park.
12. Purchasers/Tenants are advised that Buildings "C" and "D" as shown conceptually on the proposed Master Plan for the lands subject to Draft Plan of Subdivision 19T-04V08, may be linked by such common elements, including but not limited to, the lobby/recreational space; driveway; parking ramp; and, a north/south pedestrian walkway connection with associated landscaping/lighting elements and easements to facilitate such walkway connections, in accordance with the walkway options identified on the Master Plan as approved by Vaughan Council on November 8, 2004.

13. Purchasers/tenants are advised that despite the inclusion of noise control features within the development area and within the building units, the sound levels from increasing vehicular traffic on Highway 407, Highway 7, Centre Street, Bathurst Street and other roadways may continue to be of concern, occasionally interfering with some activities of the dwelling occupants.
14. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City's and the Ministry of the Environment's noise criteria. (Note: The location and installation of any outdoor air conditioning devices should be done so as to minimize noise impacts and comply with the criteria of MOE publication NPC-205.)
15. Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels from increasing traffic on Streets A and B (North Park Road), New Westminster Drive, Disera Drive and Bathurst Street, may be of concern and occasionally interfering with some activities of the dwelling occupants.
16. Purchasers and/or tenants are advised that the lot abuts a Neighborhood Park of which noise and lighting may be of concern due to the nature of the park for active recreation.
17. Purchasers and/or tenants are advised that Disera Drive shall be extended to Centre Street completing a continuous road from Centre Street to Beverly Glen Boulevard without notice.
18. Purchasers and/or tenants are advised that the proposed finished lot and/or block grading may not meet City of Vaughan lot grading criteria in certain areas, to adjacent topographical conditions.
19. Purchasers and/or tenants are advised that traffic-calming measures may have been incorporated into the road allowances.
20. Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of the City and a conceptual location plan is included in the subdivision agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.
21. Purchasers and/or tenants are advised that the City has not imposed a "tree fee", or any other fee which may be charged as a condition of purchase, for the planting of trees. Any "tree fee" paid by the Purchaser for boulevard trees does not guarantee that a tree will be planted on the boulevard adjacent to their residential dwelling.
22. Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox, the location of which will be identified by the owner prior to any home closings.
23. Purchasers and/or tenants are advised that any roads ending in a dead end or cul-de-sac may be extended in the future to facilitate development of adjacent lands, without further notice.
24. Purchasers and/or tenants are advised that the lot abuts a "Neighbourhood Park", and that noise and lighting should be expected from the designed active use of the park.
25. Purchasers are advised that despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.
26. Purchasers and/or tenants are advised that the adjacent open space, woodlot or stormwater management facility may be left in a naturally vegetated condition and receive minimal maintenance.
27. Purchasers and/or tenants are advised that transit service is planned to be introduced in/around the subject lands, and that the placement of any necessary bus stops and/or passenger amenities will be placed accordingly to the satisfaction of York Region Transit and the City of Vaughan, as applicable. This would include potential transit routes, bus stops and shelter locations, as necessary.
28. Purchasers and/or tenants are advised that York Region will be implementing the YRTP-Highway 7 Transitway in the vicinity of the subject property in the near future. The YRTP-Highway 7 Transitway is proposed to be an at grade bus rapid transit facility located in the centre median area of Bathurst Street, within an exclusive right-of-way. Hence, the owners and purchasers are advised that if the proposed YRTP-Highway 7 Transitway is implemented via Bathurst Street, access to/from the affected Lots/Blocks to Bathurst Street will be restricted to right-in/right-out movements only.
29. Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels from increasing traffic on North Park Road, New Westminster Drive, Disera Drive and Bathurst Street, may be of concern and occasionally interfering with some activities of the dwelling occupants.
30. Purchasers and/or tenants are hereby advised that the lot abuts a "Neighborhood Park", and that noise and lighting should be expected from the designed active use of the park.

31. Purchasers and/or tenants are advised that the roads within the Plan may have been constructed using Alternative Development Standards. In April 1995, the Ministry of Housing and the Ministry of Municipal Affairs published the Alternative Development Standards as a guideline to municipalities. The Province of Ontario has been promoting the use of these guidelines which provide for reduced pavement widths.
32. Purchasers and/or tenants are advised that public transit routes have not been determined for the area within the Plan, however, Disera Drive and North Park Road may be subject public transit bus traffic.
33. No part of any noise attenuation feature or any other fence shall be constructed partly or entirely on or within any public highway, Park or Open Space. Fences adjacent to public lands shall be constructed entirely on private lands. The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the owner until assumption of the services in the Plan. Thereafter, the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot owner. Landscaping provided on Regional Road right-of-ways by the owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.
34. Purchasers and/or tenants are advised that the planting of trees on City boulevards in front of residential units is a requirement of the subdivision agreement. The City has not imposed an amount of a tree fee or any other fee which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling.
35. Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by the City of Vaughan By-Laws 1-88, as amended, as follows: (1) The maximum width of a driveway shall be 6 metres measured at the street curb, provided circular driveways shall have a maximum combined width of 9 metres measured at the street curb. (2) Driveway in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maintenance Width of Driveway
6.0 - 6.99m	3.5m
7.0 - 8.99m	3.75m
9.0 - 11.99m	8.0m
12.0m and greater	9.0m

The Lot Frontage for Lots between 9.0 - 11.99m shall be comprised of a Minimum of 33% Landscaped Front or Exterior side yard and a minimum of sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of the subdivision agreement.

The Lot Frontage of Lots 12.0m and greater shall be comprised of a Minimum of 50% Landscaped Front or Exterior side yard and a minimum sixty percent (60%) of the Minimum Landscaped Front or Exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 the subdivision agreement.

36. Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of the subdivision agreement. The City has taken a Letter of Credit from the owner for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or owner, for lot grading purposes, is not a requirement of the subdivision agreement.
37. Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of the subdivision agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings. The City has taken a Letter of Credit from the owner for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing, and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or owner, for fencing, is not a requirement of the subdivision agreement.
38. Purchasers and/or tenants are advised that the adjacent woodlot may be left in a naturally vegetated condition and receive minimal maintenance.

#### SECTION 18(a) - Use of Parking Units

Being Units 1 to 85 inclusive on Level A; Units 1 to 85 inclusive on Level B; Units 1 to 75 inclusive on Level C; and Units 1 to 9 inclusive on Level D.

Each parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Rules and by-laws of the Corporation and without restricting any wider definition of motor vehicle as may be imposed by the board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. The Owner of each parking Unit

shall maintain such Unit in a clean and sightly condition and shall remove any oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

#### SECTION 18(b) - Use of Locker Units

Being Units 86 to 122 and 124 inclusive on Level A; Units 86 to 149 inclusive on Level B; and Units 76 to 123 inclusive on Level C.

Each locker Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the common elements nor to the Shared Servicing Systems. The board may, from time to time, restrict the categories of items that may be stored or used in such locker Units.

#### SECTION 18(c) - Use of Communications Unit

Being Unit 123 on Level A (the "Communications Unit")

The Communications Unit may be utilized for such uses and purposes as are permitted from time to time by relevant and applicable municipal, federal and provincial laws, by-laws, rules and regulations, including, without limitation, for the operation of telecommunication facilities and the provision of telecommunications services to the Property as well as to other properties.

The owner of the Communications Unit shall be responsible for costs of all water, gas and hydro electrical utilities consumption, heating and air conditioning service to this unit. If any such utilities are not separately metered by the relevant utility companies, the Owner shall install check meters at its expense and shall reimburse the Corporation for the utilities consumed within the Communications Unit. For greater certainty, utilities consumed within the Communications Unit shall not form part of the common expenses of the Corporation and shall be borne by the Owner(s) of the Communications Unit alone.

Notwithstanding anything else contained in this Declaration, the Rules or the by-laws of the Corporation, the Owner(s) of the Communications Unit shall be entitled to install, operate, maintain, repair, and utilize such equipment devices, apparatus or systems of kind in nature in conjunction with its use of the unit, including, without limitation, television antennae, aenals, towers, satellite dishes or similar equipment or similar structures and appurtenances, providing same comply with the requirement of the relevant governing authorities and providing same are installed, operated, maintained and repaired in a good and workmanlike manner and in accordance with all applicable, codes, municipal by-laws and other governmental requirements.

The Owner(s) of the Communications Unit shall be permitted to access such portion of the common element areas of the Corporation as are necessary and incidental to its use of the Communications Unit and shall be permitted to connect its services, systems, appurtenances, etc to those serving the Corporation provided the Owner(s) of the Communications Unit does so at its expense, in a good and workmanlike manner in accordance with the requirements of all governmental authorities. Without limiting the generality of the foregoing, the Owner(s) of the Communications Unit shall be permitted to expand or modify the equipment, systems and services, serving the Corporation provided that any disruption of any service to the Corporation and its Owners and occupants is minimized to the greatest extent practicable.

#### SECTION 19 - Temporary Model Units/Parking Units/Locker Units

Several unsold residential dwelling Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units. The Declarant shall be entitled to maintain such model Units and any unsold parking and locker units, together with all sales displays and signs, until such time as all Units in the Buildings (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant and until such time as all of the Other Units have been sold.

### **PART SIX LEASING OF UNITS**

#### SECTION 20 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by section 83 of the Act; and
  - (iii) provide the lessee with a copy of the Declaration, by-laws and Rules of the Corporation.

- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests 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 Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act"

#### SECTION 21 - Tenant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with section 87 of the Act.

#### SECTION 22 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

### PART SEVEN MAINTENANCE AND REPAIRS AFTER DAMAGE

#### SECTION 23 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.

#### SECTION 24 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the residential dwelling Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony, terrace or patio the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use of any balcony, terrace or patio shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his residential dwelling Unit, and for repairs to any part of the common elements caused by his

negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his residential dwelling Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.

- (d) Each Owner enjoying exclusive use of any balcony, terrace or patio the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

## PART EIGHT INSURANCE

### SECTION 25 - Insurance Maintained by the Corporation

- (a) **Property Insurance**  
The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against 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 such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.
- (b) **Other Insurance**  
The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.
- (c) **General Provisions re Policies of Insurance**  
Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and the Easement and Cost Sharing Agreement and shall contain the following provisions:
- (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Easement and Cost Sharing Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the residential dwelling Units;
  - (iii) waivers 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;
  - (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
  - (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in Section 25(b) above.

### SECTION 26 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 25(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the residential dwelling Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained

pursuant to the Easement and Cost Sharing Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.

- (b) Save as set forth herein or save as set forth in the Easement and Cost Sharing Agreement, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if provided in the Easement and Cost Sharing Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured 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 by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

#### SECTION 27 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

#### SECTION 28 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance shall be obtained, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) Insurance on any additions or improvements made by an Owner to his residential dwelling Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his residential dwelling Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his residential dwelling Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other residential dwelling Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his residential dwelling Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.

#### SECTION 29 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his residential dwelling Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation or by the Adjacent Corporation and for which insurance proceeds

are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or by-laws in force from time to time by any Owner, his family, guests, tenants, licensees, invitees, customers or occupants of his Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

## PART NINE DUTIES OF THE CORPORATION

### SECTION 30 - Duties

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

- (a) to enter into the Easement and Cost Sharing Agreement and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) the Corporation shall provide or cause to be provided in accordance with the terms of the Easement and Cost Sharing Agreement, all services required to allow the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the 2 Storey Common Area, Residential Unit 8 Level 1 and the Garage to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used;
- (c) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Vaughan or other governmental authorities relating thereto, if so required by the City of Vaughan or other governmental authorities);
- (d) to grant, immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;
- (e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Corporation for its marketing/sale/construction programs in connection with this condominium or the adjacent lands, as more particularly set out in the foregoing provisions of this Declaration;
- (f) to take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses; and
- (g) to take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

## PART TEN GENERAL MATTERS

### SECTION 31 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Easement and Cost Sharing Agreement or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.

- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph 31(b), the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the Garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

#### SECTION 32 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount ("the Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of The Mortgages Act R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

#### SECTION 33 - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration.

#### SECTION 34 - Waiver

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

#### SECTION 35 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

1. Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record 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 on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
2. 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 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 when deposited in a post office or public letter box.
3. Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

#### SECTION 36 - Construction of Declaration

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

#### SECTION 37 - Headings

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

DATED in the Province of Ontario this 21 day of February, 2006.

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

1666633 ONTARIO INC.

Per: 

Name: Faraydoon Darvish  
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

In the City of Vaughan in the Province of Ontario, being part of Block 2, Registered Plan 65M-3872, described as Part 1, Plan 65R-29370 and part of Block 16 (0.30 Reserve), Registered Plan 65M-3872, described as Part 1, Plan 65R-28972, Land Titles Division of York Region (No. 65), being all of PIN Nos. 03261-0301 and 03261-0299, ("Building D")

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over part of Block 2, Registered Plan 65M-3872, Part 1, Plan 65R-29370 for the purposes as set out in Instrument Nos. YR 898806 and YR 966293.

TOGETHER WITH a right of way, or right in the nature of an easement in favour of the owners of Part of Block 2, Registered Plan 65M-3872 designated as Part 1, Plan 65R-29370 their successors and assigns, and permitted occupants, agents and invitees, over the Common Elements of York Region Standard Condominium Plan No. 1075 (YRSCP 1075), as set out in Instrument No. YR 904326, for the purposes of:

- (a) crossing, penetrating, boring or travelling through any transfer slab, floor slab, ceiling slab, column, beam, concrete, block, masonry walls or drywall enclosures or other similar installations for the purpose of altering or installing, attaching to or otherwise utilizing any structural members contained therein for the support of any buildings situated within the lands of YRSCP 1075;
- (b) allowing pedestrian (where appropriate) and all manner of vehicular (where appropriate, including construction vehicles) ingress and egress appropriate for the reasonable use and enjoyment of any facility or installation, through portions of the Common Elements of YRSCP 1075 designated recreational facilities including but not limited to the pool, change rooms, main lobby, visitor drop off, party room, the driveways, walkways, corridors, stairways, elevators, escalators, washrooms, locker rooms, driveways, ramps and parking spaces as well as the on-loading or transport of goods and materials within the aforementioned designated areas;
- (c) effecting or facilitating the repair, replacement, maintenance, servicing or inspection of any installations or appurtenances situated within the Common Elements of YRSCP 1075, that may be necessary, desirable or convenient from time to time for the benefit of such installations or appurtenances situated within the "Building D" lands;
- (d) installing, maintaining, operating, altering, repairing, replacing and inspecting of any part of YRSCP 1075 building, installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water pipes, insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal, communications and security systems and various other services and utilities, together with all appurtenances thereto that may be necessary, desirable or convenient from time to time for the benefit of such services and utilities situated within the "Building D" lands;
- (e) allowing pedestrian (where appropriate) and all manner of vehicular (where appropriate, including construction vehicles) ingress and egress appropriate for installing, maintaining, operating, altering, repairing, replacing and inspecting any part of the YRSCP 1075 buildings, installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water pipes, insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal, communications and security systems and various other services and utilities, together with all appurtenances thereto that may be necessary, desirable or convenient from time to time for the benefit of such services and utilities situated within the "Building D" lands;
- (f) maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the "Building D" lands;
- (g) permitting the overhead swing of a construction crane to facilitate the construction of a building on the "Building D" lands.

Schedule "A" con't

SUBJECT TO a right of way, or right in the nature of an easement in favour of the owners of the YRSCP 1075 their successors and assigns, and permitted occupants, agents and invitees, over Part of Block 2, Registered Plan 65M-3872, described as Part 1, Plan 65R-29370, as set out in Instrument No. YR 904326 for the purposes of:

- (a) crossing, penetrating, boring or travelling through any transfer slab, floor slab, ceiling slab, column, beam, concrete, block, masonry walls or drywall enclosures or other similar installations for the purpose of altering or installing, attaching to or otherwise utilizing any structural members contained therein for the support of the proposed buildings to be constructed and situated within "Building D";
- (b) allowing pedestrian (where appropriate) and all manner of vehicular (where appropriate including construction vehicles) ingress and egress appropriate for the reasonable use and enjoyment of any facility or installation, through portions of the Common Elements of the proposed "Building D" designated recreational facilities, including, but not limited to the pool, change rooms, main lobby, visitor drop off and party room, the driveways, walkways, corridors, stairways, elevators, escalators, washrooms, locker rooms, driveways, ramps and parking spaces as well as the on-loading or transport of goods and materials within the aforementioned designated areas;
- (c) effecting or facilitating the repair, replacement, maintenance, servicing or inspection of any installations or appurtenances situated within the proposed "Building D" lands that may be necessary, desirable or convenient from time to time for the benefit of such installations or appurtenances situated within the YRSCP 1075;
- (d) installing, maintaining, operating, altering, repairing, replacing and inspecting any part of the proposed "Building D" buildings, installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water pipes, insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal, communications and security systems and various other services and utilities, together with all appurtenances thereto that may be necessary, desirable or convenient from time to time for the benefit of such services and utilities situated within the YRSCP 1075;
- (e) allowing pedestrian (where appropriate) and all manner of vehicular (where appropriate, including construction vehicles) ingress and egress appropriate for installing, maintaining, operating, altering, repairing, replacing and inspecting any part of the proposed "Building D" buildings, installations or appurtenances including, but not limited to, drainage, storm and sanitary sewers, water pipes, insulation systems, electrical, hydro, telephone, television and cable conduits, cables and wires, transformers, gas lines, ventilation ducts or shafts, air-conditioning equipment, fire protection and waste disposal, communications and security systems and various other services and utilities, together with all appurtenances thereto that may be necessary, desirable or convenient from time to time for the benefit of such services and utilities situated within the YRSCP 1075;
- (f) maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings, installations and all other appurtenances thereto situated within the YRSCP 1075;

It is my opinion, based on the Property Identifier number and the plan and documents recorded in them, the legal description is correct, the easements described will exist in law upon registration of the Declaration and Description and the Declarant is the registered owner of the land and appurtenant interests.

BRATTY AND PARTNERS  
Barristers & Solicitors, LLP  
Solicitors for the Declarant

Per:   
Name: Michael Volpatti

CONSENT  
SCHEDULE "B" TO THE DECLARATION OF  
1666633 ONTARIO INC.  
(under clause 7(2)(b) of the Condominium Act, 1998)

1. We THE BANK OF NOVA SCOTIA have registered mortgages within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument Nos. YR335648, YR545108, YR545149, YR895856 and YR895865 in the Land Registry Office for the Land Titles Division of York Region.
2. We THE BANK OF NOVA SCOTIA 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. We THE BANK OF NOVA SCOTIA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We THE BANK OF NOVA SCOTIA is entitled by law to grant this consent and postponement.

DATED this 8 of FEBRUARY, 2008.

THE BANK OF NOVA SCOTIA

INS DOCUMENT

Per:

NO. 269C/08

Name: MICHAEL DOBSON  
Title: Assistant General Manager  
Real Estate Credit

APPROVED FOR

EXECUTION

Per:

Name:  
Title:

~~Witnessed by (Name and Title)~~

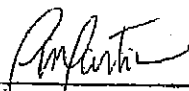
1. Power of Attorney registered on the 2<sup>nd</sup> day of February, 1989 as Instrument No. LT555989 in the Land Registry Office for the Land Titles Division of York (No. 65).
2. The Attorney states that to the best of the Attorney's knowledge and belief, the Power of Attorney is still in full force and effect.
3. The Attorney states that the Attorney is at the time of execution of this Instrument the holder of the office referred to above.

CONSENT  
SCHEDULE "B" TO THE DECLARATION OF  
1579670 ONTARIO INC.  
(under clause 7(2)(b) of the Condominium Act, 1998)

1. We THE GUARANTEE COMPANY OF NORTH AMERICA has a registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Nos. YR571127 and YR895864 in the Land Registry Office for the Land Titles Division of York Region.
2. We THE GUARANTEE COMPANY OF NORTH AMERICA 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. We THE GUARANTEE COMPANY OF NORTH AMERICA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
4. We THE GUARANTEE COMPANY OF NORTH AMERICA is entitled by law to grant this consent and postponement.

DATED this 21<sup>st</sup> of January, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA

Per:   
Name: PAMELA MARTIN  
Title: SR. SURETY UNDERWRITER

Per:   
Name: CHRIS WATTERS  
Title: SENIOR MANAGER, NATIONAL SURETY

We have authority to bind the Corporation.

**SCHEDULE "C"**

**Boundary of Units**

Each Residential Condominium Unit, Parking Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 5 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1 to 5 of the Description, and all dimensions shall have reference to them.

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

**(A) RESIDENTIAL DWELLING UNITS**

Being Units 1 to 7, inclusive on Level 1; Units 1 to 12, inclusive on Levels 2 and 3 and Levels 4 to 18, inclusive; Units 1 to 6 inclusive on Levels 19 and 20; and Units 1 to 4, inclusive on Levels 21 and 22.

**VERTICAL BOUNDARIES ARE:**

- (1) The backside surface and plane of the drywall sheathing and projections thereof;
- (2) The unfinished unitside surfaces of the exterior doors and door frames, window and window frames and unitside surfaces of all glass panels located therein (when the doors and windows are in a closed position);
- (3) The unitside surface and plane of the concrete or masonry walls or columns and projections thereof

**HORIZONTAL BOUNDARIES ARE:**

- (1) The upper surface of the concrete floor slab and projections thereof;
- (2) The lower surface of the concrete ceiling slab and projections thereof;
- (3) The backside (upper) surface of the drywall sheathing of duct covers and suspended ceilings.

**(B) PARKING UNITS**

Being Units 1 to 85, inclusive on Level A; Units 1 to 85, inclusive on Level B; Units 1 to 75, inclusive on Level C; and Units 1 to 9, inclusive on Level D.

**VERTICAL BOUNDARIES ARE:**

- (1) The vertical plane established by measurements;
- (2) The unitside surface and plane of the concrete or masonry wall or column and projections thereof;
- (3) The vertical planes established by the centre lines of concrete columns and projections thereof;
- (4) The vertical plane established by the line of faces of concrete columns and projections thereof;
- (5) The vertical plane established by measurements and perpendicular to the masonry or concrete walls;
- (6) The vertical plane established perpendicular to the masonry or concrete wall passing through the centre line of the concrete column and projections thereof;
- (7) The vertical plane established perpendicular to the masonry or concrete wall passing through the face of the concrete column and projections thereof;
- (8) The vertical plane established by the centerline of the concrete column and measurements.

**PARKING UNITS con't**

**HORIZONTAL BOUNDARIES ARE:**

- (1) The upper surface of the concrete floor slab and projections thereof;
- (2) The lower surface of the concrete ceiling slab and projections thereof;
- (3) A plane parallel to and 1.90 metres perpendicularly above the upper surface of the concrete floor slab.

**(C) LOCKER UNITS**

Being Units 86 to 122 and 124, inclusive on Level A; Units 86 to 149, inclusive on Level B; and Units 76 to 123, inclusive on Level C.

**VERTICAL BOUNDARIES ARE:**

- (1) The unitside surface and plane of the concrete or masonry wall or column and projections thereof;
- (2) The unitside surface and plane of the wire mesh partition and / or wire mesh door. (Being in a closed position)
- (3) The unitside surface of the concrete beam.
- (4) The unitside surface and plane of the concrete or masonry wall or column and projections thereof;
- (5) The unfinished unitside surfaces of the exterior doors and door frames, window and window frames and unitside surfaces of all glass panels located therein (when the doors and windows are in a closed position).

**HORIZONTAL BOUNDARIES ARE:**

- (1) The upper surface of the concrete floor slab and projections thereof;
- (2) The lower surface and plane of the wire mesh ceiling.
- (3) The lower surface of the concrete beam.
- (4) A plane parallel to and 1.90 metres perpendicularly above the upper surface of the concrete floor slab.
- (5) The lower surface of the concrete ceiling slab and projections thereof.

**(D) COMMUNICATIONS UNIT**

Being Unit 123, Level A

**VERTICAL BOUNDARIES ARE:**

- (1) The unitside surface and plane of the concrete or masonry wall or column and projections thereof;
- (2) The unfinished unitside surfaces of the exterior doors and door frames, window and window frames and unitside surfaces of all glass panels located therein (when the doors and windows are in a closed position).

**HORIZONTAL BOUNDARIES ARE:**

- (1) The upper surface of the concrete floor slab and projections thereof;
- (2) The lower surface of the concrete ceiling slab and projections thereof.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 5 of the Description.

February 28, 2008  
Dated

  
Ophir N. Dzalobv  
Ontario Land Surveyor

Reference should be made to Section 4 of the Declaration in order to determine whether specific physical components (such as 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.

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
APARTMENT	1	1	0.39025
APARTMENT	2	1	0.23846
APARTMENT	3	1	0.32082
APARTMENT	4	1	0.40797
APARTMENT	5	1	0.45585
APARTMENT	6	1	0.28107
APARTMENT	7	1	0.36870
APARTMENT	1	2	0.34859
APARTMENT	2	2	0.26958
APARTMENT	3	2	0.47070
APARTMENT	4	2	0.26575
APARTMENT	5	2	0.39265
APARTMENT	6	2	0.23846
APARTMENT	7	2	0.32082
APARTMENT	8	2	0.40797
APARTMENT	9	2	0.48842
APARTMENT	10	2	0.34715
APARTMENT	11	2	0.46974
APARTMENT	12	2	0.43191
APARTMENT	1	3	0.34859
APARTMENT	2	3	0.26958
APARTMENT	3	3	0.47070
APARTMENT	4	3	0.35194
APARTMENT	5	3	0.47070
APARTMENT	6	3	0.27293
APARTMENT	7	3	0.30166
APARTMENT	8	3	0.41037
APARTMENT	9	3	0.48842
APARTMENT	10	3	0.34715
APARTMENT	11	3	0.46974
APARTMENT	12	3	0.43191
APARTMENT	1	4	0.34859
APARTMENT	2	4	0.26958
APARTMENT	3	4	0.47070
APARTMENT	4	4	0.35194
APARTMENT	5	4	0.47070
APARTMENT	6	4	0.27293
APARTMENT	7	4	0.30166
APARTMENT	8	4	0.41037
APARTMENT	9	4	0.48842
APARTMENT	10	4	0.34715
APARTMENT	11	4	0.46974
APARTMENT	12	4	0.43191
APARTMENT	1	5	0.34859
APARTMENT	2	5	0.26958
APARTMENT	3	5	0.47070
APARTMENT	4	5	0.35194
APARTMENT	5	5	0.47070
APARTMENT	6	5	0.27293
APARTMENT	7	5	0.30166
APARTMENT	8	5	0.41037
APARTMENT	9	5	0.48842
APARTMENT	10	5	0.34715
APARTMENT	11	5	0.46974
APARTMENT	12	5	0.43191
APARTMENT	1	6	0.34859
APARTMENT	2	6	0.26958
APARTMENT	3	6	0.47070
APARTMENT	4	6	0.35194
APARTMENT	5	6	0.47070
APARTMENT	6	6	0.27293
APARTMENT	7	6	0.30166
APARTMENT	8	6	0.41037
APARTMENT	9	6	0.48842
APARTMENT	10	6	0.34715
APARTMENT	11	6	0.46974
APARTMENT	12	6	0.43191
APARTMENT	1	7	0.34859

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
APARTMENT	2	7	0.26958
APARTMENT	3	7	0.47070
APARTMENT	4	7	0.35194
APARTMENT	5	7	0.47070
APARTMENT	6	7	0.27293
APARTMENT	7	7	0.30166
APARTMENT	8	7	0.41037
APARTMENT	9	7	0.48842
APARTMENT	10	7	0.34715
APARTMENT	11	7	0.46974
APARTMENT	12	7	0.43191
APARTMENT	1	8	0.34859
APARTMENT	2	8	0.26958
APARTMENT	3	8	0.47070
APARTMENT	4	8	0.35194
APARTMENT	5	8	0.47070
APARTMENT	6	8	0.27293
APARTMENT	7	8	0.30166
APARTMENT	8	8	0.41037
APARTMENT	9	8	0.48842
APARTMENT	10	8	0.34715
APARTMENT	11	8	0.46974
APARTMENT	12	8	0.43191
APARTMENT	1	9	0.34859
APARTMENT	2	9	0.26958
APARTMENT	3	9	0.47070
APARTMENT	4	9	0.35194
APARTMENT	5	9	0.47070
APARTMENT	6	9	0.27293
APARTMENT	7	9	0.30166
APARTMENT	8	9	0.41037
APARTMENT	9	9	0.48842
APARTMENT	10	9	0.34715
APARTMENT	11	9	0.46974
APARTMENT	12	9	0.43191
APARTMENT	1	10	0.34859
APARTMENT	2	10	0.26958
APARTMENT	3	10	0.47070
APARTMENT	4	10	0.35194
APARTMENT	5	10	0.47070
APARTMENT	6	10	0.27293
APARTMENT	7	10	0.30166
APARTMENT	8	10	0.41037
APARTMENT	9	10	0.48842
APARTMENT	10	10	0.34715
APARTMENT	11	10	0.46974
APARTMENT	12	10	0.43191
APARTMENT	1	11	0.34859
APARTMENT	2	11	0.26958
APARTMENT	3	11	0.47070
APARTMENT	4	11	0.35194
APARTMENT	5	11	0.47070
APARTMENT	6	11	0.27293
APARTMENT	7	11	0.30166
APARTMENT	8	11	0.41037
APARTMENT	9	11	0.48842
APARTMENT	10	11	0.34715
APARTMENT	11	11	0.46974
APARTMENT	12	11	0.43191
APARTMENT	1	12	0.34859
APARTMENT	2	12	0.26958
APARTMENT	3	12	0.47070
APARTMENT	4	12	0.35194
APARTMENT	5	12	0.47070
APARTMENT	6	12	0.27293
APARTMENT	7	12	0.30166
APARTMENT	8	12	0.41037
APARTMENT	9	12	0.48842
APARTMENT	10	12	0.34715

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
APARTMENT	11	12	0.60429
APARTMENT	12	12	0.29448
APARTMENT	1	13	0.34859
APARTMENT	2	13	0.26958
APARTMENT	3	13	0.47070
APARTMENT	4	13	0.35194
APARTMENT	5	13	0.47070
APARTMENT	6	13	0.27293
APARTMENT	7	13	0.30166
APARTMENT	8	13	0.41037
APARTMENT	9	13	0.48842
APARTMENT	10	13	0.34715
APARTMENT	11	13	0.60429
APARTMENT	12	13	0.29448
APARTMENT	1	14	0.34859
APARTMENT	2	14	0.26958
APARTMENT	3	14	0.47070
APARTMENT	4	14	0.35194
APARTMENT	5	14	0.47070
APARTMENT	6	14	0.27293
APARTMENT	7	14	0.30166
APARTMENT	8	14	0.41037
APARTMENT	9	14	0.48842
APARTMENT	10	14	0.34715
APARTMENT	11	14	0.60429
APARTMENT	12	14	0.29448
APARTMENT	1	15	0.34859
APARTMENT	2	15	0.26958
APARTMENT	3	15	0.47070
APARTMENT	4	15	0.35194
APARTMENT	5	15	0.47070
APARTMENT	6	15	0.27293
APARTMENT	7	15	0.30166
APARTMENT	8	15	0.41037
APARTMENT	9	15	0.48842
APARTMENT	10	15	0.34715
APARTMENT	11	15	0.60429
APARTMENT	12	15	0.29448
APARTMENT	1	16	0.34859
APARTMENT	2	16	0.26958
APARTMENT	3	16	0.47070
APARTMENT	4	16	0.35194
APARTMENT	5	16	0.47070
APARTMENT	6	16	0.27293
APARTMENT	7	16	0.30166
APARTMENT	8	16	0.41037
APARTMENT	9	16	0.48842
APARTMENT	10	16	0.34715
APARTMENT	11	16	0.60429
APARTMENT	12	16	0.29448
APARTMENT	1	17	0.34859
APARTMENT	2	17	0.26958
APARTMENT	3	17	0.47070
APARTMENT	4	17	0.35194
APARTMENT	5	17	0.47070
APARTMENT	6	17	0.27293
APARTMENT	7	17	0.30166
APARTMENT	8	17	0.41037
APARTMENT	9	17	0.48842
APARTMENT	10	17	0.34715
APARTMENT	11	17	0.60429
APARTMENT	12	17	0.29448
APARTMENT	1	18	0.34859
APARTMENT	2	18	0.26958
APARTMENT	3	18	0.47070
APARTMENT	4	18	0.35194
APARTMENT	5	18	0.47070
APARTMENT	6	18	0.27293

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
APARTMENT	7	18	0.30188
APARTMENT	8	18	0.41037
APARTMENT	9	18	0.48842
APARTMENT	10	18	0.34715
APARTMENT	11	18	0.80429
APARTMENT	12	18	0.28448
APARTMENT	1	19	1.00557
APARTMENT	2	19	0.37972
APARTMENT	3	19	0.95673
APARTMENT	4	19	0.77189
APARTMENT	5	19	0.42281
APARTMENT	6	19	0.78913
APARTMENT	1	20	1.00557
APARTMENT	2	20	0.37972
APARTMENT	3	20	0.95673
APARTMENT	4	20	0.77189
APARTMENT	5	20	0.42281
APARTMENT	6	20	0.78913
APARTMENT	1	21	0.87149
APARTMENT	2	21	1.07692
APARTMENT	3	21	0.79727
APARTMENT	4	21	0.79727
APARTMENT	1	22	1.00557
APARTMENT	2	22	0.94811
APARTMENT	3	22	0.79727
APARTMENT	4	22	0.79727
PARKING	1	A	0.00953
PARKING	2	A	0.00953
PARKING	3	A	0.00953
PARKING	4	A	0.00953
PARKING	5	A	0.00953
PARKING	6	A	0.00953
PARKING	7	A	0.00953
PARKING	8	A	0.00953
PARKING	9	A	0.00953
PARKING	10	A	0.00953
PARKING	11	A	0.00953
PARKING	12	A	0.00953
PARKING	13	A	0.00953
PARKING	14	A	0.00953
PARKING	15	A	0.00953
PARKING	16	A	0.00953
PARKING	17	A	0.00953
PARKING	18	A	0.00953
PARKING	19	A	0.00953
PARKING	20	A	0.00953
PARKING	21	A	0.00953
PARKING	22	A	0.00953
PARKING	23	A	0.00953
PARKING	24	A	0.00953
PARKING	25	A	0.00953
PARKING	26	A	0.00953
PARKING	27	A	0.00953
PARKING	28	A	0.00953
PARKING	29	A	0.00953
PARKING	30	A	0.00953
PARKING	31	A	0.00953
PARKING	32	A	0.00953
PARKING	33	A	0.00953
PARKING	34	A	0.00953
PARKING	35	A	0.00953
PARKING	36	A	0.00953
PARKING	37	A	0.00953
PARKING	38	A	0.00953
PARKING	39	A	0.00953
PARKING	40	A	0.00953
PARKING	41	A	0.00953
PARKING	42	A	0.00953
PARKING	43	A	0.00953

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
PARKING	44	A	0.00953
PARKING	45	A	0.00953
PARKING	46	A	0.00953
PARKING	47	A	0.00953
PARKING	48	A	0.00953
PARKING	49	A	0.00953
PARKING	50	A	0.00953
PARKING	51	A	0.00953
PARKING	52	A	0.00953
PARKING	53	A	0.00953
PARKING	54	A	0.00953
PARKING	55	A	0.00953
PARKING	56	A	0.00953
PARKING	57	A	0.00953
PARKING	58	A	0.00953
PARKING	59	A	0.00953
PARKING	60	A	0.00953
PARKING	61	A	0.00953
PARKING	62	A	0.00953
PARKING	63	A	0.00953
PARKING	64	A	0.00953
PARKING	65	A	0.00953
PARKING	66	A	0.00953
PARKING	67	A	0.00953
PARKING	68	A	0.00953
PARKING	69	A	0.00953
PARKING	70	A	0.00953
PARKING	71	A	0.00953
PARKING	72	A	0.00953
PARKING	73	A	0.00953
PARKING	74	A	0.00953
PARKING	75	A	0.00953
PARKING	76	A	0.00953
PARKING	77	A	0.00953
PARKING	78	A	0.00953
PARKING	79	A	0.00953
PARKING	80	A	0.00953
PARKING	81	A	0.00953
PARKING	82	A	0.00953
PARKING	83	A	0.00953
PARKING	84	A	0.00953
PARKING	85	A	0.00953
LOCKER	86	A	0.00508
LOCKER	87	A	0.00508
LOCKER	88	A	0.00508
LOCKER	89	A	0.00508
LOCKER	90	A	0.00508
LOCKER	91	A	0.00508
LOCKER	92	A	0.00508
LOCKER	93	A	0.00508
LOCKER	94	A	0.00508
LOCKER	95	A	0.00508
LOCKER	96	A	0.00508
LOCKER	97	A	0.00508
LOCKER	98	A	0.00508
LOCKER	99	A	0.00508
LOCKER	100	A	0.00508
LOCKER	101	A	0.00508
LOCKER	102	A	0.00508
LOCKER	103	A	0.00508
LOCKER	104	A	0.00508
LOCKER	105	A	0.00508
LOCKER	106	A	0.00508
LOCKER	107	A	0.00508
LOCKER	108	A	0.00508
LOCKER	109	A	0.00508
LOCKER	110	A	0.00508
LOCKER	111	A	0.00508
LOCKER	112	A	0.00508
LOCKER	113	A	0.00508
LOCKER	114	A	0.00508
LOCKER	115	A	0.00508
LOCKER	116	A	0.00508
LOCKER	117	A	0.00508

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
LOCKER	118	A	0.00508
LOCKER	119	A	0.00508
LOCKER	120	A	0.00508
LOCKER	121	A	0.00508
LOCKER	122	A	0.00508
COMMUNICATION	123	A	0.00139
LOCKER	124	A	0.01270
PARKING	1	B	0.00953
PARKING	2	B	0.00953
PARKING	3	B	0.00953
PARKING	4	B	0.00953
PARKING	5	B	0.00953
PARKING	6	B	0.00953
PARKING	7	B	0.00953
PARKING	8	B	0.00953
PARKING	9	B	0.00953
PARKING	10	B	0.00953
PARKING	11	B	0.00953
PARKING	12	B	0.00953
PARKING	13	B	0.00953
PARKING	14	B	0.00953
PARKING	15	B	0.00953
PARKING	16	B	0.00953
PARKING	17	B	0.00953
PARKING	18	B	0.00953
PARKING	19	B	0.00953
PARKING	20	B	0.00953
PARKING	21	B	0.00953
PARKING	22	B	0.00953
PARKING	23	B	0.00953
PARKING	24	B	0.00953
PARKING	25	B	0.00953
PARKING	26	B	0.00953
PARKING	27	B	0.00953
PARKING	28	B	0.00953
PARKING	29	B	0.00953
PARKING	30	B	0.00953
PARKING	31	B	0.00953
PARKING	32	B	0.00953
PARKING	33	B	0.00953
PARKING	34	B	0.00953
PARKING	35	B	0.00953
PARKING	36	B	0.00953
PARKING	37	B	0.00953
PARKING	38	B	0.00953
PARKING	39	B	0.00953
PARKING	40	B	0.00953
PARKING	41	B	0.00953
PARKING	42	B	0.00953
PARKING	43	B	0.00953
PARKING	44	B	0.00953
PARKING	45	B	0.00953
PARKING	46	B	0.00953
PARKING	47	B	0.00953
PARKING	48	B	0.00953
PARKING	49	B	0.00953
PARKING	50	B	0.00953
PARKING	51	B	0.00953
PARKING	52	B	0.00953
PARKING	53	B	0.00953
PARKING	54	B	0.00953
PARKING	55	B	0.00953
PARKING	56	B	0.00953
PARKING	57	B	0.00953
PARKING	58	B	0.00953
PARKING	59	B	0.00953
PARKING	60	B	0.00953
PARKING	61	B	0.00953
PARKING	62	B	0.00953
PARKING	63	B	0.00953
PARKING	64	B	0.00953
PARKING	65	B	0.00953
PARKING	66	B	0.00953

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed In percentages
PARKING	67	B	0.00953
PARKING	68	B	0.00953
PARKING	69	B	0.00953
PARKING	70	B	0.00953
PARKING	71	B	0.00953
PARKING	72	B	0.00953
PARKING	73	B	0.00953
PARKING	74	B	0.00953
PARKING	75	B	0.00953
PARKING	76	B	0.00953
PARKING	77	B	0.00953
PARKING	78	B	0.00953
PARKING	79	B	0.00953
PARKING	80	B	0.00953
PARKING	81	B	0.00953
PARKING	82	B	0.00953
PARKING	83	B	0.00953
PARKING	84	B	0.00953
PARKING	85	B	0.00953
LOCKER	86	B	0.00508
LOCKER	87	B	0.00508
LOCKER	88	B	0.00508
LOCKER	89	B	0.00508
LOCKER	90	B	0.00508
LOCKER	91	B	0.00508
LOCKER	92	B	0.00508
LOCKER	93	B	0.00508
LOCKER	94	B	0.00508
LOCKER	95	B	0.00508
LOCKER	96	B	0.00508
LOCKER	97	B	0.00508
LOCKER	98	B	0.00508
LOCKER	99	B	0.00508
LOCKER	100	B	0.00508
LOCKER	101	B	0.00508
LOCKER	102	B	0.00508
LOCKER	103	B	0.00508
LOCKER	104	B	0.00508
LOCKER	105	B	0.00508
LOCKER	106	B	0.00508
LOCKER	107	B	0.00508
LOCKER	108	B	0.00508
LOCKER	109	B	0.00508
LOCKER	110	B	0.00508
LOCKER	111	B	0.00508
LOCKER	112	B	0.00508
LOCKER	113	B	0.00508
LOCKER	114	B	0.00508
LOCKER	115	B	0.00508
LOCKER	116	B	0.00508
LOCKER	117	B	0.00508
LOCKER	118	B	0.00508
LOCKER	119	B	0.00508
LOCKER	120	B	0.00508
LOCKER	121	B	0.00508
LOCKER	122	B	0.00508
LOCKER	123	B	0.00508
LOCKER	124	B	0.00508
LOCKER	125	B	0.00508
LOCKER	126	B	0.00508
LOCKER	127	B	0.00508
LOCKER	128	B	0.00508
LOCKER	129	B	0.00508
LOCKER	130	B	0.00508
LOCKER	131	B	0.00508
LOCKER	132	B	0.00508
LOCKER	133	B	0.00508
LOCKER	134	B	0.00508
LOCKER	135	B	0.00508
LOCKER	136	B	0.00508
LOCKER	137	B	0.00508
LOCKER	138	B	0.00508
LOCKER	139	B	0.00508
LOCKER	140	B	0.00508

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
LOCKER	141	B	
LOCKER	142	B	0.00508
LOCKER	143	B	0.00508
LOCKER	144	B	0.00508
LOCKER	145	B	0.00508
LOCKER	146	B	0.00508
LOCKER	147	B	0.00508
LOCKER	148	B	0.00508
LOCKER	149	B	0.01270
PARKING	1	C	0.00953
PARKING	2	C	0.00953
PARKING	3	C	0.00953
PARKING	4	C	0.00953
PARKING	5	C	0.00953
PARKING	6	C	0.00953
PARKING	7	C	0.00953
PARKING	8	C	0.00953
PARKING	9	C	0.00953
PARKING	10	C	0.00953
PARKING	11	C	0.00953
PARKING	12	C	0.00953
PARKING	13	C	0.00953
PARKING	14	C	0.00953
PARKING	15	C	0.00953
PARKING	16	C	0.00953
PARKING	17	C	0.00953
PARKING	18	C	0.00953
PARKING	19	C	0.00953
PARKING	20	C	0.00953
PARKING	21	C	0.00953
PARKING	22	C	0.00953
PARKING	23	C	0.00953
PARKING	24	C	0.00953
PARKING	25	C	0.00953
PARKING	26	C	0.00953
PARKING	27	C	0.00953
PARKING	28	C	0.00953
PARKING	29	C	0.00953
PARKING	30	C	0.00953
PARKING	31	C	0.00953
PARKING	32	C	0.00953
PARKING	33	C	0.00953
PARKING	34	C	0.00953
PARKING	35	C	0.00953
PARKING	36	C	0.00953
PARKING	37	C	0.00953
PARKING	38	C	0.00953
PARKING	39	C	0.00953
PARKING	40	C	0.00953
PARKING	41	C	0.00953
PARKING	42	C	0.00953
PARKING	43	C	0.00953
PARKING	44	C	0.00953
PARKING	45	C	0.00953
PARKING	46	C	0.00953
PARKING	47	C	0.00953
PARKING	48	C	0.01525
PARKING	49	C	0.01525
PARKING	50	C	0.00953
PARKING	51	C	0.00953
PARKING	52	C	0.00953
PARKING	53	C	0.00953
PARKING	54	C	0.00953
PARKING	55	C	0.00953
PARKING	56	C	0.00953
PARKING	57	C	0.00953
PARKING	58	C	0.00953
PARKING	59	C	0.00953
PARKING	60	C	0.00953
PARKING	61	C	0.00953
PARKING	62	C	0.00953
PARKING	63	C	0.00953
PARKING	64	C	0.00953

3A

SCHEDULE "D"  
TO THE CONDOMINIUM DECLARATION  
Thornhill City Centre - Building D

	Unit	Level	Proportions of Common Interest and Proportions of Contribution to the Common Expenses as expressed in percentages
PARKING	65	C	0.00953
PARKING	66	C	0.00953
PARKING	67	C	0.00953
PARKING	68	C	0.00953
PARKING	69	C	0.00953
PARKING	70	C	0.00953
PARKING	71	C	0.00953
PARKING	72	C	0.00953
PARKING	73	C	0.00953
PARKING	74	C	0.00953
PARKING	75	C	0.00953
LOCKER	76	C	0.00508
LOCKER	77	C	0.00508
LOCKER	78	C	0.00508
LOCKER	79	C	0.00508
LOCKER	80	C	0.00508
LOCKER	81	C	0.00508
LOCKER	82	C	0.00508
LOCKER	83	C	0.00508
LOCKER	84	C	0.00508
LOCKER	85	C	0.00508
LOCKER	86	C	0.00508
LOCKER	87	C	0.00508
LOCKER	88	C	0.00508
LOCKER	89	C	0.00508
LOCKER	90	C	0.00508
LOCKER	91	C	0.00508
LOCKER	92	C	0.00508
LOCKER	93	C	0.00508
LOCKER	94	C	0.00508
LOCKER	95	C	0.00508
LOCKER	96	C	0.00508
LOCKER	97	C	0.00508
LOCKER	98	C	0.00508
LOCKER	99	C	0.00508
LOCKER	100	C	0.00508
LOCKER	101	C	0.00508
LOCKER	102	C	0.00508
LOCKER	103	C	0.00508
LOCKER	104	C	0.00508
LOCKER	105	C	0.00508
LOCKER	106	C	0.00508
LOCKER	107	C	0.00508
LOCKER	108	C	0.00508
LOCKER	109	C	0.00508
LOCKER	110	C	0.00508
LOCKER	111	C	0.00508
LOCKER	112	C	0.00508
LOCKER	113	C	0.00508
LOCKER	114	C	0.00508
LOCKER	115	C	0.00508
LOCKER	116	C	0.00508
LOCKER	117	C	0.00508
LOCKER	118	C	0.00508
LOCKER	119	C	0.00508
LOCKER	120	C	0.00508
LOCKER	121	C	0.00508
LOCKER	122	C	0.01016
LOCKER	123	C	0.01270
PARKING	1	D	0.00953
PARKING	2	D	0.00953
PARKING	3	D	0.00953
PARKING	4	D	0.00953
PARKING	5	D	0.00953
PARKING	6	D	0.00953
PARKING	7	D	0.00953
PARKING	8	D	0.00953
PARKING	9	D	0.00953

Total

100.00000

SCHEDULE "E" TO THE DECLARATION OF  
1666633 ONTARIO INC.

COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Easement and Cost Sharing Agreement, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
  - (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
  - (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
    - (i) gas and electricity;
    - (ii) hydro and fuel;
    - (iii) water;
    - (iv) waste and garbage disposal;
    - (v) maintenance materials, tools and supplies; and
    - (vi) off-site snow removal (All purchasers of a Unit(s) are advised that the City of Vaughan may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee.)
- save and provided that:
- (i) The cost of the maintenance, operation, repairs, replacement and inspection of the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the 2 Storey Common Area and Residential Unit 8 Level 1 (collectively, the "Shared Facilities") and the Garage shall be shared as further stated below.
  - (ii) The cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of certain Shared Facilities and the Garage is set forth and described in the Easement and Cost Sharing Agreement, and the Corporation shall be responsible for paying its Proportionate Share thereof. It being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Easement and Cost Sharing Agreement in which event the readjustment or qualified or amended adjustments shall prevail. It is understood that the Easement and Cost Sharing Agreement shall allocate between the Corporation and the Adjacent Corporation such costs relating to such systems serving in varying degrees the Units and/or common elements and/or property within the Corporation and the Adjacent Corporation in accordance with their respective Proportionate Share. The Corporation shall subsequent to the registration of the Declaration, enter into the Easement and Cost Sharing Agreement with a view of covenanting to be responsible for its share of such costs.
- (d) Provided that all charges in respect of cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.
  - (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, save as in respect to any common element areas of the Corporation which constitute part of the Shared Facilities which shall be shared between the Corporations as further stated herein.
  - (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers.
  - (g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
  - (h) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
  - (i) All sums of money paid by the Corporation for any cleaning, repair, addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
  - (j) All sums of 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.

- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.
- (l) All sums of money payable on account of the Residential Unit 8 Level 1 and the first mortgage in relation to same.

SCHEDULE "F"

EXCLUSIVE USE OF PORTIONS OF THE COMMON ELEMENTS

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

1. The owners of certain residential dwelling units shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules passed pursuant thereto of any balcony and terrace to which such unit provides sole and direct access.
2. The owners of the ground floor Residential Units 1 to 7, Level 1 shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules passed pursuant thereto, of a Patio which is designated by being numbered the same number as the number of each Unit, with the letter "P" preceding each such number as illustrated on Part 2, Sheet 1 of the Description.

SCHEDULE "G"

1666633 Ontario Inc.

7 North Park Road, Thornhill, Ontario

CERTIFICATE OF ENGINEER

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

I certify that:

~~(Strike out whichever is not applicable:~~  
Each building on the property

OR

~~(In the case of an amendment to the declaration creating a phase:~~  
Each building on the land included in the phase))

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

(Check whichever boxes are applicable)

1. ☐ ~~The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~
2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.  
☐ There are no underground garages.
- OR
5. ☐ All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
☐ There are no elevating devices as defined in the Elevating Devices Act, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- OR
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.  
☐ There are no installations with respect to the provision of air conditioning.
- OR
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.  
☒ There are no indoor and outdoor swimming pools.
- OR
11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 30th day of November, 2007

  
(signature)

Steven Little, P. Eng.  
(print name)  
Engineer

Schedule "G"

Certificate of Architect or Engineer  
1666633 Ontario Inc.  
7 North Park Road, Thornhill, Ontario.

We certify that:

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

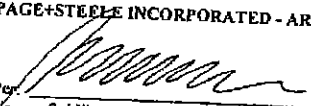
(Check whichever boxes are applicable)

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. ☒ All underground garages have walls and floor assemblies in place.  
OR  
☐ There are no underground garages.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
OR  
☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☐ All installations with respect to the provision of water and sewage services are in place and operable.
7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☐ All installations with respect to the provision of air conditioning are in place.  
OR  
☐ There are no installations with respect to the provision of air conditioning.
9. ☐ All installations with respect to the provision of electricity are in place.
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.  
OR  
☒ There are no indoor and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dec. 03, 2007

Dated as of (date of signature)

PAGE+STEELE INCORPORATED - ARCHITECTS


Per:   
Name: Sol Wassermuhl, OAA  
Title: President

I have authority to bind the Corporation.

# *Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

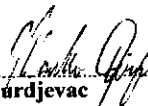
# **BY-LAW NO. 4**

<p style="text-align: center;">Number YR <u>1827139</u></p> <p style="text-align: center;"><b>CERTIFICATE OF RECEIPT</b></p> <p style="text-align: center;">MAY 25 2012 <u>9:19</u></p> <p style="text-align: center;"><b>YORK REGION No. 65 NEWMARKET</b></p> <p style="text-align: center;"> <b>LAND REGISTRAR</b></p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 22 pages	(3) Property Identifier(s) <u>29643-0001 (LT) to 29643-0636 (LT) all inclusive</u>	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document <b>Condominium By-Law 4 (under Section 56(9) of the Condominium Act, 1998)</b>				
	(5) Consideration <div style="text-align: right;">Dollars \$</div>				
	(6) Description <b>All the Units and Common Elements comprising of York Region Standard Condominium Plan No. 1112 together with it's appurtenant common interest City of Vaughan Regional Municipality of York Land Titles Division of York Region (No. 65)</b>				
	(7) This Document Contains: <div style="display: flex; justify-content: space-between;"> <div>           (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> </div> <div>           (b) Schedule for:           <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>Description <input type="checkbox"/></span> <span>Additional Parties <input type="checkbox"/></span> <span>Other <input checked="" type="checkbox"/></span> </div> </div> </div>				

(8) This Document provides as follows:  
**See Schedule for Condominium By-Law.**

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest) Name(s) <b>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112</b> <b>By it's solicitors Miller Thomson</b>	Signature(s) <b>By: </b> <b>Marko Djurdjevac</b>	Date of Signature Y M D <b>2012 05 23</b>
---	--	---

(11) Address for Service: **c/o Miller Thomson 5800 - 40 King Street West, Toronto, Ontario M5H 3S1**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property  <b>7 North Park Road Vaughan, Ontario</b>	(15) Document Prepared by:  <b>Marko Djurdjevac Miller Thomson LLP 40 King Street West Suite 5800 Toronto, ON M5H 3S1</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td>Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

**CERTIFICATE IN RESPECT OF A BY-LAW**

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

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112** (known as the "Corporation") certifies that:

1. The Copy of By-law No. 4, 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 14<sup>th</sup> day of May, 2012.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1112**

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

Name : SAM GROSSMAN

Title: PRESIDENT

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

Name: JOCELYN ESTRIEN

Title: SECRETARY

I/We have the authority to bind the corporation

**BY-LAW NO. 4**  
**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

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**BY-LAW NO. 4  
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1112 (the "Corporation") as follows:

By-law Nos. 1, 2 and 3 of York Region Condominium Corporation No. 1112 are hereby repealed.

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

**ARTICLE 1 - SEAL**

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

**ARTICLE 2 - YEAR-END**

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

**ARTICLE 3 - RECORDS OF THE CORPORATION**

The Corporation shall maintain the following records:

**3.1 Documents As Required By Section 43(4)**

- (a) the seal of the Corporation;
- (b) the minute book for the Corporation including a copy of the registered declaration and description, registered by-laws, current rules and minutes of owners' meetings and board meetings;
- (c) copies of any resolution of the Board changing the address for service or mailing address of the Corporation;
- (d) copies of all agreements entered into by the Corporation, or the declarant or the declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences and easements;
- (e) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (f) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (g) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;
- (h) copies of all notices sent on behalf of the Corporation;
- (i) copies of all requests for Status Certificates and copies of each certificate issued for the preceding ten (10) fiscal years;
- (j) as required by the Condominium Act, 1998 (the "Act"):
  - (i) notice delivered by an owner that his/her unit is leased;
  - (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
  - (iii) notice by an owner that a lease of a unit is terminated and not renewed;

- (k) all records that it has related to the units or to employees of the Corporation.

### **3.2 Documents As Required By Section 43(5)**

- (a) the existing warranties and guarantees for all the equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (b) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (c) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- (d) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;
- (e) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;
- (f) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and
- (g) all reserve fund studies that have been completed or are required to have been completed.

### **3.3 Other Records**

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

## **ARTICLE 4 - DUTIES OF THE CORPORATION**

### **4.1 Duties Of The Corporation**

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an owner fails to repair as provided for in the Act and in the declaration;

- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of utilities to the common elements and the units, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, declaration or by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11.1(b) hereof;
- (g) the supervision of all public or private service companies which, at the request of the Corporation, enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the investment of monies held by the Corporation in accordance with the Act;
- (k) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (with an extended discovery period clause in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) in respect of anything done, or required to be done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the calling and holding of meetings and the delivery of notices, as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;
- (q) the entering into an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds fifteen per cent (15%) of the replacement cost of the property covered by the Corporation's policy maintained in accordance with the Act;
- (r) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act;
- (s) appointing members of the Board as representatives to the Shared Facilities Committee and enacting a resolution as to the powers and duties of those representatives; and
- (t) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

## ARTICLE 5 - POWERS OF THE CORPORATION

### 5.1 Powers Of The Corporation

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

- (a) the entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;
- (b) the authority to make a complaint under Section 40 of the Assessment Act, or any successor thereof, on behalf of each and every owner;
- (c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;
- (d) the borrowing of such amounts for any fiscal year that the Board in its discretion decides are necessary that the Corporation borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year, and to include such amounts in the budget for the Corporation, provided that the total cumulative borrowing at any one time does not exceed one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year;
- (e) any borrowing in excess of the amount set out in (d), even if included in the Corporation's budget, must be approved by a vote of owners at a meeting called for that purpose;
- (f) the borrowing of such amounts in any fiscal year (not included in the budget of the Corporation) as the Board determines is necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval as required by the Act;
- (g) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (h) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board;
- (i) entering into or amending any agreement with another corporation with respect to shared services or facilities; and
- (j) the delegating to such one or more of the officers and/or directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of paragraph 5.1 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

## ARTICLE 6 - NOTICE

### 6.1 Notice to Owner/Mortgagee

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

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or

- (c) sent by facsimile transmission, electronic mail or any other method of electronic communication; or
- (d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the records of the Corporation is not the address of the unit of the person;

#### **6.2 Notice to Owner and Mortgagee**

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

#### **6.3 Notice To The Board Or Corporation**

Except as otherwise provided in the Act or as herein before set forth, any notice, direction or other instrument required or desired to be given, shall be given to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

#### **6.4 Receipt of Notice**

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

- (a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or
- (b) when the recipient accepts by fax, if it is sent by means of facsimile transmission; or
- (c) when sent by electronic mail or any other method of electronic communication and the recipient has agreed to this method of communication; or
- (d) the date of delivery receipt if sent by an appropriate communication company, courier or agency.

#### **6.5 Omissions And Errors**

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

#### **6.6 Notices Of Meetings**

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

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

#### **7.1 Duties**

- (a) the affairs of the Corporation shall be managed by the Board; and
- (b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement.

#### **7.2 Number and Quorum**

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining

directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

### 7.3 Qualifications

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

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall be a permanent resident and owner of a unit, or the spouse, parent, son or daughter of the owner of the unit provided the person resides in the unit and meets all other criteria of this section 7.3;
- (c) the person shall be capable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (d) the person shall not have a lien for common expenses registered against his/her unit;
- (e) only one (1) person per unit can be a member of the Board;
- (f) the person shall not be an employee of the Corporation;
- (g) a person who is nominated, elected or appointed a director is not a director unless:
  - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
  - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

### 7.4 Disqualification

A person immediately ceases to be a director if:

- (a) a person immediately ceases to be a director if the person is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (b) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien;
- (c) the director misses three (3) consecutive board meetings or a total of five (5) meetings in any year commencing at the date of the Annual General Meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonable. The foregoing also applies to any director who is also the Corporation's representative with respect to the Shared Facilities Committee and in relation to meetings of that Committee;
- (d) the director breaches the Board Members' Code of Ethics, as approved by resolution of the Board from time to time;
- (e) the director breaches the confidentiality provisions in 7.9; or
- (f) the director no longer meets the qualifications in Article 7.3(b) and (e).

### 7.5 Litigation, Mediation and/or Arbitration

Where the director or a member of the director's household or family is a party to litigation, mediation and/or arbitration against the Corporation:

- (a) the director shall not be present for any portion of meeting where the litigation, mediation and/or arbitration is discussed and shall not participate in any decision with respect thereto; and

- (b) separate minutes shall be kept for the portion of the meeting where the issues of litigation, mediation and/or arbitration are discussed. These minutes shall not be available to those persons set out in clause 7.5(a).

#### **7.6 Election And Term**

Subject to the Act,

- (a) the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected;
- (b) at each annual meeting a number of directors equal to the number of directors retiring at the end of their terms in such year shall be elected for a term of three (3) years;
- (c) the term of office for members of the Board shall be three (3) years;
- (d) where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (e) election to the Board shall be by written ballot, unless the election is by acclamation; and
- (f) the person receiving the highest number of votes will serve the longest term and the person receiving the next greatest number of votes will serve the next longest term, etc.

#### **7.7 Calling Of Meetings**

- (a) meetings of the Board shall be held from time to time at such places and at such times and on such days as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director and/or any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada and any amendments thereto) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;
- (b) the Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and
- (c) a meeting of the directors may be held or convened by way of teleconference or other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in the meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of the Act and this by-law) to be present at such meeting.

#### **7.8 Declaration Of Interest**

- (a) the provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and

- (b) in addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

#### **7.9 Confidentiality**

All matters discussed at a Board meeting, including all documents and information, are not privileged and confidential, unless specified as such by a board resolution and documented in the minutes accordingly.

#### **7.10 Conflict of Interest**

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the Board, may not be used for personal benefit, whether monetary or otherwise. Any director has an obligation to disclose an interest in accordance with and subject to section 40 of the Act, as amended, and section 41 of the Act, as amended, in the case of officers.

#### **7.11 Protection Of Directors And Officers**

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

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
- (f) any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto;

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

#### **7.12 Indemnity Of Directors And Officers**

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

- (a) all costs, charges and expenses whatsoever, which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation.
- (c) Notwithstanding, the above, no director or officer shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the director or officer is adjudged to be in breach of the duty to act honestly and in good faith. If a director or officer is adjudged to be in breach of the duty to

act honestly and in good faith, any costs incurred by the Corporation, including but not limited to all legal costs and disbursements, in the matter will be recoverable from the director or officer and will be added to the common expenses payable for the board member or officer's unit and will be recoverable in the same manner as common expenses.

### **7.13 Minutes**

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

- (a) the date, time and place of the meeting;
- (b) those names of those in attendance and those absent from the meeting;
- (c) the identity of the Chair and the Secretary of the meeting;
- (d) confirmation that the meeting was duly called;
- (e) confirmation that there was a quorum;
- (f) the disposition of each agenda item including the name of the moving and seconding parties and the outcome of the vote;
- (g) the disposition of every other motion made at the meeting; and
- (h) the adjournment of the meeting.

### **7.14 Consents**

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

### **7.15 Execution Of Instruments**

- (a) deeds, transfers, assignments, contracts and obligations of the Corporation must be signed by the President or a Vice-President together with the Secretary or any other director;
- (b) subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;
- (c) any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and
- (d) the manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

## **ARTICLE 8 - OFFICERS**

### **8.1 Election Of President**

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

## **8.2 Appointed Officers**

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

## **8.3 Term Of Office**

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

## **8.4 President**

The President shall:

- (a) when present, be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;
- (b) have one (1) vote (only) at all meetings of the Board;
- (c) co-ordinate the activities of the remaining members of the Board and officers;
- (d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and the Corporation's solicitor in all areas of concern;
- (e) in the absence of a resolution of the Board specifying another officer, cast votes on behalf of the Corporation for units owned by the Corporation, except for units that are intended for parking or storage purposes or for the purpose of housing services or facilities or mechanical installations; and
- (f) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

## **8.5 Vice-President**

The Vice-President shall during the absence of the President, perform his/her duties and exercise his/her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-President shall not preside at a meeting of the Board or the owners if the Vice-President is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

## **8.6 General Manager**

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

## **8.7 Secretary**

The Secretary shall:

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

#### **8.8 Treasurer**

The Treasurer shall:

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

#### **8.9 Officers**

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

#### **8.10 Committees**

- (a) in order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, house rules, or any other matter related to the common elements or any other property to which the Condominium Corporation has any rights or shares or obligations; and
- (b) the members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

#### **8.11 Delegation of Duties**

When the performance of any duty is delegated by an officer of the board of directors, that person's performance shall be supervised by such officer.

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

#### **9.1 Annual Meetings**

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

## **9.2 Special Meetings**

The Board shall have the power at any time to call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

## **9.3 Persons Entitled To Be Present**

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

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

## **9.4 Quorum**

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

## **9.5 Voting**

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

## **9.6 Method Of Voting**

- (a) at any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;
- (b) a vote for the election of directors shall be by secret ballot only, unless board members are elected by acclamation;

- (c) anyone, who has a right to vote, may demand a vote by secret ballot and upon such demand the vote shall be a secret ballot vote unless the demand is withdrawn before the ballots are distributed;
- (d) all voting by owners shall be on the basis of and in accordance with the Act;
- (e) all ballots including the ballot portion of a proxy shall be confidential; and
- (f) when all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

#### **9.7 Representatives**

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting sufficient proof of his/her appointment shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such owner. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

#### **9.8 Proxies**

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

#### **9.9 Co-Owners**

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may, in the absence of the other or others, vote, but if more than one (1) of them are present or represented by proxy, the majority of the owners of that unit, present at the meeting in person or by proxy, may exercise the right to vote in respect to that unit. The vote shall not be counted if two (2) or more owners of the unit present at the meeting are evenly divided on how to exercise the vote.

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

#### **10.1 Rights of the Corporation**

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

- (a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board, acting reasonably, determines appropriate;
- (b) upon reasonable notice, enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or
- (c) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, any proceeding for compliance pursuant to the provisions of the Act; and

- (d) deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

#### 10.2 Occupancy

- (a) the Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O. Reg. 350/06 or O. Reg. 403/97 as applicable, being two (2) persons per sleeping room or sleeping area (bedroom) in a dwelling unit in accordance with either the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s), which ever is more restrictive;
- (b) in the event of a contravention of the standards for the occupancy of units of the Corporation adopted in accordance with this by-law, in addition to any other rights of the Corporation, the Board is authorized, in accordance with the provisions of the Act, by resolution, to levy an assessment against the unit. The assessment shall form part of the contribution to the common expenses payable for the unit. The assessment shall be applied from the first day of the month in which there is a contravention through to the last day of the month in which the contravention is cured; and
- (c) no person shall occupy a unit in contravention of the occupancy standard adopted in 10.2(a).

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

Pursuant to S. 56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to use any of the facilities or amenities, which are common element areas of the Corporation.

#### 10.4 Indemnification by Owners

- (a) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
- (b) pursuant to subsection 105(3) of the Act, the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, the common elements or other units, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible.
- (c) each owner shall indemnify and save the Corporation harmless from and against any and all damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
  - (i) all legal costs and disbursements incurred by the Corporation; and
  - (ii) any costs incurred by the Corporation:
    - (A) to redress, rectify and/or obtain relief from any injury, loss or damage;
    - (B) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time; and/or
    - (C) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation, including the need for an oppression remedy;

- (d) all amounts for which the unit owner is responsible pursuant to this by-law shall form part of the contributions to the common expenses payable for the particular unit.

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

### **11.1 Common Expenses and Budget**

- (a) all expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration or in accordance with the provisions of the Act; and
- (b) the Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

### **11.2 Reserve Fund**

- (a) the Board shall establish and maintain a reserve fund(s) in accordance with the Act;
- (b) the reserve fund(s) shall be kept in a separate interest bearing account with an institution in accordance with the Act; and
- (c) shall be invested in accordance with the Act.

### **11.3 Extraordinary Expenditures**

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

### **11.4 Delivery of Assessments**

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

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

- (a) notwithstanding that common expenses are levied on the basis of an annual assessment, the Board shall permit owners to make their common expense payments in twelve (12) instalments due on the first day of each month. Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner;
- (b) if the Board enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or post-dated cheques or other similar plan approved by the Board. Each owner who does not pay common expenses by pre-authorized chequing, shall deliver to the corporation, prior to the date the first

common expense payment is due for the next fiscal year, twelve (12) equal consecutive monthly payments by post-dated cheques payable to the Corporation on the first day of each and every month during the annual fiscal period commencing the first day that year. 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, which may, at the Board's discretion be applied towards the payment of any other amounts owing to the Corporation. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided; and

- (c) the Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided.

#### **11.6 Default In Payment**

- (a) arrears of payment required to be made under the provisions of the Act, declaration, by-laws or rules shall bear interest at the rate of twenty-four per cent (24%) per annum compounded monthly or such other rate as the Board may by resolution determine, until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and
- (b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation and all legal costs on a substantial indemnity basis (formerly known as solicitor and client costs) incurred in such action.

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

#### **12.1 Banking Arrangements**

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

#### **12.2 Execution of Instruments**

Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions of the Act, the Board may at any time and from time to time, direct the manner in

which, and the person(s) by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

### **12.3 No Seal**

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

### **12.4 Execution of the Status Certificate and Notices of Lien and Discharges of Liens**

The Status Certificate, Notices of Lien and Discharges of Liens, as required by the Act, may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board of Directors with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

## **ARTICLE 13 - MISCELLANEOUS**

### **13.1 Invalidity**

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

### **13.2 Waiver**

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

### **13.3 Headings**

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

### **13.4 Amendment**

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

### **13.5 Conflicts**

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

York Region Standard Condominium Corporation No. 1112 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 14<sup>th</sup> day of May, 2012.

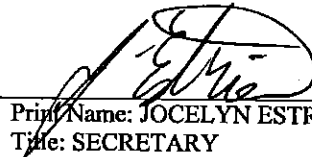
**YORK REGION STANDARD  
CONDOMINIUM CORPORATION NO.  
1112**

Per:



Print Name: SAM GROSSMAN  
Title: PRESIDENT

Per:



Print Name: JOCELYN ESTRIEN  
Title: SECRETARY

We have authority to bind the  
Corporation

# *Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

# ***BY-LAW NO. 5***

FOR OFFICE USE ONLY

Number YR 1827145  
CERTIFICATE OF RECEIPT

MAY 25 2012 9:30

YORK REGION  
No. 65  
NEWMARKET

*[Signature]*  
LAND REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 16 pages
(3) Property Identifier(s) <u>29643-0001 (LT) to 29643-0636 (LT) all inclusive</u>		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document <u>Condominium By-Law 5 (under Section 56(9) of the Condominium Act, 1998)</u>		
(5) Consideration  Dollars \$		
(6) Description <u>All the Units and Common Elements comprising of York Region Standard Condominium Plan No. 1112 together with it's appurtenant common interest City of Vaughan Regional Municipality of York Land Titles Division of York Region (No. 65)</u>		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:  
See Schedule for Condominium By-Law.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y M D
<u>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112</u>	<u>By: Marko Djurdjevac</u>	<u>2012 05 23</u>
<u>By it's solicitors Miller Thomson</u>		

(11) Address for Service c/o Miller Thomson 5800 - 40 King Street West, Toronto, Ontario M5H 3S1

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

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

7 North Park Road  
Vaughan, Ontario

(15) Document Prepared by:

Marko Djurdjevac  
Miller Thomson LLP  
40 King Street West  
Suite 5800  
Toronto, ON  
M5H 3S1

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

**CERTIFICATE IN RESPECT OF A BY-LAW**

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

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112** (known as the "Corporation") certifies that:

1. The Copy of By-law No. 5, 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 14<sup>th</sup> day of May, 2012.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1112**

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

Name : SAM GROSSMAN

Title: PRESIDENT

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

Name: JOCELYN ESTRIEN

Title: SECRETARY

I/We have the authority to bind the corporation

**BY-LAW NO. 5**

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

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**BY-LAW NO. 5**

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

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

**WHEREAS:**

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

**ARTICLE 1 – GENERAL**

**1.1 Disputes**

Disputes relating to the breach, termination, existence, validity, performance, interpretation or enforceability of any of the agreements listed in Section 132(2) of the *Act* or Disputes arising in connection with the documents referred to in Section 125 of the *Act*, other than those which must be resolved in the Courts or those which may be resolved in the Courts unless the Parties agree to submit their dispute to mediation and arbitration, shall be addressed and resolved in accordance with the provisions of this By-law.

**1.2 Definitions**

- (a) **Deliver** – means serving, giving to or Delivering any Notice or Document to a Party pursuant to Article 1.3(a) of this By-law.
- (b) **Party** – means any person or corporate entity named as a Party in relation to a Dispute in a Notice of Dispute, Notice of Mediation or Notice of Arbitration. For the purposes of paying costs and for Delivery/service of documents pursuant to this By-law, co-owners who have not given the corporation notice of separate addresses for service shall be deemed to be one Party.
- (c) **Recipient** – means the person to whom a Notice or Document has been Delivered in accordance with this By-law.

**1.3 Delivery/Service of Documents**

- (a) All notices and documents required to be Delivered or provided to the Corporation shall be Delivered in accordance with subsection 46(2)(c) of the *Act*; to an owner in accordance with subsection 47(7) of the *Act*; to a mortgagee in accordance with subsection 47(8) of the *Act*; and to all other Parties either:
  - (i) personally;
  - (ii) by pre-paid mail to that Party's last known address;
  - (iii) by pre-paid registered post;
  - (iv) by facsimile transmission; or
  - (v) electronic mail or any other method of electronic communication if the Party agrees in writing that the Party giving the notice or document may give the notice or document in this manner.

- (b) If a Party is represented by an agent or solicitor, any document to be Delivered to that Party may be Delivered to that Party's agent or solicitor in accordance with Article 1.3(a).
- (c) Notices and documents will be deemed to have been received the day of hand Delivery, facsimile transmission or electronic communication and for Delivery by pre-paid mail and registered post, forty-eight (48) hours after posting or registration thereof.

#### **1.4 Confidentiality**

Settlement efforts and statements made by the Parties during negotiation, mediation and/or arbitration shall, in all respects, be kept confidential and shall be strictly without prejudice.

### **ARTICLE 2 - NEGOTIATION**

Any Party may Deliver a written Notice of Dispute to any other Party, which shall include:

- (a) an outline of the nature of the Dispute; and
- (b) the names of the Parties involved in the Dispute.

The Parties who have received and are named in the Notice of Dispute shall meet for the purpose of trying to resolve the Dispute as soon as possible after receiving a Notice of Dispute, as many times as the Parties reasonably deem necessary, in order to gather and furnish to the other Party or Parties all information with respect to the matters in issue which the Parties believe will assist with its resolution. The specific format for such discussions shall be left to the Parties and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other Party or Parties.

### **ARTICLE 3 - MEDIATION**

#### **3.1 Notice of Mediation and Selection of Mediator**

- (a) Notwithstanding that the Parties may still be in negotiations pursuant to Article 2, a Notice of Mediation may be Delivered by any Party to the other Party or Parties on or after the fifth (5th) day after the Notice of Dispute has been Delivered and must be Delivered no later thirty (30) days after Delivery of the Notice of Dispute, and shall include:
  - (i) a statement that the Party has made a good faith effort to reach a settlement in accordance with Article 2;
  - (ii) the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;
  - (iii) a statement of any facts agreed by all Parties, if any; and
  - (iv) a written statement of the Party's position;
- (b) Within five (5) days of receipt of a Notice of Mediation the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference and each Recipient shall include a written statement of his/her/its position;
- (c) For purposes of Section 132 of the *Act*, a Dispute will be deemed to be submitted to mediation by the Parties on the day the Notice of Mediation is Delivered;
- (d) The Parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced mediator;
- (e) If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the

Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties;

- (f) The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law;
- (g) If a Party fails to submit names in accordance with Article 3.1(b), the mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

### **3.2 Role of Mediator**

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

### **3.3 Location, Time and Place of Hearing**

The place of mediation shall be determined by the mediator in consultation with the Parties and the mediator will promptly advise the Parties of the location and time of the mediation and the estimated cost of the mediation. The mediation shall be held within thirty (30) days of the Notice of Mediation. In emergency situations, as determined by the Corporation, involving the safety and security of persons or property, the mediation shall be held as soon as possible following the Delivery of the Notice of Mediation in which case the following shall apply:

- (a) A Notice of Mediation may be Delivered by any Party to the other Party or Parties along with the Delivery of the Notice of Dispute;
- (b) A written mediation brief shall be submitted by each Party to the mediator and all other Parties, at least two (2) days before the hearing date, or such shorter time as may be acceptable to the mediator.

### **3.4 Mediation Brief**

Each Party shall submit to the mediator and all other Parties, at least five (5) days before the hearing date, a written mediation brief of not more than ten (10) pages, single spaced on 8½" by 11" paper, setting out the relevant facts and the Party's positions concerning the matters in the Dispute.

### **3.5 Fees and Expenses**

- (a) Each Party shall Deliver to the mediator, with its mediation brief, or no later than twenty-four (24) hours before the commencement of the mediation, a certified cheque payable to the mediator for such Party's proportionate share, based on the number of parties to the mediation, of the mediator's anticipated fees and expenses of the mediation;
- (b) Fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be borne as specified in the notice stating that the mediation has failed;
- (c) If a Party fails to Deliver to the mediator a certified cheque in accordance with Article 3.5(a), the mediation will be deemed to have failed and the Mediator will issue a notice stating that the mediation has failed and which Party or Parties

failed to Deliver to the mediator a certified cheque in accordance with Article 3.5(a);

- (d) A Party who has failed to Deliver to the mediator a certified cheque in accordance with Article 3.5(a) may not Deliver a Notice of Arbitration unless that Party has withdrawn from the mediation in accordance with Article 3.7(a);
- (e) If a Party who has Delivered to the mediator a certified cheque in accordance with Article 3.5(a) when a Party has not complied with Article 3.5(a), and the mediator deducts an amount for fees from the certified cheque provided in accordance with Article 3.5(a), the Party who has complied with Article 3.5(a) may add amounts paid to the mediator to the Dispute.

### **3.6 Authority to Settle and Legal Representation**

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

### **3.7 Withdrawal from Mediation**

- (a) Any Party and/or the mediator may withdraw from mediation at any time by giving written notice to the other Party or Parties at least twenty-four (24) hours prior to the scheduled commencement of the mediation hearing;
- (b) If a Party or the mediator has withdrawn from mediation in accordance with Article 3.7(a), the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed.

### **3.8 Termination of Mediation**

The mediation shall end on the earlier of:

- (a) The date that the Parties enter into a binding settlement agreement with respect to all or a part of the matters in Dispute;
- (b) The date the mediator issues a notice stating that the mediation has failed;
- (c) The date that any Party or the mediator withdraws from the mediation, in accordance with Article 3.7(a); and
- (d) Sixty (60) days after the Parties submitted their Dispute to mediation if in that time they failed to select a mediator.

## **ARTICLE 4 – ARBITRATION**

### **4.1 Application**

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

### **4.2 Notice of Arbitration**

- (a) Any Party, subject to Article 3.5(c) may initiate the arbitration by Delivering a written Notice of Arbitration:

- (i) sixty (60) days after the Parties submitted their Dispute to mediation if the Parties failed to select a mediator, or if a Party withdrew from the mediation in accordance Article 3.7(a); or
- (ii) thirty (30) days after the mediator selected under Articles 3.1(a) to 3.1(g) Delivers a notice stating that the mediation has failed;
- (b) A Party may Deliver a Notice of Arbitration prior to the expiry of the time frames set out in this Article 4.2 with the agreement of the other Party or provided the other Party does not object in writing to Delivery of the Notice of Arbitration;
- (c) The Notice of Arbitration shall include:
  - (i) an outline of the issues to be arbitrated;
  - (ii) the names of the Parties involved in the dispute;
  - (iii) a statement indicating the date that mediation was terminated under Article 3 hereof; and
  - (iv) the names of at least two (2) persons who the Party has selected to act as arbitrator ranked in order of preference.

#### **4.3 The Arbitrator**

- (a) The arbitrator shall be either:
  - (i) an individual selected by the Corporation with experience in Arbitration and Condominium Law;
  - (ii) a member of the Arbitration and Mediation Institute of Ontario; or
  - (iii) a Canadian former Judge who carries on business as a professional arbitrator and who is based in Ontario.
- (b) The Arbitrator shall be impartial and independent of the Parties to the Dispute and shall, if requested, confirm to the Parties that he/she has no current or past relationship of any kind with any of the Parties that might give rise to justifiable doubts as to his or her impartiality;
- (c) Within five (5) days of receipt of a Notice of Arbitration the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as the arbitrator, who have indicated a willingness to act as arbitrator, ranked in order of preference. Such Recipients shall include a written statement of position;
- (d) The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator;
- (e) If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties;
- (f) If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

#### **4.4 Location, Time and Place of Arbitration**

The place of arbitration shall be determined by the arbitrator in consultation with the Parties and the arbitrator will promptly advise the Parties of the location, time for commencement, schedule for and estimated cost of the arbitration. The arbitration shall be held within thirty (30) days of the Delivery of Notice of Arbitration. In emergency situations involving the safety and/or security of persons or property, as determined by the Corporation in its sole discretion, the

arbitration shall be held as soon as possible following the Delivery of the Notice of Arbitration in which case the following shall apply:

- (a) A Notice of Arbitration may be Delivered by any Party to the other Party:
  - (i) as soon as possible following the deemed failure of the mediation to have failed;
  - (ii) after the Parties submitted their Dispute to mediation if the Parties failed to select a mediator, or if a Party withdrew from the mediation in accordance Article 3.7(a); or
  - (iii) after the mediator selected under Articles 3.1(a) to 3.1(g) Delivers a notice stating that the mediation has failed;
- (b) A written arbitration brief shall be submitted by each Party to the arbitrator and all other Parties, at least two (2) days before the hearing date, or such shorter time as may be acceptable to the arbitrator.

#### **4.5 Arbitration Brief**

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

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

#### **4.6 Fees and Expenses**

- (a) Each Party shall Deliver to the arbitrator, with their arbitration brief, or no later than twenty-four (24) hours before the commencement of the arbitration, a certified cheque payable to the arbitrator for such Party's pro rata share of the arbitrator's anticipated fees and expenses of the arbitration;
- (b) The fees and expenses of the arbitration shall be borne as specified in the arbitrator's award subject to Article 4.12(b);
- (c) If a Party fails to Deliver to the arbitrator a certified cheque in accordance with Article 4.6(a), the arbitrator may continue the arbitration and make an award on the evidence before him/her except that the arbitrator may not take into account any documents, briefs or evidence provided by the Party who failed to pay fees in accordance with Article 4.6(a); and
- (d) If the Party who fails to Deliver a certified cheque to the arbitrator in accordance with Article 4.6(a) is the Party who commenced the arbitration, the arbitrator may make an award dismissing the claim.

#### **4.7 Additional Parties**

Upon reviewing the Notice of Arbitration and Arbitration Briefs, the Arbitrator may make a request of the Parties that another Party or Parties be joined in the arbitration. Any other Party or Parties may only be joined with that Party's consent and the consent of the original Parties to the Dispute.

#### **4.8 Hearing**

The arbitration shall be an oral hearing, conducted in the English language, unless the Parties and the arbitrator agree otherwise, and shall consist of examination in chief and cross examination of witnesses under oath, and oral arguments to be presided over by the arbitrator. Except for the statutory declaration provided pursuant to Article 4.5(c), there shall be no oral or documentary discovery under oath.

#### **4.9 Representation**

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

#### **4.10 Duration of Arbitration**

The hearing shall begin not more than thirty (30) days after the Arbitration Notice is Delivered and shall be conducted over no more than five (5) consecutive business days whereby:

- (a) Each Party shall be given a maximum of two (2) full business days to present his or her case to the arbitrator;
- (b) The arbitrator shall have the discretion to regulate, among other things, the length of a Party's cross examination of the other Party's witnesses to ensure the fair and equal treatment of all Parties with regard to the time limits of the hearing; and
- (c) On the fifth (5th) business day of the hearing or earlier, each Party shall be given the opportunity to present oral and written arguments to the arbitrator.

#### **4.11 Powers of the Arbitrator**

- (a) Subject to Article 4.11(b), the arbitrator shall have the discretion to determine all procedural matters, including but not limited to those relating to evidence, witnesses, documents and interpreters, and may require the Parties to attend at a preliminary meeting, which may be held by teleconference, to discuss and determine any procedural matters that, in the discretion of the arbitrator, should be determined prior to the commencement of the arbitration hearing.
- (b) The arbitrator may make whatever award he/she considers just having regard to the dispute, the interest of the Parties, the *Act*, the regulations, the agreement, the declaration, the by-laws and the rules and may do one or more of the following:
  - (i) order an amendment to any document in dispute between the Parties, said amendment to be effective as between the Parties to the arbitration;
  - (ii) order a Party to do something;
  - (iii) order a Party to refrain from doing something;
  - (iv) order a Party to pay money as damages, compensation or reimbursement; and
  - (v) any other order as may be permitted by the Arbitration *Act*.

#### **4.12 The Arbitrator's Award**

- (a) The arbitrator shall be required to make an award, in writing, signed by the arbitrator, within thirty (30) days after the conclusion of the hearing and a copy of the award is to be Delivered to the Parties in accordance with this By-law.
- (b) The award of the arbitrator shall be final and binding. The arbitrator shall include reasons for the award.
- (c) The arbitrator's award may include an order for costs, specifying the Party or Parties entitled to costs, the Party or Parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an order

respecting costs, a Party may, within twenty (20) days after being notified of the award, apply to the arbitrator for an order respecting costs. If no application is made to the arbitrator for an order respecting costs or, if following an Application the arbitrator does not make an order respecting costs, then subject to any agreement to the contrary, the Parties must bear their own costs of the fees and disbursements of the arbitrator in equal shares.

- (d) An arbitrator's award and/or order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if it was an order of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and/or the order for costs.

#### 4.13 Defence to Action

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

### ARTICLE 5 – FORMS

#### 5.1 Forms

Precedent forms are attached to this By-law as Schedule "A" through Schedule "E". These forms may be used by any Party for purposes of the procedures contained in this Mediation and Arbitration By-law. These forms need not be used and may be altered, if required, to meet the circumstances of a specific situation. The forms attached include:

- (a) Schedule "A" Notice of Dispute;
- (b) Schedule "B" Notice of Mediation;
- (c) Schedule "C" Response to Notice of Mediation;
- (d) Schedule "D" Notice of Arbitration; and
- (e) Schedule "E" Response to Notice of Arbitration.

York Region Standard Condominium Corporation No. 1112 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 14<sup>th</sup> day of May, 2012.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1112**

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

Print Name: SAM GROSSMAN  
Title: PRESIDENT

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

Print Name: JOCELYN ESTRIEN  
Title: SECRETARY

I/We have the authority to bind the corporation

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

DATE:       ●

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

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

4.     Statement of Dispute:

---

(Signature)

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

DATE: ●

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

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

1. I/We, [insert name of party giving notice] have made a good faith effort to reach a settlement of the dispute through negotiation.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. Statement of Facts Agreed by All Parties, if any:

4. Statement of Position:

5. Documents:

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

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

\_\_\_\_\_  
(Signature)

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

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

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

If a Party fails to submit names in accordance with Article 3.2, the Mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

**SCHEDULE C**

**RESPONSE TO NOTICE OF MEDIATION**

DATE: ●

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

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

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

2. Statement of Position:

3. Documents:

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

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

\_\_\_\_\_  
(Signature)

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

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

If a Party fails to submit names in accordance with Article 3.2, the Mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

## SCHEDULE D

### NOTICE OF ARBITRATION

DATE: ●

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

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

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)

( ) sixty (60) days have passed from the date of the Notice of Mediation, a copy of which is attached hereto and the Parties have not selected a mediator; or

( ) thirty (30) days have passed from the Delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.

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

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

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

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

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

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

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

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

DATE: ●

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

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_

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

\_\_\_\_\_  
 (Signature)

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

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

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

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

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

# *Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

# ***BY-LAW NO. 6***

FOR OFFICE USE ONLY

Number YR.....1827153.....  
**CERTIFICATE OF RECEIPT**

MAY 25 2012 9:37

**YORK REGION  
No. 66  
NEWMARKET**

*[Signature]*  
**LAND REGISTRAR**

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 5 pages

(3) Property Identifier(s) 29643-0001 (LT) to 29643-0636 (LT) all inclusive  
Block Property  
Additional:  
See  
Schedule ☐

(4) Nature of Document  
Condominium By-Law 6 (under Section 56(9) of the Condominium Act, 1998)

(5) Consideration  
Dollars \$

(6) Description  
All the Units and Common Elements comprising of York Region Standard Condominium Plan No. 1112 together with it's appurtenant common interest City of Vaughan Regional Municipality of York Land Titles Division of York Region (No. 65)

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

(8) This Document provides as follows:  
See Schedule for Condominium By-Law.

Continued on Schedule ☐

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

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

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1112**  
By it's solicitors Miller Thomson

Signature(s)

By: *[Signature]*  
Marko Djurdjevac

Date of Signature  
Y M D

2012 05 23

(11) Address  
for Service

c/o Miller Thomson 5800 - 40 King Street West, Toronto, Ontario M5H 3S1

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

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property

7 North Park Road  
Vaughan, Ontario

(15) Document Prepared by:

Marko Djurdjevac  
Miller Thomson LLP  
40 King Street West  
Suite 5800  
Toronto, ON  
M5H 3S1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	

2

**CERTIFICATE IN RESPECT OF A BY-LAW**

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

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112** (known as the "Corporation") certifies that:

1. The Copy of By-law No.6, 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 14<sup>th</sup> day of May, 2012.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1112**

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

Name : SAM GROSSMAN

Title: PRESIDENT

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

Name: JOCELYN ESTRIEN

Title: SECRETARY

I/We have the authority to bind the  
corporation

## BY-LAW NO. 6

## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

**BE IT ENACTED** as a By-law of York Region Standard Condominium Corporation No. 1075 (the "Corporation") as follows:

The schedule appended hereto as Schedule "A" shall constitute the standard unit(s) for residential unit(s) for purposes of Section 99(5) of the *Condominium Act, 1998*.

York Region Standard Condominium Corporation No. 1112 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 14<sup>th</sup> day of May, 2012.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1112**

Per: 

Name: SAM GROSSMAN

Title: PRESIDENT

Per: 

Name: JOCELYN ESTRIEN

Title: SECRETARY

I/We have the authority to bind the  
corporation

**SCHEDULE "A"**

**RESIDENTIAL UNIT CLASS - STANDARD UNIT**

For the purpose of Section 99(5) of the Ontario *Condominium Act, 1998*, the Standard Unit is defined as follows:

The boundaries of the Residential Units of all classes are as defined in the Declaration for York Region Standard Condominium Corporation No. 1112.

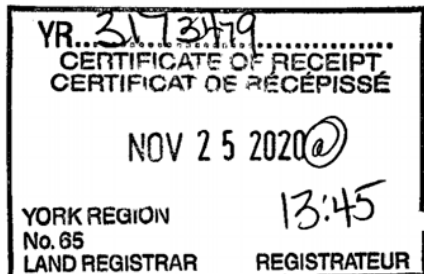
Ceilings	<ul style="list-style-type: none"> <li>• 8 FT ceiling, except PH floor, all LPH floors, 16<sup>th</sup> floor and ground floor</li> <li>• White stippled ceilings throughout, except for the kitchen, laundry and bathrooms, which are smooth and painted with semi-gloss paint.</li> </ul>
Walls	<ul style="list-style-type: none"> <li>• Interior walls painted with latex paint throughout, except for the kitchen, bathrooms and all woodwork and trim painted with semi-gloss paint.</li> <li>• All load-bearing structural concrete columns, partitions, framing along with all plumbing, electrical and venting conduits that form part of the unit as described by the Corporation's Declaration</li> </ul>
Doors	<ul style="list-style-type: none"> <li>• Interior doors hollow with brushed chrome finish hardware</li> <li>• Closet doors - mirrored sliding door in the foyer               <ul style="list-style-type: none"> <li>- white laminate double sliding doors for walk-in closets or interior doors hollow with brushed chrome finish hardware, as per original plans</li> </ul> </li> </ul>
Baseboards & Casings	<ul style="list-style-type: none"> <li>• MDF paint grade colonial style 4 1/4" baseboards</li> <li>• MDF 2 1/4" trim casings</li> </ul>
Hardware	<ul style="list-style-type: none"> <li>• Entry door - unit side brushed chrome finish turning handle</li> <li>• Interior doors - brushed chrome finish turning handle</li> </ul>
Wiring, Receptacles & Other	<ul style="list-style-type: none"> <li>• Washer and dryer wiring &amp; receptacles, along with dryer venting to exterior</li> <li>• Hook-up and drain for washing machine</li> <li>• standard electrical stove outlet in the kitchen</li> <li>• Rough-in for plumbing and electrical for automatic dishwasher</li> <li>• Smoke and heat detectors in each suite, as required by law</li> <li>• Individual electrical service panel with circuit breakers</li> <li>• Individually controlled fan coil heating and air conditioning equipment, as per original architectural plans</li> <li>• Alarm - intrusion alarm on interior entry door. Ground floor suites have intrusion alarm also installed on all exterior doors.</li> <li>• Capped ceiling light outlet in the kitchen, bathrooms, bedrooms, living room, den, walk-in closets and hallway</li> <li>• Pre-wired for cable TV outlets in living room, den and bedroom(s)</li> <li>• Pre-wired telephone outlets in living room, bedroom(s) and kitchen</li> <li>• Cable outlet with broadband, high-speed internet access</li> <li>• White Decora-style receptacles and switches throughout</li> </ul>
Windows	<ul style="list-style-type: none"> <li>• Double glazed thermal windows with frame as per original architectural plans, and only those components that form part of the unit as described by the Corporation's Declaration</li> <li>• Wood windowsills on all windows</li> </ul>

Kitchen	<ul style="list-style-type: none"> <li>• Custom quality European-style cabinets with stained solid wood doors and pressboard sides</li> <li>• Granite countertop</li> <li>• Ceramic tiles backsplash (4X4)</li> <li>• Stainless steel double sink with single lever faucet and vegetable spray</li> <li>• Variable speed overhead exhaust fan vented to exterior</li> </ul>
Main Bathroom	<ul style="list-style-type: none"> <li>• Melamine laminate vanity cabinets</li> <li>• Laminate countertop</li> <li>• Single white sink with single lever faucet</li> <li>• 5ft white acrylic soaker tub or shower stall as per original plans, with single lever chrome faucet, chrome shower head and pressure balance water temperature controls. Tub and/or shower surround to the ceiling by ceramic tiles (12X8). Shower stalls have glass enclosure.</li> <li>• White low-flow, American standard toilet</li> <li>• Full width vanity mirror</li> <li>• Exhaust fans in all bathrooms</li> <li>• One towel bar</li> </ul>
Powder Rooms (if applicable)	<ul style="list-style-type: none"> <li>• White low-flow, American standard toilet</li> <li>• One pedestal sink with single lever faucet</li> <li>• Above sink mirror as per original plans</li> <li>• One towel bar</li> <li>• Exhaust fan</li> </ul>

**NOTE:**

1. Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason.
2. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors.
3. The Standard Unit shall not include any flooring material of any sort (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlying and adhesive of any sort) unless same is specifically provided for above.
4. The Standard Unit shall not include any appliances in any room.
5. Reference to "plan" or "plans" is a reference to the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s).

PROPERTY OF THE  
REGISTRY OFFICE



(1) Registry ☐

Land Titles ☒

(2) Page 1 of 4 pages

(3) Property  
Identifier(s)

Block

Property

29643-0001 to 29643-0636 - inclusive

Additional:  
See  
Schedule ☐

(4) Nature of Document

Condominium By-law 7 (under Section 56(9) of the Condominium Act, 1998)

(5) Consideration

Dollars \$

(6) Description

All Units and Common Elements comprising the property included in  
York Region Standard Condominium Plan No. 1112  
City of Vaughan,  
Regional Municipality of York  
Land Titles Division of the York Region Registry Office ( No. 65)

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional  
Parties ☐ Other ☒

(8) This Document provides as follows:

See attached Schedule

Continued on Schedule ☐

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

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

Name(s)

Signature(s)

Date of Signature

Y M D

York Region Standard Condominium Corporation No. 1112  
by its authorized solicitors, Horlick Levitt Di Lella LLP

Per:  
Brian Horlick

2020 11 23

(11) Address  
for Service

c/o Management Office, 7 North Park Road, Thornhill, Ontario L4J 0C9

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

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address  
for Service

(14) Municipal Address of Property

7 North Park Road  
Thornhill, Ontario  
L4J 0C9

(15) Document Prepared by:

HORLICK LEVITT DI LELLA LLP  
100 Sheppard Avenue East  
Suite 870  
Toronto, Ontario  
M2N 6N5

Fees and Tax

Registration Fee

76.15

Total

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the *Condominium Act, 1998*, and referred to in subsection 38 (1) of Ontario Regulation 49/01)


*Condominium Act, 1998*

York Region Standard Condominium Corporation No. 1112 (known as the "Corporation")  
certifies that:

1. The copy of by-law number 7, 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. (Please check the statement that applies)
  - ☐ ~~The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).~~
  - ☒ The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the *Condominium Act, 1998* and subsection 14 (2) of Ontario Regulation 48/01 apply).
4. (Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)
  - ☐ ~~The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being (insert corporation names), have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.~~

Dated this 16 day of November, 2020.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

By:   
Name: Sam Grossman  
Title: President

By:   
Name: Gerald Frank  
Title: Vice-President

By:   
Name: Itia Golan  
Title: Secretary

*We have authority to bind the Corporation.*

# SCHEDULE A

## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112 BY-LAW NO. 7

**MEETINGS OF OWNERS AND VOTING VIA TELEPHONIC OR ELECTRONIC MEANS**  
Pursuant to subsection 52(1)(b)(iii) of the *Condominium Act, 1998* and subsection 14(0.1)(p) of Ontario Regulation 48/01 made under the *Condominium Act, 1998*

### WHEREAS:

- A. The board of directors may, by by-law, authorize York Region Standard Condominium Corporation No. 1112 (the "Corporation") to allow votes at meetings of owners to be cast by a recorded vote that is indicated by way of telephonic or electronic means in accordance with subsection 52(1)(b)(iii) of the *Condominium Act, 1998* (the "Act"); and,
- B. The board of directors may, by by-law, govern the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy in accordance with subsection 14(0.1)(p) of Ontario Regulation 48/01 made under the *Act*;

**NOW THEREFORE** By-law No. 4 of the Corporation shall be amended by this By-law No. 7 of the Corporation, as follows:

1. By deleting Section 9.6, Method of Voting, and replacing it with the following:

### 9.6 Method of Attendance and Method of Voting

#### (a) Method of Attendance

##### (1) Electronic Meetings of Owners

The board of directors may, by resolution of the board, determine that any annual general or special meeting of owners be attended by owners, mortgagees and any other persons entitled to attend the meeting, by telephonic or electronic means, referred to as an "Electronic Meeting of Owners" and may specify the telephonic or electronic means of attending the meeting.

##### (2) Combined Electronic/In-person Meetings of Owners

The board of directors may, by resolution of the board, determine that any annual general or special meeting of owners be attended by owners, mortgagees and any other persons entitled to attend the meeting, either in person or by telephonic or electronic means, referred to as a "Combined Electronic/In-person Meeting of Owners" and may specify the telephonic or electronic means of attending the meeting.

##### (3) In-person Meetings of Owners

The board of directors may, by resolution of the board, determine that any annual general or special meeting of owners be attended by owners, mortgagees and any other persons entitled to attend the meeting in person only.

##### (4) Representation by Proxy

Notwithstanding anything above in this by-law, owners and mortgagees shall be entitled to be represented at any meeting of owners by proxy.

##### (5) Electronic Attendance

An owner or a mortgagee who, personally or by proxy, votes at the meeting by telephonic or electronic means or establishes a communications link to the meeting shall be deemed to be present at the meeting or represented by proxy, as the case may be.

**(b) Method of Voting**

(1) At any annual general or special meeting of owners, any question shall be decided by a show of hands or on a recorded vote, which may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairperson that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

A recorded vote may be:

- (i) marked on a ballot cast personally or by proxy;
- (ii) marked on an instrument appointing a proxy; or,
- (iii) indicated by telephonic or electronic means.

"telephonic or electronic means" means any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks."

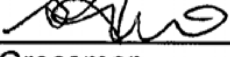
(2) The board of directors may, by resolution of the board, specify the telephonic or electronic means of indicating a recorded vote at any annual general or special meeting of owners.


- 2. **Definitions:** All terms used in this by-law shall have the meaning ascribed to them in the Act, as amended, or any successor legislation.
- 3. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 4. **Statutory References:** Any references to a section or sections of the Act in this by-law shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation.

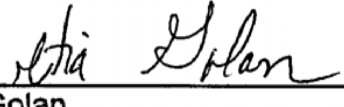
The forgoing by-law is hereby enacted as By-law No. 7 of York Region Standard Condominium Corporation No. 1112, said by-law having been passed by the board of directors on the 30<sup>th</sup> day of July, 2020, and duly approved by the majority of owners present or represented by proxy at a meeting of owners voting in favour of confirming it on the 20<sup>th</sup> day of October, 2020, without variation, pursuant to the provisions of the Act.

DATED this 16 day of November, 2020.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

By:   
Name: Sam Grossman  
Title: President

By:   
Name: Gerald Frank  
Title: Vice-President

By:   
Name: Itia Golan  
Title: Secretary

*Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

***RULES &  
REGULATIONS  
Y.R.S.C.C. 1112***

## **Definitions**

**"Act"** shall mean the Condominium Act, 1998, S.O. 1998, c. 19 and any regulations and amendments thereto.

**"Board"** shall mean the Board of Directors of the Corporation.

**"Corporation"** shall mean York Region Standard Condominium Corporation No. 1112, The Vista.

**"Guest(s)"** shall include any Owner's or Resident's guest(s), visitor(s), or invitee(s).

**"Management"** shall mean the property manager, including his staff, hired and supervised by the Board pursuant to a property management agreement.

**"Owner(s)"** shall mean the owner(s) of a unit.

**"Resident(s)"** shall mean any person occupying a unit, including without limitation, the unit owner, members of his/her family, tenants, servants and agents.

## **Rules for Vista**

### **General**

- a) No Owner or Resident or his Guest(s) shall injure, harass, threaten, annoy or initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct toward any other Owner, Resident, his Guest(s), Management, or any of the Corporation's Representatives.
- b) Any losses, costs or damages, including reasonable legal fees incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner or Resident or his Guest(s), shall be borne and/or paid for by the Owner of the Resident's unit (regardless of whether the Owner is a Resident within the meaning of these Rules) and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- c) All Owners, Residents and their Guests shall hold harmless the Corporation, Management, and their officers and employees from any and all liability and from all claims and demands arising out of misuse of the facilities, damage or injuries to person(s), and all suits which may be brought out against the Corporation, Management, and their officers and employees in respect of any such claim or demand and pay all judgments that may be rendered against the Corporation, Management, and their officers and employees on account thereof.
- d) In addition to familiarizing themselves with these Rules, all Owners and Residents shall also be familiar with the Shared Facilities Rules governing the use of the common elements that are shared by Residents of both The Vista and The Beverley.

### **Proper Use of Common Elements**

- a) The exterior surfaces of all units are part of the common elements. No painting or other permanent changes shall be made to the exteriors of the units, including but not limited to railings, doors, windows, or any other part of the common elements, without written consent of the Board. Residents may place temporary decorations for religious holidays and other occasions on the exteriors of the front doors of their units for reasonable periods of time around those occasions. A Resident may affix Christmas lights and decorations to the interior

surfaces of his unit windows provided such decorations are affixed no earlier than December 15<sup>th</sup> and removed by January 15<sup>th</sup> and provided that the quantity and type of same are approved by the Board.

- b) No sale or auction of goods or personal property is allowed in the common elements or on the property.
- c) Each Owner shall comply with the Act, the Declaration, the By-laws and the Rules, and shall ensure that all members of his family, Residents, Guests, visitors, tenants, invitees and licensees comply with same.
- d) No person shall use the common elements, without the written consent of the Board, for any commercial purpose including but not limited to charging for admission, sale of goods and or services, personal services, canvassing, solicitation, or business meetings. No person shall distribute advertising or publicity material or shall canvass or solicit in the building on a door-to-door basis except as provided by law in connection with political campaigns.
- e) No person shall create on any part of the common elements any noise or other nuisance which, in the sole opinion of the Management or the Board does or may unreasonably interfere with the comfort of Residents or their use or enjoyment of any part of the Corporation property.
- f) No person shall loiter, play, entertain or conduct business in the lobby.
- g) No person shall gamble on any of the common elements.
- h) No changes shall be made to any of the landscaping associated with the ground floor patios without the written consent of the Board.
- i) Roller-skating, skate-boarding, bicycling, ball throwing, street games (i.e. ball hockey, soccer) and other similar activities are strictly prohibited upon the common elements and within any parking unit(s).
- j) No person shall take or remove, temporarily or otherwise, any property of the Corporation including, without limitation, equipment, furniture or supplies, except upon the order of Management or the Board.

### **Consumption of Food and Beverages**

- a) No person shall consume any alcoholic or non-alcoholic beverages or any food on any common element, other than in the party room and on exclusive use common areas, except as permitted in the Rules governing specific aspects of the common elements.

### **Smoking**

- a) Smoking is prohibited at all times in all elevators and on all common elements, including any area within 15 feet of any entrance or exit, unless otherwise specified.
- b) The Smoke Free Ontario Act prohibits smoking anywhere in the common areas. Under this Act any individual convicted of an offence could be subject to a maximum fine of \$4,000 for a first offence and \$100,000 for a fourth offence or more.

### **Notices**

- a) The notice boards installed in the Mail Room shall be used by Management to advise Owners and Residents of important events. No advertisements, signs or notices shall be displayed in or on any part of the common elements except notices displayed or authorized by Management. Unauthorized notices will be removed by Management.

- b) No Owner or Resident shall place any notices or signs on the windows of his unit or on any part of the common elements where such signs would be visible from anywhere outside the units.
- c) Elevator notice boards are for the exclusive use of Management to share important Corporation information. No person shall place anything on any elevator notice board without the written consent of the Board.

### **Humidifiers**

- a) Owners and Residents shall not operate humidifiers in their units. Humidifiers cause excessive moisture that can cause damage to walls and can cause mould.

### **Alterations to Unit**

- a) No Owner or Resident shall make any alterations, additions or improvements (collectively referred to hereinafter as "alterations") to his unit, excluding painting and decorating, without prior written permission from the Board. As well, no Resident who does not own his unit shall make any alterations to his unit without prior permission from the unit Owner.
- b) The Board shall consider all details of the proposed alterations and whether such alterations would have an adverse effect on the common elements or on other units in determining whether such alterations are to be permitted.
- c) No portion of a unit shall be partitioned or divided for use as a single family residence.
- d) All work within a unit, excepting emergency repairs, shall be conducted Monday to Friday only (excluding statutory and religious holidays), between 9:00 am and 5:00 pm.
- e) Any Owner or Resident making alterations to a unit shall arrange for the contractor to remove all waste and discarded material produced by such alterations from the building and the property. Such waste shall not be discarded by way of the garbage chute.
- f) No Owner or Resident shall overload existing electrical circuits in his unit or alter in any way the amperage of the existing circuit breakers in his unit.

### **Balconies/Open Terraces**

- a) Some parts of the common elements are designated in the Declaration as being for the exclusive use of the Residents of specified units, including but not limited to balconies, patios and terraces. Exclusive use common elements shall not be partitioned, subdivided or altered in any way without the written consent of the Board.
- b) Only seasonal furniture shall be permitted on the balconies, patios or terraces.
- c) No plants other than securely placed non-hanging plants shall be placed on balconies, patios or terraces.
- d) No type of floor covering shall be affixed to balconies, patios or terraces as the installation of such flooring can cause structural damage. Should any Owner or Resident of a unit install any type of floor covering on that unit's exclusive use common elements, the Owner of that unit will bear responsibility for the cost of any future repairs or maintenance of the structural slab underlying the balcony, patio or terrace. In the alternative, the Board may order the floor covering to be removed and, if the Owner does not comply with such order, may remove the floor covering itself. In the event that the Board orders the floor covering removed or removes the floor covering, the Owner of the unit will bear responsibility for the cost of the removal as well as the cost of any repairs to the structural slab underlying the balcony, patio or terrace.

- e) No barbecues or similar apparatuses shall be used or placed by any person on balconies, patios or terraces.
- f) No hanging or drying of clothes shall be permitted on any balcony, patio or terrace.
- g) No balcony, patio or terrace shall be used for any activity that, in the sole opinion of Management or the Board does or may interfere with the use or enjoyment of any other unit or of the common elements by Residents.
- h) No part of any balcony, patio or terrace shall be painted except by the Corporation. No apparatus of any kind, including but not limited to supports for flower boxes, shall be installed on the railing of any balcony, patio or terrace.

### **Bicycles**

- a) No person shall bring a bicycle into the elevators or units or onto the common elements. All bicycles shall be taken to and stored in the bicycle storage areas located in the garage or other designated areas.
- b) Bicycles shall not be stored on balconies, patios or terraces.

### **Television Antennas and Satellite Dishes**

- a) No television antenna, radio antenna, satellite dish, aerial or similar structure or any appurtenances thereto shall rest upon, be erected on or fastened to any common element, including the exterior wall of any unit, or any part of any balcony, patio or terrace.

### **Door Locks**

- a) No Owner or Resident shall install any additional door locks without written consent of the Board. However, a safety chain or other device that can only be locked from inside the unit is acceptable if the Owner wishes to install one.
- b) The Act gives the Corporation the right of entry to any unit to perform its duties. Therefore, if a lock is added or changed and Management cannot gain access to the unit in an emergency, the Owner of that unit shall be held fully liable for any damage that might result and the cost of repairing such damage.
- c) Building access doors shall not be left unlocked or wedged open for any reason.

### **Window Coverings**

- a) All windows shall have drapes, blinds or shutters, and the exterior facing surface of such window coverings shall be white or off-white in colour to ensure that the exterior of the building is uniformly attractive. Any Owner or Resident who wishes to have window coverings in other colours for the interior decor of the unit shall use white or off-white liners on such coverings to preserve the exterior appearance of the building. No Owner or Resident shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window other than drapes, blinds or shutters specifically designed for the window, including but not limited to flags, banners, sheets, slogans, foil, wood, plastic, or metal.
- b) No Owner or Resident shall install reflective material on any window. Installation of reflective material may cause a heat build-up which might damage or shatter the window.
- c) No Owner or Resident shall install solar film on any window without prior written approval of the Board. Once such film has been installed, the Corporation will not be held liable for any cracked window if that window is covered in the solar film. The Corporation will replace the cracked window at the Owner's or Resident's expense. The Corporation will not be

responsible for the re-installation of the solar film on any window that may need to be replaced for any reason.

### **Housekeeping**

- a) No Owner or Resident shall shake mops, brooms or dusters out of windows or doors or off of balconies, patios or terraces.
- b) No Owner or Resident shall throw anything out of a window or door or place anything on the common elements, including an outside window sill, such that it might fall or be projected from the common elements.
- c) Owners and Residents shall keep exclusive use common elements, including balconies, patios and terraces, free from clutter and litter.
- d) Shopping carts are not permitted in the building or on the common elements.
- e) Any Owner or Resident who discovers insects in a unit or in any of the common areas shall promptly inform the Concierge so that pest control can be called to clear the problem. Responsibility for the charges associated with this service shall be determined by the Board, at its sole discretion, based on the circumstances.
- f) No Owner or Resident shall keep any flammable materials or any toxic or offensive goods or substances in his unit. These toxins can create fire and poisoning hazards.
- g) No Owner or Resident shall overload existing electrical circuits or plumbing facilities in his unit.
- h) No auction or garage sale shall be held in any unit.
- i) No portable or window air-conditioning unit, or any appurtenances thereto, shall be installed within any unit or on any common element.
- j) No person shall bring or keep a natural Christmas tree or any part thereof into the building.

### **Security**

- a) All Owners and Residents shall notify Management immediately if they witness any suspicious individuals or activities anywhere on the property at any time.
- b) No Owner or Resident shall allow any person to enter the building whom that Owner or Resident does not know or is not expecting.
- c) No Owner, Resident or Guest shall unlock or prop open any exterior door.
- d) Additional access transmitters ("key fobs") for building doors, beyond those supplied to each unit, may be obtained from Management for a non-refundable fee. The maximum permitted key fobs for a three-bedroom unit is five, for a two-bedroom unit is four, and for a one bedroom unit is three. No key fobs shall be issued if such issue would exceed this maximum. Additionally, the Board shall have, at its sole discretion, the authority to restrict the number of building access keys and/or fobs.
- e) All Owners and Residents shall immediately notify Management if a garage remote or key fob is lost or stolen so that the access transmitter may be deactivated. Replacements may be obtained from Management for a non-refundable fee.
- f) Non-Resident Owners shall not acquire more than one key fob. Any key fob issued to a non-Resident Owner shall be programmed to allow access only to the front and rear entrances to the building.

### **Safety**

- a) Residents shall update their Resident Information Forms annually and upon any change in their living arrangements. This includes information such as the name of new children or

babies living with them, new license plate numbers and new business telephone numbers.

This information will be kept confidential and used only if requested by emergency personnel.

- b) Residents are encouraged to advise the Concierge staff of any extended absence from the unit (such as for a vacation) so that staff will know, in the event of an emergency, that the Resident's unit is unoccupied.
- c) All corridors shall be kept free of obstructions including but not limited to shoes, boots, baby carriages and/or boxes. They are a danger in cases of an emergency and will be removed by Management after one written notice to the Owner or Resident.
- d) No Owner or Resident shall tamper with, paint over, tape over, remove the batteries or in any way hinder the use of the fire system devices (speakers, heat detectors, smoke alarms, etc.) that are in his unit. Should any of these devices bear evidence of tampering, the Owner of the unit will be responsible for the cost of replacing such device(s).

### **Unclaimed Property**

- a) Any property found on the common elements that can be identified as belonging to a Resident or former Resident and either appears to be abandoned or is not claimed within a reasonable period of time after such person is requested to take possession of same shall be disposed of by Management in such manner as it deems appropriate in its sole discretion.
- b) Any property found on the common elements that cannot be identified as belonging to a particular person shall be held by Management for a period of 30 days, during which Management shall, by posted notice, notify Residents that such property is available to be collected by its rightful owner upon reasonable identification of the property. If the property remains unclaimed after 30 days have passed, it shall be disposed of by Management in such manner as it deems appropriate in its sole discretion.
- c) The Corporation, its employees and agents shall not be held liable for loss, damage or destruction of any such property while same is in the possession of Management.

### **Clothing**

- a) All Owners, Residents and Guests shall wear proper attire when in all public areas, including the lobby, hallways, entrances and elevators. Shoes and shirts must be worn at all times.

### **Noise**

- a) Owners and Residents shall not hit the walls on their way to or from the elevators. Some units share a common wall with the hallway and Residents of these units will be disturbed by these noises.
- b) Owners and Residents or any person hired by same shall not use power tools or hammers outside the hours of 9:00 am to 5:00 pm, from Monday to Friday only, excluding statutory and religious holidays.
- c) No Owner, Resident or Guest shall create an unreasonable amount of noise which would disturb the comfort and quiet enjoyment of the property by other Residents and their Guests. High volume on stereos, radios and televisions are obvious examples of things to be avoided, but other noises such as dog barking, sliding pieces of furniture or wearing heavy soled shoes on wooden floors can also be a nuisance and annoyance to others. Residents shall place and use area rugs on all hard surface flooring in their units with the exception of kitchens, bathrooms and utility rooms.

two weeks prior to the tenant move in date. Both of these documents shall be supplied by Management upon request of an Owner.

- e) The Owner shall provide his tenant with a copy of the Corporation's Declaration, By-laws and Rules.
- f) Tenants assume the rights of Residents with regard to the common elements. As such, any Owner who has leased his unit to a tenant does not maintain a right to use the common elements.

## **Pets**

- a) No animal, livestock or fowl, other than a "pet", shall be kept on the property.
- b) For the purpose of these Rules, a "pet" shall be defined as a dog, domestic cat, caged bird, fish, hamster or guinea pig.
- c) Excepting fish, no Owner or Resident shall keep more than one pet. No pet may exceed twenty-five pounds (25lbs) in weight at the age of maturity. The Board or Management may at their sole discretion request proof of the weight of the pet, which shall be provided without delay in the form of a veterinarian's certificate or equivalent document, failing which the pet shall be deemed to exceed twenty-five pounds in weight. Any pet which exceeds this size limit shall be ordered removed by the Board.
- d) Each unit Owner or Resident shall submit a Pet Registration Form which includes all pertinent information as listed on the form, a copy of current vaccinations and a recent photograph of the pet. These forms can be found at the Concierge Desk.
- e) Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises. Paws must be wiped on entering the building.
- f) If a pet causes any damage to the common elements or any additional cleaning or maintenance is necessary, the Owner of the unit in which the pet is resident will be responsible for the costs.
- g) No pets shall be allowed under any circumstances in the public or common areas of the building, except to enter or exit the building. Pets are not allowed in the recreational areas.
- h) When transporting the pet from the unit, the Owner or Resident shall either carry the pet or hold it on a short leash.
- i) An Owner's or Resident's pet shall at all times wear a collar with proper identification containing the name and address of its owner.
- j) Pets are not allowed on the balcony unattended. An Owner or Resident or his Guests shall not permit any pet to cause a disturbance from any of the common elements, including any balcony, patio, or terrace.
- k) When a pet pollutes the grounds and/or common areas, its Owner or Resident shall clean up after it immediately. Failure to comply with this rule will result in a charge for the removal of the excrement from the property, chargeable against the Owner in whose unit the pet is resident and such charge shall be collectible in the same manner as common expenses in arrears.
- l) No breeding of pets for sale shall be carried on, in or around any unit.
- m) Disturbing noises or other objectionable behaviour by pets may result in those pets being deemed a nuisance by the Board.
- n) No pets that are likely to be dangerous by virtue of their species or breed, at the sole and reasonable discretion of the Board, shall be kept on the property. No animal shall be kept illegally or contrary to any federal, provincial or municipal law, regulation, by-law or ordinance.

- d) No noise caused by any instrument or other device or equipment, which in the opinion of the Board disturbs the comfort of other Residents, shall be permitted.
- e) The door to each unit has a door closer that prevents the door from slamming. Residents shall notify the Concierge if the door closer is broken or needs adjustment.
- f) No Owner or Resident shall permit his children or the children of any Guest of his unit to play in any hallway.
- g) As noted above, all construction work within a unit, excepting emergency repairs, must be conducted from Monday to Friday only (excluding statutory and religious holidays), between 9:00 am and 5:00 pm.

## **Elevator**

- a) Any Owner or Resident moving any items with the elevator shall reserve the elevator. Owners and Residents can pick up the appropriate application and rules at the Concierge Desk. Elevators may be booked from 9:00 am to 6:00 pm, Monday to Saturday, for up to three hours. No move shall be made outside these hours, on a Sunday, or on any statutory holiday.
- b) A refundable security/damage deposit in such amounts as determined by the Board from time to time in the form of money order or certified cheque payable to the Corporation shall be deposited with Management when making the reservation and signing the elevator reservation application.
- c) The Owner or Resident reserving the elevator shall notify Management and request an inspection of the elevator immediately prior to using the elevator. Upon completion of such use, the Owner or Resident shall forthwith request a re-inspection of the elevator and affected common elements. The Owner or Resident reserving the elevator shall be liable for the full cost of all repairs to any damage to the elevator or common elements caused by such use.
- d) Management shall have the right to withhold all or part of the security deposit as it deems necessary to pay for the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or Resident reserving the elevator. If the cost of repairs exceeds the amount of the security deposit, and the Owner or Resident reserving the elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the elevator as a common expense and shall be collected as such.

## **Leased Units**

- a) No unit shall be used for any commercial or transient use, which shall include, but not be limited to
  - (i) The carrying on of a business;
  - (ii) Use as a hotel, boarding or lodging house; or
  - (iii) Use under any arrangement commonly known as time sharing.
- b) For the purposes of this Rule, any transient use of a unit includes, but without limiting its general meaning, more than one short-term use or occupancy of a particular unit for a period of less than twelve months in any particular period of twelve consecutive months.
- c) The initial term of any lease, sublease, or licence of a unit shall be for a period of not less than twelve months, except where the Owner intends to complete a sale of the unit upon the expiry of the lease, in which case the lease may be for a term of less than twelve months.
- d) Any Owner who intends to lease his unit shall provide the Corporation with a copy of the Resident's Information Form and an executed copy of the Tenant's Undertaking Form at least

- o) Any pet which is deemed a nuisance by the Board or which is deemed by the Board to be in violation of any other rule shall be ordered removed by the Board. Any Owner or Resident who keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or Management requiring the removal of such pet, permanently remove such pet from the property.

### **Sale of Units**

- a) An Owner who wishes to offer his or her unit for sale through a realtor shall inform and explain to the realtor the applicable condominium Rules which shall be followed.
- b) Realtors shall be admitted to the building by the Owner personally, or the Owner shall have provided the realtor with a key to the unit and specifically authorized the realtor in writing to enter the building and unit. No staff member shall open any unit for a realtor.
- c) Open houses are not allowed and no sign advertising an Open House shall be placed on the property.
- d) Lock boxes shall not be placed on the unit door, on any stairway railing or on any of the common elements.
- e) The Owner may not leave the unit door key at the front desk. Any prospective buyer of a unit shall be accompanied, at all times while in the building, by either a realtor or the Owner.
- f) Common element areas shall not be shown to prospective buyers by Management or the Concierge staff. Realtors and prospective buyers shall not enter the Recreation Center in order to protect the privacy of other Residents.

### **Garbage Disposal and Recycling**

- a) There is a garbage disposal room on each floor. All Residents are encouraged to use the garbage chute for any kind of kitchen waste. Recyclable goods shall be disposed of according to the instructions in place.
- b) Garbage shall be put in plastic bags and securely tied. Supermarket plastic bags are most suitable for this purpose because they are not large and will not get wedged in the chute. Residents are encouraged to double bag their garbage to avoid spills onto the hallway carpet and for cleanliness in the chutes. All Residents using the garbage chute shall ensure that any garbage goes all the way into the chute, past the flap, and falls through.
- c) The garbage chutes shall not be used from 11:00 pm to 7:00 am.
- d) Garbage shall not be left on the floor of the refuse room or in the vicinity of the refuse room.
- e) Pet litter shall not be disposed of in the garbage chute. It must be brought down to the recycling room.
- f) Corrugated cartons and large boxes shall be broken down and placed in the recycling room on the ground level.

### **Storage Lockers**

- a) No storage locker shall be used for the storage of dangerous, noxious, inflammable or explosive materials, or for any other purpose that might constitute a nuisance or danger to Owners, Residents, Guests, or any part of the property.
- b) No person shall store anything above, on, or outside a locker. Effects stored in any locker shall not be placed close to any sprinkler head or hung from any pipe or beam.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**  
(the "**Corporation**")

**CANNABIS RULE**

*Preamble*

**WHEREAS** the Corporation's board of directors may, in accordance with Section 58 of the *Condominium Act, 1998* (the "**Act**"), enact rules respecting the use of the units within the Corporation to:

- (a) promote the safety, security or welfare of the owners and of the property and assets of the Corporation; or,
- (b) prevent the unreasonable interference with the use and enjoyment of the common elements, the units, or the assets of the Corporation,

**AND WHEREAS** cannabis smoking and second-hand smoke from burning cannabis are dangerous and can also be a nuisance that unreasonably interferes with the use and enjoyment by others of the common elements;

**AND WHEREAS** the cultivating or growing of cannabis plants presents a risk of resulting humidity, condensation, and mould in the units that cultivate or grow the plants;

**AND WHEREAS** this rule shall be interpreted and applied in accordance with the applicable provisions of the *Ontario Human Rights Code* regarding accommodating persons with disability related needs;

**AND WHEREAS** it is intended that this preamble shall form an integral part of this rule;

**NOW THEREFORE** the Corporation's board of directors hereby enacts the following Cannabis Rule:

**Definitions**

For this rule:

- 1.01 **"Smoking Cannabis"** is defined as the holding or inhaling of lit or burning cannabis to inhale the smoke that is created.
- 1.02 **"Vaping"** is defined as creating or inhaling the vapour produced by an electronic cigarette or similar device.
- 1.03 **"Production of Cannabis"** is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained.
- 1.04 **"Units"** is defined in accordance with the Corporation's declaration.

**No Smoking or Vaping Cannabis on Common Elements and Shared Facilities**

2. Smoking or Vaping cannabis or any illegal substance is prohibited on all indoor and all outdoor common element areas, including all exclusive-use common elements such as balconies, terraces and patios as well as the Shared Facilities.

**No Producing Cannabis**

3. The Production of Cannabis is prohibited in all Units and on all indoor and all outdoor common element areas, including all exclusive-use common elements such as balconies, terraces and patios as well as the Shared Facilities.

The foregoing rule is hereby enacted by York Region Standard Condominium Corporation No. 1075, said rule having been passed by the board of directors pursuant to section 58 of the *Act*.

*Vista of Thornhill City Centre*

**YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112**

# ***RULES & REGULATIONS***

## ***SHARED FACILITIES***

**July 2009**

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## **RULES SHARED FACILITIES Vista and Beverley**

### **DEFINITIONS**

**"Act"** shall mean the Condominium Act, 1998, S.O. 1998, c. 19 and any regulations and amendments thereto.

**"Boards"** shall mean the Boards of Directors of the Corporations.

**"Corporations"** shall mean York Region Standard Condominium Corporation No. 1112, Vista, and York Region Standard Condominium Corporation No. 1075, Beverley.

**"Guest(s)"** shall include any Owner's or Resident's guest(s), visitor(s), or invitee(s).

**"Management"** shall mean the property manager, including his/her staff, hired and supervised by the Boards pursuant to a property management agreement.

**"Owner(s)"** shall mean the owner(s) of a unit.

**"Resident(s)"** shall mean any person occupying a unit, including without limitation the unit owner, members of his/her family, tenants, servants and agents.

**"Shared Facilities Committee"** shall mean the Shared Facilities Committee which is comprised of members drawn in equal numbers from each of the Boards and which is responsible for the management of the Shared Facilities described herein.

**"The BVC"** shall substitute for the name "Shared Facilities Committee".

### **GENERAL RULES**

- a) These Rules govern the use of the Shared Facilities of Vista, YRSCC No. 1112, located at 7 North Park Road, Thornhill, Ontario, and Beverley, YRSCC No. 1075, located at 15 North Park Road, Thornhill, Ontario.
- b) These Rules have been developed to promote the safety, security and welfare of all Owners, Residents and Guests; to provide an atmosphere of quiet enjoyment for all Residents and Guests; and to provide for the protection of all property.
- c) Every Owner shall comply with these Rules and shall require all members of his family, Residents, Guests, visitors, tenants, invitees and licensees to his unit to comply with these Rules.

- d) All Residents and their Guests of both Vista and Beverley shall have equal right to the use of and access to the Recreational Facilities regardless of their building of residence, subject to applicable restrictions herein.
- e) Owners who lease their units to tenants and do not themselves live in either Vista or Beverley shall not retain any rights to use any of the Recreational Facilities.
- f) The Recreational Facilities shall be used in strict accordance with any authorized sign(s) posted by Management setting out permitted uses. All Residents and Guests shall use the Recreational Facilities at their own risk. The Boards and Management hereby disclaim any responsibility and liability for any loss, damage or injury suffered by anyone using or traveling through the Shared Facilities, whether as a result of any negligence or otherwise, and each of the Corporations, their respective Boards and Management shall be fully indemnified and saved harmless with respect to (and be released from) any loss, costs, damage and/or liability whatsoever arising or incurred in connection with any injury or damage to persons or property occasioned by the use of the Shared Facilities by any Owner, Resident(s) and/or Guest(s).
- g) No person shall modify any aspect of the Shared Facilities discussed herein without authorization of the Shared Facilities Committee.
- h) No person shall use any of the Shared Facilities for any place of worship or any commercial purpose including, but not limited to, charging for admission, sale or auction of goods and/or services, personal services, canvassing, solicitation, and business meetings. No service provider shall place advertisements on any notice board provided for the display of residents' advertisements without the authorization of Management.
- i) No person shall use or consume any alcoholic or non-alcoholic beverages or any food in any of the Shared Facilities other than in the Party Room (with the exception of bottled water).
- j) No person shall gamble on any of the Shared Facilities.
- k) No person shall smoke in any of the Shared Facilities. Any person violating this rule is liable to be convicted under the Smoke Free Ontario Act and could be subject to a maximum fine of \$4,000 for a first offence and \$10,000 for a fourth offence or more.
- l) No person shall ride, wheel or carry a bicycle in or through any of the Shared Facilities except the Garage, and only then for the purpose of taking such bicycle to or from the designated bicycle storage area. No person shall bring a commercial shopping cart in or through any of the Shared Facilities. As well, no person shall ride or use a skateboard, roller skates or blades, a scooter or any other similar wheeled contrivance in or through any of the Shared Facilities.
- m) No pet deemed by the Shared Facilities Committee, at its sole and absolute discretion, to be a nuisance to users of any of the Shared Facilities shall be brought or allowed to be on any of the Shared Facilities by any person. For the purpose of these Rules, a "pet" shall be defined as a dog, domestic cat, caged bird, fish, hamster or guinea pig. No animal whatsoever, aside from those defined as pets, shall be brought or allowed to be in any of the Shared Facilities.

## THE CONCIERGE

- a) Residents and Guests shall not call the Concierge Desk unnecessarily. Residents and Guests shall refrain from asking Concierge staff to make outside calls on their behalf from the Concierge phone. Concierge Desk telephones shall be used by the Concierge and Management only.
- b) The Concierge has the authority to act on behalf of the Corporations to enforce the Rules and Regulations of the Corporations. The Concierge and other security personnel have the authority to restrict Owners, Residents or Guests from using any of the Shared Facilities.
- c) The Concierge Desk is staffed 24 hours per day, 7 days per week.
- d) The Concierge and Management are the only persons authorized to operate any controls at the Concierge Desk. No Owner, Resident or Guest shall operate such controls under any circumstances.
- e) The Concierge keeps a log of standing authorizations for deliveries and cleaning staff and/or trades. No unit shall be entered for the purpose of delivering goods or allowing entry of repair or service personnel without signed authorization by the Owner or Resident for such entry.
- f) The Concierge keeps a Visitor's Register for Guests who have gained advance written authorization from an Owner or Resident to enter the building in the absence of same. Such Guests shall show proper identification to the Concierge and shall sign the Visitor's Register upon entering and leaving the building.
- g) Small deliveries, if properly wrapped, will be accepted on a Resident's behalf by the Concierge. No Resident shall leave personal property with the Concierge. Neither the Concierge nor the Corporations are responsible for loss of or damage to any delivered goods or personal property that are left with the Concierge or on any common element.
- h) The Concierge shall not accept delivery of large objects and shall not leave the Concierge Desk to escort such deliveries to a Resident's unit under any circumstances. As such, Residents shall arrange for the delivery of any large objects to take place at such time that the Resident can accept delivery personally.
- i) The Concierge shall be immediately notified of any mechanical or other malfunctions on any common element or in any unit so that such malfunctions can be properly logged and repaired.
- j) During an Open House, the Realtor or his associate shall remain in the main lobby throughout, and the Realtor shall accompany all clients through all showings. All Realtors must be authorized by the Owner to enter the building and the Owner's unit. The Concierge shall not accept keys from any Realtor. No lock boxes are permitted on the premises and no Real Estate advertising signs are allowed on the property.

## RECREATION CENTRE

- a) The Recreation Centre includes an indoor Swimming Pool, an indoor Whirlpool, Men's and Ladies' Change Rooms and Saunas, a Billiard Room, an Exercise Room, and a Multi-Media Room. All rules herein regarding Shared Facilities apply to all parts of the Recreation Centre, except as otherwise noted.
- b) No pet shall be brought or allowed to be in the Recreation Centre.
- c) Up to two Guests per unit may use the recreational facilities at any one time. Guests shall either be accompanied by an adult Resident at all times, or registered personally with the Concierge.
- d) No food or drinks are permitted in the recreational facilities except water, which is permitted if kept in a covered plastic container.
- e) No children under the age of 14 shall use any of the Recreational Facilities unless accompanied/supervised by an adult Resident.

## Swimming Pool

- a) The Swimming Pool shall be used at the user's own risk. The Board, agents of the Corporations, and employees of the Corporations shall not be responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- b) The Swimming Pool is normally available daily from 6:00 am to 12:00 noon and from 1:00 pm to 12:00 midnight. These hours of availability may change as needed at the sole discretion of the Shared Facilities Committee.
- c) No person shall pollute the Swimming Pool by spitting, blowing his nose, relieving his bodily functions or in any other manner. Residents shall ensure that children have used washroom facilities prior to swimming. No child who is under the age of two or who is not toilet-trained, or any other person who may lose control of elimination functions, shall use the Swimming Pool unless leak-proof plastic or rubber pants are worn.
- d) Proper swimming attire shall be worn in the Swimming Pool. Persons with shoulder-length hair or longer shall wear a bathing cap or shall put their hair up or pull it back in a ponytail.
- e) No person shall engage in diving, horseplay, running, splashing, spitting, water-spouting or yelling in or around the Swimming Pool.
- f) No person shall use scuba diving gear or inflatable toys in the Swimming Pool. No person shall use buoys in the Swimming Pool except in case of an emergency. Approved therapeutic flotation equipment may be used at the discretion of and with the prior written approval of Management.

- g) Due to Ontario Department of Health regulations, all persons using the Swimming Pool shall take a thorough soap shower and rinse before entering the Swimming Pool or re-entering the Swimming Pool after sunbathing or using the Sauna. Staff has the authority to inquire and restrict or prohibit the use of the Swimming Pool if it is determined at their sole discretion that any person has not abided by this rule. All persons using the Swimming Pool are encouraged to take a soap shower in a Change Room immediately before entering the Swimming Pool area. However, if a Resident or Guest has mobility or other issues which prevent him/her from being able to use the Change Room showers, he/she may shower in his/her (or his/her host's) unit prior to entering the Swimming Pool area.
- h) No person with skin lesions or communicable diseases shall use the Swimming Pool.
- i) Suntan oils and sunscreen shall be washed off before entry or re-entry into the Swimming Pool. The introduction of suntan oils into the Swimming Pool filtration system may result in damage to that system.
- j) The Swimming Pool may not be reserved for private parties except for classes which are authorized by the Shared Facilities Committee and which may be offered to Residents.
- k) Proper attire, including appropriate footwear, shall be worn throughout all common areas, even if one is on his way to or from the Swimming Pool. No street shoes are allowed in the pool area.
- l) No more than 25 people shall be permitted in the Swimming Pool and deck area at any one time.
- m) No person shall bring breakable objects into the Swimming Pool area.
- n) No person shall cut or dye hair or shave in the Swimming Pool area.
- o) No person shall smoke on the pool patio.

#### Whirlpool

- a) Pregnant women, young children, elderly persons or persons suffering from heart disease, diabetes or high blood pressure should not enter the Whirlpool without prior medical consultation with their doctor.
- b) Due to Ontario Department of Health regulations, all persons using the Whirlpool shall take a thorough soap shower and rinse before entering the Whirlpool or re-entering the Swimming Pool after sunbathing or using the Sauna. The staff has the authority to inquire and restrict or prohibit the use of the Whirlpool if it is determined at their sole discretion that any person has not abided by this rule.
- c) No person shall use the Whirlpool while under the influence of alcohol, tranquilizers or other drugs that cause drowsiness or that raise or lower blood pressure.

- d) No person(s) who may lose control of elimination functions shall be allowed in the Whirlpool. No person(s) are allowed to add any substance (as soap, bubble bath, gels, etc) to the water in the whirlpool.
- e) Each person shall enter and exit slowly to and from the Whirlpool, and each person shall observe reasonable time limits of not more than 10-15 minutes and shall cool down before returning to the Whirlpool. Long exposure to the Whirlpool may result in nausea, dizziness or fainting.
- f) No person shall bring breakable objects into the Whirlpool area.
- g) No person shall cut or dye hair or shave in the Whirlpool area.

### Sauna

- a) The Sauna is used at the user's own risk. The Shared Facilities Committee, the agents of the Condominium Corporations and the employees of the Corporations are not responsible for accidents, lost or stolen personal property, or any other damages however caused.
- b) Due to Ontario Department of Health regulations, all persons using the Sauna shall take a thorough soap shower and rinse before entering the Sauna or re-entering the Sauna after sunbathing or using the Swimming Pool or Whirlpool. Staff has the authority to inquire and restrict or prohibit the use of the Sauna if it is determined at their sole discretion that any person has not abided by this rule.
- c) The Sauna is designed for dry heat and is powered by electricity, so for the safety and comfort of all persons using the Sauna no person shall add water to the Sauna stones.
- d) The Sauna door shall not be left open.
- e) Prolonged use of the Sauna may be injurious to the health of the user.
- f) Glass containers are not permitted in the Sauna.
- g) No person shall drink any beverage in the Sauna.
- h) No person shall cut or dye hair or shave in the Sauna.
- i) No person shall perform any religious or similar ritual in the Sauna.

### Change Rooms

- a) All lockers in the Men's and Ladies' Change Rooms are for day use only. Persons using lockers may supply their own locks, which must be removed when leaving the Change Room. Any lockers found locked after midnight shall be opened and the contents held for pick-up at the Concierge desk for 7 days.

- b) All persons leaving items in the Change Rooms, however valuable, do so at their own risk. The Shared Facilities Committee, Management, and employees of the Corporations are not responsible for lost or stolen personal property or any damages to personal property howsoever caused.
- c) No person shall cut or dye hair or shave in the Change Rooms.
- d) Children over 2 years of age shall not use the Change Room intended for the use of the opposite gender.

### Billiard Room

- a) The Billiard Room shall only be used by Residents and Guests, at a maximum of two Guests per unit. The Billiard Room is not available for private bookings.
- b) The Billiard Room is available for use from 6:00 am to 12:00 midnight daily with the exception of routine cleaning, which typically takes place from 12:00 noon to 1:00 pm. These hours of availability may change as needed at the sole discretion of staff. The Billiard Room is locked and the reservation of and access to the Billiard Room shall be through the Concierge.
- c) Reservations in 60 minute time slots must be made through the Concierge desk. Consecutive or double bookings shall not be allowed. No one shall use the Billiard Room for longer than 60 minutes unless the Billiard Room has not been reserved. At the end of the reserved time, players shall yield the Billiard Room to others who wish to play.
- d) Billiard accessories, including cues, cue rests, billiard balls, and other accessories, are available from the Concierge and shall be signed out. Upon completion of play, all accessories shall be returned to the Concierge.
- e) Proper etiquette shall be observed at all times. Vulgar language, shouting, and boisterous behaviour which infringes on the ability of others to enjoy the Billiard Room or other Shared Facilities shall not be permitted. At the sole discretion of staff, any person acting in an inappropriate manner may be asked to leave the Billiard Room at any time.
- f) Proper attire, including shirts and shoes, shall be worn at all times.
- g) Players shall take proper safety precautions and shall act to prevent damage to the Billiard Room and all equipment and accessories. No jump, massé or other trick shots that could potentially cause damage to billiard equipment or accessories shall be allowed. Damage to the Billiard Room, as well as any damaged or missing equipment or accessories, shall be charged to the unit of the Resident or Guest using the Billiard Room at the time. All players shall report any damage or missing equipment or accessories immediately. Any damage or missing equipment or accessories not

reported immediately shall be the responsibility of the Owner of the unit of residence of the last Resident or Guest who signed for use of the Billiard Room.

- h) No person shall climb or sit on the billiard table at any time, and all players shall keep at least one foot on the floor at all times. Players shall use a cue rest or other means if they are unable to make a shot while keeping at least one foot on the floor.
- i) Any person found violating any of these rules may be banned from future use of the Billiard Room at the sole discretion of the Shared Facilities Committee.

### Exercise Room

- a) The Exercise Room is only for the use of Residents and Guests, to a maximum of two Guests per unit. All equipment in the Exercise Room shall be used at the user's own risk. Consultation with a physician prior to the use of any exercise equipment is recommended. Due to safety concerns, children under the age of 14 shall not use any equipment in the Exercise Room.
- b) All equipment in the Exercise Room is available on a first-come, first-served basis. However, in the interest of minimizing wait times for popular equipment, no person shall use any single piece of equipment for more than 30 minutes at any one time.
- c) Radios, music players or other noise-producing devices shall not be used without earphones so as to not disturb other users of the Exercise Room.
- d) Prior to using any equipment in the Exercise Room, Residents shall ensure that they and their Guests understand the proper use of said equipment. All equipment shall be treated with reasonable care and attention, and users of any equipment shall be responsible for any damage resulting from their negligence or misuse of that equipment.
- e) Residents and Guests shall ask staff at the Concierge desk to change the channel on the television in the Exercise Room. Staff will be happy to help Exercise Room users with any channel changes that are requested.
- f) No person shall move Exercise Room equipment (with the exception of smaller equipment that is clearly designed to be moved, such as individual mats or exercise balls) from its original place in the Exercise Room.
- g) No person shall drop any free weights or barbells on the floor.
- h) No person shall add or remove any equipment to or from the Exercise Room. All users shall return free weights, barbells, and all other movable equipment to their intended place of storage when finished using them.
- i) Proper attire, including clean soft-soled shoes, shorts or sweat pants, and shirts shall be worn at all times in the Exercise Room. Cut-off shorts and bathing suits are not proper attire. No person using the Exercise Room shall do so while wearing street clothes.

- j) All persons using any machinery or equipment shall, with a dry towel, wipe the machinery or equipment dry of any perspiration when finished.

### Multi-Media Room

- a) The Multi-Media Room is available for use by Residents and their Guests.
- b) The Multi-Media Room is available by reservation only, on a first-come, first-served basis, between the hours of 6:00 am and 12:00 midnight. No person shall reserve the Multi-Media room for more than three consecutive hours at any one time, and consecutive or double bookings shall not be allowed. All reservations shall be made through the Concierge.
- c) No food or drinks are permitted in the Multi-Media room except water, which is permitted if kept in a covered plastic container.
- d) No person shall view or cause to be displayed any pornographic or X-rated materials within the Multi-Media Room.

### Party Room

- a) Residents who wish to reserve the Party Room for private functions may do so through the Concierge or Management. As certain dates or times of year may be in greater demand, Residents are encouraged to book as far ahead as possible, but the Party Room may not be booked more than six (6) months in advance. The Party Room may be reserved only by Residents.
- b) The Party Room Rental Application/Agreement outlines costs, deposits and rules and regulations governing the reservation and use of the Party Room. This form is available through the Concierge or Management. Residents reserving the Party Room shall submit the rental charge plus a damage deposit by certified cheque or money order made payable to **SFBVVI**, in such amount as determined by the Shared Facilities Committee from time to time. Depending on the number of guests invited, additional security may be required at the host Resident's cost.
- c) A list of Guests must be lodged with the Concierge no later than twenty-four hours before the scheduled start of the event. Failure to provide the Concierge with such list within the specified time may automatically cancel the event. No more than sixty (60) people may attend any such event.
- d) The Resident renting the Party Room shall be present in the Party Room throughout the event and is responsible for ensuring that his Guests observe the Rules of the Corporations, including these Rules. In the event of rowdy or objectionable behaviour by the Resident or any Guest, or of damage which, in the opinion of management, is unreasonable, the Shared Facilities Committee may withdraw the privilege of renting the Party Room to the Resident concerned and others residing in his unit.

- e) The rental is for the use of the Party Room and adjacent washrooms only. The Resident renting the Party Room shall ensure that his/her Guests do not use any other of the Shared Facilities or access any other part of either Vista or Beverley, except to enter or exit the Party Room.
- f) No decorations shall be affixed to any walls or other surfaces in the Party Room. All decorations used must sit on tables or be floating or otherwise able to stand alone. The Resident renting the Party Room shall ensure that any decorations are removed post-event and that any furniture that may be moved during the course of the event is returned to its original location. All garbage shall be properly bagged, secured and disposed of in the appropriate chutes or bins. All equipment shall be cleaned by the Resident after use, including coffee pots, the microwave, and the refrigerator.
- g) Following the event, a Management representative shall inspect the Party Room for any damage and/or missing items. Should damage and/or missing items be discovered during the course of this inspection, the costs of replacement and/or repair shall be deducted from the Resident's damage deposit. Should the damage deposit be insufficient to cover these costs, the balance shall be added to the common expenses payable by the Owner of the unit in which the Resident renting the Party Room resides. If the Management representative is satisfied that there is no damage and/or missing items, the damage deposit shall be refunded in full to the Resident.
- h) The Board, at its sole discretion, may withdraw from any person, in whole or in part, the right to use the Party Room if such person engages in conduct detrimental to the Residents or contravenes the Party Room Agreement to which such person is a party.
- i) The foregoing rules shall not apply to social events open to all residents of either or both buildings providing that such events have been approved by either the Board or BVC, whichever is applicable. Such events shall take precedence in booking over any private functions, subject to exceptions approved by Management.

#### Guest Suite

- a) The Guest Suite may be rented for a maximum of seven consecutive nights unless otherwise approved by Management.
- b) The Guest Suite Reservation Agreement and an outline of the costs and rules and regulations governing the reservation and rental of the Guest Suite is available at the Concierge desk. A damage deposit and the rental fee, in the form of a certified cheque or money order made payable to **SFBVVI** in such amount as determined by the Shared Facilities Committee from time to time, shall be required.
- c) The Guest Suite key shall be picked up from the Concierge by the Resident making the booking. Upon vacating, the Guest shall lock the Guest Suite door and leave the key with Management.

- d) The Guest Suite shall not be occupied prior to 3:00 pm on the day of the reservation and shall be vacated no later than 11:00 am on the last day of use.
- e) As with other Shared Facilities, no smoking is permitted in the Guest Suite. Should a guest smoke in the Guest Suite, the cost of cleaning the Guest Suite shall be deducted from the damage deposit. As well, the costs of replacement and/or repair of any damage and/or missing items shall be deducted from the damage deposit. Should the damage deposit be insufficient to cover these costs, the balance shall be added to the common expenses payable by the Owner of the unit in which the Resident renting the Guest Suite resides. If a Management representative, following an inspection of the Guest Suite, is satisfied that there is no damage and/or missing items, the damage deposit shall be refunded in full to the Resident.
- f) No food is permitted in the Guest Suite.

### Garage

All rules pertaining to the use of the Garage govern both the shared areas of the Garage and the portions of the Garage of which any person has the exclusive use, such as parking units.

- a) A Resident shall not park a vehicle in any parking unit other than the parking unit of which he has the exclusive use, or in a parking unit rented from another Resident. No person shall park any vehicle other than a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in the Garage.
- b) All vehicles parked in the Garage shall be in good working order and repair. No vehicle that leaks any fluid shall be parked in any part of the Garage or on any part of the Common Elements.
- c) Parking stalls shall not be used for storage of parts, equipment, or materials. Repairs and maintenance to any motor vehicle shall not be made in any part of the Garage or on any part of the Common Elements.
- d) For security reasons, no person shall rent his parking unit to any person who is not a Resident of either Vista or Beverley, and no person shall sell his parking unit to any person who is not an Owner of either Vista or Beverley. Any Resident who wishes to rent or sell his parking unit shall contact Management for assistance, and rental or sale of any parking unit shall be coordinated through Management.
- e) All Residents who are entitled to the use of a parking unit shall register their vehicle details (make and licence plate number) with Management. Upon registration, where available, Residents will be given a tag that shall be displayed inside the car at all times while parked in the Garage. All registered users of the Garage will also be given a remote door opener for the purpose of entering the Garage. Replacement of the remote door opener battery, if necessary, is the responsibility of the user.
- f) Any vehicle that is improperly parked in an unauthorized parking space or in a common driveway, fire route or loading area may be ticketed and/or towed at the discretion of

Management. Should Management be absent, the Concierge shall have the authority to enforce such ticketing and/or towing without prior consultation with Management. Such towing shall be at the expense and risk of the vehicle owner.

- g) The Garage is washed as required. Reasonable notice of the garage washing shall be given to all registered users of the Garage and all Garage users shall remove their cars from the Garage on the day of the cleaning. Any additional cleaning costs caused by leaking oil shall be charged to the unit of the registered user of the parking unit on which the leak occurred, and that person shall remove his vehicle from the Garage until the leak is repaired.
- h) The cost to repair any damage to any part of the Garage including, without limitation, garage doors, mirrors and signs, shall be borne by the unit of the Owner or Resident responsible for such damage. If the damage is caused by a Guest, the unit of the Resident whom such Guest is visiting shall bear the cost of the repair.
- i) No Owner, Resident or Guest shall place, leave, park or permit to be placed, left or parked in or on the common elements or a parking unit any motor vehicle which does not have a visible current licence plate, and/or which in the opinion of the Board or Management may pose a security or safety risk caused either by abandonment, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice by the Board, the owner of such vehicle shall be required to attend to or remove the vehicle as circumstances require as directed by the Board. Should the owner of such vehicle fail to do so, the vehicle will be removed at its owner's expense.
- j) Neither the Corporation nor Management, a parking control officer, police officer, tow truck operator, pound operator, agent or authorized person involved in ticketing, tagging, towing, storing and/or dealing with a vehicle or thing shall be liable for any loss or damage howsoever caused to the violating vehicle or object and any property contained therein or for any cost, expense or damages suffered by the owner of the vehicle or thing or by any other person arising as a result thereof, and each owner of a vehicle or object who is in breach of any of the Guest Parking Rules hereby releases and indemnifies such persons accordingly.
- k) All residents and guests driving shall obey the posted signs governing driving directions, speed and ingress and egress.
- l) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked in the underground garage.

## Guest Parking

- a) All Guests and Visitors shall park in the separate Guest Parking area. Residents shall not park in the designated Guest Parking spaces.
- b) Guest Parking is given on a first come first served basis. Guest Parking cannot be reserved in advance.
- c) Guests must register with the Concierge before parking in the Guest Parking spaces.
- d) Residents are allowed an unlimited number of daytime parking and ten night time parking permits per unit per month for use by the Resident's Guest(s). The Resident of the unit being visited must initial each overnight parking pass. No Guest may park for more than two consecutive days at any one time without prior approval of Management.
- e) Service vehicles are permitted to park in Guest Parking during the time that they are on site performing the work required.
- f) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked in the Guest Parking spaces or on any part of the common elements.
- g) Neither the Corporation nor Management, a parking control officer, police officer, tow truck operator, pound operator, agent or authorized person involved in ticketing, tagging, towing, storing and/or dealing with a vehicle or thing shall be liable for any loss or damage howsoever caused to the violating vehicle or thing and any property contained therein or for any cost, expense or damages suffered by the owner of the vehicle or thing or by any other person arising as a result thereof, and each owner of a vehicle or thing who is in breach of any of the Guest Parking Rules hereby releases and indemnifies such persons accordingly.

## Vehicle Washing and Servicing

- a) No person shall wash a vehicle anywhere on the property.
- b) No person shall repair or service a vehicle anywhere on the property. Should the vehicle of an Owner, Resident, Guest or any other person stall or fail to start, the operator of the vehicle shall ensure that the vehicle is parked so as not to obstruct other traffic and shall make arrangements to have the vehicle immediately removed for servicing elsewhere.



Atrens-Counsel  
Insurance Brokers

Part of Arthur J. Gallagher Canada Limited

## **CERTIFICATE OF INSURANCE**

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

**NAMED INSURED:** YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

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

**PROPERTY INSURED:** 7 North Park Road  
Thornhill, Ontario  
L4J 0A1

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

**COMMERCIAL PACKAGE POLICY NO. 7106540**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$79,412,768.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 25,000.00 SEWER BACKUP  
\$ 25,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Wawanesa Insurance 26%  
Aviva Insurance Company of Canada 40%  
Travelers Canada 19%  
Chubb Insurance Company of Canada 15%

**COMPREHENSIVE GENERAL LIABILITY:**

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability:	\$10,000,000.00

**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:	\$79,412,768.00
Company:	Aviva Insurance Company of Canada
Policy Number:	81638409-0581

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: November 3, 2020

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**Atrens-Counsel  
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

## **CERTIFICATE OF INSURANCE**

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

**NAMED INSURED:** SHARED FACILITIES FOR YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1075 AND  
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

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

**PROPERTY INSURED:** 7 & 15 North Park Road  
Thornhill, Ontario  
L4J 0A1

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

**COMMERCIAL PACKAGE POLICY NO. 7106541**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$30,505,614.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 25,000.00 SEWER BACKUP  
\$ 25,000.00 WATER  
\$ 25,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Wawanesa Insurance 50%  
Novex Insurance Company 50%

**COMPREHENSIVE GENERAL LIABILITY:**

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

**DIRECTORS AND OFFICERS LIABILITY:**

Limit of Liability: N/A

**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident: \$30,505,614.00  
Company: Wawanesa Insurance  
Policy Number: 7106541

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: November 3, 2020

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**YRSCC 1112 - Vista at Thornhill City Centre (ys1112)**  
**2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET**

		<u>2020 Budget</u>	<u>2020 Projected</u>	<u>2021 Budget</u>	<u>% Budget Change</u>
<b>REVENUE</b>					
<b><u>OPERATING INCOME</u></b>					
3001&3005	Common Expense Contribution	1,563,225	1,563,218	1,655,044	5.87
3090-0000	Prior Years Surplus/(Deficit) Applied	0	0	20,000	
3099-0000	Allocation to Reserve Fund	-287,669	-287,669	-321,610	
<b>TOTAL OPERATING INCOME</b>		<u>1,275,556</u>	<u>1,275,549</u>	<u>1,353,434</u>	
3360-0000	Interest Income	1,200	1,072	600	
3438-0000	NSF Fee	150	200	50	
3499-0000	Miscellaneous Income	100	1	0	
3510-0000	Cable/Internet/Satellite TV - Income	127,393	127,402	131,215	
3520-0000	Cable/Internet/Satellite TV - Expense	-127,393	-127,393	-131,215	
<b>TOTAL REVENUE</b>		<u>1,277,006</u>	<u>1,276,830</u>	<u>1,354,084</u>	
<b>EXPENDITURES</b>					
<b><u>UTILITIES</u></b>					
4010-0000	Gas	113,105	106,213	107,420	
4020-0000	Hydro	77,670	79,804	114,468	
4030-0000	Water	176,601	171,656	172,000	
<b>TOTAL UTILITIES</b>		<u>367,376</u>	<u>357,673</u>	<u>393,888</u>	
<b><u>CONTRACTS - ON SITE PERSONNEL</u></b>					
4405-0000	Cleaning	59,460	58,295	60,954	
<b>TOTAL CONTRACTS - ON SITE PERSONNEL</b>		<u>59,460</u>	<u>58,295</u>	<u>60,954</u>	
<b><u>CONTRACTS</u></b>					
5045-0000	Elevators	23,640	23,357	24,480	
5050-0000	Fire Alarm Monitoring	288	288	300	
5055-0000	Fire Protection	5,859	5,859	5,859	
5075-0000	H.V.A.C. - All Inclusive	35,030	35,030	35,991	
5080-0000	H.V.A.C. - Fan Coils/Heat Pumps	18,297	17,497	17,497	
5105-0000	Management Fees	100,207	102,029	106,930	
5120-0000	Pest Control	1,500	1,981	1,500	
5155-0000	Window Washing	6,200	367	6,400	
<b>TOTAL CONTRACTS</b>		<u>191,022</u>	<u>186,408</u>	<u>198,957</u>	
<b><u>BUILDING SAFETY FEATURE EXPENSES</u></b>					
5325-0000	Fire Equipment R & M	3,000	8,643	12,000	
<b>TOTAL BUILDING SAFETY FEATURE EXPENSES</b>		<u>3,000</u>	<u>8,643</u>	<u>12,000</u>	
<b><u>C/A - HOUSEKEEPING &amp; MAINTENANCE</u></b>					
5401-0000	General CA - H & M - Expenses	36,000	11,441	12,000	
5405-0000	Carpets	13,680	13,246	13,680	
5455-0000	Waste Disposal	3,600	2,550	3,000	
<b>TOTAL C/A - HOUSEKEEPING &amp; MAINTENANCE</b>		<u>53,280</u>	<u>27,236</u>	<u>28,680</u>	
<b><u>ELECTRICAL EXPENSES</u></b>					
5501-0000	General Electrical Expenses	1,200	2,100	7,200	
5505-0000	Electrical - Bulbs & Parts	2,400	2,332	2,400	
5555-0000	Elevators - Licenses	400	372	400	
5560-0000	Elevators - Repairs & Maintenance	1,200	4,911	1,800	
<b>TOTAL ELECTRICAL EXPENSES</b>		<u>5,200</u>	<u>9,715</u>	<u>11,800</u>	

**YRSCC 1112 - Vista at Thornhill City Centre (ys1112)**  
**2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET**

	<u>2020 Budget</u>	<u>2020 Projected</u>	<u>2021 Budget</u>	<u>% Budget Change</u>
<b><u>MECHANICAL EXPENSES</u></b>				
5901-0000 General Mechanical Expenses	3,600	2,900	3,600	
5999-0000 Plumbing - Miscellaneous	30,000	34,503	30,000	
<b>TOTAL MECHANICAL EXPENSES</b>	<b>33,600</b>	<b>37,403</b>	<b>33,600</b>	
<b><u>SHARED COST EXPENSES</u></b>				
6115-0000 SC - Recreation Centre	521,608	521,608	530,709	
<b>TOTAL SHARED COST EXPENSES</b>	<b>521,608</b>	<b>521,608</b>	<b>530,709</b>	
<b><u>INSURANCE EXPENSES</u></b>				
6505-0000 Building Comprehensive	56,448	54,981	69,000	
<b>TOTAL INSURANCE EXPENSES</b>	<b>56,448</b>	<b>54,981</b>	<b>69,000</b>	
<b><u>GENERAL &amp; ADMINISTRATIVE EXPENSES</u></b>				
7001-0000 CAO Fee	2,772	2,194	2,657	
7010-0000 Audit Fees	3,720	3,729	3,720	
7020-0000 Bank Charges	420	404	420	
7050-0000 Legal Fees	3,600	1,561	2,100	
7055-0000 Meeting Costs	2,400	3,060	2,500	
7060-0000 Office Expenses - General	2,400	2,568	2,400	
7065-0000 Telephone	600	555	600	
7099-0000 Miscellaneous-General & Administration	100	0	100	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE EXPENSES</b>	<b>16,012</b>	<b>14,071</b>	<b>14,497</b>	
<b>TOTAL EXPENDITURES</b>	<b>1,307,006</b>	<b>1,276,033</b>	<b>1,354,084</b>	
<b>SURPLUS / (DEFICIT) FROM OPERATIONS</b>	<b>-30,000</b>	<b>797</b>	<b>0</b>	

**Beverly and Vista Shared (sfbvvi)**  
**2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET**

		<b>2020 Budget</b>	<b>2020 Projected</b>	<b>2021 Budget</b>	<b>% Budget Change</b>
<b>REVENUE</b>					
<b><u>OPERATING INCOME</u></b>					
3201-0000	Contribution from Phase I	546,604	546,604	556,141	
3202-0000	Contribution from Phase II	521,608	521,608	530,709	
3094-0000	Allocation to Capital Fund	-16,810	-16,810	-16,810	
3099-0000	Allocation to Reserve Fund	-221,413	-221,413	-257,946	
<b>TOTAL OPERATING INCOME</b>		<b>829,989</b>	<b>829,988</b>	<b>812,094</b>	
3305-0000	Access Control - Keys etc.	1,500	1,432	1,500	
3355-0000	Guest Suites Income	4,800	1,900	0	
3360-0000	Interest Income	1,200	1,498	1,200	
3375-0000	Multi-Purpose Room Income	3,600	4,325	0	
<b>TOTAL REVENUE</b>		<b>841,089</b>	<b>839,143</b>	<b>814,794</b>	
<b>EXPENDITURES</b>					
<b><u>UTILITIES</u></b>					
4010-0000	Gas	5,647	4,105	5,488	
4020-0000	Hydro	126,688	115,325	123,238	
4030-0000	Water	17,626	16,365	16,996	
4040-0000	Telephone	10,800	10,543	10,800	
<b>TOTAL UTILITIES</b>		<b>160,761</b>	<b>146,338</b>	<b>156,523</b>	
<b><u>ON SITE WAGES &amp; BENEFITS - PAYROLL</u></b>					
4185-0000	Superintendent	51,000	50,685	52,020	
4187-0000	Superintendent - Assistant	47,940	48,324	48,899	
4205-0000	C.P.P.	5,015	5,134	5,281	
4210-0000	E.I.	2,292	2,253	2,281	
4220-0000	WSIB	2,276	2,018	2,321	
4225-0000	Group Insurance	7,117	6,772	6,666	
<b>TOTAL ON SITE WAGES &amp; BENEFITS - PAYROLL</b>		<b>115,639</b>	<b>115,185</b>	<b>117,468</b>	
<b><u>CONTRACTS - ON SITE PERSONNEL</u></b>					
4405-0000	Cleaning	71,784	70,606	71,820	
4428-0000	Security	238,227	238,227	238,227	
<b>TOTAL CONTRACTS - ON SITE PERSONNEL</b>		<b>310,011</b>	<b>308,834</b>	<b>310,047</b>	
<b><u>CONTRACTS</u></b>					
5050-0000	Fire Alarm Monitoring	900	903	927	
5060-0000	Garage Cleaning	9,025	10,718	10,800	
5075-0000	H.V.A.C. - All Inclusive	8,640	8,630	8,940	
5080-0000	H.V.A.C. - Fan Coils/Heat Pumps	0	0	0	
5095-0000	Landscaping & Snow Removal (combined)	37,152	36,752	40,426	
5105-0000	Management Fees	7,652	7,522	7,736	
5120-0000	Pest Control	326	302	324	
5140-0000	Recreation Area - All Inclusive	12,529	7,178	3,600	
5155-0000	Window Washing	300	0	300	
<b>TOTAL CONTRACTS</b>		<b>76,525</b>	<b>72,006</b>	<b>73,053</b>	
<b><u>AMENITIES &amp; RECREATION EXPENSES</u></b>					
5245-0000	Exercise/Fitness	6,000	1,422	0	
5299-0000	Miscellaneous-Amenities & Recreation	9,000	4,798	960	
<b>TOTAL AMENITIES &amp; RECREATION EXPENSES</b>		<b>15,000</b>	<b>6,219</b>	<b>960</b>	
<b><u>BUILDING SAFETY FEATURE EXPENSES</u></b>					
5301-0000	General Building Safety Feature Expenses	12,000	9,923	7,200	
5310-0000	Camera Equipment	4,800	3,525	4,800	
5320-0000	Emergency Generator R & M	4,800	4,577	4,800	

**Beverly and Vista Shared (sfbvvi)**  
**2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET**

		<b>2020 Budget</b>	<b>2020 Projected</b>	<b>2021 Budget</b>	<b>% Budget Change</b>
<b>TOTAL BUILDING SAFETY FEATURE EXPENSES</b>					
		21,600	18,025	16,800	
<b><u>C/A - HOUSEKEEPING &amp; MAINTENANCE</u></b>					
5401-0000	General CA - H & M - Expenses	4,200	2,840	4,200	
5405-0000	Carpets	3,000	2,245	3,000	
5410-0000	Cleaning Supplies	6,000	12,725	9,000	
5415-0000	Decorating	1,800	1,792	1,800	
5427-0000	Garage Doors	1,200	2,976	2,400	
5435-0000	Hardware & Doors	600	200	600	
5445-0000	Signage	600	200	200	
<b>TOTAL C/A - HOUSEKEEPING &amp; MAINTENANCE</b>		17,400	22,978	21,200	
<b><u>ELECTRICAL EXPENSES</u></b>					
5501-0000	General Electrical Expenses	6,000	5,998	6,000	
5505-0000	Electrical - Bulbs & Parts	900	700	900	
<b>TOTAL ELECTRICAL EXPENSES</b>		6,900	6,698	6,900	
<b><u>EXTERIOR R &amp; M EXPENSES</u></b>					
5601-0000	General Exterior R & M Expenses	600	0	600	
5655-0000	Irrigation	2,400	3,368	2,400	
5665-0000	Plants	33,776	29,452	30,671	
5670-0000	Roadways	7,200	7,200	7,800	
5685-0000	Snow Removal	6,000	1,510	750	
<b>TOTAL EXTERIOR R &amp; M EXPENSES</b>		49,976	41,530	42,221	
<b><u>MECHANICAL EXPENSES</u></b>					
5901-0000	General Mechanical Expenses	1,200	1,416	1,200	
5999-0000	Plumbing - Miscellaneous	6,000	1,453	1,200	
<b>TOTAL MECHANICAL EXPENSES</b>		7,200	2,869	2,400	
<b><u>OTHER OPERATING EXPENSES</u></b>					
6305-0000	CEC Expense	6,720	6,681	7,392	
<b>TOTAL OTHER OPERATING EXPENSES</b>		6,720	6,681	7,392	
<b><u>REALTY TAXES EXPENSE</u></b>					
6415-0000	Property Taxes - Condominium	50	50	50	
<b>TOTAL REALTY TAXES EXPENSE</b>		50	50	50	
<b><u>INSURANCE EXPENSES</u></b>					
6505-0000	Building Comprehensive	19,776	18,910	24,000	
6515-0000	Deductibles	2,500	0	2,500	
<b>TOTAL INSURANCE EXPENSES</b>		22,276	18,910	26,500	
<b><u>GENERAL &amp; ADMINISTRATIVE EXPENSES</u></b>					
7010-0000	Audit Fees	2,600	2,542	2,600	
7020-0000	Bank Charges	180	138	180	
7050-0000	Legal Fees	6,000	13,902	9,000	
7055-0000	Meeting Costs	1,750	803	1,000	
7060-0000	Office Expenses - General	12,000	11,768	12,000	
7070-0000	Uniforms	1,000	1,000	1,000	
7099-0000	Miscellaneous-General & Administration	7,500	11,366	7,500	
<b>TOTAL GENERAL &amp; ADMINISTRATIVE EXPENSES</b>		31,030	41,520	33,280	
<b>TOTAL EXPENDITURES</b>		841,089	807,844	814,794	
<b>SURPLUS / (DEFICIT) FROM OPERATIONS</b>		0	31,299	-1	

## NOTICE OF FUTURE FUNDING OF THE RESERVE FUND

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

*Condominium Act, 1998*

TO: All Owners of York Region Standard Condominium Corporation No. 1112  
7 North Park Road, Thornhill, Ontario

The board has received and reviewed a reserve fund study update (class 2) dated January 13, 2020 prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time, the average contribution per unit per month to the reserve fund for the fiscal year 2019/2020 is \$103.78. There is an increase of \$12.24 for the fiscal year 2020/2021 and an increase of \$13.69 for fiscal year 2021/2022 and an increase of \$15.31 for fiscal year 2022/2023.

The proposed funding plan will be implemented beginning NOV. 1, 2020.

Dated this 30<sup>th</sup> day of January, 2020.

York Region Standard Condominium Corporation No. 1112

Gerald L. Frank  
(signature)

GERALD FRANK - Vice-President YRSCC 1112  
(print name)

Bernard Lui  
(signature)

BERNARD LUI - Treasurer YRSCC 1112  
(print name)

*Affix corporate seal above*

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

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the reserve fund study update (class 2) dated January 13, 2020 prepared by EXP Services Inc. for York Region Standard Condominium Corporation No. 1112.

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for the 2019/2020 fiscal year is \$287,669.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$1,270,766
Minimum Reserve Fund Balance during the projected period	\$627,146
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.15%

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

Attn: York Region Standard Condominium Corporation No. 1112 c/o Crossbridge  
Condominium Services Ltd.  
7 North Park Road  
Thornhill, Ontario  
L4J 0A1

### CASH FLOW TABLE

Opening Balance of the Reserve Fund:	\$1,270,766
Minimum Reserve Fund Balance during the projected period	\$627,146
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.15%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2019/2020	\$1,270,766	\$287,669	-\$168,106	\$40,788	N/A	\$1,431,117
2020/2021	\$1,431,117	\$321,610	-\$215,152	\$45,284	11.8%	\$1,582,859
2021/2022	\$1,582,859	\$359,560	-\$43,107	\$54,794	11.8%	\$1,954,106
2022/2023	\$1,954,106	\$401,988	-\$586,392	\$54,306	11.8%	\$1,824,008
2023/2024	\$1,824,008	\$449,423	\$0	\$64,839	11.8%	\$2,338,270
2024/2025	\$2,338,270	\$502,455	\$0	\$82,046	11.8%	\$2,922,770
2025/2026	\$2,922,770	\$561,744	-\$5,090	\$101,468	11.8%	\$3,580,892
2026/2027	\$3,580,892	\$572,979	\$0	\$122,786	2%	\$4,276,658
2027/2028	\$4,276,658	\$584,439	-\$477,955	\$133,778	2%	\$4,516,919
2028/2029	\$4,516,919	\$596,127	-\$302,502	\$145,815	2%	\$4,956,360
2029/2030	\$4,956,360	\$608,050	-\$1,691,066	\$126,882	2%	\$4,000,226
2030/2031	\$4,000,226	\$620,211	-\$345,165	\$128,635	2%	\$4,403,906
2031/2032	\$4,403,906	\$632,615	-\$357,801	\$141,415	2%	\$4,820,136
2032/2033	\$4,820,136	\$645,267	-\$4,108,905	\$65,345	2%	\$1,421,844
2033/2034	\$1,421,844	\$658,173	-\$594,764	\$40,827	2%	\$1,526,079
2034/2035	\$1,526,079	\$671,336	-\$560,274	\$45,173	2%	\$1,682,314
2035/2036	\$1,682,314	\$684,763	-\$568,377	\$50,168	2%	\$1,848,868
2036/2037	\$1,848,868	\$698,458	-\$692,086	\$52,737	2%	\$1,907,977
2037/2038	\$1,907,977	\$712,427	-\$1,814,044	\$28,043	2%	\$834,404
2038/2039	\$834,404	\$726,676	\$0	\$37,250	2%	\$1,598,330
2039/2040	\$1,598,330	\$741,209	-\$1,379,677	\$28,937	2%	\$988,799
2040/2041	\$988,799	\$756,034	-\$66,225	\$41,031	2%	\$1,719,639
2041/2042	\$1,719,639	\$771,154	-\$64,055	\$64,660	2%	\$2,491,399
2042/2043	\$2,491,399	\$786,577	-\$2,428,724	\$33,093	2%	\$882,345
2043/2044	\$882,345	\$802,309	-\$7,270	\$39,710	2%	\$1,717,094
2044/2045	\$1,717,094	\$818,355	\$0	\$66,795	2%	\$2,602,245
2045/2046	\$2,602,245	\$834,722	-\$325,246	\$87,557	2%	\$3,199,278
2046/2047	\$3,199,278	\$851,417	-\$3,858	\$114,553	2%	\$4,161,391
2047/2048	\$4,161,391	\$868,445	-\$4,448,195	\$45,506	2%	\$627,146
2048/2049	\$627,146	\$885,814	-\$445,488	\$22,308	2%	\$1,089,780

**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 York Region Standard Condominium Corporation No. 1112 has reviewed the reserve fund study update (class 2) dated January 13, 2020, prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund study will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2019/2020 fiscal year is \$287,669.00.

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

Attn: York Region Standard Condominium Corporation No. 1112 c/o Crossbridge  
Condominium Services Ltd.  
7 North Park Road  
Thornhill, Ontario  
L4J 0A1

## CONTRIBUTION TABLE

Year	A		B	A + B
	Recommended Annual Contribution	Percentage Increase Over Previous Year	Other Contributions (e.g. special assessment, loan)	Total Contribution Each Year to Reserve Fund
2019/2020	\$287,669	N/A		\$287,669
2020/2021	\$321,610	11.8%		\$321,610
2021/2022	\$359,560	11.8%		\$359,560
2022/2023	\$401,988	11.8%		\$401,988
2023/2024	\$449,423	11.8%		\$449,423
2024/2025	\$502,455	11.8%		\$502,455
2025/2026	\$561,744	11.8%		\$561,744
2026/2027	\$572,979	2%		\$572,979
2027/2028	\$584,439	2%		\$584,439
2028/2029	\$596,127	2%		\$596,127
2029/2030	\$608,050	2%		\$608,050
2030/2031	\$620,211	2%		\$620,211
2031/2032	\$632,615	2%		\$632,615
2032/2033	\$645,267	2%		\$645,267
2033/2034	\$658,173	2%		\$658,173
2034/2035	\$671,336	2%		\$671,336
2035/2036	\$684,763	2%		\$684,763
2036/2037	\$698,458	2%		\$698,458
2037/2038	\$712,427	2%		\$712,427
2038/2039	\$726,676	2%		\$726,676
2039/2040	\$741,209	2%		\$741,209
2040/2041	\$756,034	2%		\$756,034
2041/2042	\$771,154	2%		\$771,154
2042/2043	\$786,577	2%		\$786,577
2043/2044	\$802,309	2%		\$802,309
2044/2045	\$818,355	2%		\$818,355
2045/2046	\$834,722	2%		\$834,722
2046/2047	\$851,417	2%		\$851,417
2047/2048	\$868,445	2%		\$868,445
2048/2049	\$885,814	2%		\$885,814

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

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

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

There are no differences from the Reserve Fund Study.

## NOTICE OF FUTURE FUNDING OF THE RESERVE FUND

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

*Condominium Act, 1998*

TO: All Owners of Shared Facilities of York Region Standard Condominium Corporation  
Nos. 1075 and 1112  
7 and 15 North Park Road, Thornhill, Ontario

The board has received and reviewed a reserve fund study update (class 2) dated March 2nd, 2020 prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.


This notice contains:

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

At the present time, the average contribution per unit per month to the reserve fund for the fiscal year 2019/2020 is \$33.73. There is an increase of \$5.57 for the fiscal year 2020/2021 and an increase of \$6.48 for fiscal year 2021/2022 and an increase of \$7.55 for fiscal year 2022/2023.

The proposed funding plan will be implemented beginning August 1, 2020  
Dated this 24<sup>th</sup> day of July, 2020.

Shared Facilities of York Region Standard Condominium Corporation Nos. 1075 and  
1112

  
(signature)

ADELE MAIZELS - TREASURER YRSCC1075  
(print name)

  
(signature)

BERNARD LUI - TREASURER YRSCC1112  
(print name)

*Affix corporate seal above*

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

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the reserve fund study update (class 2) dated March 2nd, 2020 prepared by EXP Services Inc. for Shared Facilities of York Region Standard Condominium Corporation Nos. 1075 and 1112.

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for the 2020/2021 fiscal year is \$257,946.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$955,674
Minimum Reserve Fund Balance during the projected period	\$318,727
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.15%

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

Attn: York Region Standard Condominium Corporation No. 1075  
15 North Park Road  
Thornhill, Ontario  
L4J 0C9

or

Attn: York Region Standard Condominium Corporation No. 1112  
7 North Park Road  
Thornhill, Ontario  
L4J 0A1

### CASH FLOW TABLE

Opening Balance of the Reserve Fund:	\$955,674
Minimum Reserve Fund Balance during the projected period	\$318,727
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.15%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2019/2020	\$955,674	\$221,413	-\$300,580	\$26,591	N/A	\$903,098
2020/2021	\$903,098	\$257,946	-\$696,170	\$15,998	16.5%	\$480,871
2021/2022	\$480,871	\$300,507	-\$300,967	\$12,559	16.5%	\$492,971
2022/2023	\$492,971	\$350,091	-\$2,398	\$20,796	16.5%	\$861,460
2023/2024	\$861,460	\$407,856	-\$42,810	\$32,449	16.5%	\$1,258,955
2024/2025	\$1,258,955	\$475,152	-\$99,809	\$44,772	16.5%	\$1,679,071
2025/2026	\$1,679,071	\$553,552	-\$282,509	\$54,979	16.5%	\$2,005,093
2026/2027	\$2,005,093	\$564,623	-\$437,431	\$61,860	2%	\$2,194,145
2027/2028	\$2,194,145	\$575,916	\$0	\$78,510	2%	\$2,848,571
2028/2029	\$2,848,571	\$587,434	-\$871,043	\$78,797	2%	\$2,643,759
2029/2030	\$2,643,759	\$599,183	-\$1,555,845	\$56,073	2%	\$1,743,170
2030/2031	\$1,743,170	\$611,166	-\$1,252,569	\$34,706	2%	\$1,136,473
2031/2032	\$1,136,473	\$623,390	-\$773,881	\$26,924	2%	\$1,012,906
2032/2033	\$1,012,906	\$635,858	-\$43,853	\$40,585	2%	\$1,645,495
2033/2034	\$1,645,495	\$648,575	-\$144,628	\$58,581	2%	\$2,208,023
2034/2035	\$2,208,023	\$661,546	-\$124,708	\$77,224	2%	\$2,822,085
2035/2036	\$2,822,085	\$674,777	-\$423,491	\$89,908	2%	\$3,163,279
2036/2037	\$3,163,279	\$688,273	-\$2,501,573	\$51,395	2%	\$1,401,373
2037/2038	\$1,401,373	\$702,038	-\$1,805,975	\$21,290	2%	\$318,727
2038/2039	\$318,727	\$716,079	-\$57,617	\$19,240	2%	\$996,429
2039/2040	\$996,429	\$730,401	-\$586,013	\$28,492	2%	\$1,169,308
2040/2041	\$1,169,308	\$745,009	-\$1,037,898	\$23,441	2%	\$899,860
2041/2042	\$899,860	\$759,909	-\$394,812	\$30,400	2%	\$1,295,356
2042/2043	\$1,295,356	\$775,107	\$0	\$52,687	2%	\$2,123,150
2043/2044	\$2,123,150	\$790,609	-\$70,884	\$77,676	2%	\$2,920,551
2044/2045	\$2,920,551	\$806,421	-\$148,311	\$101,542	2%	\$3,680,203
2045/2046	\$3,680,203	\$822,550	-\$442,485	\$119,031	2%	\$4,179,298
2046/2047	\$4,179,298	\$839,001	-\$1,338,575	\$113,827	2%	\$3,793,552
2047/2048	\$3,793,552	\$855,781	-\$137,715	\$130,413	2%	\$4,642,031
2048/2049	\$4,642,031	\$872,896	-\$70,235	\$159,390	2%	\$5,604,082

**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 Shared Facilities of York Region Standard Condominium Corporation Nos. 1075 and 1112 has reviewed the reserve fund study update (class 2) dated March 2nd, 2020, prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund study will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2020/2021 fiscal year is \$257,946.00.

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

Attn: York Region Standard Condominium Corporation No. 1075  
15 North Park Road  
Thornhill, Ontario  
L4J 0C9

or

Attn: York Region Standard Condominium Corporation No. 1112  
7 North Park Road  
Thornhill, Ontario  
L4J 0A1

## CONTRIBUTION TABLE

Year	A Recommended Annual Contribution	Percentage Increase Over Previous Year	B Other Contributions (e.g. special assessment, loan)	A + B Total Contribution Each Year to Reserve Fund
2019/2020	\$221,413	N/A		\$221,413
2020/2021	\$257,946	16.5%		\$257,946
2021/2022	\$300,507	16.5%		\$300,507
2022/2023	\$350,091	16.5%		\$350,091
2023/2024	\$407,856	16.5%		\$407,856
2024/2025	\$475,152	16.5%		\$475,152
2025/2026	\$553,552	16.5%		\$553,552
2026/2027	\$564,623	2%		\$564,623
2027/2028	\$575,916	2%		\$575,916
2028/2029	\$587,434	2%		\$587,434
2029/2030	\$599,183	2%		\$599,183
2030/2031	\$611,166	2%		\$611,166
2031/2032	\$623,390	2%		\$623,390
2032/2033	\$635,858	2%		\$635,858
2033/2034	\$648,575	2%		\$648,575
2034/2035	\$661,546	2%		\$661,546
2035/2036	\$674,777	2%		\$674,777
2036/2037	\$688,273	2%		\$688,273
2037/2038	\$702,038	2%		\$702,038
2038/2039	\$716,079	2%		\$716,079
2039/2040	\$730,401	2%		\$730,401
2040/2041	\$745,009	2%		\$745,009
2041/2042	\$759,909	2%		\$759,909
2042/2043	\$775,107	2%		\$775,107
2043/2044	\$790,609	2%		\$790,609
2044/2045	\$806,421	2%		\$806,421
2045/2046	\$822,550	2%		\$822,550
2046/2047	\$839,001	2%		\$839,001
2047/2048	\$855,781	2%		\$855,781
2048/2049	\$872,896	2%		\$872,896

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

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

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

There are no differences from the Reserve Fund Study.

# *Vista of Thornhill City Centre*

***YORK REGIONAL STANDARD CONDOMINIUM CORPORATION NO. 1112***

# **Forms**

## Pre-Authorized Payment Plan Authorization For Condominium Monthly Common Charges

RE: OWNER(S) NAME(S): \_\_\_\_\_

OWNER(S) ADDRESS: \_\_\_\_\_

TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO.: Y.R.S.C.C. 1112 (the "Payee").

AND TO: Brookfield Residential Management Services (the "Payee's Agent")

AND TO: Owner(s) Financial Institution or Bank or Trust Company (the "Bank")

Name of Financial Institution: \_\_\_\_\_

Branch Address: \_\_\_\_\_

City, Province: \_\_\_\_\_

Branch Transit No. \_\_\_\_\_ Account No. \_\_\_\_\_

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the monthly condominium common charges as may be approved by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite \_\_\_\_\_ at **7 North Park Road, Ontario L4J 0C9**.

2. A debit in the amount of \$ \_\_\_\_\_ may be drawn on the account, on the **1<sup>st</sup>** day of each month, beginning the month of \_\_\_\_\_ 20 .

3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.

4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.

5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Brookfield Residential Management Services., c/o Accounting Department, 3190 Steeles Avenue East, Suite 200, Markham, Ontario, L3R 1G9. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.

6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided to the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.

7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.

8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.

\_\_\_\_\_  
Date

Owner's Signature: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

**NOTE: For verification purposes, please enclose one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the account holder.**

# York Region Standard Condominium Corporation No. 1112

## *Vista of Thornhill City Centre*

### **RESIDENT INFORMATION**

Name: \_\_\_\_\_ Suite : \_\_\_\_\_ E-Mail : \_\_\_\_\_

Are you the OWNER \_\_\_\_ or TENANT \_\_\_\_ Do you live in the suite? Yes \_\_\_\_ No \_\_\_\_

Home Phone: \_\_\_\_\_ Business No.: \_\_\_\_\_ Cell No: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Number of People residing in the unit: ( ) Resident(s) Name: \_\_\_\_\_

Mailing Address if Owner Lives Off Site: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business No.: \_\_\_\_\_ Cell No: \_\_\_\_\_

	Parking Spot #	License Plate #	Car Model	Locker #	Remote #	Key Fob #
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____

If you own a Pet, state: Pet \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Size \_\_\_\_\_ (lb.)

**In accordance with the Condominium Act, Section 83 (1) (b) Notification by Owner, please provide the Corporation with the tenant name, the owner address and a copy of the lease or renewal, if the unit is leased.**

Please also provide a copy of your Proof of Liability and Contents Insurance.

**Handicapped or Medical Problem:**

Name of Person who would require assistance in an emergency (i.e. Blind, Handicapped, Heart Condition ...)

Name of Resident(s) \_\_\_\_\_ Kind of Help: \_\_\_\_\_

### **Received the Rules & Regulations of Y.R.S.C.C. 1112 & Shared Facilities**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# *The Beverley & Vista of Thornhill City Centre*

## **AUTHORIZATION TO RECEIVE PARCELS, REGISTERED MAIL, COURIER MAIL**

Name: \_\_\_\_\_, suite \_\_\_\_\_,  
**7 or 15** North Park Drive, Thornhill, Ontario **(circle one)**

The above named resident hereby authorize **YRSCC 1075 or YRSCC 1112 (circle one)** and it's duly authorized agents and employees to accept small parcels or envelopes (except registered mail), on my/our behalf.

I/we hereby release **YRSCC 1075 or YRSCC 1112 (circle one)** and it's duly authorized agents and employees from any present or future liability should the parcel or envelope be lost, stolen, delivered late or damaged.

Please remember to notify the staff if you are away over-night or longer from the building so that these items will not be accepted on your behalf during that time.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

Concierge use only

Date received: \_\_\_\_\_ Time: \_\_\_\_\_ A/M P/M

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Form 5

*Condominium Act, 1998*

SUMMARY OF LEASE OR RENEWAL  
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: (name of condominium corporation)

1. This is to notify you that:

*[Strike out whichever is not applicable:*

a written or oral *(strike out whichever is not applicable:* lease, sublease, assignment of lease)

OR

a renewal of a written or oral *(strike out whichever is not applicable:* lease, sublease, assignment of lease)]

has been entered into for:

*[For all condominium corporations except common elements condominium corporations:*

Unit(s) \_\_\_\_, Level(s) \_\_\_\_ *(include any parking or storage units that have been leased)]*

*[In the case of a common elements condominium corporation:*

the common interest in the condominium corporation, being the interest attached to \_\_\_\_ *(provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached)]*

on the following terms:

Name of lessee(s) (or sublessee(s) ): \_\_\_\_\_

Telephone number: \_\_\_\_\_

Commencement date: \_\_\_\_\_

Termination date: \_\_\_\_\_

Option(s) to renew: \_\_\_\_\_  
*(set out details)*

Rental payments: \_\_\_\_\_  
*(set out amount and when due)*

Other information: \_\_\_\_\_  
*(at the option of the owner)*

2. I (We) have provided the *(strike out whichever is not applicable:* lessee(s), sublessee(s) with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable:* lease, sublease, assignment of lease) is terminated.

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
*(signature of owner(s))*

\_\_\_\_\_  
*(print name of owner(s))*

*(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)*

\_\_\_\_\_  
*(address)*

\_\_\_\_\_  
*(telephone number) (fax number, if any)*

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**

**FINANCIAL STATEMENTS**

**OCTOBER 31, 2020**

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112**  
**FINANCIAL STATEMENTS**  
**OCTOBER 31, 2020**

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**INDEPENDENT AUDITOR'S REPORT****To the Owners of  
York Region Standard Condominium Corporation No. 1112****Opinion**

We have audited the financial statements of York Region Standard Condominium Corporation No. 1112, which comprise the statement of financial position as at October 31, 2020, and the statements of reserve fund, operating fund 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 York Region Standard Condominium Corporation No. 1112 as at October 31, 2020, and its results of 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 and Directors are 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 and Directors determine 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 and Directors are 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 and Directors either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

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

**Auditor's Responsibilities for the Audit of the Financial Statements**

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

**INDEPENDENT AUDITOR'S REPORT (continued)**

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management and the Directors.
- Conclude on the appropriateness of management and the Directors 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.

*Tapp & Company LLP*

Toronto, Ontario  
March 8, 2021Chartered Professional Accountants  
Licensed Public Accountants

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## STATEMENT OF FINANCIAL POSITION

AS AT OCTOBER 31, 2020

### ASSETS

	<u>2020</u>	<u>2019</u>
Current		
Operating fund cash	\$ 110,994	\$ 58,833
Owners' assessments receivable	2,192	1,661
Due from Shared Facilities	22,344	29,286
Prepaid expenses	<u>7,410</u>	<u>866</u>
	142,940	90,646
Reserve fund cash and investments (Note 2)	<u>1,418,260</u>	<u>1,273,648</u>
	<u>\$ 1,561,200</u>	<u>\$ 1,364,294</u>

### LIABILITIES


Current		
Accounts payable and accrued liabilities		
Operating fund	\$ 71,438	\$ 38,731
Reserve fund	<u>6,735</u>	<u>4,723</u>
	<u>78,173</u>	<u>43,454</u>


### FUND BALANCES

Reserve fund (Note 3)	1,412,007	1,268,924
Operating fund	<u>71,020</u>	<u>51,916</u>
	<u>1,483,027</u>	<u>1,320,840</u>
	<u>\$ 1,561,200</u>	<u>\$ 1,364,294</u>

Contingent liability (Note 9)

Approved on behalf of the Board:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

See Notes to Financial Statements

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## STATEMENT OF RESERVE FUND

YEAR ENDED OCTOBER 31, 2020

	<u>2020</u>	<u>2019</u>
Revenue		
Allocation from operating fund	\$ 287,669	\$ 276,339
Interest earned	<u>31,067</u>	<u>30,794</u>
	<u>318,736</u>	<u>307,133</u>
Expenses		
Automatic door operators	3,490	-
Boiler repairs	13,037	-
Caulking repairs	23,865	-
Chiller repairs	-	3,030
Fire system repairs	24,823	-
HVAC repairs	2,828	41,387
MUA repairs	13,452	-
Plumbing repairs	57,366	109,680
Reserve fund study	4,407	-
Sanitary drainage repairs	21,763	-
Water damage repairs	10,622	-
Windows	<u>-</u>	<u>3,132</u>
	<u>175,653</u>	<u>157,229</u>
Excess of revenue over expenses	143,083	149,904
Fund Balance, beginning of year	<u>1,268,924</u>	<u>1,119,020</u>
Fund Balance, end of year	<u>\$ 1,412,007</u>	<u>\$ 1,268,924</u>

See Notes to Financial Statements

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## STATEMENT OF OPERATING FUND

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 8)	2020 <u>Actual</u>	2019 <u>Actual</u>
Revenue			
Owners' assessments	\$ 1,563,225	\$ 1,563,216	\$ 1,505,384
Less allocation to reserve fund	<u>(287,669)</u>	<u>(287,669)</u>	<u>(276,339)</u>
	1,275,556	1,275,547	1,229,045
Cable TV income	127,393	127,401	123,686
Interest and sundry	<u>1,450</u>	<u>1,268</u>	<u>2,202</u>
	<u>1,404,399</u>	<u>1,404,216</u>	<u>1,354,933</u>
Expenses (Pages 6 and 7)			
Administration	72,460	66,637	55,001
Common area housekeeping	53,280	25,536	79,125
Contract services	377,875	372,842	367,782
Repairs and maintenance	41,800	55,553	53,431
Shared Facilities	521,608	499,264	488,803
Utilities	<u>367,376</u>	<u>365,280</u>	<u>352,005</u>
	<u>1,434,399</u>	<u>1,385,112</u>	<u>1,396,147</u>
Excess (deficiency) of expenses over revenue	<u>\$ (30,000)</u>	19,104	(41,214)
Fund Balance, beginning of year		<u>51,916</u>	<u>93,130</u>
Fund Balance, end of year		<u>\$ 71,020</u>	<u>\$ 51,916</u>

See Notes to Financial Statements

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## SCHEDULE OF EXPENSES

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 8)	2020 <u>Actual</u>	2019 <u>Actual</u>
Administration			
Bank charges	\$ 420	\$ 401	\$ 448
Condominium Authority of Ontario fees	2,772	2,079	2,368
Insurance	56,448	54,980	43,418
Legal and audit	7,320	5,561	4,984
Meetings	2,400	935	516
Office and general	2,500	2,025	2,696
Telephone	600	656	571
	<u>72,460</u>	<u>66,637</u>	<u>55,001</u>
Common Area Housekeeping			
Carpets	13,680	13,245	13,044
General	36,000	10,003	61,592
Waste disposal	3,600	2,288	4,489
	<u>53,280</u>	<u>25,536</u>	<u>79,125</u>
Contract Services			
Cable TV	127,393	127,393	123,979
Cleaning	59,460	58,294	58,294
Elevators	23,640	23,357	22,889
Fan coils/heat pumps	18,297	17,498	17,802
Fire protection	6,147	6,147	6,130
HVAC	35,031	35,030	33,923
Management fees	100,207	102,636	97,289
Pest control	1,500	2,120	1,402
Window washing	6,200	367	6,074
	<u>377,875</u>	<u>372,842</u>	<u>367,782</u>

See Notes to Financial Statements

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## SCHEDULE OF EXPENSES

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 8)	2020 <u>Actual</u>	2019 <u>Actual</u>
Repairs and Maintenance			
Building safety	3,000	16,778	7,520
Electrical	5,200	9,007	4,797
Mechanical and plumbing	<u>33,600</u>	<u>29,768</u>	<u>41,114</u>
	<u>41,800</u>	<u>55,553</u>	<u>53,431</u>
 Shared Facilities (Note 4)	 <u>521,608</u>	 <u>499,264</u>	 <u>488,803</u>
 Utilities			
Gas	113,105	111,212	115,227
Hydro	77,670	85,734	74,338
Water	<u>176,601</u>	<u>168,334</u>	<u>162,440</u>
	<u>367,376</u>	<u>365,280</u>	<u>352,005</u>

See Notes to Financial Statements

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## STATEMENT OF CASH FLOWS

YEAR ENDED OCTOBER 31, 2020

	<u>2020</u>	<u>2019</u>
Cash provided by (used in)		
Operating activities		
Excess (deficiency) of revenue over expenses		
Operating fund	\$ 19,104	\$ (41,214)
Reserve fund	<u>143,083</u>	<u>149,904</u>
	162,187	108,690
Changes in working capital		
Owners' assessments receivable	(531)	2,071
Due from Shared Facilities	6,942	228
Prepaid expenses	(6,544)	1,081
Accounts payable and accrued liabilities	<u>34,719</u>	<u>(4,912)</u>
	196,773	107,158
Investing activity		
Reserve fund investments, net	<u>(151,832)</u>	<u>(100,637)</u>
Increase in cash	44,941	6,521
Cash, beginning of year	<u>267,644</u>	<u>261,123</u>
Cash, end of year	<u>\$ 312,585</u>	<u>\$ 267,644</u>
Comprised of:		
Operating fund cash	\$ 110,994	\$ 58,833
Reserve fund cash	<u>201,591</u>	<u>208,811</u>
	<u>\$ 312,585</u>	<u>\$ 267,644</u>

See Notes to Financial Statements.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### NATURE OF OPERATIONS

York Region Standard Condominium Corporation No. 1112 was registered without share capital on March 7, 2008 under the Condominium Act of Ontario and is a non-profit organization that is exempt from income 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 benefits of a 231 unit residential condominium, commonly known as The Vista at Thornhill City Centre, located in the City of Vaughan.

### 1. SIGNIFICANT ACCOUNTING POLICIES

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

#### 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.

#### Fund accounting

##### Reserve fund

The Corporation is required by the Condominium Act of Ontario to establish a reserve fund to be used solely for the purpose of major repair and replacement of common elements and assets of the Corporation.

The Corporation allocates to the reserve fund amounts that, calculated from expected repair and replacement costs and life expectancies of the common elements and assets of the Corporation, are reasonably expected to provide sufficient funds to repair and replace the common elements and assets. Revenue and costs related to such major repairs and replacements are accounted for in the Statement of Reserve Fund.

##### Operating fund

Revenue and expenses for the general operations of the Corporation are reported in the Statement of Operating Fund.

#### Financial instruments

The Corporation initially measures its financial assets and liabilities at fair value. The Corporation subsequently measures all its financial assets and financial liabilities at amortized cost. Changes in fair value and the resultant impairment loss are recognized at each reporting date.

Financial assets measured at amortized cost include operating fund cash, owners' assessments receivable, due from Shared Facilities and reserve fund cash and investments.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 1. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

#### **Financial instruments (cont'd)**

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

The Corporation has no financial assets measured at fair value and has not elected to carry any financial asset or liability at fair value.

#### **Revenue Recognition**

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

#### **Contributed services**

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

#### **Use of estimates**

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

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 2. RESERVE FUND CASH AND INVESTMENTS

Description	Maturity Date	Interest Rate (%)	2020	2019
Cash			\$ 201,591	\$ 208,811
G.I.C.'s				
HSBC Bank of Canada	February 24, 2020	2.05	-	100,000
Bank of Nova Scotia	May 7, 2020	2.20	-	50,000
ICICI Bank Canada	March 9, 2021	2.73	100,000	100,000
General Bank of Canada	April 27, 2021	2.31	100,000	100,000
Home Trust Company	June 7, 2021	2.34	100,000	100,000
Equitable Bank	February 28, 2022	2.82	100,000	100,000
B2B Bank	June 27, 2022	2.15	100,000	100,000
HomeEquity Bank	February 21, 2023	3.03	100,000	100,000
Concentra Bank	June 26, 2023	2.25	100,000	100,000
Bank of Nova Scotia	January 31, 2024	3.50	100,000	100,000
Canadian Western Bank	June 25, 2024	2.29	100,000	100,000
Montreal Trust Company	February 21, 2025	2.00	100,000	-
Canadian Tire Bank	April 22, 2025	2.33	100,000	-
Presidents Choice Bank	April 22, 2025	2.10	100,000	-
Interest receivable			16,669	14,837
			<u>\$1,418,260</u>	<u>\$1,273,648</u>

### 3. RESERVE FUND

The Directors have used the Class 2 report, with a site visit, of exp Services Inc. dated January 13, 2020 and such other information as was available to them in evaluating the adequacy of the reserve fund. That report proposed allocations of \$287,669 for 2020, expenditures of \$168,106 and a year-end balance at October 31, 2020 of \$1,431,117. Actual amounts were allocations of \$287,669, expenditures of \$175,653 and a year-end balance of \$1,412,007. Reserve fund allocations are proposed to increase annually by 11.8% for 2021 to 2026.

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

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 4. SHARED FACILITIES

The Corporation entered into a shared facilities agreement for the cost of operating, maintaining and repairing certain common elements, which include the recreational facilities, superintendent suite, certain shared services and systems, the interior roadway, landscaping and the parking garage.

The expenses are to be allocated as follows:

YRSCC No. 1075 (The Beverley)	51.17%
YRSCC No. 1112 (The Vista)	<u>48.83%</u>
	<u>100.00%</u>

The Shared Facilities did not have any accumulated surplus or deficit for the year ended October 31, 2020.

These financial statements do not include the revenues and expenses of the Shared Facilities as it is a separate reporting entity. The Shared Facilities financial statements should be referred to when reading these financial statements.

### 5. RELATED PARTY TRANSACTIONS

No remuneration was paid to Directors during the year.

### 6. FINANCIAL INSTRUMENTS RISK EXPOSURE

The Corporation is exposed to various risks through its financial instruments. The following analysis provides a measure of the Corporation's risk exposure and concentrations at the balance sheet date.

#### Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Corporation's credit risk relates to:

(a) Owners' assessments receivable

Under the Condominium Act of Ontario, the Corporation has the ability to place a lien on an owner's unit to recover an outstanding balance. The Corporation has limited financial exposure in a multi-unit condominium.

(b) Cash and Investments

The Corporation manages this risk by placing its operating and reserve cash and investments with high quality institutions. The Corporation believes its financial exposure is not significant.

#### Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations as they become due. The Corporation manages this risk by establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses and the necessary contributions to the reserve fund.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1112

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 6. FINANCIAL INSTRUMENTS RISK EXPOSURE (CONT'D)

#### Interest rate risk

Interest rate risk is the risk of a potential financial loss caused by fluctuations in fair value of future cash flows of a financial instrument due to changes in market interest rates. The Corporation is exposed to this risk on its interest-bearing investments. To manage this risk, the Corporation intends to hold these investments to maturity.

### 7. COMMITMENTS

The Corporation has entered into the following long-term contracts:

Type	Period	Annual Payment
Cable TV	March 1, 2016 to February 28, 2023	\$127,393 *
Elevator maintenance	August 1, 2018 to July 31, 2023	23,357 *
Fire protection	November 1, 2017 to October 31, 2022	5,859
Gas	November 1, 2019 to October 31, 2020	**
HVAC	November 1, 2016 to October 31, 2021	35,030 *
Management fees	March 1, 2017 to February 29, 2020	104,832 *

\* Subject to annual increases.

\*\* Annual cost based on 9 cents per cubic metre

### 8. BUDGET INFORMATION

The 2020 budget amounts are presented for information purposes only. They were approved by the Board of Directors and are unaudited.

### 9. CONTINGENT LIABILITY

A Statement of Claim was filed against the Corporation in the amount of \$ 750,000 for general damages, \$ 250,000 for special damages plus interest and costs in respect of a slip and fall on or about January 8, 2018. This matter has been referred to the Corporation's insurance company.

### 10. UNCERTAINTY REGARDING COVID-19

The economy of the Province of Ontario has been significantly impacted by the world-wide coronavirus (COVID-19) pandemic. The duration of this pandemic and the related financial effect on the Corporation's future operations, cash flows and financial position cannot be reasonably estimated at this time. The Board of Directors will continue to monitor the situation and will reflect any impact in the financial statements as appropriate.

**BEVERLEY AND VISTA SHARED FACILITIES**

**FINANCIAL STATEMENTS**

**YEAR ENDED OCTOBER 31, 2020**

**BEVERLEY AND VISTA SHARED FACILITIES**  
**FINANCIAL STATEMENTS**  
**YEAR ENDED OCTOBER 31, 2020**

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**INDEPENDENT AUDITOR'S REPORT****To the Shared Facilities Committee of  
Beverley and Vista Shared Facilities****Opinion**

We have audited the financial statements of the Beverley and Vista Shared Facilities, which comprise the statement of financial position as at October 31, 2020, and the statements of operating fund 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 the Beverley and Vista Shared Facilities as at October 31, 2020, and its results of 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 Shared Facilities 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 and committee members are 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 and committee members determine 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 and committee members are responsible for assessing the Shared Facilities 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 and committee members either intends to liquidate the Shared Facilities or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Shared Facilities financial reporting process.

**Auditor's Responsibilities for the Audit of the Financial Statements**

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

**INDEPENDENT AUDITOR'S REPORT (continued)**

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Shared Facilities internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management and the committee members.
- Conclude on the appropriateness of management and the committee members 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 Shared Facilities 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 Shared Facilities 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.

*Tapp & Company LLP*

Toronto, Ontario  
March 8, 2021

Chartered Professional Accountants  
Licensed Public Accountants

# BEVERLEY AND VISTA SHARED FACILITIES

## STATEMENT OF FINANCIAL POSITION

AS AT OCTOBER 31, 2020

### ASSETS

	<u>2020</u>	<u>2019</u>
Current		
Operating fund cash	\$ 90,510	\$ 133,822
Prepaid expenses	<u>6,172</u>	<u>187</u>
	96,682	134,009
Reserve fund cash and investments (Note 2)	950,574	963,505
Long-term (Note 3)	<u>230,510</u>	<u>230,510</u>
	<u>\$ 1,277,766</u>	<u>\$ 1,328,024</u>

### LIABILITIES

Current		
Accounts payable and accrued liabilities		
Operating fund	\$ 41,580	\$ 42,996
Reserve fund	<u>3,672</u>	<u>-</u>
	45,252	42,996
Due to YRSCC No. 1075	32,758	69,558
Due to YRSCC No. 1112	22,344	29,286
Current portion of mortgage payable (Note 4)	<u>8,048</u>	<u>7,512</u>
	108,402	149,352
Long-term		
Mortgage payable (Note 4)	<u>122,582</u>	<u>130,630</u>
	<u>230,984</u>	<u>279,982</u>

### FUND BALANCES

Reserve fund (Note 5)	946,902	955,674
Superintendent suite fund	69,370	61,858
Locker fund	30,510	30,510
Operating fund	<u>-</u>	<u>-</u>
	1,046,782	1,048,042
	<u>\$ 1,277,766</u>	<u>\$ 1,328,024</u>

Approved on behalf of the Committee:



Member (YRSCC No. 1075)



Member (YRSCC No. 1112)

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## STATEMENT OF RESERVE FUND

YEAR ENDED OCTOBER 31, 2020

	<u>2020</u>	<u>2019</u>
Revenue		
Allocation from operating fund	\$ 221,413	\$ 196,899
Interest earned	<u>14,853</u>	<u>17,948</u>
	<u>236,266</u>	<u>214,847</u>
Expenses		
Asphalt paving	31,019	-
Automatic door operator repairs	2,949	-
Changeroom renovations	62,884	-
Drain replacement-garage	-	1,912
Exercise equipment/repairs	757	14,134
Exterior lighting repairs	-	16,306
Fire system repairs	-	3,914
Garage door repairs	1,146	-
HVAC repairs	-	6,000
Interlocking replacement	81,925	10,547
Irrigation system repairs	-	5,052
Kitec replacement-common area	-	17,402
Landscaping	3,673	-
Lobby refurbishment	2,994	10,791
Office equipment	-	1,351
Reserve fund study	4,407	-
Retaining wall repair	-	28,081
Sanitary drainage repairs	33,731	-
Security equipment	2,254	-
Security system repairs	-	13,478
Swimming pool equipment repairs	11,084	-
Visitor parking line painting	6,215	-
Waterproofing	-	10,820
	<u>245,038</u>	<u>139,788</u>
Excess (deficiency) of revenue over expenses	(8,772)	75,059
Fund Balance, beginning of year	<u>955,674</u>	<u>880,615</u>
Fund Balance, end of year	<u>\$ 946,902</u>	<u>\$ 955,674</u>

See Notes to Financial Statements

## BEVERLEY AND VISTA SHARED FACILITIES

### STATEMENT OF SUPERINTENDENT SUITE FUND

YEAR ENDED OCTOBER 31, 2020

	<u>2020</u>	<u>2019</u>
Revenue		
Allocation from operating fund	\$ 16,810	\$ 16,810
Expense		
Mortgage interest	<u>9,298</u>	<u>9,797</u>
Excess of revenue over expense	7,512	7,013
Fund Balance, beginning of year	<u>61,858</u>	<u>54,845</u>
Fund Balance, end of year	<u>\$ 69,370</u>	<u>\$ 61,858</u>
Represented by:		
Superintendent suite	\$ 200,000	\$ 200,000
Mortgage payable (Note 4)	<u>(130,630)</u>	<u>(138,142)</u>
	<u>\$ 69,370</u>	<u>\$ 61,858</u>

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## STATEMENT OF OPERATING FUND

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 9)	2020 <u>Actual</u>	2019 <u>Actual</u>
Revenue			
Assessments from member corporations	\$ 1,068,212	\$ 1,068,212	\$ 1,061,008
Less allocations to:			
Reserve fund	(221,413)	(221,413)	(196,899)
Superintendent suite fund	<u>(16,810)</u>	<u>(16,810)</u>	<u>(16,810)</u>
	829,989	829,989	847,299
Interest and other income	<u>11,100</u>	<u>8,272</u>	<u>12,851</u>
	<u>841,089</u>	<u>838,261</u>	<u>860,150</u>
Expenses (Pages 7 and 8)			
Administration	70,876	76,612	60,713
Common area housekeeping	17,400	23,354	17,957
Contract services	386,537	380,622	384,685
Repairs and maintenance	100,676	70,970	92,595
Utilities	149,961	132,862	138,682
Wages and benefits	<u>115,639</u>	<u>108,083</u>	<u>105,542</u>
	<u>841,089</u>	<u>792,503</u>	<u>800,174</u>
Excess of revenue over expenses	<u>\$ -</u>	45,758	59,976
Distributed to:			
YRSCC No. 1075		(23,414)	(30,690)
YRSCC No. 1112		<u>(22,344)</u>	<u>(29,286)</u>
Fund Balance, end of year		<u>\$ -</u>	<u>\$ -</u>

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## SCHEDULE OF EXPENSES

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 9)	2020 <u>Actual</u>	2019 <u>Actual</u>
Administration			
Insurance	\$ 19,776	\$ 18,910	\$ 15,214
Insurance deductible	2,500	-	-
Meetings	1,750	763	1,540
Office and general	19,730	23,997	24,875
Professional fees	8,600	15,445	3,830
Superintendent suite CEC fees	6,720	6,680	6,378
Telephone	10,800	10,195	8,796
Uniforms	<u>1,000</u>	<u>622</u>	<u>80</u>
	<u>70,876</u>	<u>76,612</u>	<u>60,713</u>
Common Area Housekeeping			
Carpets	3,000	2,245	2,043
Cleaning supplies	6,000	12,587	7,906
Decorating	1,800	1,740	1,756
Garage doors	1,200	2,591	504
General	4,200	4,172	2,390
Hardware and doors	600	19	3,358
Signs	<u>600</u>	<u>-</u>	<u>-</u>
	<u>17,400</u>	<u>23,354</u>	<u>17,957</u>
Contract Services			
Cleaning	71,784	70,371	70,371
Fire alarm monitoring	900	904	881
Garage cleaning	9,025	10,718	9,023
HVAC	8,640	8,629	8,380
Landscaping and snow removal	37,152	36,751	36,066
Management fees	7,652	7,521	7,332
Pest control	326	302	317
Recreation area	12,530	7,198	12,529
Security	238,228	238,228	239,503
Window washing	<u>300</u>	<u>-</u>	<u>283</u>
	<u>386,537</u>	<u>380,622</u>	<u>384,685</u>

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## SCHEDULE OF EXPENSES (CONT'D)

YEAR ENDED OCTOBER 31, 2020

	2020 <u>Budget</u> (Note 9)	2020 <u>Actual</u>	2019 <u>Actual</u>
Repairs and Maintenance			
Amenities	9,000	5,118	10,030
Building safety	12,000	8,985	16,086
Camera equipment	4,800	4,595	1,369
Electrical	6,900	8,826	12,038
Emergency generator	4,800	3,777	3,919
Exercise room	6,000	1,587	5,567
Exterior	600	-	1,582
Irrigation	2,400	3,086	1,967
Mechanical and plumbing	7,200	1,669	3,367
Plants	33,776	24,617	24,432
Roads	7,200	7,200	7,119
Snow removal	6,000	1,510	5,119
	<u>100,676</u>	<u>70,970</u>	<u>92,595</u>
Utilities			
Gas	5,647	3,985	4,395
Hydro	126,688	113,126	119,589
Water	<u>17,626</u>	<u>15,751</u>	<u>14,698</u>
	<u>149,961</u>	<u>132,862</u>	<u>138,682</u>
Wages and Benefits			
Employee benefits	16,699	15,577	15,224
Superintendent staff	<u>98,940</u>	<u>92,506</u>	<u>90,318</u>
	<u>115,639</u>	<u>108,083</u>	<u>105,542</u>

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## STATEMENT OF CASH FLOWS

YEAR ENDED OCTOBER 31, 2020

	<u>2020</u>	<u>2019</u>
Cash provided by (used in)		
Operating activities		
Excess of revenue over expenses		
Operating fund	\$ -	\$ -
Reserve fund	(8,772)	75,059
Superintendent suite fund	<u>7,512</u>	<u>7,013</u>
	(1,260)	82,072
Changes in working capital		
Prepaid expenses	(5,985)	104
Accounts payable and accrued liabilities	2,256	(31,785)
Due to YRSCC No. 1075 and No. 1112	<u>(43,742)</u>	<u>29,366</u>
	(48,731)	79,757
Financing activity		
Mortgage principal repayments	(7,512)	(7,013)
Investment activity		
Reserve fund investments, net	<u>170,964</u>	<u>330,725</u>
Increase in cash	114,721	403,469
Cash, beginning of year	<u>604,023</u>	<u>200,554</u>
Cash, end of year	<u>\$ 718,744</u>	<u>\$ 604,023</u>
Comprised of:		
Operating fund cash	\$ 90,510	\$ 133,822
Reserve fund cash	<u>628,234</u>	<u>470,201</u>
	<u>\$ 718,744</u>	<u>\$ 604,023</u>

See Notes to Financial Statements

# BEVERLEY AND VISTA SHARED FACILITIES

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### NATURE OF OPERATIONS

The Beverley and Vista Shared Facilities ("Shared Facilities") were constructed for the exclusive use of York Region Standard Condominium Corporation No. 1075 and York Region Standard Condominium Corporation No. 1112. These corporations are obliged to operate the Shared Facilities and to fund the annual budgeted expenditures based on a reciprocal agreement dated November 2, 2006. The shared percentages are as follows:

York Region Standard Condominium Corporation No. 1075 (The Beverley)	51.17%
York Region Standard Condominium Corporation No. 1112 (The Vista)	<u>48.83%</u>
	<u>100.00%</u>

### 1. SIGNIFICANT ACCOUNTING POLICIES

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

#### Common elements

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

#### Fund accounting

##### Reserve fund

The Shared Facilities is required by the Condominium Act of Ontario to establish a reserve fund to be used solely for the purpose of major repair and replacement of common elements and assets of the Shared Facilities.

The Shared Facilities allocates to the reserve fund amounts that, calculated from expected repair and replacement costs and life expectancies of the common elements and assets of the Shared Facilities, are reasonably expected to provide sufficient funds to repair and replace the common elements and assets. Revenue and costs related to such major repairs and replacements are accounted for in the Statement of Reserve Fund.

##### Superintendent suite fund

The Corporation established the superintendent suite fund to account for the acquisition and the related mortgage payments and interest costs for the mortgage on the superintendent suite. These are reported in the Statement of Superintendent Suite Fund.

##### Operating fund

Revenue and expenses for the general operations of the Shared Facilities are reported in the Statement of Operating Fund.

# BEVERLEY AND VISTA SHARED FACILITIES

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 1. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

#### **Superintendent Suite and Lockers**

These assets are recorded at cost. No amortization was charged against these assets as management estimated that the residual value at year end is not less than cost.

#### **Financial instruments**

The Shared Facilities initially measures its financial assets and liabilities at fair value. The Shared Facilities subsequently measures all its financial assets and financial liabilities at amortized cost. Changes in fair value and the resultant impairment loss are recognized at each reporting date.

Financial assets measured at amortized cost include operating fund cash and reserve fund cash and investments.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, due to YRSCC No. 1075 and No. 1112 and the mortgage payable.

The Shared Facilities has no financial assets measured at fair value and has not elected to carry any financial asset or liability at fair value.

#### **Revenue Recognition**

Assessments from member corporations are recognized as revenue based on the budget distributed to member corporations each year. Interest and other revenue are recognized as revenue of the related fund when earned.

#### **Contributed services**

Committee members and owners volunteer their time to assist in the activities of the Shared Facilities. While these services benefit the Shared Facilities considerably, a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

#### **Use of estimates**

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

# BEVERLEY AND VISTA SHARED FACILITIES

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 2. RESERVE FUND CASH AND INVESTMENTS

Description	Maturity date	Interest Rate %	2020	2019
Cash			\$ 279,063	\$ 124,083
BNS investment savings account			349,171	346,118
G.I.C.'S				
General Bank of Canada	June 23, 2020	2.11	-	70,278
ADS Canadian Bank	October 5, 2020	2.11	-	100,000
Canadian Western Bank	November 18, 2020	2.35	50,000	50,000
Home Trust Company	June 23, 2021	2.30	70,277	70,277
Concentra Bank	October 4, 2021	2.16	100,000	100,000
Equitable Bank	October 3, 2022	2.17	100,000	100,000
Interest receivable			<u>2,063</u>	<u>2,749</u>
			<u>\$ 950,574</u>	<u>\$ 963,505</u>

### 3. LONG-TERM ASSETS

On December 27, 2006, the Shared Facilities acquired the superintendent suite from the Declarant at a cost of \$200,000.

On February 12, 2015, the Shared Facilities acquired 3 lockers from the Declarant at a cost of \$30,510.

### 4. MORTGAGE PAYABLE

The mortgage due to the Declarant bears interest at 7% and is repayable in blended payments of principal and interest of \$1,401 per month. The mortgage is secured by the condominium unit occupied by the superintendent and is due on January 7, 2032.

Principal repayments required are as follows:

Year ended October 31, 2021	\$ 8,048
2022	8,621
2023	9,235
2024	9,893
2025	10,597
Thereafter	<u>84,236</u>
	130,630
Less current portion	<u>(8,048)</u>
Due beyond one year	<u>\$ 122,582</u>

# BEVERLEY AND VISTA SHARED FACILITIES

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 5. RESERVE FUND

The Shared Facilities Committee has used the Class 2 report, with a site visit, of exp Services Inc. dated March 2, 2020 and such other information as was available to them to evaluate the adequacy of the reserve fund. That report proposed allocations of \$221,413 for 2020, expenditures of \$300,580 and a year-end balance as at October 31, 2020 of \$903,098. Actual amounts were allocations of \$221,413, expenditures of \$245,038 and a year-end balance of \$946,902. Reserve fund allocations are proposed to increase annually by 16.5% for 2021 to 2026.

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

### 6. RELATED PARTY TRANSACTIONS

No remuneration was paid to the Shared Facilities Committee during the year.

### 7. FINANCIAL INSTRUMENTS RISK EXPOSURE

The Shared Facilities is exposed to various risks through its financial instruments. The following analysis provides a measure of the risk exposure and concentrations at the balance sheet date.

#### **Credit risk**

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Shared Facilities manages this risk by placing its operating and reserve cash and investments with high quality institutions. The Shared Facilities believes its financial exposure is not significant.

#### **Liquidity risk**

Liquidity risk is the risk that the Shared Facilities will not be able to meet its obligations as they become due. The Shared Facilities manages this risk by establishing budgets and funding plans and by levying sufficient assessments to fund its operating expenses, debt payments and the necessary contributions to the reserve and other funds.

#### **Interest rate risk**

Interest rate risk is the risk of a potential financial loss caused by fluctuations in fair value of future cash flows of a financial instrument due to changes in market interest rates. The Shared Facilities is exposed to this risk on its interest-bearing investments and mortgage payable. To manage this risk, the Shared Facilities intends to hold the investments to maturity and has entered into a fixed-rate mortgage.

# BEVERLEY AND VISTA SHARED FACILITIES

## NOTES TO FINANCIAL STATEMENTS

OCTOBER 31, 2020

### 8. COMMITMENTS

The Shared Facilities has entered into the following long-term contracts:

Type	Period	Annual Payment
HVAC	November 1, 2016 to October 31, 2021	\$ 8,272 *
Landscaping and snow removal	November 1, 2020 to October 31, 2025	40,426 *
Management fees	March 1, 2020 to February 29, 2023	7,521 *
Security	November 1, 2019 to October 31, 2022	238,228 **

\* Subject to annual increases.

\*\* Subject to increase commencing November 1, 2021.

### 9. BUDGET INFORMATION

The 2020 budget amounts are presented for information purposes only. They were approved by the Shared Facilities Committee and are unaudited.

### 10. UNCERTAINTY REGARDING COVID-19

The economy of the Province of Ontario has been significantly impacted by the world-wide coronavirus (COVID-19) pandemic. The duration of this pandemic and the related financial effect on the Shared Facilities future operations, cash flows and financial position cannot be reasonably estimated at this time. The Committee members will continue to monitor the situation and will reflect any impact in the financial statements as appropriate.