



January 14, 2022

RE: Suite 1801 Unit 1 Level 17, Parking PC-18 Unit 18 Level C, Locker LD-073 Unit 73
Level D of
Toronto Standard Condominium Corporation No. 2280

Dear Sir or Madam:

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

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to [Toronto Standard Condominium Corporation No. 2280](#), c/o [Crossbridge Condominium Services Ltd.](#), 88 Davenport Road, Toronto, ON M5R 0A5 or by email to TheFlorian@crossbridgecs.com.

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

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

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

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

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

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

You are welcome to contact the condominium manager at [\(647\)351-0712](tel:(647)351-0712) with any questions.

Yours very truly,

[Crossbridge Condominium Services Ltd.](#)

Property Manager

Enclosures

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

Toronto Standard Condominium Corporation No. 2280 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: TSCC 2280 - The Florian
c/o Crossbridge Condominium Services Ltd.
88 Davenport Road
Toronto, ON M5R 0A5
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: Cerasela Hornea, (647)351-0712

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Morton Goldhar	Director	Same Above	(647)351-0712
Richard Hyatt	Director	Same Above	(647)351-0712
Fraser Mason	President	Same Above	(647)351-0712
Peter Cooper	Treasurer	Same Above	(647)351-0712
Magaly Bianchini	VP & Secretary	Same Above	(647)351-0712

Common Expenses

5. The owner of Suite 1801 Unit 1 Level 17, Parking PC-18 Unit 18 Level C, Locker LD-073 Unit 73 Level D at 88 Davenport Road, Toronto, ON M5R 0A5 of Toronto Standard Condominium Corporation No. 2280, registered in the Land Registry Office for the Land Titles Division of Toronto is not in default in the payment of common expenses.

OR

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

~~[If applicable add: and a certificate of lien has been registered against (if the Corporation is any condominium corporation but a common elements condominium corporation: the unit)]~~

6. A payment on account for the unit for Common Expense Contribution charges of \$2291.66 for a total fee of \$2291.66 is due on 01 Feb 2022 for the period 01 Feb 2022 to 28 Feb 2022. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

In addition to the above, if applicable, 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, **WYSE METER SOLUTIONS INC. at Toll free: 1.866.681.9465** to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common

expenses against the unit.

7. The Corporation has the amount of \$0 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s), except
 - a) We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation), and ii)
 - b) It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget (see also Paragraph 9 in relation to any anticipated budget deficit or surplus). We won't know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crisis is behind us.
 - c) On November 1st 2019, amendments to the Ontario Rebate for Electricity Consumers Act, 2016 (ORECA) came into force making the common area hydro account ineligible for the Ontario Electricity Rebate of 18.9%. If there is no legislative change, the current rates for the common area hydro account will increase by 18.9% after October 31, 2022.

Reserve Fund

13. The Corporation's reserve fund amounts to \$4,182,241.81 (unaudited) as of November 30, 2021.
14. The most recent Reserve Fund Study conducted by the Board is a Reserve Fund Study update with site visit, dated May, 2019 and has been prepared by Best Consultants Martin Gerskup Architect Inc.. The next reserve fund study will be conducted before January 10, 2023.
15. N/A
16. The board has sent to the owners a notice dated December 10, 2019 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The

proposed plan for future funding was implemented [January 10, 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.

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund, except for the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

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

OR

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

Leasing of Units

- ~~24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.~~

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 23 units were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3(5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* except that
- a. The Visitor Parking Area is equipped with Community EV Chargers [four (4) Tesla and two (2) EVlink charging stations) to be share between the residents and visitors and**
 - b. That The Florian's electrical supply infrastructure in the underground parking garage has been upgraded in order to permit owners to contract with The Florian to install Electric Vehicle Charging Stations ("EVCS") in their parking stalls on parking levels P1 to P4 on a power sharing basis (See Notice to Owners re EVCS Installation).**
 - c. The corporation received and approved seven (7) requests from owners to install Electric Vehicle Charging Stations ("EVCS") in their parking stalls.**

Insurance

26. The corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*. **Each unit owner is advised to carefully review the enclosed Insurance Coverage Letter, Information Certificate Update and 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) Insurance Coverage Letter dated January 27, 2020, Information Certificate Update and a certificate or memorandum of insurance for each of the current insurance policies,

[if applicable add the following items:

- ~~(e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- ~~(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- ~~(g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated **December 10, 2019** containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- ~~(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- ~~(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~
- ~~(k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~
- ~~(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~
- (m) a copy of Notice to Owners re: EVCS Installation
- (n) a copy of the *Agreement to Receive Notices Electronically*

Rights of person requesting certificate

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

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

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

Agent acting on behalf of:
Toronto Standard Condominium Corporation No. 2280

*

Date

Authorized Signing Officer
I have the authority to bind the Corporation

*

Date

Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

Office Schedule

AT 319.9026

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2012-12-14 15:58



LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.

2280

NEW PROPERTY IDENTIFIERS BLOCK

76280

RECENTLY : ALL PINs 21195-0129; 21195-0139; 21195-0141

DECLARANT : SEVENTY-SIX DAVENPORT GP LTD.

SOLICITOR : JULES A. MIKELBERG

FIRM: FRASER MILNER CASGRAIN LLP

Address: 77 KING STREET WEST, SUITE 400

TORONTO, ONTARIO

M5K 0A1

Phone : 416-863-4511

Fax : 416-863-4592

No. OF UNITS 459 X \$5.00 = \$2295.00

Fee: \$70.00

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

SEVENTY-SIX DAVENPORT GP LTD.

(hereinafter called the "**Declarant**")

WHEREAS:

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE 1.00 - INTRODUCTORY

1.1 Definitions

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

- (a) "**Access Agreement**" means an agreement, as amended from time to time, to be entered into between the owner of 100 Davenport and the Corporation following registration of this Declaration, pursuant to which the Corporation agrees and permits the owner of 100 Davenport to access the Property to perform various activities related to the development of 100 Davenport, as more particularly set out in Article 12.
- (b) "**Agreement and Undertaking**" means an agreement and undertaking pursuant to which the Corporation agrees and undertakes that it will not object to or oppose any development application by the owner of 100 Davenport, as more particularly set out in Article 11.
- (c) "**Board**" means the Corporation's Board of Directors.
- (d) "**By-laws**" mean the by-laws of the Corporation enacted from time to time.
- (e) "**City**" means the City of Toronto.
- (f) "**Combined Parking/Storage/Bicycle Units**" means Units 21, 26 and 56 on Level C, Units 4, 24, 30, 56 and 57 on Level D, Units 24, 30 and 38 on Level E and Unit 2 on Level F.
- (g) "**Common Elements**" mean all of the Property, except the Units.
- (h) "**Common Expenses**" means the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or in this Declaration.
- (i) "**Common Interests**" means the interest in the Common Elements appurtenant to a Unit.
- (j) "**Corporation**" means the standard condominium corporation created upon the registration of this Declaration and the Description.

- (k) **"Designated Combined Parking/Storage/Bicycle Units"** means Units 19 and 20 on Level B.
- (l) **"Designated Parking Units"** means Units 1 to 18 inclusive, and 21 to 23 inclusive on Level B, and Units 1, 3 and 4 on Level C.
- (m) **"Driveway Unit"** means Unit 3 on Level 1.
- (n) **"Exclusive Use Common Elements"** means those portions of the Common Elements over which certain Owners shall have the exclusive use of, as set out in Schedule "F" attached hereto and subject to the provisions of the Act, this Declaration, the By-Laws and the Rules.
- (o) **"Guest Suite Unit"** means Unit 9 on Level 2.
- (p) **"Knockout Panel Unit"** means Unit 28 on Level B.
- (q) **"Manager"** means the property manager retained from time to time by the Corporation for the management of the Property.
- (r) **"100 Davenport"** means those lands and premises known municipally as 100 Davenport Road and legally as Parcel 1-2, Section A303, Lots 1, 2 and 3 Plan 680E, Part Lot A Plan 364 and Part Lots 1, 2, 3, 4 and 5 Plan 303, Toronto, and Part 1, Plan 66R-8522 currently being the whole of PIN 21195-0002(LT) and located to the north of the Property.
- (s) **"Owner(s)"** mean the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession.
- (t) **"Parking Unit(s)"** means Units 2, 5 to 20, inclusive, 22 to 25, inclusive, 27 to 55, inclusive and 57 to 60, inclusive on Level C, Units 1 to 3, inclusive, 5 to 23, inclusive, 25 to 29, inclusive, 31 to 55, inclusive, and 58 to 60, inclusive on Level D, Units 1 to 23, inclusive, 25 to 29, inclusive, 31 to 37, inclusive and 39 to 52, inclusive on Level E and Unit 1 on Level F.
- (u) **"Residential Unit(s)"** means Units 1 to 8, inclusive on Level 2, Units 1 to 10, inclusive on Level 3, Units 1 to 6, inclusive on Level 4, Units 1 to 4, inclusive on Levels 5 to 19, inclusive and on Level 21, Units 1 to 3, inclusive on Levels 20 and 22, Unit 1 on Levels 23 and 25 and Units 1 and 2 on Level 24.
- (v) **"Retail Unit(s)"** means Units 1 and 2 on Level 1.
- (w) **"Rules"** means the rules passed by the Board.
- (x) **"Shared Facilities"** means the Driveway Unit, Temporary Designated Parking Units and Knockout Panel Unit, the elevator designated for use of the underground designated parking area, as more particularly described in the Shared Facilities Agreement, as described in Article 13.
- (y) **"Shared Facilities Agreement"** means the agreement, as amended from time to time, to be entered into between the owner of 100 Davenport and the Corporation following registration of this Declaration, governing the use, operation and maintenance of the Shared Facilities and sharing of the Shared Facilities Costs between the Corporation and the owner(s) of 100 Davenport.
- (z) **"Shared Facilities Costs"** means the costs payable under the Shared Facilities Agreement in respect of the operation, maintenance and repair of the Shared Facilities.
- (aa) **"Storage/Bicycle Unit(s)"** means Units 26 and 27, Level B, Units 61 to 92, inclusive on Level C, Units 61 to 106, inclusive on Level D, Units 53 to 83, inclusive on Level E and Units 3 to 10, inclusive on Level F.
- (bb) **"Temporary Designated Parking Units"** means Units 24 and 25 on Level B.
- (cc) **"Units"** means, collectively or individually, as the context may require, the Residential Units, the Retail Units, the Parking Units, the Storage/Bicycle Units, the Guest Suite Unit, the Wine Cellar Units, the Designated Parking Units, the Combined

Parking/Storage/Bicycle Units, the Designated Combined Parking/Storage/Bicycle Units, the Driveway Unit, the Knockout Panel Unit, the Temporary Designated Parking Units and other units within the Corporation.

- (dd) **"Visitor Bicycle Parking Spaces"** shall mean those portions of the Common Elements designated for bicycle parking by visitors to the Property, as further described in Section 3.3.
- (ee) **"Visitor Parking Spaces"** shall mean those portions of the Common Elements on Level B and designated for vehicular parking by visitors, being the visitors parking spaces designated for visitors to the Residential Units which are noted as "V" in the Description (**"Residential Visitor Spaces"**) and visitors parking spaces designated for visitors to the Retail Units which are noted as "VR" in the Description, (**"Retail Visitor Spaces"**), as further described in Section 3.2.
- (ff) **"Wine Cellar Dining Area and Wine Tasting Room"** means the common element dining room and wine tasting room on Level A of the Condominium which is for the exclusive use of the Owners of the Wine Cellar Units, as further described in Schedule "F".
- (gg) **"Wine Cellar Units"** means Units 1 to 38, inclusive on Level A.

1.2 **Act Governs the Property**

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

1.3 **Standard Condominium**

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

1.4 **Consent of Encumbrancers**

The consent of all persons having registered mortgages against the Property is contained in Schedule "B" attached hereto.

1.5 **Inclusions/Exclusions**

(a) **Residential Unit and Guest Suite Unit**

- (i) Each Residential Unit and Guest Suite Unit shall **include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule 'C'.
- (ii) Each Residential Unit and Guest Suite Unit shall **exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

(b) **Retail Unit**

- (i) The Retail Unit shall **include** exterior doors, door frame, window and frame, and all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus, including, but not limited to, the heating, air condition and ventilation equipment and appurtenant fixtures attached thereto, that provide a service or utility to the Unit only, regardless of whether or not same are located outside the boundaries of the Unit described in Schedule 'C'.
- (ii) The Retail Unit shall **exclude** load bearing walls and columns, that provides support to another Unit or the Common Element and any pipe,, wire, cable, conduit, duct, shaft, sprinkler, fire alarm, security system, carbon monoxide

detector, mechanical and electrical apparatus, which are situate within the Unit and which provide a service or utility to another Unit or the Common Element.

(c) **Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, and Temporary Designated Parking Unit, Storage/Bicycle Unit and Wine Cellar Unit**

- (i) Each Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, Storage/Bicycle Unit, Designated Parking Unit, Temporary Designated Parking Unit and Wine Cellar Unit **shall exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, Storage/Bicycle Unit, Designated Parking Unit, Temporary Designated Parking Unit or Wine Cellar Unit.
- (ii) Each Combined Parking/Storage/Bicycle Unit and Designated Combined Parking/Storage/Bicycle Unit **shall include** the storage door and door frame.

(d) **Driveway Unit**

The Driveway Unit **shall exclude** the garage roof membrane and road bed, including but not limited to, the paving and curb as shown on PART 1 Sheet of the Description.

(e) **Knockout Panel Unit**

The Knockout Panel Unit shall include the concrete or concrete block wall situate within the Unit boundaries.

1.6 Common Interests and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners and shall contribute to the Common Expenses in the proportion 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 100%.

1.7 Address for Service and Mailing Address of Corporation

The address for service, mailing address and municipal address of the Corporation is 88 Davenport Road, Toronto, Ontario M5R 0A5.

1.8 Certificate of Architect

Attached as Schedule "G" is the certificate(s) of the architect and/or engineer certifying that all buildings on the Property have been constructed in accordance with the regulations made under the Act.

1.9 Conditions of Approval Authority

The following are the conditions of the approval authority, in approving or exempting the description under Section 9 of the Act, that are required to be mentioned in this Declaration:

- (a) the City of Toronto's Solid Waste Management Services may provide bulk lift compacted garbage collection services for the Residential Units, but not for the Retail Units. The non-residential component of the Property, being the Retail Units, will be provided with private refuse collection services at competitive prices, at the expense of the Corporation which shall then be billed back to, and paid for by, the owner of the Retail Units, in addition to common expenses. All residential wastes will be collected in accordance with the "City of Toronto Requirements for Garbage and Recycling Collection for New Developments and Redevelopments" and Chapter 844, Solid Waste of the Municipal Code. In the event that the on-site staff member is unavailable at the

time of City collection vehicles arrival at the site, the collection vehicle will leave the site and not return until the next scheduled collection day; and

- (b) owners and tenants of the Retail Units are advised that all loading/unloading activities associated therewith must be accommodated on-site within the limits of the designated loading space(s).

ARTICLE 2.00 - COMMON EXPENSES

2.1 Specifications of Common Expenses

Common Expenses shall include those expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation its proportionate share of the Common Expenses as set forth in Schedule "D" and the assessment and collection of contributions toward the Common Expenses may be regulated by the Board pursuant to the By-Laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any by-laws or rules in force from time to time by any Owner, or by members of his/her 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.

2.3 Reserve Fund

The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacements of Common Elements and assets of the Corporation, in accordance with the provisions of the Act.

No part of any reserve fund shall be used except for the purpose for which such fund was established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

2.4 Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements in accordance with the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all 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, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3.00 - COMMON ELEMENTS

3.1 Use of Common Elements

- (a) Subject to the provisions of the Act, this Declaration, the By-Laws and Rules, each Owner shall make reasonable use of, and has the right to occupy and enjoy the whole or any part of the Common Elements, except as herein otherwise provided.
- (b) No antenna, aerial or satellite dish shall be placed upon any part of the Common Elements other than upon the roof of the Condominium, provided such devices are installed by the Owner of a Retail Unit for the benefit of a business activity carried on within that Owner's Retail Unit. Antennas, aerials or satellite dishes may only be installed upon the written consent of the Board, which consent may be arbitrarily withheld. The use, placement and erection of these types of devices may be further limited, controlled and restricted by the Board, in its sole discretion. In the event that the Owner of a Retail Unit erects an antenna, aerial or satellite dish within the designated rooftop boundary, such device shall be maintained, replaced and repaired by the respective Owner, as necessary. Notwithstanding the foregoing, the Owner of Unit 1 on Level 25 shall be entitled to erect solar panels on its exclusive use common element rooftop terrace, provided that it is responsible for all costs and expenses relating to the

erection, operation, maintenance, repair and replacement of such solar panels, and provided that the installation of same has been approved in writing by the Declarant.

- (c) Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, doors or windows of the building, including awnings and/or storm shutters, except with the prior written consent of the Board, and further, when approved, subject to the Rules.
- (d) No clothesline or similar device shall be allowed on any portion of the Common Elements nor shall clothes or other laundry be hung anywhere on the Common Elements.
- (e) Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon the Common Elements that:
 - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws, and the Rules;
 - (ii) is likely to damage the property of the Corporation or that of any other person, or injure any person, or impair the structural integrity of any portion of the Common Elements and/or any Unit;
 - (iii) will unreasonably interfere with the use or enjoyment by other Owners or occupants of the Common Elements and/or other Units;
 - (iv) may result in the cancellation, or threatened cancellation, of any policy of insurance obtained or maintained by the Corporation, or that may increase any applicable insurance premium(s) with respect thereto or any deductible portion in respect of such policy; or
 - (v) may impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to and by virtue of the Act, this Declaration, the Rules, By-laws, and/or other agreements entered into by the Corporation.

In the event that this Section 3.1(e) of the Declaration is contravened, the Owner responsible for such contravention shall pay and fully reimburse the Corporation for all costs and expenses incurred to redress, rectify and/or obtain relief from any such injury or damage (including without limitation, all increased insurance premium costs, and any legal expenses incurred by the Corporation to collect any of the aforementioned costs), and shall indemnify the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such contravention and all such costs and expenses shall be deemed a common expense and 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.

- (f) No barbeques (whether gas, charcoal or electric) shall be permitted on any of the Common Elements, other than on the exclusive use terraces of Residential Units 1 to 4 inclusive on Level 5, Unit 1 on Level 23, and Unit 1 on Level 25, on the exclusive use balconies of Units 1 and 2 on Level 24, as described in Schedule "F", and the Common Element terrace on Level 4. Gazebos are permitted on the exclusive use terraces of Residential Units 1, 3 and 4 inclusive on Level 5 provided that same are consistent with the building architecture and do not have elevations taller than the top of the slab of the floor above and the prior written approval of the Declarant has been obtained.
- (g) Only seasonal furniture which is safely secured in order to prevent such items from being blown off the balcony or terrace is permitted on exclusive use balconies and terraces including without limitation exclusive use rooftop terrace of Unit 1 on Level 25.

3.2 Visitor Parking Spaces

- (a) Each Visitor Parking Space shall be used for the parking of one (1) motorcycle, private passenger automobile, station wagon or van and for no other purpose.

- (b) Residential Visitor Parking Spaces shall solely be used by the visitors of the Owners and occupants of the Residential Units.
- (c) Retail Visitors Parking Spaces shall solely be used by (i) the Owners and tenants of the Retail Units, and the employees of such Owners or tenants at any times without limitation; and (ii) while on the premises, the guests, patrons and customers of Owners and tenants of the Retail Units, during the times of 7:00 a.m. to 10:00 p.m. daily.

The Board and/or Manager may take whatever necessary actions to enforce the restrictions in this Section, as may further be prescribed in the Rules.

- (d) The Visitor Parking Spaces form part of the Common Elements and shall not be used or sold to any Owner of a Unit or be considered part of the exclusive use portions of the Common Elements and the sale, leasing or licensing of any of the Visitor Parking Spaces is prohibited.

3.3 Visitor Bicycle Parking Spaces

- (a) Each Visitor Bicycle Parking Space shall be used for the parking of one (1) bicycle and for no other purpose.
- (b) Visitor Bicycle Parking Spaces shall solely be used by the visitors to the Condominium. The Board and/or Manager may take whatever necessary actions to enforce the restrictions in the preceding sentence, as may further be described in the Rules.
- (c) The sale, leasing or licensing of any of the Visitor Bicycle Parking Spaces is prohibited.

3.4 Exclusive Use Common Elements

Subject to compliance with the Act, this Declaration, the By-laws and the Rules passed pursuant to the Act, Owners of the Units described in Schedule "F" attached hereto shall have the exclusive use of those parts of the Common Elements as set out in Schedule "F". The aforesaid right of exclusive use is further subject to the Corporation's right of access over the Exclusive Use Common Elements at all reasonable times to perform repairs, additions, alterations, or improvements to the Property.

3.5 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time for the care, maintenance and operation of the Property or any part thereof designated by the Board from time to time.
- (b) The amenities contained on the Property (the "**Amenities**") shall be used only by the Owners, occupants, tenants and respective invitees of Residential Units, as may be permitted in accordance with the Rules. Notwithstanding the generality of the forgoing:
 - (i) only the Owners of the Wine Cellar Units (and their guests) shall be permitted to use the Wine Cellar Dining Area and Wine Tasting Room; and
 - (ii) the Declarant shall be permitted to use the Amenities provided that it holds registered title to any Unit within the Condominium.
- (c) This Section 3.5 shall not apply to any first mortgagee holding mortgages on at least twenty-five (25%) percent of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or the Manager.
- (d) The owner(s) of 100 Davenport and its occupants and tenants are not entitled to the use of the Amenities nor any of the common elements save and except for the Shared Facilities.

3.6 Pets

- (a) No animal, livestock or fowl, other than household pets (as such term is defined in Section 4.2(d)) are permitted to be on or about the Common Elements, including the

Exclusive Use Common Elements, except for ingress to and egress from a Residential Unit.

- (b) All dogs and cats must be kept under personal supervision and control at all times while on or about the Common Elements.
- (c) Each dog or cat that is brought on the Property must wear a collar with the identification of its owner.
- (d) Unless within a Residential Unit, all dogs and cats shall be kept or held in the hands of their owner or accompanying person or upon a short lead, leash or chain, and this provision shall be applicable to the whole of the Common Elements, whether interior or exterior.
- (e) No animals are permitted on or about the Amenities, including any Amenities located on the exterior portions of the Common Elements.
- (f) No animal shall be permitted to soil or damage any part of the Common Elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good such damage and effect the removal of such waste and save harmless the Corporation from any expense in connection therewith and it is hereby understood that the minimum charge for the removal of excrement from the Property by the Corporation shall be seventy five (\$75.00) dollars per removal chargeable against the Owner in whose Unit the animal is a resident or which Unit the pet is visiting.
- (g) Anyone who keeps an animal on the Property contrary the Declaration or the Rules shall within two (2) weeks of receipt of a written notice from the Board or the Manager requesting removal of such animal, permanently remove such animal from the Property.

3.7 Modification of Common Element Assets and Services

(a) General Prohibition

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

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

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

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

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

ARTICLE 4.00 - UNITS

4.1 Occupation and General Use of Units

- (a) Owners shall comply and shall require all members of their family, occupants, tenants, invitees, servants, patrons, agents, contractors and licensees of their Unit, as the case may be, to comply with the Act, the Declaration, the By-laws, Rules, all applicable laws and regulations and all agreements authorized by the Bylaws and Rules.

- (b) No Unit shall be occupied or used for any purpose or in any manner which:
- (i) shall constitute a nuisance to, or otherwise unreasonably interfere with, the Owners or occupants of other Units;
 - (ii) constitute a breach or contravention of any applicable zoning by-law;
 - (iii) is likely to damage the property of the Corporation or that of any other person, or injure any person, or impair the structural integrity of any portion of the Common Elements and/or any Unit;
 - (iv) is contrary to or in non-compliance with any restrictive covenants or restrictions established by the Declarant or by any entity on its behalf and which are registered on title to a Unit or any portion of the Property; and
 - (v) causes the cancellation, or threat of cancellation, of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in the premium cost of any policy of insurance placed by or on behalf of the Corporation, the Owner of such Unit shall reimburse the Corporation for such increase and such increase in premium cost shall be added to the Owner's contribution towards the Common Expenses.

In the event that any part of this Section 4.1 of the Declaration is contravened, the Owner responsible for such contravention shall pay and fully reimburse the Corporation for all costs and expenses incurred to redress, rectify and/or obtain relief from any such injury or damage (including without limitation, all increased insurance premium costs, and any legal expenses incurred by the Corporation to collect any of the aforementioned costs), and shall indemnify the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such contravention and all such costs and expenses shall be deemed a common expense and 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.

- (c) In the event the Board determines in its sole discretion acting reasonably, that any noise, odour, or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or nuisance and/or disruptive, then the owner of such Unit shall at his own expense take such steps as shall be necessary to abate such noise, odour, or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, which expenses are to include reasonable solicitor's fees on a solicitor and client basis.
- (d) No boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board.
- (e) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board.
- (f) Unit Owners shall be responsible at their own expense for the cleaning of the interior of their Units.
- (g) The Corporation may designate any Units it holds title to for alternate uses, provided that any such variation in use is in accordance with the requirements and the by-laws of the City. Without limiting the generality of the foregoing, the Declarant may elect to permit the use of Parking Unit 20 on Level E as a car wash bay.

4.2 Use of Residential Units

- (a) Each Residential Unit shall be occupied and used only in accordance with the applicable by-laws of the City and for no other purpose; provided, however, that the foregoing

shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining the Residential Units as models for display and sale purposes and otherwise maintaining construction offices, displays and signs until all Units have been completed and transferred by the Declarant.

- (b) No Owner, occupant or lessee shall install or affix on any exterior portion of a Residential Unit any object, including any antenna, aerial, satellite dish or other communication device.
- (c) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, on or to his Residential Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (d) Pets:
 - (i) No Owner, occupant or visitor to a Residential Unit shall maintain, keep or shelter any animals, livestock, reptiles or fowl therein, other than not more than two (2) household pets. The term "household pet" shall mean a caged bird, an aquarium fish, a domestic cat or a dog not exceeding thirty (30) pounds in weight (or that will not exceed thirty (30) pounds in weight when full grown with the sole exception of a guide dog as defined in the *Blind Person's Right Act*). Additional pets may be housed within a Residential Unit only upon the written consent of the Board, which consent may be arbitrarily withheld. Notwithstanding the generality of the forgoing, no 'attack dogs', as may be classified by the Corporation in its sole and unfettered discretion, shall be allowed in any Unit.
 - (ii) No animal that is deemed by the Board or the Manager, in its absolute discretion, to be a nuisance shall be kept by any Owner upon the Property. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such animal, permanently remove such animal from the Property.
 - (iii) No breeding of animals for sale shall be carried within a Unit.
- (e) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of a Residential Unit's windows, doors or screens visible from the exterior of said Unit, except for marketing signs by the Declarant and/or its related companies which may be placed thereon until all Units are transferred by the Declarant.
- (f) The Declarant shall be entitled to redesign any unsold Residential Unit including the erection, removal or alteration of any vertical party wall between two adjoining Residential Units without the prior consent of the Corporation, in the completion of its marketing and sales of unsold Residential Units. The Declarant shall, however, lodge with the Corporation the drawings and specifications detailing the location, materials and method of construction and installation of such work and shall comply with all relevant municipal and other governmental by-laws, rules, regulations or ordinances in completing any such alterations to the unsold Residential Units. The Declarant may make structural alterations to a Residential Unit so as to create one suite out of two or more Residential Units.
- (g) In order to reduce or eliminate the penetration of sound from one Residential Unit to another, not less than fifty percent (50%) of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding provided, however, if the noise attenuation materials installed below the hardwood or tile (stone) flooring provides sufficient reduction of sound transmission to the same extent as carpeting, the carpeting will not be required.
- (h) All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building.

- (i) Subject to review and approval of the Declarant (or, upon registration, of the Corporation), no Owner or occupant shall store or load any materials or items in a Residential Unit or terrace (including without limitation the exclusive use rooftop terrace of Unit 1 Level 25) or balcony weighing more than 100 pounds per any one square foot of space.

4.3 Use of Retail Units

- (a) The Owners of the Retail Units and their patrons, employees, clients, tenants, invitees, licensees, and visitors, as the case may be (other than an Owner or tenant in occupation of a Residential Unit), shall not be entitled to utilize any part of the Common Elements, save and except as follows:
 - (i) those portions of the Common Elements which provide ingress and egress to and from the Retail Units;
 - (ii) those portions of the Common Elements which are utilized for mail pick-up, shipping, loading, waste disposal and waste storage, as applicable, and those portions of the Common Elements which provide access to such spaces;
 - (iii) those portions of the Common Elements which are incidental or necessary to the use and enjoyment of the Retail Units, or over which any servicing systems run or operate or over those parts of the Common Element areas which are required to gain access to such services or servicing systems in order to permit the Retail Units to function in accordance with their permitted use; and
 - (iv) those Common Elements which are necessary to allow the Owner of the Retail Units to maintain and repair the Retail Units in accordance with the provisions of this Declaration.
- (b) Notwithstanding the provisions of Section 4.3(a), provided that all applicable approvals and requirements of applicable zoning and building bylaws and regulations of any municipal or other governmental authority or agency having jurisdiction, have been obtained by the Owner of the Retail Unit(s), at its sole cost and expense, the Owner of a Retail Unit shall be entitled to the use of a portion of the outdoor common elements immediately abutting its Retail Unit as a patio, without the requirement of any payment to the Corporation, provided that it has obtained the prior written consent of the Declarant; the costs of operation, repair and maintenance of such area is at the sole cost and expense of such Retail Unit Owner; and that such use does not constitute a nuisance and the Corporation hereby irrevocably consents to the use of same provided that the foregoing requirements have been met.
- (c) Each Retail Unit shall be occupied and used only in accordance with the applicable by-laws of the City and for no other purpose.
- (d) Notwithstanding the generality of the forgoing Section 4.3(c), no Owner or occupant of a Retail Unit shall operate in their respective Unit:
 - (i) a full-service restaurant where significant baking and/or cooking is carried on within said Unit. The prohibition on restaurant use shall not prohibit commercial establishments from providing food services including cafés, coffee shops and other such services, including 'sit-down service' or 'take-out', provided there is no significant cooking or baking of food within the Unit;
 - (ii) an adult entertainment business of any kind;
 - (iii) a pawn shop;
 - (iv) a mechanic's shop or body shop;
 - (v) a facility which stores, manufactures or consumes any toxic waste or a contaminate;
 - (vi) a billiard or bingo hall;

- (vii) a dry cleaning processing facility provided that the foregoing shall not prohibit a dry cleaning distribution station for drop off and collection of clothes, and where sewing/mending is available, but no actual dry cleaning processes shall be permitted on site;
 - (viii) a retail or warehouse facility which permits the sale or storage of second hand goods and surplus articles, insurance salvage stock or fire stock or the sale or storage of goods damaged by fire;
 - (ix) a pet store;
 - (x) a veterinary clinic;
 - (xi) a tattoo parlour;
 - (xii) video arcade or billiards hall; and
 - (xiii) any business or artistic activity involving the use of welding heavy machinery, chemicals or heat including kilns, saws, lab equipment, as well as activities producing noise pollution incompatible with the enjoyment and use of other Units provided that nothing contained in this subsection 4.3(d) shall prohibit the use of a Retail Unit as a luxury hair salon and/or spa nor prohibit any microwaves, hairdryers or spa or similar equipment in any Retail Unit.
- (e) In the case of any dispute between the Board and the Owner or tenant of a Retail Unit with regards to the definition of the prohibited uses in Sections 4.3(c) and 4.3(d), the Board shall determine whether a proposed or existing use is prohibited in its sole and unfettered discretion.
- (f) It shall be a continuing duty of the Corporation in making Rules respecting the use of the Common Elements and Units, to ensure that any Rules respecting the Retail Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Retail Units as set forth herein.
- (g) The Retail Unit shall not be utilized for residential purposes.
- (h) The hours of operation of the Retail Units shall be subject to compliance with applicable by-laws and shall be no longer than the hours of 5:00 a.m. to 1:00 a.m. each day.
- (i) No animals of any kind shall be permitted in the Retail Units.
- (j) All shades or other window coverings shall be consistent with any standardized design schemes which may be designated by the Declarant, which schemes may prescribe standard colours, dimensions, styles and materials for any such shades or window coverings.
- (k) Signage
- (i) Subject to compliance with the provisions of this subsection 4.3(k), owners and occupants of Retail Units may place signage upon the exterior portions of their respective Retail Units and/or on any exclusive use common element signage areas, to advertise the name and/or nature of the business carried on within such Units. No signage of any type shall be placed upon the exterior portions of the Retail Units and no alterations of any kind shall be made to any existing signage, unless such proposed signage or alterations are:
 - (A) in conformity with the provisions of all applicable zoning and building by-laws and regulations of any municipal or other governmental authority or agency having jurisdiction;
 - (B) consistent with any standardized design schemes which may be designated by the Declarant, which schemes may prescribe standard colours, typefaces, dimensions, styles and materials for any such signage and alterations. Without limiting the generality of the foregoing, each Retail Unit shall be entitled to install a sign in the sign band forming part of its exclusive use common elements and two (2) signs

from the underhang forming part thereof, (provided that drawings have been prepared by an engineer with practice experience for signage similar to current signage installations of projects of a similar calibre to the Condominium), of maximum width of 16' and maximum height of 4'. In addition, each tenant of a Retail Unit may affix signage with artwork and design pre-approved in writing by the Declarant in keeping with a high quality establishment and project similar to the Condominium, in a maximum size 4' x 3' per each glass panel; and

- (C) approved in writing by the Declarant.
- (ii) All Retail Unit Owners or occupants seeking approvals from the Declarant for matters noted in Sections 4.3(b) and 4.3(k)(i) shall provide the Declarant with an application containing detailed sketches and samples as determined requisite by the Declarant, illustrating the required approval in sufficient detail. The decisions of the Declarant respecting such approvals shall be rendered within twenty (20) business days of being provided the application and appurtenant detail. If the Declarant does not render a decision within said twenty (20) business days or if an Owner or occupant of a Unit does not agree with a decision of the Declarant, such matter shall be resolved by the dispute resolution mechanisms provided for in By-law Number 1 of the Corporation (with the term "*board of directors*" replaced with "*Declarant*").
- (l) Subject to the review and approval of the Declarant (or, upon registration, of the Corporation), and compliance with the Ontario Building Code, which approval and compliance shall be obtained solely at the cost and expense of the requesting Owner, no Owner or occupant shall store or load any materials or items in a Retail Unit weighing more than 100 pounds per any one square foot of space. All loads shall be the sole liability and responsibility of the Retail Unit Owner.
- (m) The Retail Unit Owners shall be responsible for the costs of private refuse collection for their Units, in addition to the common expenses otherwise payable, and in the event that any Retail Unit Owner fails to pay the Corporation for such costs forthwith after receipt of a statement from the Corporation setting out such costs, the Corporation shall be entitled to treat such default in the same manner as a default in payment of common expenses, including all rights available to the Corporation in such event.

4.4 Use of Storage/Bicycle Units

- (a) Storage/Bicycle Units shall only be used for storage of personal affects, bicycles, and other goods and chattels.
- (b) There shall be no storage in the Storage/Bicycle Units of combustible materials, chemicals, paints or any other materials that are hazardous in nature or any other types of products which the Board deems, in its sole and unfettered discretion, to be unsafe, a health hazard or a nuisance to the occupants of the Condominium.
- (c) Notwithstanding the provisions of this paragraph, any Storage/Bicycle Unit owned by the Declarant or in the event the Corporation becomes the Owner of Storage/Bicycle Unit(s), either the Declarant or the Board may, from time to time, designate the Storage/Bicycle Unit(s) for alternative uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the City and, in the case of Storage/Bicycle Units owned by the Corporation only, approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) The Storage/Bicycle Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of the Storage/Bicycle Units shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. The Storage/Bicycle Units may be leased to tenants in actual occupation of Residential Units, provided however that if any Storage/Bicycle Unit is leased, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit. Without limiting the generality of the foregoing, Parking Unit 7, Level D and Storage/Bicycle Unit 65, Level D shall always be required to be owned and leased by the same Owner/tenant, and Parking Unit 7, Level E and

Storage/Bicycle Unit 53, Level E shall always be required to be owned and leased by the same Owner/tenant.

- (e) Where any Storage/Bicycle Unit is leased to an owner of a Residential Unit, then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of such Storage/Bicycle Unit shall also be assigned by the said lessee to the transferee or new owner of such Residential Unit at the time of registration of the transfer of title to the said Residential Unit, failing which the lease of such Storage/Bicycle Unit shall be automatically terminated and of no further force and effect, and the Storage/Bicycle Unit which is the subject of such lease shall thereupon revert to the lessor thereof.
- (f) Where the lessee of a Storage/Bicycle Unit is an owner of a Residential Unit, and such lessee is deprived of possession and/or ownership of his Residential Unit through any legal action by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force and effect, whereupon the Storage/Bicycle Unit which is the subject of such lease shall automatically revert to the lessor thereof.
- (g) Any instrument or other document purporting to effect a sale, transfer, assignment, lease or other conveyance of any Storage/Bicycle Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

4.5 Use of Parking Units, Combined Parking/Storage/Bicycle Units, Designated Parking Units and Designated Combined Parking/Storage/Bicycle Units

- (a) Each Parking Unit and Designated Parking Unit shall be used for the parking of one (1) motorcycle or one (1) private passenger automobile, station wagon, van, boat trailer or sea-doo and for no other purpose.
- (b) The parking portion of each Combined Parking/Storage/Bicycle Unit and Designated Combined Parking/Storage/Bicycle Unit shall be used for the parking of one (1) motorcycle or one (1) private passenger automobile, station wagon, van, boat trailer or sea-doo, and for no other purpose and the locker portion of each Combined Parking/Storage/Bicycle Unit and Designated Combined Parking/Storage/Bicycle Unit shall only be used for storage of personal affects, bicycles and other goods and chattels provided that no storage of combustible materials, chemicals, paints or any other materials that are hazardous in nature or any other types of products which the Board deems, in its sole and unfettered discretion, to be unsafe, a health hazard or a nuisance to the occupants of the Condominium shall be permitted.
- (c) Parking Units, Combined Parking/Storage/Bicycle Units, Designated Parking Units and Designated Combined Parking/Storage/Bicycle Units are subject to a right of access over, along and upon such Units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas of the Condominium and for repairs and maintenance of the Units and any part of or component of the below-grade parking structure.
- (d) Notwithstanding the provisions of this paragraph, any Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Parking Unit, or Designated Combined Parking/Storage/Bicycle Unit owned by the Declarant or the owner of 100 Davenport, or in the event the Corporation becomes the Owner of Parking Unit(s), Combined Parking/Storage/Bicycle Units, Designated Parking Units and Designated Combined Parking/Storage/Bicycle Units, any of the Declarant, the owner of 100 Davenport or the Board may, from time to time, designate such units for alternative uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the City and in the case of such units owned by the Corporation only, approved by the requisite number of Owners at a meeting duly called for that purpose. Without limiting the generality of the foregoing, the Declarant may elect to permit the use of Parking Unit 20 on Level E, as a car wash bay.

- (e) The Parking Units and Combined Parking/Storage/Bicycle Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of the Parking Units and Combined Parking/Storage/Bicycle Units shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit. The Parking Units and Combined Parking/Storage/Bicycle Units may be leased to tenants in actual occupation of Residential Units, provided however that if any Parking Unit and Combined Parking/Storage/Bicycle Units is leased, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit. Without limiting the generality of the foregoing, Parking Unit 7, Level D and Storage/Bicycle Unit 65, Level D shall always be required to be owned and leased by the same Owner/tenant, and Parking Unit 7, Level E and Storage/Bicycle Unit 53, Level E shall always be required to be owned and leased by the same Owner/tenant.
- (f) Where any Parking Unit and Combined Parking/Storage/Bicycle Units is leased to an owner of a Residential Unit, then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of such Parking Unit and Combined Parking/Storage/Bicycle Units shall also be assigned by the said lessee to the transferee or new owner of such Residential Unit at the time of registration of the transfer of title to the said Residential Unit, failing which the lease of such Parking Unit and Combined Parking/Storage/Bicycle Units shall be automatically terminated and of no further force and effect, and the Parking Unit and Combined Parking/Storage/Bicycle Units which is the subject of such lease shall thereupon revert to the lessor thereof.
- (g) Where the lessee of a Parking Unit and Combined Parking/Storage/Bicycle Units is an owner of a Residential Unit, and such lessee is deprived of possession and/or ownership of his Residential Unit through any legal action by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force and effect, whereupon the Parking Unit and Combined Parking/Storage/Bicycle Units which is the subject to such lease shall automatically revert to the lessor thereof.
- (h) The Designated Parking Units and Designated Combined Parking/Storage/Bicycle Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, assignment or other conveyance of the Designated Parking Units and the Designated Combined Parking/Storage/Bicycle Units shall only be made to the Declarant, to the Corporation, to any owner of a Residential Unit, to any owner of a Retail Unit, to the owner of, or condominium corporation created for, 100 Davenport or to an owner of any unit or space in 100 Davenport. The Designated Parking Units and Designated Combined Parking/Storage/Bicycle Units may be leased to tenants in actual occupation of Residential Units, Retail Units, or units or space in 100 Davenport, provided however that if any Designated Parking Unit or Designated Combined Parking/Storage/Bicycle Unit is leased, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit, Retail Unit or unit or space in 100 Davenport.
- (i) Where any Designated Parking Unit or Designated Combined Parking/Storage/Bicycle Unit is leased to an owner of a Residential Unit, Retail Unit or unit or space in 100 Davenport, then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, Retail Unit, or unit or space in 100 Davenport, the lease in respect of such Designated Parking Unit or Designated Combined Parking/Storage/Bicycle Unit shall also be assigned by said lessee to the transferee or new owner of such Residential Unit, Retail Unit, or unit or space in 100 Davenport at the time of registration of the transfer of title of such unit failing which the lease of such Designated Parking Unit or Designated Combined Parking/Storage/Bicycle Unit shall be automatically terminated and of no further force and effect and the Designated Parking Unit and Designated Combined Parking/Storage/Bicycle Unit which is the subject of such lease shall thereupon revert to the lessor thereof.
- (j) Where the lessee of a Designated Parking Unit or a Designated Combined Parking/Storage/Bicycle Unit is an owner of a Residential Unit, Retail Unit, or unit or space in 100 Davenport and such lessee is deprived of possession and/or ownership of

his Residential Unit, Retail Unit, or unit or space in 100 Davenport through a legal action by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said Residential Unit, Retail Unit, unit or space in 100 Davenport, then such lease shall be deemed to be in default and shall thereupon be automatically terminated and of no further force and effect whereupon the Designated Parking Unit and Designated Combined Parking/Storage/Bicycle Unit which is the subject of such lease shall automatically revert to the lessor thereof.

- (k) Any instrument or other document purporting to effect a sale, transfer, assignment, lease or other conveyance of any Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Parking Unit or Designated Combined Parking/Storage/Bicycle Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.
- (l) Three (3) of the Parking Units, being Unit 30 on Level C, Unit 34 on Level D and Unit 34 on Level E are designated for the disabled (hereinafter, the **"Disabled Parking Unit(s)"**) these Disabled Parking Units shall be subject to the following:
 - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - (ii) When a disabled driver requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (m) Notwithstanding anything contained in this Declaration to the contrary, the Declarant, and its agents and contractors shall be entitled to unrestricted access to the Common Elements to permit the installation and retrofitting of hydro-electrical service to any one or more of Parking Units 1 to 17 inclusive on Level B (the **"Energized Parking Units"**), to permit the installation and connection of electrical high voltage receptacles for use by a motor vehicle that contains an engine that operates in part, or solely by an electrical battery, if the Declarant, in its sole discretion, and without any obligation to do so elects to install same. The Corporation shall not take any action which in any manner adversely affects the rights of the Declarant to access the Common Elements to install and connect the hydro-electricity service and connections at any time and from time to time. If, as and when such electrical receptacles have been installed, the Owner of an Energized Parking Unit that connects his motor vehicle to such electrical receptacle shall be required to pay a monthly charge to the Corporation for the use of such electricity, as determined by the Corporation, in addition to his monthly common expenses. Any failure by such Owner to pay such amounts charged by the Corporation in this regard shall be treated in the same manner as a default in payment of common expenses, including all rights available to the Corporation in such event.

4.6 Use of Driveway Unit, Temporary Designated Parking Units and Knockout Panel Unit

As set out in Article 13.00, the Declarant and the owner of 100 Davenport may elect, in their sole and unfettered discretion and without any obligation to do so, to design the building to be constructed at 100 Davenport such that access to and from the underground garage at 100 Davenport would be via the Driveway Unit, the Temporary Designated Parking Units, the Knockout Panel Unit, below Blackmore Street, to and from 100 Davenport, all as more particularly to be set out in the Shared Facilities Agreement.

The Driveway Unit and Knockout Panel Unit shall be used for the purposes for which they were designed by the owner thereof. The Declarant shall retain title to the Knockout Panel Unit until such time, if any, as the connection between 100 Davenport and the Property is completed and in use, at which point it shall convey the Knockout Panel Unit to the Corporation as to an undivided 99% interest and to the owner of 100 Davenport (or any condominium corporation created with respect thereto) as to the remaining undivided 1% interest, as tenants-in-common.

The Driveway Unit will be conveyed to the Corporation within ninety (90) days following registration of this Declaration as to an undivided 99% interest with the owner of 100 Davenport (or any condominium corporation created with respect thereto) to be conveyed an undivided 1% interest, as tenants-in-common. The Declarant, and the owner of 100 Davenport shall be entitled to use the Temporary Designated Parking Units in the same manner as the Designated Parking Units with the exception that upon completion and use of the connection between 100 Davenport and the Property through the Knockout Panel Unit, the Temporary Designated Parking Units shall cease to be used for parking purposes and shall thereafter be used, together with the Driveway Unit and Knockout Panel Unit for ingress and egress pursuant to the Shared Facilities Agreement, at which time an undivided 99% interest in the Temporary Designated Parking Units will be conveyed to the Corporation and an undivided 1% interest to the owner of 100 Davenport (or any condominium corporation created with respect thereto), as tenants-in-common, as more particularly set out in the Shared Facilities Agreement.

For greater certainty, notwithstanding the ownership of the Driveway Unit, Temporary Designated Parking Units and Knockout Panel Unit, all costs and expenses relating thereto of any nature whatsoever, and included as Shared Facilities Costs, shall be payable by the Corporation as to 100% until the completion and use of the said underground connection between 100 Davenport and the Property, and thereafter shall be governed by the provisions of the Shared Facilities Agreement.

4.7 Use of Wine Cellar Units

- (a) Wine Cellar Units shall only be used for storage of beverages, including without limitation, wine and spirits by the owners of Residential Units, the Declarant or the Corporation.
- (b) Notwithstanding the provisions of this paragraph, any Wine Cellar Unit owned by the Declarant or in the event the Corporation becomes the Owner of Wine Cellar Unit(s), either the Declarant or the Board may, from time to time, designate the Wine Cellar Unit(s) for alternative uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the City and in the case of Wine Cellar Units owned by the Corporation only, approved by the requisite number of Owners at a meeting duly called for that purpose.
- (c) It is anticipated that the Wine Cellar Units shall contain a wine refrigerator that will chill the beverages contained therein, said refrigerator to be provided by the Declarant. The refrigerator and its appurtenances shall not form part of the Wine Cellar Unit. Only wine refrigerators that meet manufacturer's specifications and have been approved in writing by the Declarant and Board shall be permitted in the Wine Cellar Units.
- (d) The Corporation and the Declarant shall in no way be responsible or liable for the spoilage or wastage of any beverages stored within the refrigerators situated within the Wine Cellar Units nor for the breakage, destruction or harm to any bottles or containers stored within such refrigerators, whether due to an act of God or any act or omission of the Declarant or Corporation, including any negligent acts or omissions. The maintenance, repair and replacement of the refrigerators shall be the sole responsibility of the respective Owners of the Wine Cellar Units and such Owners shall perform such maintenance, repair and replacement as would a prudent owner. The owners of the Wine Cellar Units shall be responsible for the payment of hydro-electrical service to the wine refrigerators in the Wine Cellar Units (based upon their proportionate share of the submetered hydro-electricity service to such Wine Cellar Units and exclusive use common element areas, being $1/38^{\text{th}}$ of such hydro-electricity costs (based on a total of 38 Wine Cellar Units).
- (e) The Wine Cellar Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, transfer, lease, assignment or other conveyance of the Wine Cellar Units

shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit.

- (f) Any Wine Cellar Unit leased to an owner of a Residential Unit, shall provide that upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of such Wine Cellar Unit shall also be assigned by the said lessee to the transferee or new owner of such Residential Unit at the time of registration of the transfer of title to the said Residential Unit, failing which the lease of such Wine Cellar Unit shall be automatically terminated and of no further force and effect, and the Wine Cellar Unit which is the subject of such lease shall thereupon revert to the lessor thereof.
- (g) Where the lessee of a Wine Cellar Unit (which for greater certainty must be an owner of a Residential Unit), is deprived of possession and/or ownership of his Residential Unit through any legal action by any party holding a registered mortgage, charge, execution, lien or other encumbrance against said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force and effect, whereupon the Wine Cellar Unit which is the subject of such lease shall automatically revert to the lessor thereof.
- (h) Any instrument or other document purporting to effect a sale, transfer, assignment, lease or other conveyance of any Wine Cellar Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.

4.8 Requirements for Renting Units

- (a) Where an Owner leases his Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for payment of Common Expenses unless notified by the Corporation that the Owner is in default in payment of Common Expenses, in which case, the tenant shall deduct, from the rent payable to the Owner, the Owners' share of Common Expenses and shall pay the same to the Corporation.
- (d) Any Owner renting his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which shall be joint and several with its tenant.
- (e) No Owner shall rent his Residential Unit for a period of less than twelve (12) months.
- (f) No Owner shall rent his Unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant to the following effect:

"I, _____, covenant and agree that I, the members of my household, patrons, invitees and guests (as applicable) from time to time will, in using the unit rented by me, and the Common Elements, comply with the Condominium Act, 1998, the Declaration and Rules and Regulations and the By-Laws of the Corporation during the term of my rental".

4.9 Guest Suite Unit

- (a) The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the Owners and tenants of the Residential Units and a service/cleaning charge will be paid, in advance for each night of occupancy thereof, in accordance with the

Rules. The use of Guest Suite Unit shall be subject to the terms and provisions of the By-laws, Rules and applicable municipal by-laws and regulations pertaining to the Property.

- (b) The Guest Suite Unit (and the furnishings contained therein) shall be conveyed to the Condominium within thirty (30) days following registration of this Declaration, at a purchase price of Three Hundred Thousand (\$300,000.00) Dollars, inclusive of HST, the total purchase price to be secured by a first mortgage on the Guest Suite Unit from the Corporation to the Declarant. The mortgage will be for a term of fifteen (15) years. The mortgage shall bear interest at the rate of five (5%) percent per annum calculated half-yearly, not in advance and payable in monthly instalments of principal and interest based upon a fifteen (15) year amortization. Upon the subsequent transfer of the Guest Suite Unit, the mortgage shall immediately become due and payable in full. The mortgage will be fully open for repayment without notice, penalty or bonus.

ARTICLE 5.00 - MAINTENANCE AND REPAIRS

5.1 Maintenance and Repairs By Owners

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage, all at its own expense. Without limiting the generality of the forgoing, each Owner shall maintain:
 - (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
 - (ii) the interior surface of all windows in his or her Residential Unit and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by a terrace or balcony and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - (iii) and repair the interior and exterior surface of all windows and doors in his or her Retail Unit;
 - (iv) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his or her Unit only;
 - (v) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and which service the Unit;
 - (vi) their Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, Temporary Designated Parking Units, Storage/Bicycle Unit and/or Wine Cellar Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same;
 - (vii) the balcony and/or terrace to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use balcony and/or terrace) and the Owner shall maintain, repair and replace all flooring materials installed on such balcony and/or terrace by the Declarant or Corporation;
 - (viii) the refrigerators (where applicable) located within the Wine Cellar Units;
 - (ix) and repair gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services.
- (b) Without limiting the generality of Section 5.1(a) the Owner of Unit 1 on Level 25 shall maintain the exclusive use rooftop common element area save and except the roof membrane and structure to which his unit has exclusive use including without limitation repairing, replacing and maintaining the pool, equipment and all appurtenances relating thereto.

For greater certainty, the Corporation shall be required to repair, replace and maintain the roof membrane and structure and all roof components, unless damaged by the acts or omissions of the owner of Unit 1 Level 25 or its tenants or occupants.

- (c) Each Residential Unit Owner shall repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only (to the shut-off valve), provided that any workers effecting such repairs or replacements are approved by the Board or the Manager prior to the commencement of such work. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. If the Corporation makes provisions in its annual budget for the repair and/or replacement of the heating system or appurtenant equipment, servicing each Unit, such costs shall be allocated as part of the Common Expenses.
- (d) The Corporation shall make any repairs that an Owner is obligated to make and if such Owner does not make such repairs within a reasonable time, such Owner shall be deemed to have consented to having repairs done to its Residential Unit, Retail Unit, and/or Exclusive Use Common Elements by the Corporation; and such Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of fifteen (15%) percent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

5.2 Repairs and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Parking Units, Combined Parking/Storage/Bicycle Units, Designated Parking Units, Designated Combined Parking/Storage/Bicycle Units, Driveway Unit, Temporary Designated Parking Units and Knockout Panel Unit and the Common Elements at its own expense and shall be responsible for the maintenance and repair of Exclusive Use Common Elements, however, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to Section 5.1.
- (b) While Owners are responsible for replacement and repair, the Corporation shall maintain the heating, air conditioning and ventilation equipment of the Residential Units, with such periodic maintenance to include regularly scheduled inspections of all such equipment and the cleaning and replacement of air filters. The Corporation shall ensure compliance with common industry practice with regard for the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair.

5.3 Responsibility of Owners for Damage

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

ARTICLE 6.00 - INDEMNIFICATION

6.1 Indemnification by Owners

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from

or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward Common Expenses payable by such Owner and shall be recoverable as such.

ARTICLE 7.00 - DAMAGE

7.1 Procedure Where Damage Occurs

Where the Board, pursuant to Section 123 of the Act, has determined that there has been substantial damage to 25% of all the buildings and structures located on the Property, a meeting of the Owners shall be called for the purpose of voting for termination.

7.2 Plans and Specifications

A copy of the complete set of "record" (as-built) architectural and structural plans and specifications for the Condominium given to the Board by the Declarant, together with plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit with the prior consent in writing of the Board, shall be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the building and for the use of any Owner.

ARTICLE 8.00 - DECLARANT RIGHTS

8.1 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding the Rules and By-laws it is expressly stipulated and declared that:

- (a) The Declarant and its authorized agents, representatives and invitees shall have free, unlimited and uninterrupted access to and egress from all parts of the Common Elements until the completion of the sales of and the transfer of title to all Units, for the purposes of gaining access to Units owned by the Declarant, for the purposes of gaining entry to and transporting materials and goods to any Unit for the purposes of completing and finishing the same, for the purposes of administering and implementing any customer service program, for the purpose of responding to and rectifying any claims submitted to the Declarant pursuant to the Ontario New Home Warranties Plan Act or otherwise in respect of outstanding construction matters (including effecting repairs to the Common Elements) and for the purposes of showing unsold Units to persons interested in the same;
- (b) The Declarant and its authorized agents, representatives and invitees shall be entitled to erect and maintain signs for marketing and sales purposes upon any portion of the Common Elements and within or outside any unsold Units pursuant to the Declarant's ongoing marketing and sales program in connection with the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole discretion until such time as all Units are sold, conveyed and/or leased.
- (c) The Declarant and its authorized agents, representatives and invitees shall be entitled to use and occupy any portion of the Property for the Declarant's marketing and sales program, and to erect and maintain sales and construction offices thereon at such locations as the Declarant may select in its sole discretion until such time as all Units are sold, conveyed and/or leased. The cost of erecting, maintaining and dismantling the sales and construction offices shall be borne by the Declarant but the Declarant shall not be charged for the use of the space so occupied nor for any utility services supplied thereto, which cost shall be the responsibility of the Corporation, nor shall the Corporation or anyone acting on behalf of the Corporation prevent or interfere with the provision of utility services to the sales and construction office.
- (d) The Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the rights of the Declarant and its authorized agents, representative and/or invitees over the Common Elements and Units, as described in this Section.

ARTICLE 9.00 - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

9.1 Insurance Trustee

The Corporation may enter into an agreement with an Insurance Trustee, which shall be a trust company registered under the Loan and Trust Corporations Act, or shall be a chartered bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of 15% of the replacement cost of the Property covered by policy payable to the Corporation;
- (b) subject to the provisions of Section 100(1) of the Act, the Insurance Trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and Unit Owners' respective obligations to repair in accordance with the provisions of the Insurance Trust Agreement;
- (c) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

In the event that the Corporation is unable to enter into such agreement with such trust company or such chartered bank by reason of their refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

In the event that:

- (i) the Corporation is obligated to repair any Unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (ii) there is no obligation by the Corporation to repair any Unit in accordance with the provisions of the Act and if there is termination in accordance with the provisions of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such Unit in accordance with the priorities thereof;
- (iii) the Board, in accordance with the provisions of the Act, determines that:
 - (A) there has not been substantial damage to twenty five (25%) percent of the building; or
 - (B) there has been substantial damage to twenty five (25%) percent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) percent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

ARTICLE 10.00 - INSURANCE

10.1 By the Corporation

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

- (a) Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events, as the Board may from time to time deem advisable, insuring:
 - (i) the Property and building, but excluding improvements made or acquired by an Owner; and
 - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

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

- (b) Insurance against damage to personal property owned by the Corporation, but not including furnishings, furniture or other personal Property supplied or installed by the Owners or occupants of Units, in an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the Common Expenses payable in respect of such Owner's Unit.
- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.
- (e) Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the Insurance Trust Agreement and shall contain the following provisions:

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

10.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing authorize an Owner to adjust any loss to its Unit.
- (b) The mortgagee in every mortgage registered against the security of any Unit shall be deemed to have waived any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application to the proceeds of any insurance policy or policies towards the repair of the Property pursuant to the provisions of this Declaration. This Section 10.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right and also to the right of any mortgagee to receive the proceeds of any insurance policy if the Property is not repaired.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation or to direct that loss shall be payable in any manner other than as provided in this Declaration and the Act.
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article 9.00; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

10.3 **By the Owner**

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at their own expense:
 - (i) Insurance on any additions or improvements or betterments made or acquired by the Owner with respect to its Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within its Unit, and his personal property and chattels stored elsewhere on the Property, including his or her automobile or automobiles, and for loss of use and occupancy of its Unit and business interruption in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its Manager, agents, employees and servants, and against the Owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.

10.4 **Indemnity Insurance for Directors and Officers of the Corporation**

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

ARTICLE 11.00 - AGREEMENT AND UNDERTAKING

11.1 **Agreement and Undertaking**

- (a) The owner of 100 Davenport and the Corporation will enter into the Agreement and Undertaking pursuant to which the Corporation agrees and undertakes that it will not directly or indirectly object to or oppose any development application to the appropriate governmental authorities by the owner of 100 Davenport or its related or associated corporations(s) or their successors and assigns with regards to the development of 100 Davenport.
- (b) Pursuant to the Agreement and Undertaking, 100 Davenport shall act as attorney for the Corporation pursuant to the *Powers of Attorney Act* to withdraw any objection made in breach of this Section.
- (c) The Agreement and Undertaking shall be entered into by the parties forthwith following registration of this Declaration.

ARTICLE 12.00 - ACCESS AGREEMENT

12.1 **Access Agreement**

- (a) The owner of 100 Davenport and the Corporation will enter into the Access Agreement pursuant to which the Corporation agrees and undertakes to permit the owner of 100 Davenport to access the Property to perform, inter alia, the following activities in connection with the development of 100 Davenport:

- (A) installation of tie-back soil anchors and ancillary installations within the below-grade portions of the Property;
 - (B) placement of lateral structural supports upon the Property;
 - (C) erection of temporary hoarding and/or fencing upon the Property; and
 - (D) the swinging of cranes above a portions of the Property.
- (b) The Access Agreement shall be entered into by the parties forthwith following registration of this Declaration.

ARTICLE 13.00 - SHARED FACILITIES

13.1 Control, Operations, Budgeting and Cost-sharing of the Shared Facilities

- (a) The Shared Facilities shall be used only by the Corporation, Owners of Units (and by their respective families, guests, tenants and invitees), visitors to the Condominium, and the owners of 100 Davenport including any condominium created thereon (and their unit owners, tenants, patrons and invitees), in accordance with the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto pursuant to the Shared Facilities Agreement, save for any reasonable controls or restrictions imposed on access thereto.
- (b) All Shared Facilities Costs shall be payable by the Corporation, as to 100% until the completion and use of the underground connection between 100 Davenport and the Property, and thereafter shall be governed by the provisions of the Shared Facilities Agreement, as set out in Section 4.6. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the Owners or parties to the Shared Facilities Agreement. It is intended that the Driveway Unit be transferred to the Corporation as to an undivided 99% interest and to the owner of 100 Davenport as to the remaining 1% undivided interest, however the obligations with respect thereto shall be as previously set out, notwithstanding such ownership interests. The Temporary Designated Parking Units and the Knockout Panel Unit shall be retained by the Declarant until such time as a 99% undivided interest in same shall be conveyed to the Corporation, in accordance with the provisions of Section 4.6.
- (c) The Shared Facilities Agreement shall be entered into by the parties following the registration of this Declaration.

ARTICLE 14.00 - DUTIES OF THE CORPORATION

14.1 Duties of the Corporation

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

- (a) to accept and register the transfer/deed from the Declarant of the Guest Suite Unit and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyances including payment of all land transfer taxes, all without cost to the Declarant;
- (b) in the event that the Declarant, in its sole discretion and without any obligation to do so, conveys any unsold Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Parking Unit, Designated Combined Parking/Storage/Bicycle Unit, Temporary Designated Parking Unit, Storage/Bicycle Unit, Wine Cellar Unit or any other unit to the Corporation at any time, the Corporation shall register transfer/deeds of same (and pay all land transfer taxes and registration fees) and execute all documentation as may be required by the Declarant in this regard, all without cost to the Declarant;

- (c) to ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant (and ultimately the Corporation) to construct, complete, maintain and repair the Property including without limitation the hydro-electrical connections to the Energized Parking Units;
- (d) to assume and/or enter into the Access Agreement, Agreement and Undertaking and Shared Facilities Agreement as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, and their respective tenants, families, guests and/or invitees) with all terms and provisions contained in such agreements in addition to complying (and insofar as possible compelling the observance and/or compliance by all Owners, and their respective families, guests, tenants and/or invitees with all the requirements in the Act, and all of the terms and provision set forth in this Declaration and By-laws of the Corporation;
- (e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to use portions of the Common Elements for its marketing, sale, rental, construction and customer service programs, as herein provided, including without limitation the hydro-electrical connections to the Energized Parking Units;
- (f) 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 or any other governmental authority relating thereto, if so required by the City or other governmental authority (collectively the "**Municipal Agreements**") including without limitation concerning the planting, landscaping, and seasonal cultivation and maintenance and repair of the planters on the City lands abutting the Property in accordance with the approved landscaping plans;
- (g) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Declarant or the City or other governmental authority pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no event later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a By-law;
- (h) to grant, immediately after the registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and 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 from time to time and if so requested by the grantees of such easements, to enter into an agreement with the utility or cable television supplier pertaining to the provision of their services to the Units and for such purposes shall enact such By-laws as may be required to sanction the foregoing;
- (i) when the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act* R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act* R.S.O. 1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the

Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act.

- (j) 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.
- (k) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE 15.00 - GENERAL MATTERS AND ADMINISTRATION

15.1 Rights of Entry

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limiting the generality of the forgoing, for the purpose 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 or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owners of such Units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors which may be located within Exclusive Use Common Elements.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of repairing the Unit, Common Elements or part of the Common Elements over which any Owner has the exclusive use of for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner, resident or tenant shall not be personally present to grant entry to its Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks to each Unit. No Owner shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner has the exclusive use unless the new lock is mastered to the master lock held by the Corporation for all such Units.
- (e) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents do not impose any responsibility or liability whatever for the care or

supervision of any Unit, except as specifically provided in this Declaration or the By-laws.

15.2 Invalidity

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

15.3 Waiver

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

15.4 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each Owner at his respective Unit or at such other address as is given by the Owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the second business day following the day on which it was mailed. Any Owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.

15.5 Construction of Declaration

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

15.6 Headings

The headings in the body of this Declaration form no part of the Declaration, but are inserted for convenience of reference only.

DATED at Toronto, this 20th day of November, 2012.

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

SEVENTY-SIX DAVENPORT GP LTD.

Per: _____
 Name: JULIE DI LORENZO
 Title: A.S.O.

I have authority to bind the Corporation

SCHEDULE "A"

In the City of Toronto, in the Province of Ontario being composed of:

FIRSTLY

Part of Lots 5 and 6, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan 255E and Part of Lot 1 on a plan registered in the said Registry Division as Plan 303Y, designated as Parts 4 and 5 on a plan of survey of record deposited in the Land Titles Division of the said Registry Office as Plan 66R-24353.

SUBJECT TO an easement in favour of Rogers Communications Inc. for the purposes as set out in Instrument AT 2777444.

Being all of P.I.N. 21195-0129 (LT)

SECONDLY

Part of Lane on said Registered Plan 255E, closed by City of Toronto By-law No. 485-2008 as in Instrument AT1830646, designated as Part 3 on a plan of survey of record deposited in the Land Titles Division of the said Registry Office as Plan 66R-25248, save and except PART 4 on Plan 66R-26329.

TOGETHER WITH an easement over part of Lane on Registered Plan 255E (closed by City of Toronto By-Law No. 485-2008, as in Instrument AT 1830646), designated as PART 4 on Plan 66R-26329, until such time the said PART 4 has been dedicated for Public Highway purposes as in Instrument AT 3150865.

SUBJECT TO an easement over PART 5 on Plan 66R-26329, in favour of Part of Lane on Registered Plan 255E, (closed by City of Toronto By-Law No. 485-2008 as in Instrument AT 1830646) designated as PART 4 on Plan 66R-26329, as in Instrument AT 3150865.

SUBJECT TO an easement in favour of Rogers Communications Inc., for purposes as set out in Instrument AT 2777444.

Being All of P.I.N. 21195-0139 (LT)

THIRDLY

All of Lots 5 and 6 and Part of Lot 4, according to a plan registered in the Registry Division of the said Land Registry Office as Plan 680E, Part of Lot 21, Concession 2, From The Bay and formerly the Township of York, County of York, and Part of Lots 1 to 4 inclusive on Plan 255E designated as Parts 1 and 2 on said Plan 66R-25248, save and except PART 1 on Plan 66R-26329.

TOGETHER WITH an easement over part of Lot 4, Registered Plan 680E and part of Lot 21, Concession 2, From the Bay, designated as PART 1 on Plan 66R-26329, until such time the said PART 1 has been dedicated for Public Highway purposes as in Instrument AT 3150865.

SUBJECT TO an easement in favour of Rogers Communications Inc., for purposes as set out in Instrument AT 2777444.

SUBJECT TO an easement in gross in favour of the City of Toronto over Part of Lots 4, 5 and 6, on said Registered Plan 680E, Part of Lots 1, 2, 3 and 4 on said Registered Plan 255-E and Part of Lot 21, Concession 2, From the Bay, designated as PART 3 on Plan 66R-26329, for the purposes as more particularly set out in Instrument AT 3150861.

A-2

SUBJECT TO an easement over PART 2 on Plan 66R-26329, in favour of Part of Lot 4 on Registered Plan 680E and Part of Lot 21, Concession 2, From the Bay, designated as PART 1 on Plan 66R-26329 until such time the said PART 1 has been dedicated for Public Highway purposes, as set out in Instrument AT 3150865.

Being all of P.I.N. 21195-0141 (LT)

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

Fraser Milner Casgrain LLP
Duly authorized representatives for
SEVENTY-SIX DAVENPORT GP LTD.

Nov 27, 2012
Dated

Per: 

Jules Mikelberg

SCHEDULE "B"


MORTGAGEE'S CONSENT

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

1. The undersigned having a registered Charge within the meaning of clause B of Subsection 2 of Section 7 of the *Condominium Act* registered on September 4, 2009 as Instrument No. AT2169018 and Assignment of Rents AT2169019, in the Land Registry Office for the Land Titles Division of Toronto (No. 66), hereby consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land described in the description.
2. The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
3. The undersigned is entitled by law to grant this consent and postponement.

Dated this 6th day of November, 2012.

CANADIAN MORTGAGE CAPITAL CORPORATION

Per: 
 Name: Robert Goodall
 Title: President

Per: _____
 Name: _____
 Title: _____

I/We have the authority to bind the corporation.

SCHEDULE "B-1"

MORTGAGEE'S CONSENT

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

1. The undersigned having a registered Charge within the meaning of clause B of Subsection 2 of Section 7 of the *Condominium Act* registered on September 8, 2009 as Instrument No. AT2170455, in the Land Registry Office for the Land Titles Division of Toronto (No. 66), hereby consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land described in the description.
2. The undersigned postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.
3. The undersigned is entitled by law to grant this consent and postponement.

Dated this 5 day of Nov, 2012.

AVIVA INSURANCE COMPANY OF CANADA

Per: 

Name: **Brian Argue**
Title: **Senior Manager**

Per: _____

Name: _____
Title: _____

I/We have the authority to bind the corporation.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Retail Unit, Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, Temporary Designated Parking Unit, Storage/Bicycle Unit, Wine Cellar Unit, Driveway Unit and Knockout Panel Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 4 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 8 inclusive on Level 2, Units 1 to 10 inclusive on Level 3, Units 1 to 6 inclusive on Level 4, Units 1 to 4 inclusive on Levels 5 to 19 inclusive and 21, Units 1 to 3 inclusive on Levels 20 and 22, Unit 1 on Levels 23 and 25 and Units 1 and 2 on Level 24).

2. **BOUNDARIES OF THE GUEST SUITE UNIT**

(being Unit 9 on Level 2).

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

- i) the upper surface and plane of the concrete floor slab and production.
- ii) the lower surface and plane of the concrete ceiling slab and production.
- iii) the upper and lower surface and plane of the floor slabs between storeys in Unit 1 on Level 25.

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

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

3. **BOUNDARIES OF THE RETAIL UNITS**

(being Units 1 and 2 on Level 1).

a) Each Retail Unit is bounded vertically by:

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

- b) Each Retail Unit is bounded horizontally by:
- i) the unfinished exterior surfaces and planes of the exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the exterior surfaces of all glass panels contained therein.
 - ii) the unit side surface and plane of the concrete or concrete block walls and production.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 2 and 5 to 20 inclusive, 22 to 25 inclusive, 27 to 55 inclusive and 57 to 60 inclusive on Level C, Units 1 to 3 inclusive, 5 to 23 inclusive, 25 to 29 inclusive, 31 to 55 inclusive and 58 to 60 inclusive on Level D, Units 1 to 23 inclusive, 25 to 29 inclusive, 31 to 37 inclusive and 39 to 52 inclusive on Level E and Unit 1 on Level F).

4a. **BOUNDARIES OF THE DESIGNATED PARKING UNITS**

(being Units 1 to 18 inclusive and 21 to 23 inclusive on Level B and Units 1, 3 and 4 on Level C).

4b. **BOUNDARIES OF THE COMBINED PARKING/ STORAGE/BICYCLE UNITS**

(being Units 21, 26 and 56 on Level C, Units 4, 24, 30, 56 and 57 on Level D, Units 24, 30 and 38 on Level E and Unit 2 on Level F).

4c. **BOUNDARIES OF THE DESIGNATED COMBINED PARKING /STORAGE/ BYCYCLE UNITS**

(being Units 19 and 20 on Level B).

4d. **BOUNDARIES OF THE TEMPORARY DESIGNATED PARKING UNITS**

(being Units 24 and 25 on Level B).

- a) Each Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit and Temporary Designated Parking Unit are bounded vertically by:
- i) the upper surface and plane of the concrete garage slab and production.
 - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit and Temporary Designated Parking Unit is bounded horizontally by:
- i) the vertical plane established by measurement.
 - ii) the vertical plane established by the line and face of concrete columns and the production thereof.
 - iii) the vertical plane established by the centre-line of columns and the production thereof.
 - iv) the unit side surface of concrete or concrete block wall and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and production thereof.

- vi) the vertical plane established by measurement and perpendicular to the concrete or concrete block wall.

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

(being 26 and 27 on Level B, Units 61 to 92 inclusive on Level C, Units 61 to 106 inclusive on Level D, Units 53 to 83 inclusive on Level E and Units 3 to 10 inclusive on Level F).

- a) Each Storage/Bicycle Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Storage/Bicycle Unit is bounded horizontally by:
 - i) the unit side surface and plane of the exterior door and door frame, the said door being in a closed position.
 - ii) The unit side surface and plane of the concrete or concrete block wall and production thereof.

6. **BOUNDARIES OF THE WINE CELLAR UNITS**

(being 1 to 38 inclusive on Level A).

- a) Each Wine Cellar Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Wine Cellar Unit is bounded horizontally by:
 - i) the back side surface and plane of the drywall sheathing and production on walls, separating the Unit from another Unit or the Common Element.
 - ii) the vertical plane established by measurement and perpendicular to the drywall.

7. **BOUNDARIES OF THE DRIVEWAY UNIT**

(being Unit 3 on Level 1).

- a) The Driveway Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage roof slab and production.
 - ii) the upper surface and plane of the concrete garage ramp and floor slab and production.
 - iii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage roof slab, the concrete garage ramp and floor slab.

- b) The Driveway Unit is bounded horizontally by:
- i) the vertical plane defined by the line and face of concrete columns and the production thereof on Level B.
 - ii) the unit side surface and plane of the concrete ramp walls and production.
 - iii) the backside surface and plane of the concrete curb and production on Level 1.
 - iv) the property limit.
 - v) the vertical plane established by measurement.


8. **BOUNDARIES OF THE KNOCKOUT PANEL UNIT**

(being Unit 28 on Level B).

- a) The Knockout Panel Unit is bounded vertically by:
- i) the lower surface and plane of the concrete garage roof slab and production.
 - ii) the upper surface and plane of the concrete garage floor slab and production.
- b) The Knockout Panel Unit is bounded horizontally by:
- i) the exterior surface and plane of the concrete Knockout Panel Unit.
 - iii) the property limit.

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 4 inclusive of the Description.

November 23, 2012
Dated



R. Avis,
Ontario Land Surveyor

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

THE FLORIAN
The Residence of Upper Yorkville

SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
Residential Units				
1	2	201	0.538922%	0.529821%
2	2	202	0.540268%	0.531145%
3	2	203	0.471613%	0.463649%
4	2	204	0.375585%	0.369243%
5	2	205	0.351802%	0.345862%
6	2	206	0.334751%	0.329098%
7	2	207	0.776747%	0.763631%
8	2	208	0.708541%	0.696576%
1	3	301	0.756106%	0.743338%
2	3	302	0.434817%	0.427475%
3	3	303	0.514691%	0.505999%
4	3	304	0.473856%	0.465855%
5	3	305	0.375585%	0.369243%
6	3	306	0.351354%	0.345421%
7	3	307	0.334751%	0.329098%
8	3	308	0.747580%	0.734956%
9	3	309	0.982265%	0.965678%
10	3	310	1.024894%	1.007587%
1	4	401	0.756106%	0.743338%
2	4	402	1.040151%	1.022586%
3	4	403	0.728734%	0.716428%
4	4	404	0.459497%	0.451738%
5	4	405	0.928417%	0.912740%
6	4	406	0.918994%	0.903476%
1	5	501	0.874570%	0.859802%
2	5	502	0.700464%	0.688636%
3	5	503	1.255989%	1.234780%
4	5	504	1.047330%	1.029645%
1	6	601	0.874570%	0.859802%
2	6	602	0.700464%	0.688636%
3	6	603	1.183743%	1.163754%
4	6	604	0.985855%	0.969207%
1	7	701	0.874570%	0.859802%
2	7	702	0.700464%	0.688636%
3	7	703	1.183743%	1.163754%
4	7	704	0.985855%	0.969207%
1	8	801	0.874570%	0.859802%
2	8	802	0.700464%	0.688636%
3	8	803	1.183743%	1.163754%
4	8	804	0.985855%	0.969207%
1	9	901	0.874570%	0.859802%
2	9	902	0.700464%	0.688636%
3	9	903	1.183743%	1.163754%
4	9	904	0.985855%	0.969207%
1	10	1001	0.874570%	0.859802%
2	10	1002	0.700464%	0.688636%
3	10	1003	1.183743%	1.163754%
4	10	1004	0.985855%	0.969207%
1	11	1101	0.874570%	0.859802%
2	11	1102	0.700464%	0.688636%
3	11	1103	1.183743%	1.163754%
4	11	1104	0.985855%	0.969207%
1	12	1201	0.874570%	0.859802%
2	12	1202	0.700464%	0.688636%

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SCHEDULE D

			% CONTRIBUTION to COMMON EXPENSE	% INTEREST IN COMMON ELEMENT
UNIT #	LEVEL	SUITE #		
3	12	1203	1.183743%	1.163754%
4	12	1204	0.985855%	0.969207%
1	13	1401	0.874570%	0.859802%
2	13	1402	0.700464%	0.688636%
3	13	1403	1.183743%	1.163754%
4	13	1404	0.985855%	0.969207%
1	14	1501	0.874570%	0.859802%
2	14	1502	0.700464%	0.688636%
3	14	1503	1.183743%	1.163754%
4	14	1504	0.985855%	0.969207%
1	15	1601	0.874570%	0.859802%
2	15	1602	0.698220%	0.686430%
3	15	1603	0.415522%	0.408505%
4	15	1604	1.756769%	1.727103%
1	16	1701	0.874570%	0.859802%
2	16	1702	0.700464%	0.688636%
3	16	1703	1.183743%	1.163754%
4	16	1704	0.985855%	0.969207%
1	17	1801	0.874570%	0.859802%
2	17	1802	0.668155%	0.656873%
3	17	1803	1.215603%	1.195076%
4	17	1804	0.985855%	0.969207%
1	18	1901	0.874570%	0.859802%
2	18	1902	0.668155%	0.656873%
3	18	1903	1.215603%	1.195076%
4	18	1904	0.985855%	0.969207%
1	19	2001	0.874570%	0.859802%
2	19	2002	0.668155%	0.656873%
3	19	2003	1.215603%	1.195076%
4	19	2004	0.985855%	0.969207%
1	20	2101	1.542726%	1.516675%
2	20	2102	1.215603%	1.195076%
3	20	2103	0.985855%	0.969207%
1	21	2201	0.874570%	0.859802%
2	21	2202	0.668155%	0.656873%
3	21	2203	1.215603%	1.195076%
4	21	2204	0.985855%	0.969207%
1	22	2301	0.874570%	0.859802%
2	22	2302	1.881964%	1.850184%
3	22	2303	0.985855%	0.969207%
1	23	2401	3.338982%	3.282599%
1	24	2501	1.509520%	1.484029%
2	24	2502	1.797603%	1.767248%
1	25	2601	2.724674%	2.678664%
Retail Units				
1	1		0.175340%	1.031408%
2	1		0.142266%	0.836862%
Driveway				
3	1		0.000000%	0.000001%
Guest Suite				
9	2	209	0.000000%	0.000001%

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SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
38 Wine Cellars				
1	A		0.008618%	0.008618%
2	A		0.008618%	0.008618%
3	A		0.008618%	0.008618%
4	A		0.008618%	0.008618%
5	A		0.008618%	0.008618%
6	A		0.008618%	0.008618%
7	A		0.008618%	0.008618%
8	A		0.008618%	0.008618%
9	A		0.008618%	0.008618%
10	A		0.008618%	0.008618%
11	A		0.008618%	0.008618%
12	A		0.008618%	0.008618%
13	A		0.008618%	0.008618%
14	A		0.008618%	0.008618%
15	A		0.008618%	0.008618%
16	A		0.008618%	0.008618%
17	A		0.008618%	0.008618%
18	A		0.008618%	0.008618%
19	A		0.008618%	0.008618%
20	A		0.008618%	0.008618%
21	A		0.008618%	0.008618%
22	A		0.008618%	0.008618%
23	A		0.008618%	0.008618%
24	A		0.008618%	0.008618%
25	A		0.008618%	0.008618%
26	A		0.008618%	0.008618%
27	A		0.008618%	0.008618%
28	A		0.008618%	0.008618%
29	A		0.008618%	0.008618%
30	A		0.008618%	0.008618%
31	A		0.008618%	0.008618%
32	A		0.008618%	0.008618%
33	A		0.008618%	0.008618%
34	A		0.008618%	0.008618%
35	A		0.008618%	0.008618%
36	A		0.008618%	0.008618%
37	A		0.008618%	0.008618%
38	A		0.008618%	0.008618%
24 Designated Parking Units				
1	B		0.029260%	0.029260%
2	B		0.029260%	0.029260%
3	B		0.029260%	0.029260%
4	B		0.029260%	0.029260%
5	B		0.029260%	0.029260%
6	B		0.029260%	0.029260%
7	B		0.029260%	0.029260%
8	B		0.029260%	0.029260%
9	B		0.029260%	0.029260%

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SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
10	B		0.029260%	0.029260%
11	B		0.029260%	0.029260%
12	B		0.029260%	0.029260%
13	B		0.029260%	0.029260%
14	B		0.029260%	0.029260%
15	B		0.029260%	0.029260%
16	B		0.029260%	0.029260%
17	B		0.029260%	0.029260%
18	B		0.029260%	0.029260%
21	B		0.029260%	0.029260%
22	B		0.029260%	0.029260%
23	B		0.029260%	0.029260%
1	C		0.029260%	0.029260%
3	C		0.029260%	0.029260%
4	C		0.029260%	0.029260%
2 Temporary Designated Parking Units				
24	B		0.000001%	0.000001%
25	B		0.000001%	0.000001%
28	B	Knock out Panel	0.000000%	0.000001%
159 Residential Parking Units				
2	C		0.029260%	0.029260%
5	C		0.029260%	0.029260%
6	C		0.029260%	0.029260%
7	C		0.029260%	0.029260%
8	C		0.029260%	0.029260%
9	C		0.029260%	0.029260%
10	C		0.029260%	0.029260%
11	C		0.029260%	0.029260%
12	C		0.029260%	0.029260%
13	C		0.029260%	0.029260%
14	C		0.029260%	0.029260%
15	C		0.029260%	0.029260%
16	C		0.029260%	0.029260%
17	C		0.029260%	0.029260%
18	C		0.029260%	0.029260%
19	C		0.029260%	0.029260%
20	C		0.029260%	0.029260%
22	C		0.029260%	0.029260%
23	C		0.029260%	0.029260%
24	C		0.029260%	0.029260%
25	C		0.029260%	0.029260%
27	C		0.029260%	0.029260%
28	C		0.029260%	0.029260%
29	C		0.029260%	0.029260%
30	C		0.029260%	0.029260%
31	C		0.029260%	0.029260%
32	C		0.029260%	0.029260%
33	C		0.029260%	0.029260%
34	C		0.029260%	0.029260%
35	C		0.014630%	0.014630%

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% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
36	C		0.029260%	0.029260%
37	C		0.029260%	0.029260%
38	C		0.029260%	0.029260%
39	C		0.029260%	0.029260%
40	C		0.029260%	0.029260%
41	C		0.029260%	0.029260%
42	C		0.029260%	0.029260%
43	C		0.029260%	0.029260%
44	C		0.029260%	0.029260%
45	C		0.029260%	0.029260%
46	C		0.029260%	0.029260%
47	C		0.029260%	0.029260%
48	C		0.029260%	0.029260%
49	C		0.029260%	0.029260%
50	C		0.029260%	0.029260%
51	C		0.029260%	0.029260%
52	C		0.029260%	0.029260%
53	C		0.029260%	0.029260%
54	C		0.014630%	0.014630%
55	C		0.014630%	0.014630%
57	C		0.029260%	0.029260%
58	C		0.029260%	0.029260%
59	C		0.029260%	0.029260%
60	C		0.029260%	0.029260%
1	D		0.029260%	0.029260%
2	D		0.029260%	0.029260%
3	D		0.029260%	0.029260%
5	D		0.029260%	0.029260%
6	D		0.029260%	0.029260%
7	D		0.029260%	0.029260%
8	D		0.029260%	0.029260%
9	D		0.029260%	0.029260%
10	D		0.029260%	0.029260%
11	D		0.029260%	0.029260%
12	D		0.029260%	0.029260%
13	D		0.029260%	0.029260%
14	D		0.029260%	0.029260%
15	D		0.029260%	0.029260%
16	D		0.029260%	0.029260%
17	D		0.029260%	0.029260%
18	D		0.029260%	0.029260%
19	D		0.029260%	0.029260%
20	D		0.029260%	0.029260%
21	D		0.029260%	0.029260%
22	D		0.029260%	0.029260%
23	D		0.029260%	0.029260%
25	D		0.029260%	0.029260%
26	D		0.029260%	0.029260%
27	D		0.029260%	0.029260%
28	D		0.029260%	0.029260%
29	D		0.029260%	0.029260%
31	D		0.029260%	0.029260%
32	D		0.029260%	0.029260%
33	D		0.029260%	0.029260%
34	D		0.029260%	0.029260%
35	D		0.029260%	0.029260%

THE FLORIAN
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SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
36	D		0.029260%	0.029260%
37	D		0.029260%	0.029260%
38	D		0.029260%	0.029260%
39	D		0.014630%	0.014630%
40	D		0.029260%	0.029260%
41	D		0.029260%	0.029260%
42	D		0.029260%	0.029260%
43	D		0.029260%	0.029260%
44	D		0.029260%	0.029260%
45	D		0.029260%	0.029260%
46	D		0.029260%	0.029260%
47	D		0.029260%	0.029260%
48	D		0.029260%	0.029260%
49	D		0.029260%	0.029260%
50	D		0.029260%	0.029260%
51	D		0.029260%	0.029260%
52	D		0.029260%	0.029260%
53	D		0.029260%	0.029260%
54	D		0.029260%	0.029260%
55	D		0.029260%	0.029260%
58	D		0.029260%	0.029260%
59	D		0.029260%	0.029260%
60	D		0.029260%	0.029260%
1	E		0.029260%	0.029260%
2	E		0.029260%	0.029260%
3	E		0.029260%	0.029260%
4	E		0.029260%	0.029260%
5	E		0.029260%	0.029260%
6	E		0.029260%	0.029260%
7	E		0.029260%	0.029260%
8	E		0.029260%	0.029260%
9	E		0.029260%	0.029260%
10	E		0.029260%	0.029260%
11	E		0.029260%	0.029260%
12	E		0.029260%	0.029260%
13	E		0.029260%	0.029260%
14	E		0.029260%	0.029260%
15	E		0.029260%	0.029260%
16	E		0.029260%	0.029260%
17	E		0.029260%	0.029260%
18	E		0.029260%	0.029260%
19	E		0.029260%	0.029260%
20	E		0.000000%	0.000001%
21	E		0.029260%	0.029260%
22	E		0.029260%	0.029260%
23	E		0.029260%	0.029260%
25	E		0.029260%	0.029260%
26	E		0.029260%	0.029260%
27	E		0.029260%	0.029260%
28	E		0.029260%	0.029260%
29	E		0.029260%	0.029260%
31	E		0.029260%	0.029260%
32	E		0.029260%	0.029260%
33	E		0.029260%	0.029260%
34	E		0.029260%	0.029260%
35	E		0.029260%	0.029260%

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SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
36	E		0.029260%	0.029260%
37	E		0.029260%	0.029260%
39	E		0.014630%	0.014630%
40	E		0.029260%	0.029260%
41	E		0.029260%	0.029260%
42	E		0.029260%	0.029260%
43	E		0.029260%	0.029260%
44	E		0.029260%	0.029260%
45	E		0.029260%	0.029260%
46	E		0.029260%	0.029260%
47	E		0.029260%	0.029260%
48	E		0.029260%	0.029260%
49	E		0.029260%	0.029260%
50	E		0.029260%	0.029260%
51	E		0.029260%	0.029260%
52	E		0.029260%	0.029260%
1	F		0.029260%	0.029260%

2 Designated Combined Parking/Storage/Bicycle Unit

19	B	0.042265%	0.042265%
20	B	0.042265%	0.042265%

12 Combined Parking/Storage/Bicycle Unit

21	C	0.042265%	0.042265%
26	C	0.042265%	0.042265%
56	C	0.042265%	0.042265%
4	D	0.042265%	0.042265%
24	D	0.042265%	0.042265%
30	D	0.042265%	0.042265%
56	D	0.021133%	0.021133%
57	D	0.042265%	0.042265%
24	E	0.042265%	0.042265%
30	E	0.042265%	0.042265%
38	E	0.042265%	0.042265%
2	F	0.042265%	0.042265%

119 Bicycle/Storage Units

26	B	0.014305%	0.014305%
27	B	0.014305%	0.014305%
61	C	0.014305%	0.014305%
62	C	0.014305%	0.014305%
63	C	0.014305%	0.014305%
64	C	0.014305%	0.014305%
65	C	0.014305%	0.014305%
66	C	0.014305%	0.014305%
67	C	0.014305%	0.014305%
68	C	0.014305%	0.014305%
69	C	0.014305%	0.014305%
70	C	0.014305%	0.014305%
71	C	0.014305%	0.014305%
72	C	0.014305%	0.014305%
73	C	0.014305%	0.014305%
74	C	0.014305%	0.014305%
75	C	0.014305%	0.014305%

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SCHEDULE D

% CONTRIBUTION % INTEREST IN
to COMMON COMMON
EXPENSE ELEMENT

UNIT #	LEVEL	SUITE #		
76	C		0.014305%	0.014305%
77	C		0.014305%	0.014305%
78	C		0.014305%	0.014305%
79	C		0.014305%	0.014305%
80	C		0.014305%	0.014305%
81	C		0.014305%	0.014305%
82	C		0.014305%	0.014305%
83	C		0.014305%	0.014305%
84	C		0.014305%	0.014305%
85	C		0.014305%	0.014305%
86	C		0.014305%	0.014305%
87	C		0.014305%	0.014305%
88	C		0.014305%	0.014305%
89	C		0.014305%	0.014305%
90	C		0.014305%	0.014305%
91	C		0.014305%	0.014305%
92	C		0.014305%	0.014305%
61	D		0.014305%	0.014305%
62	D		0.014305%	0.014305%
63	D		0.014305%	0.014305%
64	D		0.014305%	0.014305%
65	D		0.014305%	0.014305%
66	D		0.014305%	0.014305%
67	D		0.014305%	0.014305%
68	D		0.014305%	0.014305%
69	D		0.014305%	0.014305%
70	D		0.014305%	0.014305%
71	D		0.014305%	0.014305%
72	D		0.014305%	0.014305%
73	D		0.014305%	0.014305%
74	D		0.014305%	0.014305%
75	D		0.014305%	0.014305%
76	D		0.014305%	0.014305%
77	D		0.014305%	0.014305%
78	D		0.014305%	0.014305%
79	D		0.014305%	0.014305%
80	D		0.014305%	0.014305%
81	D		0.014305%	0.014305%
82	D		0.014305%	0.014305%
83	D		0.014305%	0.014305%
84	D		0.014305%	0.014305%
85	D		0.014305%	0.014305%
86	D		0.014305%	0.014305%
87	D		0.014305%	0.014305%
88	D		0.014305%	0.014305%
89	D		0.014305%	0.014305%
90	D		0.014305%	0.014305%
91	D		0.014305%	0.014305%
92	D		0.014305%	0.014305%
93	D		0.014305%	0.014305%
94	D		0.014305%	0.014305%
95	D		0.014305%	0.014305%
96	D		0.014305%	0.014305%
97	D		0.014305%	0.014305%
98	D		0.014305%	0.014305%
99	D		0.014305%	0.014305%

THE FLORIAN
The Residence of Upper Yorkville

SCHEDULE D

			% CONTRIBUTION to COMMON EXPENSE	% INTEREST IN COMMON ELEMENT
UNIT #	LEVEL	SUITE #		
100	D		0.014305%	0.014305%
101	D		0.014305%	0.014305%
102	D		0.014305%	0.014305%
103	D		0.014305%	0.014305%
104	D		0.014305%	0.014305%
105	D		0.014305%	0.014305%
106	D		0.014305%	0.014305%
53	E		0.014305%	0.014305%
54	E		0.014305%	0.014305%
55	E		0.014305%	0.014305%
56	E		0.014305%	0.014305%
57	E		0.014305%	0.014305%
58	E		0.014305%	0.014305%
59	E		0.014305%	0.014305%
60	E		0.014305%	0.014305%
61	E		0.014305%	0.014305%
62	E		0.014305%	0.014305%
63	E		0.014305%	0.014305%
64	E		0.014305%	0.014305%
65	E		0.014305%	0.014305%
66	E		0.014305%	0.014305%
67	E		0.014305%	0.014305%
68	E		0.014305%	0.014305%
69	E		0.014305%	0.014305%
70	E		0.014305%	0.014305%
71	E		0.014305%	0.014305%
72	E		0.014305%	0.014305%
73	E		0.014305%	0.014305%
74	E		0.014305%	0.014305%
75	E		0.014305%	0.014305%
76	E		0.014305%	0.014305%
77	E		0.014305%	0.014305%
78	E		0.014305%	0.014305%
79	E		0.014305%	0.014305%
80	E		0.014305%	0.014305%
81	E		0.014305%	0.014305%
82	E		0.014305%	0.014305%
83	E		0.014305%	0.014305%
3	F		0.014305%	0.014305%
4	F		0.014305%	0.014305%
5	F		0.014305%	0.014305%
6	F		0.014305%	0.014305%
7	F		0.014305%	0.014305%
8	F		0.014305%	0.014305%
9	F		0.014305%	0.014305%
10	F		0.014305%	0.014305%
			100.000000%	100.000000%

SCHEDULE "E"

COMMON EXPENSES

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

1. All sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement.
2. All sums of money levied against, charged to or paid by the Corporation on account of:
 - (a) waste disposal;
 - (b) maintenance materials, tools and supplies;
 - (c) snow removal from exterior Common Elements, (excluding the snow removal from exterior Exclusive Use Common Elements which shall be the responsibility of the unit owner);
 - (d) maintenance of recreational amenities;
 - (e) insurance premiums;
 - (f) gas, unless separately metered;
 - (g) water, unless separately metered;
 - (h) hydro, unless separately metered;
 - (i) sweeping of all exterior hard paved Common Element areas (excluding the Exclusive Use Common Elements);
 - (j) valet parking service;
 - (k) the payment of realty taxes (including local improvement charges) levied against the property rights held by the Corporation and which are the responsibility of the Corporation; and
 - (l) the Shared Facilities Costs, as applicable.
3. All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager.
4. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements.
5. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation.
6. The cost of furnishings, machinery and equipment for use in and about the Common Elements, including the repair, maintenance or replacement thereof.
7. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation.
8. The fees and disbursements of the Insurance Trustee.
9. The cost of maintaining fidelity bonds as provided for by the By-Laws.

10. All sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

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

- a) the Owner(s) of each of Residential Unit 9 on Level 3, Units 3, 4 and 5 on Level 4, Units 1, 2, 3 and 4 on Level 5, Units 3 and 4 on Level 6 and Unit 1 on Levels 23 and 25, shall each have the exclusive use of a terrace or terraces, to which the said Units provide direct and sole access, the said terraces being illustrated in light outline on Part 1, Sheet 2 of the Description.
- b) the Owner(s) of each of Residential Units 1 to 8 inclusive on Level 2, Units 1 to 8 inclusive and 10 on Level 3, Units 1, 2 and 6 on Level 4, Units 1 and 4 on Level 5, Units 1 to 4 inclusive on Levels 6 to 19 inclusive, Units 1 to 3 inclusive on Level 20, Units 1 to 4 inclusive on Level 21, Units 1 to 3 inclusive on Level 22, Unit 1 on Level 23, Units 1 and 2 on Level 24 and Unit 1 on Level 25, shall each have the exclusive use of a balcony or balconies to which the said Units provide direct and sole access, the said balconies being illustrated in light outline on Part 1, Sheet 2 of the Description.
- c) the Owner(s) of each of Units 1 to 38 inclusive on Level A, shall each have the exclusive use in common of the dining room and wine tasting room situate on Level A, being illustrate in heavy outline on Part 2, Sheet 1 of the Description, designated by the letter "D".
- d) the Owner(s) of each of Units 1 and 2 on Level 1, shall each have the exclusive use of a sign band, the said sign band being illustrated in heavy outline on Part 2, Sheet 1 of the Description, designated the same number as the Unit with the prefix letter "S".
- e) the Owner(s) of Unit 1 on Level 25, shall have the exclusive use of a roof top terrace as illustrated in heavy outline on Part 2, Sheet 1 of the Description being designated by the letter "T".

50

SCHEDULE "G"
Condominium Act, 1998

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE "G" TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) of the *Condominium Act, 1998*)**

I certify that:

Each building on the property at: " FLORIAN "
88 Davenport Road (formerly 76 Davenport)

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

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

OR

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

OR

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


OR

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

OR

☐ There are no indoor and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 4th day of December, 2012.


ONTARIO ASSOCIATION
OF
ARCHITECTS
2

David Pontarini, B.Arch.,
O.A.A., MRAIC
Hariri Pontarini Architects

DAVID PONTARINI
LICENCE
4466

Schedule "G"

Certificate of Engineer

We certify that:

The building on the Property at 88 Davenport (Formerly known as 76 Davenport) has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect the following matters:-

1. ☐ The exterior building envelope, including roof assembly, exterior wall cladding, doors and windows, calking 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 ceiling 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 garage have walls and floor assemblies in place.
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.
6. ☒ All installations with respect to the provision of water and sewage services are in place and operable.
7. ☒ All installation 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.
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.
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 11th day of September 2012

M. V. SHORE ASSOCIATES (1993) LIMITED



Name: Bill Chan, P.Eng.
Title: Engineer

I have authority to bind the Corporation

FOR OFFICE USE ONLY

AT 3218181
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2013-01-17 13:30
[Signature]
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 20 pages

(3) Property Identifier(s) Block Property
76280-0001 to 76280-0459
(inclusive) Additional:
See
Schedule ☐

(4) Nature of Document
BY-LAW NO. 1 (THE CONDOMINIUM ACT)

(5) Consideration
NIL Dollars \$

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66.

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

(8) This Document provides as follows:

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest)
Name(s)
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(Applicant)
By its solicitors, FRASER MILNER CASGRAIN LLP

Signature(s)
Per: JULES A. MIKELBERG
[Signature]

Date of Signature
Y M D
2013 01 17

(11) Address for Service 88 Davenport Road, Toronto ON M5R 0A5

(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
88 Davenport Road
Toronto ON

(15) Document Prepared by:
FRASER MILNER CASGRAIN LLP
ATTN: JULES MIKELBERG
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

2

CONDOMINIUM ACT, 1998

**C E R T I F I C A T E
IN RESPECT OF A BY-LAW**

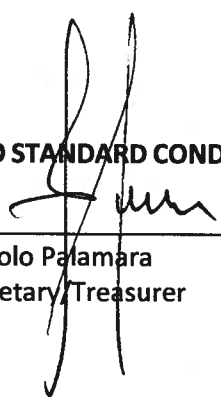
(under subsection 56(9) of the Condominium Act, 1998)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation")
hereby certifies that:

1. The copy of By-Law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law hereto 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 at Toronto this 2nd day of January, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: 
Name: Paolo Palamara
Title: Secretary/Treasurer

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 1

BE IT ENACTED as By-Law No. 1 of **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280** (the "Corporation") as follows:

ARTICLE 1.00 - DEFINITIONS

- 1.1 All words used herein and which are defined in the Condominium Act, S.O. 1998, S.O. 1998, c.19 (the "Act") and the Declaration of the Corporation (the "Declaration") shall have ascribed to them the meanings set out in the Act or the Declaration, as amended from time to time, unless the context requires otherwise.

ARTICLE 2.00 - SEAL

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

ARTICLE 3.00 - RECORDS TO BE KEPT BY THE CORPORATION

3.1 **General**

- (a) the financial record of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
- (b) a minute book containing the minutes of owners' meetings and the minutes of Board meetings;
- (c) a copy of the registered Declaration, by-laws and rules;
- (d) a copy of the annual financial statement, which shall be furnished to every owner and mortgagee entered on the register;
- (e) the seal of the Corporation;
- (f) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
- (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (i) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1) of the Act;
- (j) notices received from an owner that his unit has been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;

- (k) notice received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the Ontario New Home Warranty Plan Act, proof in the form, if any, prescribed by the appropriate governmental authorities that the units and common elements have been enrolled in the Ontario New Home Warranty Plan in accordance with the regulations under the Ontario New Home Warranty Plan Act and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- (t) all reserve fund studies and plans to increase the reserve fund;
- (u) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior to the turnover meeting;
- (v) a copy of the written performance audit report received by the Corporation;
- (w) any report the Corporation receives from an inspector or administrator pursuant to Section 130 or 131 of the Act;
- (x) a copy of all status certificates issued within the previous ten (10) years;
- (y) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years;
- (z) proxies, for at least ninety (90) days from the date of the meeting at which the proxies were utilized.

3.2 Records to be Provided to Owners and Mortgagees

- (a) a copy of the annual financial statement, which shall be furnished to every owner and mortgagee entered on the register;
- (b) the books and records of the Corporation (including the minutes of meetings of the Board and of the owners), which shall, upon reasonable written notice, be made available at reasonable times for inspection by any owner, a purchaser or a

mortgagee of a unit or an agent of one of them duly authorized in writing to examine the records of the Corporation for all reasonable purposes, provided that such right to examine the books and records of the Corporation shall not apply to:

- (i) records relating to employees of the Corporation, except for contracts of employment between any of the employees and the Corporation;
- (ii) records relating to actual or pending litigation or insurance investigations involving the Corporation; or
- (iii) records relating to specific units or owners unless
 - (A) an owner, a purchaser or a mortgagee of a unit or an agent of one of them wishes to examine records that relate to the unit of that owner, the unit being purchased or the unit that is subject to the mortgage, as the case may be; or
 - (B) an owner of a unit or an agent of the owner wishes to examine records that relate to that owner; and
- (c) additional copies of the Declaration, by-laws, rules and regulations, which shall be made available to any owner for purchase at the cost of their reproduction.

ARTICLE 4.00 - MEETING OF OWNERS

4.1 Annual General Meetings

The first annual general meeting of owners shall be held within three (3) months after the registration of the Declaration and thereafter, the annual general meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the Board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws, electing directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may be set out in the notice of meeting.

4.2 Special Meetings

The Board, upon receipt of a requisition (a) in writing, (b) signed by owners who together own not less than fifteen (15%) per cent of the units, (c) stating the nature of the business to be presented at the meeting, and (d) delivered personally or by registered mail to the President or Secretary of the Corporation or deposited at the address for service of the Corporation, shall call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting was called. The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

4.3 Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register and any others entitled to vote thereat and the auditor of the Corporation, the directors and officers of the Corporation and a representative of the Manager and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-Laws of the Corporation to be present

at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

4.4 **Quorum**

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

4.5 **Notices**

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to (a) each owner, and (b) each mortgagee entitled to vote pursuant to the terms of his mortgage, in both cases entered on the records twenty (20) days before the date of the meeting and such notice shall be given in accordance with Sections 47(7) and 47(8) of the Act. The Corporation shall not be obligated to give notice to any owner who has not notified the Corporation that he has become an owner nor to any mortgagee who has not notified the Corporation of his entitlement to vote. If applicable, the notice of meeting shall be accompanied by (a) a copy of all proposed changes to the Declaration, By-laws, rules or agreements that are to be discussed at the meeting, and (b) a copy of the requisition, if an owner has made a requisition as set forth in Section 4.2 above.

4.6 **Right to Vote**

Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner of a unit shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairman of the meeting that he is an owner. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

4.7 **Conduct of Meetings and Method of Voting**

At any general or special meeting, the President of the Corporation or, failing him, the Vice-President or, failing him, some person elected at the meeting shall act as Chairman of the meeting and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairman shall appoint a secretary. Any question shall be decided by a show of hands, unless a poll is required by the Chairman or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried or carried by a particular majority or not carried is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

4.8 **Representatives**

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

4.9 Adjournment of Meeting

The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE 5.00 - THE CORPORATION

5.1 Duties of the Corporation

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

- (a) controlling, managing and administration of the common elements and assets of the Corporation;
- (b) collection of common expense contributions;
- (c) arranging for the supply of water, electricity, gas and other utilities to the property, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act and the Declaration;
- (e) repairing and restoring of the common elements;
- (f) obtaining and maintaining fidelity bonds where obtainable in such amounts as the Board may deem reasonable for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;
- (h) preparation of an estimated budget in accordance with Article 11.00 hereof;
- (i) keeping accurate accounts and sending to each Unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by Unit owners;
- (j) establishing and maintaining one or more reserve funds; and
- (k) effecting compliance with the Act, the Declaration, the By-Laws and the Rules from time to time.

5.2 Powers of the Corporation

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules concerning the operation and use of the property;
- (c) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board and in such a manner as the Board may deem reasonable;

- 6 -

- (d) investing reserve funds, provided that such investment shall be permitted by the *Trustee Act*, R.S.O. 1990, and amendments thereto, and convertible into cash in not more than 90 days;
- (e) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (f) to borrow such amounts as, in its discretion, are necessary or desirable in order to protect, maintain, serve or insure the due and continued operation of the property in accordance with the Declaration and By-Laws and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan in excess of an amount equal to one month's total common expense fees by the owners at a meeting duly called for the purpose;
- (g) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds; and
- (h) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation, in its sole discretion, deems advisable and to do all things and execute all documents required to give effect to the foregoing; and
- (i) to enter into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the corporation upon such terms as the Board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board.

ARTICLE 6.00 - BOARD OF DIRECTORS

6.1 Number of Directors

The number of directors shall be three (3).

6.2 Election and Term

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year from the date of his election; one (1) director shall be elected to hold office for a term of two (2) years from the date of his election; and one (1) director shall be elected to hold office for a term of three (3) years from the date of his election. Such directors may, however, continue to act until their successors are elected. If more than one of

such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of three years.

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

6.3 **Calling of Meetings**

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

6.4 **Regular Meetings**

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

6.5 **First Meeting of New Board**

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

6.6 **Indemnity of Directors and Officers**

Subject to the provisions of Section 38 of the Act, every director or officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him respecting the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation.

The Corporation shall purchase and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against the liability, costs, charges or expenses incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against such liabilities, etc., incurred by them as a result of their not acting honestly or in good faith.

6.7 **Compensation**

The directors shall receive such compensation as may from time to time be decided by by-law.

6.8 **By-Laws**

The Board may, by resolution, make, amend or repeal by-laws, not contrary to the Act or to the declaration,

- (a) to govern the number, qualification, nomination, election, resignation, removal, term of office and remuneration of the directors; provided, however, that a by-law relating to:
 - (i) the remuneration of directors shall fix the remuneration and the period not exceeding three years for which it is to be paid; and
 - (ii) the removal of directors shall require that the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.
- (b) to regulate Board meetings, the form of Board meetings and the quorum and functions of the Board;
- (c) to govern the appointment, remuneration, functions, duties, resignation and removal of agents, officers and employees of the Corporation and the security, if any, to be given by them to it;
- (d) to authorize the borrowing of money to carry out the objects and duties of the Corporation; provided, however, that the Corporation shall not borrow money for expenditures not listed in the budget for the current fiscal year unless it has passed a by-law under this subparagraph specifically to authorize the borrowing;
- (e) to authorize the Corporation to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners, and to authorize the defraying of costs of objections out of the common expenses;
- (f) to govern the assessment and collection of contributions to the common expenses;
- (g) to establish what constitutes a standard unit for each class of unit specified in the by-law for the purpose of determining the responsibility for repairing improvements after damage and insuring them;

- (h) to extend the circumstances described in subsection 105(2) of the Act under which an amount shall be added to the common expenses payable for an owner's unit for the purposes of subsection 105(3) of the Act;
- (i) to govern the maintenance of the units and common elements;
- (j) to restrict the use and enjoyment that persons other than occupants of the units may make of the common elements and assets of the Corporation, subject to any agreement made by the Corporation with respect to the use and enjoyment of its common elements and assets that it shares with another person;
- (k) to govern the management of the property;
- (l) to govern the use and management of the assets of the Corporation;
- (m) to specify duties of the Corporation in addition to the duties set out in the Act and the declaration;
- (n) to establish the procedure with respect to the mediation of disputes or disagreements between the Corporation and the owners for the purpose of sections 125 or 132 of the Act; or
- (o) to govern the conduct generally of the affairs of the Corporation.

6.9 **Rules**

The Board may make, amend or repeal rules respecting the use of the common elements and units to:

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

The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. Upon making, amending or repealing a rule, the Board shall give a notice of it to the owners that includes:

- (a) a copy of the rule as made, amended or repealed, as the case may be;
- (b) a statement of the date that the Board proposes that the rule will become effective; and
- (c) a statement that the owners have the right to requisition a meeting under Section 46 of the Act and the rules does not become effective until:
 - (i) the owners approve it at a meeting of owners, if the Board receives a requisition for the meeting under Section 46 of the Act within 30 days after the Board has given notice of the rule to the owners; or
 - (ii) 30 days after the Board has given notice of the rule to the owners, if the Board does not receive a requisition for the meeting under Section 46 of the Act within those 30 days.

Provided, however, that a rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.

ARTICLE 7.00 - OFFICERS

7.1 Term of Office

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

7.2 President

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

7.3 Vice-President

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

7.4 General Manager

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

7.5 Secretary

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

7.6 Treasurer

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

7.7 Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an

officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

7.8 Agents and Attorneys

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

ARTICLE 8.00 - BANKING ARRANGEMENTS AND CONTRACTS

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

8.2 Execution of Instruments

Deed/transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the By-Laws of the Corporation, the Board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed/transfer, contract or obligation or any class of deed/transfers, contracts or obligations of the Corporation may or shall be signed.

8.3 Execution of Status Certificate Under Section 76 of the Act

Status Certificates provided pursuant to Section 76 of the Act may be signed by any officer or any director of the Corporation, provided that the Board may, by resolution, direct the manner in which and the person by whom such certificates may or shall be signed.

ARTICLE 9.00 - FINANCIAL AND RECORDS

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

ARTICLE 10.00 - NOTICE

10.1 Method of Giving Notice by the Corporation

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 given personally to the person to whom it is to be given or, if delivered, to the address noted in the record required pursuant to Section 47(2) of the Act or, if mailed, by

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prepaid ordinary mail or air 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. Such notice, communication or document shall be deemed to have been given when it is given 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 a 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.

10.2 Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or the 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 or changed in accordance with requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

10.3 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.

ARTICLE 11.00 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board

All expenses, charges and costs of maintenance and operation of the common elements and the supply of utility services to the units and the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owner in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The Board shall 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. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the record kept pursuant to Section 47(2) of the Act.

11.2 Reserve Fund

- (a) The Board shall establish and maintain reserve funds in accordance with the Act.
- (b) The reserve funds shall be kept in separate interest bearing accounts with any Province of Ontario Savings Office or any Chartered Bank or trust company branch in the City of Toronto (as the Board may from time to time determine) and may be invested in accordance with the Act.

11.3 Extraordinary Expenditures

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

11.4 Owners' Obligations

Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each owner shall be obligated to pay to the Corporation, or as it may direct, all charges assessed for utilities consumed at such times as the Corporation may require.

11.5 Conveyance of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his Unit prior to a transfer by him of such Unit, but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the Unit.

11.6 Default in Payment of Assessment

- (a) Arrears of payments required to be made under the provisions of this Article 11.00 shall bear interest at the rate of 12% per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him for a period of 15 days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action, including costs as between a solicitor and his own client.

ARTICLE 12.00 DEFAULT**12.1 Notice of Unpaid Common Expenses**

The Board, whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner and any common expenses assessed or other money claims by the Corporation against any owner which are 30 days past due.

12.2 Notice of Default

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

ARTICLE 13.00 - DAMAGE

13.1 Procedure Where Damage Occurs

Where the Board pursuant to the Act has determined that there has been substantial damage to 25% of the buildings, a meeting of owners shall be called for the purpose of voting for termination or repair in accordance with the Act.

13.2 Plans and Specifications

A complete set of all the plans and specifications given to the Board by the Declarant, together with plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit with the prior written consent in writing of the Board, shall be maintained in the office of the Corporation at all times for the use of the Corporation in rebuilding or repairing any damage to the building and for the use of any owner and mortgagee.

ARTICLE 14.00 - INDEMNIFICATION

- 14.1 Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his Unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this Section are deemed to be additional contributions toward the common expenses and are recoverable as such.

ARTICLE 15.00 - INSURANCE

- 15.1 Immediately upon receipt of notice of a claim by a Unit owner in respect of damage to his Unit occasioned by an insurable loss, the Board or its authorized agent shall notify the Corporation's insurer and conduct an inspection of the Unit for the purpose of determining the cause of damage and the opinion of the Board based upon such inspection, provided same is consistent with the report of the insurance adjuster, shall be conclusive as to the cause of such damage.
- 15.2 Where the Board determines in the foregoing manner that the claim has arisen as a result of the owner's failure to maintain and repair the Unit as required by the Declaration or as a direct result of the negligence of the owner, members of his immediate family, guests, visitors, licensees or any other person occupying the Unit with the permission of the owner prior to or commensurate with the filing of the claim for loss with the Corporation's insurer, the Unit owner shall deposit with the Corporation the sum of \$250.00 or such greater amount (applicable at the time and) representing the deductible amount being that portion of the claim for loss which is not recoverable from the insurer.
- 15.3 In all other circumstances, where the claim for loss arises for reason other than the failure by the owner to maintain and repair his Unit or from the negligence of the owner as described above, the Corporation shall assume responsibility for the payment of the deductible amount which shall be paid from normal contributions from all owners toward common expenses.

ARTICLE 16.00 - PROCEDURES FOR MEDIATING DISPUTES

16.1 Mediation Procedures

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

ARTICLE 17.00 - MISCELLANEOUS

17.1 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.

17.2 Gender

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

17.3 Waiver

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

17.4 Headings

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

17.5 Alterations

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

17.6 Conflicts

In the event that any portion of this By-law is in conflict with or contradicts the provisions of the Act, the provisions of the Act shall govern, and that portion of this By-law shall be deemed to be amended so as to reflect the provisions of the Act.

The foregoing By-Law No. 1 is hereby passed by the directors of the Corporation pursuant to the *Condominium Act*, 1998, S.O. 1998, c.19 as evidenced by the respective signatures hereto of all the directors.

DATED this 14th day of December, 2012.



Giuliana Chiara Di Lorenzo



Anna Luisa Di Lorenzo



Paolo Palamara

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The undersigned, which owns 100% of the Units, hereby confirms, pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c.19, the foregoing By-Law No. 1 of the said Corporation signed by all the directors of the said Corporation as By-Law No. 1 hereto pursuant to the provisions of the said Act on the 14th day of December, 2012.

DATED this 2nd day of January, 2013.

SEVENTY-SIX DAVENPORT GP LTD.

Per: 
Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation.

APPENDIX "A" TO BY-LAW NO. 1

ARTICLE 1 -PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 -MEDIATION

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

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

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

Right to Withdraw:

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

Costs of the Mediation:

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

Notice and Report:

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

Settlement:

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

FOR OFFICE USE ONLY

AT 3218190

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2013-01-17 13:36

Jeff Hill

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property
Identifier(s)

Block
76280-0001 to

Property
76280-0459
(inclusive)

Additional:
See
Schedule ☐

(4) Nature of Document

BY-LAW NO. 2 (THE CONDOMINIUM ACT)

(5) Consideration

NIL

Dollars \$

(6) Description

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66.

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:

Continued on Schedule ☐

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

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO.
2280

(Applicant)

By its solicitors, FRASER MILNER CASGRAIN LLP

Signature(s)

Per: JULES A. MIKELBERG

Date of Signature
Y M D

2013 01 17

(11) Address

for Service 88 Davenport Road, Toronto ON M5R 0A5

(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

88 Davenport Road
Toronto ON

(15) Document Prepared by:

FRASER MILNER CASGRAIN LLP
ATTN: JULES MIKELBERG
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

CONDOMINIUM ACT, 1998

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

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation") hereby certifies that:

1. The copy of By-Law No. 2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law hereto 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 at Toronto this 2nd day of January, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: _____

Name: Paolo Palamara

Title: Secretary/Treasurer

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 2


BE IT ENACTED as By-Law No. 2 of **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280** (the "**Corporation**") as follows:

The Directors of the Corporation may from time to time:

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

The foregoing By-Law No. 2 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 14th day of December, 2012.




Giuliana Chiara Di Lorenzo


Anna Luisa Di Lorenzo


Paolo Palamara

The undersigned, which owns 100% of the Units, hereby confirms pursuant to the provisions of the Act the foregoing By-Law No. 2 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 2 thereof pursuant to the provisions of the said Act on the 14th day of December, 2012.

DATED this 2nd day of January, 2013.

SEVENTY-SIX DAVENPORT GP LTD.
Per: 

Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation.

AT 3218197

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2013-01-17 13:40

Jeff Hilbert

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 62 pages

(3) Property Identifier(s)

Block
76280-0001 to

Property
76280-0459
(inclusive)

Additional:
See
Schedule ☐

(4) Nature of Document

BY-LAW NO. 3 (THE CONDOMINIUM ACT)

(5) Consideration

NIL

Dollars \$

(6) Description

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66.

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional Parties ☐

Other ☒

(8) This Document provides as follows:

Continued on Schedule ☐

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

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO.
2280

(Applicant)

By its solicitors, FRASER MILNER CASGRAIN LLP

Signature(s)

Per:

JULES A. MIKELBERG

Date of Signature

Y M D

2013 01 17

(11) Address for Service 88 Davenport Road, Toronto ON M5R 0A5

(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

88 Davenport Road
Toronto ON

(15) Document Prepared by:
FRASER MILNER CASGRAIN LLP
ATTN: JULES MIKELBERG
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1

Fees and Tax

Registration Fee

Total

CONDOMINIUM ACT, 1998

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

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation") hereby certifies that:

1. The copy of By-Law No. 3 attached as Schedule "A" is a true copy of the By-law.
2. The By-law hereto 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 at Toronto this 2nd day of January, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: 

Name: Paolo Palamara

Title: Secretary/Treasurer

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 3

BE IT ENACTED as By-Law No. 3 of **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280** (the "**Corporation**") as follows:

The Directors of the Corporation may from time to time:

- (a) Enter into an agreement with an Insurance Trustee respecting insurance for the Corporation substantially in the form hereto annexed;
- (b) Enter into the Management Agreement substantially in the form hereto annexed;
- (c) Enter into an Access Agreement with Davenport Development Inc. ("**Davenport**"), the current registered owner of the lands and premises known municipally as 100 Davenport Road (and legally described as Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680 E, Part of Lot A, Plan 365 and Part of Lots 1, 2, 3, 4 and 5, Plan 303 Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002 (LT)) (the "**100 Davenport Lands**") concerning Davenport's potential development of the 100 Davenport Lands substantially in the form hereto annexed;
- (d) Enter into a Shared Facilities Agreement with the Declarant and Davenport concerning the apportionment of costs with respect to the maintenance, operation, and management of such shared facilities as may be required to effect an underground connection below Blackmore Street between the underground parking garages of the condominium and any future development completed on the 100 Davenport Lands, substantially in the form hereto annexed;
- (e) Execute an Agreement and Undertaking concerning the Corporation's non-objection and non-opposition with respect to the development of the 100 Davenport Lands by Davenport, substantially in the form hereto annexed; and
- (f) Execute an Assignment and Assumption Agreement and an Acknowledgement and Undertaking concerning the 32 Davenport Tie Back Agreement dated as of the 5th day of May, 2009 between Seventy-Six Davenport GP Ltd. and 2158118 Ontario Inc., substantially in the form hereto annexed.

The foregoing By-Law No. 3 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 14th day of December, 2012.



Giuliana Chiara Di Lorenzo



Anna Luigina Di Lorenzo



Paolo Palamara

The undersigned, which owns 100% of the Units, hereby confirms pursuant to the provisions of the Act the foregoing By-Law No. 3 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 3 thereof pursuant to the provisions of the said Act on the 14th day of December, 2012.

DATED this 2nd day of January, 2013.


SEVENTY-SIX DAVENPORT GP LTD.

Per: _____

Name: Julie Di Lorenzo

Title: President

I have authority to bind the Corporation.

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made as of the 14th day of December, 2012.

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280, a corporation created under the laws of the Province of Ontario pursuant to the *Condominium Act*, 1998, S.O. 1998, Chapter 19, and amendments thereto (hereinafter referred to as the "Act"),

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and -

THE CANADA TRUST COMPANY,

(hereinafter called the "Trustee")

OF THE SECOND PART.

WHEREAS the declaration creating the Settlor and registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settlor ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

AND WHEREAS the Settlor has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00 - DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 - ACCEPTANCE OF APPOINTMENT

3.1 The Trustee hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner.

ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

- (a) damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:
 - (i) that the Board has determined that the buildings and structures have not sustained substantial damage within the meaning of the Act; or
 - (ii) that the Board has determined that of the buildings and structures have sustained substantial damage within the meaning of the Act, and that; (A) owners who own at least eighty per cent (80%) of the units have not voted to terminate pursuant to the provisions of the Act; and (B) the time for the exercise of the termination rights by the owners of the units has expired; or
- (b) damage to the property or other assets of the Settlor, excluding the buildings and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

- (i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and countersigned by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:
 - (a) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;
 - (b) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;
 - (c) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;
 - (d) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Lien Act by reason of such repair to the buildings or any part thereof; and
 - (e) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).

- (ii) an opinion of the solicitor acting for the Settlor, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settlor.

5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to it.

5.3 In the event of damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor, certifying that the Board has determined that the buildings and structures have sustained substantial damage within the meaning of the Act and that owners who own at least eighty per cent (80 %) of the units have voted for termination pursuant to and in compliance with the provisions of the Act, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:

- (a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settlor against any such units and in satisfaction of any other registered interests in the unit in order of their respective legal priorities;
- (b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles and the names of the unit owners as registered in the said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

5.4 In the event that the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the proceeds of insurance were paid to the Trustee, all such proceeds shall be paid to the Settlor forthwith, notwithstanding anything herein contained to the contrary, and the Settlor covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds. The Trustee shall be entitled to rely, without independent enquiry, upon the certificate of an architect as to whether the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the insurance proceeds were paid to the Trustee and shall be entitled to retain an independent architect at the expense of the Settlor for the purpose of providing such a certificate.

5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settlor executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 - DEFICIENCY OF INSURANCE PROCEEDS

6.1 The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments as specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

6.2 If, upon the receipt of any certificate referred to in section 5.1, the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee and in which amounts.

ARTICLE 7.00 - NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

7.1 The Settlor and all mortgagees having an interest in the units as shown on the Settlor's records with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settlor or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settlor's records without independent inquiry.

7.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole responsibility of the Settlor to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 8.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

8.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

8.2 The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

8.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 9.00 - TERMINATION OF AGREEMENT

9.1 At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor and thereupon its obligations hereunder shall cease.

9.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settlor and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the Settlor's records not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settlor shall pay to the Trustee all fees and charges due to it hereunder. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settlor, all subject to the Trustee's rights pursuant to section 12.2 hereof, and thereupon its obligations hereunder shall cease.

ARTICLE 10.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

10.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent (10%) of the Units.

10.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlor's records where the amount received is less than \$100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit where the amount received is \$100,000.00 or more. For the purposes of giving notice in the latter event, the Settlor shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settlor, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

10.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 11.00 - ADDRESS FOR SERVICE

11.1 Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settlor at its last known address and at:

88 Davenport Road
Toronto ON M5R 0A5

or such other address as the Settlor may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

TD Waterhouse – Private Trust
TD Tower
66 Wellington Street West, 2nd Floor
Toronto, Ontario
M5K 1A2

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given. Each party further covenants to notify

the other, in the manner provided for in this Article 11.00 of any change in its address for service.

ARTICLE 12.00 - REMUNERATION OF TRUSTEE

12.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settlor at any time. In the event that the Settlor does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 9.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 9.00 hereof. In the event that no notice of termination is delivered pursuant to Article 9.00 within the sixty (60) day period, the fees and charges of the Trustee shall be as set out in its notice to the Settlor until further changed.

12.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.

12.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

ARTICLE 13.00 - ADDITIONAL COVENANTS OF SETTLOR

13.1 Upon request, the Settlor shall deliver to the Trustee complete and accurate copies of:

- (a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;
- (b) the Settlor's records of unit owners and mortgagees; and
- (c) copies of the Settlor's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy and completeness of such material.

13.2 The Settlor covenants to deliver to the Trustee any amendments to the Settlor's Declaration or By-Laws or any additional By-Laws it may enact.

13.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.

13.4 The Settlor specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settlor or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settlor covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 14.00 - ASSIGNMENT OF AGREEMENT

14.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.

14.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

14.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the 14th day of December, 2012.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: _____
Name: Giuliana Chiara Di Lorenzo
Title: President

Per: _____
Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation.

THE CANADA TRUST COMPANY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

JONES DESLAURIERS

INSURANCE MANAGEMENT INC.

MEMORANDUM OF INSURANCE

NAMED INSURED: Toronto Standard Condominium Corporation #2280 and Seventy Six Davenport Limited Partnership (The Florian)
and all Registered Unit Owners and Registered Mortgagees From Time to Time

Location Insured: 88 Davenport Rd., Toronto, ON M5R 0A5

Policy Term: January 15, 2013 TO January 15, 2014
12:01 a.m. Standard Time

INSURANCE COVERAGES AS PER TERMS AND CONDITIONS OF THE POLICIES

Policy Number: 40052907
Insurance Company: ECONOMICAL INSURANCE COMPANY

LIMITS OF LIABILITY:

Coverage	Deductible	Limit of Insurance
Property Limit of Insurance	\$2,500	\$70,000,000
• Commercial Broad Form coverage		
• Replacement Cost (same site deleted)		
• Stated Amount Co-Insurance (Statement of Values must be filled annually)		
Equipment Breakdown	\$2,500	Included
Flood	\$10,000	Included above
Earthquake	5% (min. \$50,000)	Included above
Sewer Back-up	\$5,000	Included above
By-Laws		Included above
Crime - Includes:		
• Coverage A - Employee Dishonesty		\$ 10,000
• Coverage D - Broad Form Money/Securities		\$ 10,000
Commercial General Liability	Bodily Injury: \$1,000 Property Damage: \$1,000	\$5,000,000
Directors & Officers Liability	\$1,000	\$5,000,000
Including Human Rights Discrimination Defense		
○ Per Occurrence Limit		\$ 100,000
○ Policy Aggregate Limit		\$ 200,000

Major Exclusions: Fungi and Fungal Derivatives Exclusion
Data Exclusion Endorsement
Terrorism Exclusion Endorsement
Asbestos Exclusion
Professional Liability Exclusion

Loss if any, under Building or Boiler & Machinery, shall be payable to the Insurance Trustee, or the Corporation, subject to the provisions of the loss payable clause forming part of these policies.

This is not a policy of Insurance. It is a Memorandum of the policies described herein at the date of issue hereof and is furnished as a matter of information only, with the understanding that the rights and liabilities of the parties will be governed by the original policies as they may be lawfully amended by endorsement from time to time.

JONES DESLAURIERS INSURANCE MANAGEMENT INC.

Authorized Representative

Date: January 16, 2012 revised

SCHEDULE "B"

The Settlor shall pay the Trustee an initial fee of One Thousand (\$1,000.00) Dollars plus HST upon the execution of this Agreement, being an initial "set-up" fee of Five Hundred (\$500.00) Dollars and the per annum retainer fee of Five Hundred (\$500.00) Dollars payable in advance.

Hereafter, this per annum retainer fee of Five Hundred (\$500.00) Dollars shall be payable in advance upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

- (a) one per cent (1%) of the first Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (b) one-half of one per cent (1/2 of 1%) of the next Twenty-Five Thousand (\$25,000.00) Dollars administered by it.
- (c) one-tenth of one per cent (1/10 of 1%) upon the balance of funds administered by it.
- (d) the above fees shall be subject to a minimum charge of One Hundred and Fifty (\$150.00) Dollars per claim processed.
- (e) the Trustee may levy an additional charge to cover extraordinary time and effort expended in special circumstances, as agreed between the Settlor and the Trustee.

This fee may be amended from time to time by written notice from the Insurance Trustee to the Settlor in accordance with Article 12.00 hereof.

CONDOMINIUM MANAGEMENT AGREEMENT

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

A N D:

BROOKFIELD RESIDENTIAL SERVICES LTD.

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CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made the 14TH day of December, 2012

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

BROOKFIELD RESIDENTIAL SERVICES LTD.
(hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19 as amended by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of Toronto, the common elements and units of which are located at 88 Davenport Road, Toronto, Ontario, (hereinafter called the "Property");

AND WHEREAS the Corporation desires the Manager to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the Corporation appoints the Manager and the Manager hereby accepts appointment as the exclusive Manager of the affairs, the Property and the assets of the Corporation on the terms and conditions hereinafter set forth:

I. NOMENCLATURE

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, S.O. 1998, as amended, and the regulations made thereunder (hereinafter called the "Act"). Any reference to the Declaration, the By-Laws or the Rules is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement. Whenever reference is made in this Agreement to any statute or regulation or section of a statute or section of a regulation, such reference is deemed to extend and apply to any amendments to the statute or regulation or section of the statute or section of the regulation or re-enactment of the statute or of the regulation or of section of the statute or regulation, as the case may be.

II. TERM

The term of this Agreement shall extend from the 14th day of December, 2012 until the 30th day of November, 2014 and thereafter shall continue in full force and effect from year to year unless terminated in accordance with Article XVI hereof.

III. ROLE OF MANAGEMENT

The Manager fully accepts that its function is to assist the Board of Directors (hereinafter called the "Board") in the operation and administration of the Corporation and of the Property and assets of the Corporation and accepts the relationship of trust and confidence established between itself, the Board and the owners of the units by virtue of entering into this Agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-Laws, the Rules, and the Reciprocal Agreement (if any) and the resolutions of the Board that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes increase its obligations, authorizations or rights under this Agreement.

With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board or under the express terms and conditions of this Agreement, but otherwise not until the Manager has received evidence in writing of such change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, including administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations, and all binding court or tribunal orders, judgments or decrees, and all directives, policies, rules and orders given by any government agency or regulatory body, all as these pertain to or are binding on the operation of the Corporation and of the Property.

IV. SPECIFIC DUTIES OF THE MANAGER

The Manager shall perform the following specific duties, subject to the direction of the Board:

(a) **Corporation Funds**

Collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate bank account, designated as the "General Operating Account", in the name of the Corporation with a Canadian Chartered Bank or Trust Company subject to the overall control of the Board with signing authority to be as directed by the Board from time to time. All such monies shall thereafter be held in the General Operating Account and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, including Director's Liability Insurance and Fidelity Bond covering the Corporation's signing officers;
- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement. If the Manager has signing authority for all utility bills, and should the Manager fail to pay any properly incurred utility bills by their due date and such late payment results in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (iii) deposit to the credit of the Corporation in a separate bank account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund, as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund expenditures in accordance with Section 93 (2) of the Act, and that such monies shall only be invested in eligible securities prescribed in accordance with an investment plan developed in conjunction with the Board pursuant to Subsections 115 (6), (7) and (8) of the Act;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV; and
- (v) prepare cheques for the payment of all expenses properly incurred by or on behalf of the Corporation.

(b) **Maintenance and Repair of Property**

Arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property and the assets of the Corporation in accordance with the Agreement Documents, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water and other utilities services;

- (ii) comply with the requirements and regulations of Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health), as well as with all binding court or tribunal orders, judgments or decrees, which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Act and the Agreement Documents;
- (iv) carry out the foregoing duties by means of employees of the Manager or the Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation; and
- (v) maintain, on behalf of and at the expense of the Corporation, such staff as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board.
- (vi) the Manager shall also recommend and arrange for the performance of Reserve Fund Studies as may be required from time to time pursuant to Section 94 of the Act, subject to the approval of the Board.

(c) **By-Law Enforcement**

Take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President of the Corporation or, in the latter's absence, the next officer in seniority; and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor.

(d) **By-Law Advisement**

Advise and consult with the Board with respect to any further By-Laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners.

(e) **Communication to the Owners**

Communicate to the Owners and/or residents, in accordance with the directions of the Board or an appropriate officer of the Corporation, any announcement and the text and import of any new By-Law or Rule, or any amendment to the Declaration or any By-Law or Rule.

(f) **Insurance and Claims**

- (i) Obtain for submission to the Board a minimum of three quotations by the Corporation's selected broker for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;
- (ii) Unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that such coverage conforms with the requirements of the Agreement Documents;
- (iii) Take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
 - (1) any claim by the Corporation under any of its insurance policies;
 - (2) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
 - (3) any other claim by or against the Corporation;
 (such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);

- (iv) Monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss;

(g) Inadequate Performance by Contractors

Use reasonable diligence, by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any, to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

(h) Construction Liens

Retain or cause to be retained holdbacks required by the Construction Lien Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board and forthwith take all necessary steps to have the same removed and discharged.

(i) Employees of the Corporation

Save and except for those employees described in Paragraph IV (j) whose wages and employment expenses shall be borne by the Manager, the Manager shall

- (i) on the basis of budget allocation and job description approved by the Board and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of Corporation qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors.
- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants as are approved, with authority to dismiss them, only after the approval of the Board; instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property); and monitor and supervise the performance of such employees and ensure the proper carrying out of their duties. All persons hired to perform services for the Corporation are employees of the Corporation, except the Property Manager, the Assistant Property Manager and the Site Administrator who are the employee of the Manager. The Corporation assumes all risk and liability in respect of its employees. The Corporation fully indemnifies the Manager for any Loss suffered by the Manager with respect to the settlement or satisfaction of claims, either by adjudication or compromise, which occur as a result of the Corporation's role in the employment of any employee of the Corporation; for the purpose of this paragraph, Loss includes the amount of any principal sum, award, settlement or verdict, actually paid or payable, after making proper deduction for all recoveries and salvages. Loss also includes those costs incurred by the Manager in the investigation and defence of actions, claims or proceedings and appeals therefrom. Loss includes all costs taxed against the Manager in any civil suit defended by the Manager and any interest accruing after judgement. Notwithstanding the foregoing, Loss shall not include any risk or liability resulting from or related to negligence, fraud, illegal or dishonest act or omission or intentional harm or breach of this Agreement by the Manager;
- (iii) arrange for payment by the Corporation, as part of its operating expenses, the wages salaries, benefits and all other employment costs of the employees of the Corporation, including, without limitation, unemployment insurance, Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporation hereby acknowledges its liability in respect of such payments;
- (iv) at the option of the Board, provide to the employees of the Corporation the employment benefits as are provided by the Manager for other Condominium Corporations employees and bill the Corporation for the cost of such benefits and any applicable taxes;

- (v) indemnify the Corporation for any claim for additional compensation, damages and/or other payments that may be made against the Corporation by the Property Manager, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement;
- (vi) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or their employer;

(j) **Employees of the Manager**

The Manager shall comply with the following terms and conditions with respect to the employees of the Manager:

- (i) Supply at its own expense the full-time services of a Property Manager to be located in the offices of the Corporation.
- (ii) During any extended absence of the Property Manager by reason of vacation or extended illness or for any other reason, a senior representative of the Manager or another Property Manager shall personally attend the Property on a regular basis in order to provide the required number of on-site hours under this provision. This provision regarding illness and other absences shall not apply to unexpected absence due to illness of two days or less;
- (iii) The Manager further acknowledges and agrees that it shall be solely responsible for obtaining any necessary licences and permits and for complying with any applicable deferral, provincial and municipal laws pertaining to the employees, servants, or own agents it employs in carrying out the services under this Agreement and shall, where applicable, pay, deduct, and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of its employees who provide services under this Agreement, and any similar deductions or payments which may from time to time be applicable to such employees.

(k) **Materials, Equipment and Supplies**

Subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier;

(l) **Occurrence Report and Preventative Maintenance**

- (i) Submit to the Board an occurrence report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of such occurrence or as the Board may require;
- (ii) Prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; and provide such supervision of such work as may be necessary; cause the Property Manager to conduct each week a complete walk through inspection of the common elements for the purpose of identifying items which at the time of the inspection require or in the near future following the inspection will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Board, prepare and submit to the Board the monthly written inspection report on items noted in the Property Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-Laws and the Rules by Owners, residents and others which have come to the attention of the Property Manager and the steps taken to correct the situation;

- (iii) Except with respect to equipment the preventative maintenance of which is carried out by a third party pursuant to a contract with the Corporation, prepare a preventative maintenance program for each major piece of equipment on the Property; submit such program to the Board for approval; make such program available for inspection by the Board or its representative at all reasonable times, maintain with respect to each such piece of equipment a log book recording maintenance, repairs and related costs; and maintain all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager.

(m) **Information and Emergency Situation**

- (i) Receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation, which communications, when action is required by the Manager or the Board, shall be requested to be in writing, except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose of, or co-ordinate the dealing with and the disposition of, such matter, provided, however, that any matter involving a policy decision or an interpretation of the Agreement Documents shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and deal with;
- (ii) Keep the Board and Owners and Residents advised of the current telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Agreement Documents or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Agreement Documents; it being understood that, if the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature;
- (iii) **Fire and Safety Procedures**
Record and put into practice a formal fire and safety plan which shall at the minimum include:
- 1) total compliance with the Ontario Fire Code;
 - 2) Identification of all residents requiring assistance in the event of an emergency;
 - 3) the formation and introduction of response team(s); and
 - 4) identification and elimination on a planned basis of hazards to safety.

(n) **Notice of Meetings**

At the request of the Board, schedule, arrange facilities and prepare all Notices and accompanying materials for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-Laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event; announcement of work to be performed in the common elements, and cause an authorized representative of the Manager to attend all meetings of the Board or the owners unless otherwise directed by the Board.

(o) **Books and Records of the Corporation**

Keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board within eleven (11) working days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (q) below; (the Manager hereby acknowledges that such books and records are the property of the Corporation). The software of the Manager used to maintain the books and records of account must be able to produce all records in machine - readable form to transfer such records to other software programs at the termination of this Agreement, as necessary.

(p) **Annual Budget**

Prepare and present to the Board for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses.

(q) **Financial Reporting**

(i) Provide the Board with monthly and year-to-date itemized unaudited financial statements by the 11th working day of each month showing:

- (1) Corporation income on an accrual basis;
- (2) dollar amount of common expense assessment collected;
- (3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
- (4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
- (5) the names and amounts of all other delinquent accounts;
- (6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
- (7) particulars of significant variations from budget;
- (8) an income and expense statement; and
- (9) a balance sheet.

(ii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.

(iii) Provide the Treasurer of the Corporation on a monthly basis with a copy of the following:

- (1) A general bank statement summary;
- (2) A reserve fund bank statement summary;
- (3) A bank reconciliation for the General Account;
- (4) A bank reconciliation for the Reserve Account; and
- (5) A detailed general ledger analysis.

(r) **The Register**

Maintain a register in accordance with the Act; use its best efforts to keep an up to date record of the names and addresses of all unit Owners and the e-mail addresses of those unit Owners that have consented to receive notice by e-mail, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge including any notices of summary of leases, copies of leases and renewal of leases provided in accordance with the Act (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Property Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners and residents recording the information shown in the register;

(s) **Status Certificate**

- (i) Upon receipt of a written request from any person and receipt of the fee prescribed by regulation under the Act, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (a "Status Certificate") and to issue such Status Certificate within the time limit prescribed by the Act;
- (ii) Before preparing a Status Certificate, if time permits, inspect the common elements adjoining the unit, and, if the Manager has reason to believe that the unit is unoccupied or may have been altered by the Owner or occupant without the approval of the Board, the Manager shall enter into and inspect the unit to determine whether or not the Corporation has any claim against the Owner as contemplated by section 89-92 and 98 of the Act and whether any violation of the Declaration, By-Laws or Rules exists;

- (iii) Be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of a Status Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement;
- (iv) Be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Status Certificates and related documentation.
- (t) **Manager's Report and Access to Records**
- (i) Present to the Board at least 48 hours prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation, the directives of the Board to the Manager and show the actions of the Manager with respect to these directives of the Board;
- (ii) Make available all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his agent duly authorized in writing.
- (u) **Investment of Surplus & Reserve Funds**
- Develop and monitor an investment program as approved by the Board to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long term reserve accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board and permitted by law.
- (v) **Fidelity Bond - of the Manager**
- Arrange, obtain and maintain a Fidelity Bond covering the Manager's own employees for, in the name, and at the expense of the Manager, which Fidelity Bond shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.
- (w) **Spending Restrictions**
- Where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of One Thousand Dollars (\$1,000), obtain and submit at least three (3) written tenders unless the Board is satisfied with a fewer number, for presentation to the Board and obtain the approval of the Board prior to entering into the contract.
- (x) **Filing of Returns**
- In connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.
- (y) **Personal Information**
- (i) The term "personal information" shall mean all information about an identifiable individual as set out in all applicable privacy laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) (Personal Information). The Manager shall protect and keep confidential all Personal Information about or pertaining to all individuals that is disclosed by the Corporation or otherwise obtained by the Manager under this Agreement. During the term of the Agreement, the Manager shall collect and use Personal Information only to exercise the rights and perform the obligations for which such information was disclosed to the Manager, as specifically set forth in or clearly implied by this Agreement.

- (ii) The Manager may not disclose Personal Information to another party unless such disclosure is (i) permitted under this Agreement; (ii) authorized by the Corporation, or (iii) required by law, in which case the Manager will provide prior notice of such disclosure to the Corporation.

V. LEGAL SERVICES

The services of the Manager shall not include the provision of legal services of any kind, but shall include the procuring of such services upon the express instructions of the Board.

VI. ACCESS TO UNITS

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-Laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

VII. MANAGER'S COMPENSATION

The Manager shall be compensated according to the following schedule, the current fees being due and payable from the current common expense assessments collected each month :

Unless terminated in accordance with the provisions of Article XVI, a fee of Four Thousand, Nine Hundred and Thirty-Five Dollars (\$4,935.00) for the period of December 14 - 31, 2012 and a fee of Eight Thousand, Five Hundred Dollars (\$8,500.00) per month from January 1, 2013 to November 30, 2013 and a fee of Eight Thousand, Seven Hundred Dollars (\$8,700.00) per month from December 1, 2013 to November 30, 2014 is payable by monthly pre-authorized payment, in advance, on the first day of each and every month. The Manager's fee includes all management staff salaries and all office expenses directly related to the business of the Manager with respect to the performance of the duties of the Manager hereunder, but does not include any expenses directly related to the business offices of the Corporation; provided that any additional expenses or costs shall be payable to the Manager by the Corporation hereunder only if agreed to in writing by the Corporation.

Notwithstanding any other provision of this Agreement to the contrary, in addition to the management fees noted above, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to the management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services, sales tax, value added tax or otherwise, (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of such value taxes so payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of such amount as it has for the recovery of the management fees under the Agreement.

The Corporation shall provide, without charge, for the exclusive use of the Manager and its staff, such office accommodation as is designated by the Board as the "Management Office".

Subject to Article XVI, the parties agree that at the expiration of the term of the Agreement resulting in a renewal, the Manager's fee will be renegotiated with the Corporation within sixty (60) days of the expiration of the original term and the revised and agreed upon fee shall be acknowledged in writing by both parties and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII for such renewal term and shall be appended to this Agreement.

VIII. UNIT REPAIRS, PLANS AND SPECIFICATIONS

- (a) Notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners, individually, save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board.

- (b) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement shall be provided at the expense of the Corporation, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

IX. CO-OPERATION OF THE BOARD

The Corporation acknowledges that the Board must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board may designate, from time to time, the person who, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs of the Corporation, is authorized to represent the Board when the Manager wishes to consult with, or obtain the approval of, the Board before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters. If such designation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person. In the absence of designation, or if a designation is revoked, the President of the Corporation shall be deemed to be the person who has such authority.

X. INDEMNIFICATION

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, actions, obligations, liabilities, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property or incurred by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation, except in the case of default of the Manager in complying with the provisions of this Agreement or in the case of any negligence, fraud, illegal or dishonest act, or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporation completely free and harmless from any and all claims, actions, obligations, liabilities, cost, expenses and fees arising out of the default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act or intentional harm caused by the Manager, its employees or agents.

XI. COMPREHENSIVE LIABILITY INSURANCE

- (a) The Corporation shall obtain, or authorize the Manager to arrange for, comprehensive liability insurance on the Property to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:
 - (i) the Manager shall be named as an insured together with the Corporation, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
 - (ii) the insurer undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy. The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.
- (b) The Manager shall, during the term of this Agreement and any extensions or renewals thereof, place and maintain at its sole costs and expense in the name of the Manager, with the Corporation named as an additional insured as its interest may appear, comprehensive commercial general liability and professional liability insurance showing a limit of not less than five million dollars (\$5,000,000.00) inclusive, which insurance policy shall include coverage for contractual liability and non-owned automobile liability. In addition, such policy shall contain a severability of interests clause and a cross-liability clause. The Manager agrees to provide the Corporation with a certificate of insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining such insurance and also to provide the Corporation with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.

XII. SPENDING AUTHORITY AND DEFICIT FINANCING

The annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. No expenses may be incurred or commitments made by the Manager in the name of the Corporation in connection with the maintenance and operation of the Property in excess of the amounts allocated to the various classifications of expense in the approved budget; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding every such expenditure.

Unless the Board has specifically authorized such procedure, under no circumstances shall the Manager advance funds to the Corporation on a temporary loan basis whether interest is charged to the Corporation or not in the event of a cash deficit occurring in the Corporation's current account. The Manager shall notify the Board of any anticipated cash deficit and the Board shall take immediate steps to obtain the necessary funds to cover any such deficit in accordance with the By-Laws by either the levying of a special assessment, the delivery of a revised budget, or the exercise of its borrowing authority on behalf of the Corporation.

XIII. COLLECTION OF COMMON EXPENSES

The Manager, in addition to its covenant to enforce the Declaration and By-Laws as herein provided, shall actively pursue the collection of unpaid common expenses assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost save in those instances where legal action, including the filing of notices of lien pursuant to the Act, is required. It is understood that the Manager shall instruct the Corporation's solicitor to file the notice of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults. Prior to such notice, the Manager shall serve the owner with Form 14, a Notice of Lien, pursuant to Section 85(4) of the Act, and be entitled to charge such owner in receipt of the form the sum of One Hundred Dollars (\$100.00).

In the event that the Manager fails to ensure the filing of a notice of lien, or to notify the Corporation's solicitor to register Certificates of Lien within the time prescribed by the Act covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

XIV. FIDUCIARY RELATIONSHIPS

The Manager (if required) may engage any parent or subsidiary Corporation or any persons, firm or Corporation associated, affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject, however, to the prior approval of the Board in each and any such instance and subject further to the provisions of Article XII hereof.

XV. RELATIONS WITH OWNERS AND RESIDENTS

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Board, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in as prompt and diligent a manner as possible.

XVI. TERMINATION

- (a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of such notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other documents or information.
- (b) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately upon the happening of any of the following events:
 - (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
 - (ii) the termination of the government of the Property by the Act; or
 - (iii) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder; or
 - (iv) at the option of the Corporation, the assignment by the Manager of its contract with the Corporation or the sale of its business, or control of its business without the approval of the Corporation.
- (c) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,
 - (i) the Manager shall as soon as possible thereafter and within twenty (20) days after the date of effective termination pay over any balance in the Corporation's bank account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
 - (ii) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, in whatever format and media the same may be recorded and maintained, other than accounting books and records, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporation shall be excluded;
 - (iii) all accounting books and records, in whatever format and media the same may be recorded and maintained, kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one (1) full calendar month after the termination date, or after an audited statement, if required by either party, is presented;
 - (iv) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement;
 - (v) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

XVII. NOTICE

Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed to the Corporation, c/o the President at his/her address from time to time, and to the Manager, c/o the President at 3190 Steeles Avenue East, Suite 200, Markham, Ontario L3R 1G9 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

XVIII. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

XIX. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation. Such consent shall not be unreasonably withheld.

XX. GENDER AND NUMBER

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this _____ day of _____, 2012.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: _____

Per: _____

BROOKFIELD RESIDENTIAL SERVICES LTD.

Per: _____

Per: _____

RESOLUTION BY THE BOARD OF DIRECTORS
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
PASSED AT A MEETING HELD ON _____, 2012

BE IT RESOLVED THAT :

From time to time and until otherwise instructed by this Corporation, Brookfield Residential Services Ltd. shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-Law of the Corporation:

- (a) Status Certificates pursuant to Subsection 1 of Section 76 of *The Condominium Act*, R.S.O. 1990, Chapter 26 as amended (the "Act").
- (b) Notice of Lien Form 14's pursuant to Subsection 4 of Section 85.
- (c) Discharges of Lien pursuant to Subsection 7 of Section 85 of the Act.

DATED at _____, Ontario this _____ day of _____, 2012

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: _____

Per: _____

ACCESS AGREEMENT

THIS AGREEMENT made the 14th day of December, 2012.

B E T W E E N :

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

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

- and -

DAVENPORT DEVELOPMENT INC.

(hereinafter called the "**100 Davenport Owner**")

WHEREAS:

- (A) The Corporation was created by the registration of the Declaration and Description as Instrument No. AT3199026 of the mixed-use condominium building (the "**Condominium**") situate on the lands municipally known as 88 Davenport Road, Toronto, Ontario, as more particularly described in Schedule "A" attached hereto (the "**88 Davenport Lands**").
- (B) The 100 Davenport Owner is the registered owner of the lands and premises municipally known as 100 Davenport, Toronto, Ontario, as more particularly described in Schedule "B" attached hereto (the "**100 Davenport Lands**").
- (C) The Corporation has agreed to grant the 100 Davenport Owner certain permissions and licenses for the purpose of facilitating the 100 Davenport Owner's potential development of the 100 Davenport Lands (including, without limitation, an underground connection below Blackmore Street connecting the existing underground garage of the Condominium to the proposed underground garage of the development which may be constructed on the 100 Davenport Lands).

NOW THEREFORE in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties to this Agreement hereby agree as follows:

ARTICLE 1 LICENSES AND RESTRICTIONS

- 1.1 The Corporation hereby agrees and undertakes to permit the 100 Davenport Owner and its successors, contractors, subcontractors, agents, representatives and employees, at no cost or expense to the 100 Davenport Owner and its successors and assigns, access to the 88 Davenport Lands to perform, *inter alia*, the following activities in connection with the potential development of the 100 Davenport Lands including the free, uninterrupted and unobstructed right and license to:
 - (a) construct and install tie-back soil anchors and ancillary installations within the below-grade portions of the 88 Davenport Lands;
 - (b) place or attach lateral structural supports upon the 88 Davenport Lands for the protection and benefit of existing, new or planned foundations, load bearing walls and other below grade installations for the development proposed on the 100 Davenport Lands;
 - (c) erect temporary hoarding and/or fencing upon the 88 Davenport Lands; and
 - (d) permit the operation and over-swing through the air space of cranes above portions of the 88 Davenport Lands.
- 1.2 The Corporation irrevocably acknowledges that it will not directly or indirectly object to, or obstruct the exercise of the rights granted to the 100 Davenport Owner, and its successors and assigns, pursuant to this Agreement.
- 1.3 In connection with the rights set out in Section 1.1(a) and (b):

- (a) The Corporation hereby grants to the 100 Davenport Owner the free, uninterrupted and unobstructed right and license in favour of the 100 Davenport Owner and its successors, contractors, subcontractors, agents, representatives and employees to encroach in, under, across and through part or parts of the 88 Davenport Lands for the purposes of boring cavities and installing an underground system of tie-back soil anchors and ancillary installations (the **'Shoring System'**) in order to provide support for the construction of the proposed development on the 100 Davenport Lands. The Shoring System shall be installed in accordance with the shoring plans and drawings prepared by the 100 Davenport Owner's consulting engineer. The 100 Davenport Owner acknowledges and agrees to accept the license herein granted over the 88 Davenport Lands on an "as is, where is" basis without any representation or warranty whatsoever.
- (b) Prior to commencing the installation of the Shoring System, the 100 Davenport Owner shall, at its sole cost and expense, arrange for a pre-construction survey of the 88 Davenport Lands to be carried out by the 100 Davenport Owner's consulting engineer and the 100 Davenport Owner shall provide a copy of such pre-construction survey to the Corporation prior to exercising the rights and licenses granted to the 100 Davenport Owner pursuant to this section 1.3. Upon completion of construction of the proposed development on the 100 Davenport Lands, the 100 Davenport Owner shall arrange, at its sole cost and expense, for a post-construction survey of the 88 Davenport Lands to be carried out by the 100 Davenport Owner's consulting engineer, and the 100 Davenport Owner shall provide a copy of such post-construction survey to the Corporation.
- (c) The 100 Davenport Owner covenants to install the Shoring System in a good, safe and workman-like manner and in such a manner that it will not interfere with or obstruct the natural surface drainage or run-off on or over the 88 Davenport Lands and to exercise the licenses herein and access to the 88 Davenport Lands in such a manner as will minimize, as much as is reasonably possible, interference with or inconvenience to the occupants of the 88 Davenport Lands.
- (d) At its sole cost and expense, the 100 Davenport Owner shall upon written notice thereof and once construction of the proposed development on the 100 Davenport Lands is complete, expeditiously repair and restore to their prior condition (with the exception of the removal of the tie-back anchors and ancillary installations referred to in this Section 1.3) those parts of the 88 Davenport Lands that are damaged by the 100 Davenport Owner's operations and installations in connection with the Shoring System or excavation or construction undertaken in connection with the proposed development on the 100 Davenport Lands.
- (e) The 100 Davenport Owner covenants and agrees that all of the construction for the proposed development on the 100 Davenport Lands that is in the vicinity of the 88 Davenport Lands and the installation of the Shoring System and all repair and restoration work carried out pursuant to this Section 1.3, shall be carried out in a good and workman-like manner and with the least reasonably possible amount of interference with or inconvenience to the occupants of the 88 Davenport Lands. In addition, the 100 Davenport Owner covenants and agrees to ensure that no liens are registered on the 88 Davenport Lands as a result of any work undertaken by it and to cause any such liens to be discharged within ten (10) days of written notice thereof.
- (f) The 100 Davenport Owner shall not be required to remove any tie-back anchors and other installations associated therewith installed below in, under, across and through the 88 Davenport Lands pursuant to this Section 1.3.
- (g) Upon the expiry of the right and license granted to the 100 Davenport Owner pursuant to this Section 1.3, the Corporation shall have no obligation with respect to the tie-back anchors and installations described in this Section 1.3 and shall not assume any liability with respect thereto.

1.4 The 100 Davenport Owner acknowledges and agrees that the rights granted by the Corporation in favour of the 100 Davenport Owner in Article 1.1 do not constitute the grant of an easement nor confer any title or interest in the 88 Davenport Lands and that such rights are temporary but shall nonetheless be in full force and effect from the date of the start of construction (the **"Commencement Date"**) on the 100 Davenport Lands and shall terminate thirty-six (36) months thereafter (the **"Termination Date"**).

ARTICLE 2 INDEMNIFICATION

- 2.1 The 100 Davenport Owner hereby agrees to indemnify and save the Corporation harmless from and against any and all claims, damages, losses, liabilities, demands, suits, judgments, causes of action, legal proceedings, penalties or other sanctions (the "**Claim(s)**") which may result from or arise out of or in relation to the 100 Davenport Owner's use of the 88 Davenport Lands in the exercise of the rights granted in favour of the 100 Davenport Owner pursuant to Article 1, save and except to the extent that any such Claim(s) arise by virtue of the negligence and/or willful neglect of the Corporation or its employees, agents, representatives or any other person or persons for whom it is responsible at law.

ARTICLE 3 INSURANCE

- 3.1 The 100 Davenport Owner shall take out and keep in full force and effect at all times between the Commencement Date and the Termination Date, comprehensive general liability insurance naming the Corporation as an insured party with limits in an amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence, on an occurrence basis, with the usual provisions for cross-liability and severability of interest and including coverage for personal injury liability, bodily injury liability, contractual liability, death and damage to property resulting in a financial loss to the Corporation. Prior to exercising any of the rights granted in its favour pursuant to Article 1, the 100 Davenport Owner shall provide the Corporation with evidence that such insurance is in place and is being continued and remains in force during the currency of this Agreement.

ARTICLE 4 NOTICE

- 4.1 Any notice or other communication required to be given by this Agreement shall be in writing and shall be effective if personally delivered or sent by prepaid telecopier, facsimile transmission or other similar means of electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address as the party to whom such notice or communication is to be given shall have advised the party giving same in the manner provided in this section:

- (a) To the Corporation:

88 Davenport Road
Toronto, Ontario
M5R 0A5

Attention: President

- (b) To the 100 Davenport Owner:

100 Davenport Road
Toronto, Ontario
M5R 1H7

Attention: Julie Di Lorenzo

- 4.2 Any notice or other communication given in accordance with this Agreement shall be deemed to have been validly and effectively given and received on the date of delivery and if sent by telecopier, facsimile transmission or other electronic communication with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 5:00 p.m., in which case it shall be deemed to have been received on the next following Business Day.
- 4.3 For all purposes of this Agreement, "Business Day" shall mean any day of the week except Saturday, Sunday or a statutory holiday in the Province of Ontario.

ARTICLE 5 GENERAL

- 5.1 The rights granted to the 100 Davenport Owner by this Agreement are personal only and create no interest or right in the 88 Davenport Lands and the Corporation shall not assign, transfer or set over this Agreement or any part hereof or any rights herein or hereto without having obtained the prior written consent of the 100 Davenport Owner, which consent may not be

arbitrarily withheld. This Agreement, or any notice thereof, shall not be registered against the title to either the 88 Davenport Lands or the 100 Davenport Lands.

- 5.2 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and it is understood and agreed that there are no agreements, conditions, warranties, terms, representations or arrangements, oral or written, statutory or otherwise, other than those contained herein.
- 5.3 This Agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario.
- 5.4 Time shall be of the essence of this Agreement and every part hereof.
- 5.5 This Agreement shall be read with all changes in gender and number required by the context.
- 5.6 The headings contained in this Agreement are for convenience of reference only, and shall not affect the interpretation of this Agreement.
- 5.7 If for any reason whatsoever any term, covenant or condition of this Agreement or the application hereof to any person, firm or corporation or circumstance is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:
- (a) shall be deemed to be independent of the remainder of this Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability shall not affect, impair or invalidate the remainder of this Agreement or any part thereof; and
 - (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person or circumstance other than those as to which it has been held or rendered invalid, unenforceable or illegal.
- 5.8 Subject to any restrictions herein contained, this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 5.9 This Agreement may be executed in several counterparts, each of which, once executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the same date as written above on this Agreement. Any party hereto may initially execute and deliver an executed copy of this Agreement by facsimile transmission or in PDF form, which shall be sufficient to bind such party. Any party that initially executes and delivers this Agreement by facsimile transmission or in PDF form, shall however, within a reasonable period thereafter, deliver originally signed copies of this Agreement to the other party.
- 5.10 The Corporation agrees to forthwith execute all such documents, instruments and assurances, and take and cause all such actions, as may be required or necessary to carry out the true intent of this Agreement.

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

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2280**

Per: _____
Name: Giuliana Chiara Di Lorenzo
Title: President

Per: _____
Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation.

DAVENPORT DEVELOPMENT INC.

Per: _____

Name: Julie Di Lorenzo

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

88 DAVENPORT LANDS

All units and common elements of Toronto Standard Condominium Plan No. 2280 being PINs 76280-0001(LT) to 76280-0459(LT) inclusive.

SCHEDULE "B"

100 DAVENPORT LANDS

Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680E, Part of Lot A, Plan 364 and Part of Lots 1, 2, 3, 4, and 5, Plan 303 Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002(LT).

SHARED FACILITIES AGREEMENT

This Agreement made this 14th day of December, 2012.

BETWEEN:

SEVENTY-SIX DAVENPORT GP LTD.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter called the "**Declarant**")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280,
a condominium corporation created by the registration of a declaration and description on the 14th day of December, 2012, in the Land Registry Office for the Land Titles Division of Toronto as Instrument No. AT3199026 (the "**Declaration**")

(hereinafter referred to as the "**Corporation**")

- and -

DAVENPORT DEVELOPMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**100 Davenport Owner**")

WHEREAS:

- A. The Declarant is the registered owner of all of the units and common elements in Toronto Standard Condominium Plan No. 2280 (the "**Condominium**") situate in the City of Toronto, in the Province of Ontario, as more particularly described in Schedule "A" attached hereto ("**88 Davenport**"), and the Corporation administers, controls and maintains the common elements on behalf of the owners of the units and common elements (the "**Owners**") within the Condominium Plan;
- B. The 100 Davenport Owner is the registered owner of the lands and premises municipally known as 100 Davenport Road, Toronto and legally described in Schedule "B" attached hereto ("**100 Davenport**");
- C. The Corporation acknowledges that the 100 Davenport Owner may elect, in its sole discretion and without any obligation to do so, to design any future development to be constructed on 100 Davenport, such that access to and from the underground garage at 100 Davenport would be below Blackmore Street via Unit 3, Level 1 (the "**Driveway Unit**"), Units 24 and 25, Level B (the "**Temporary Designated Parking Units**"), and Unit 28, Level B (the "**Knockout Panel Unit**") of the Condominium and an elevator designated for access to Level B of the Condominium's underground parking garage; and
- D. The Declarant, the Corporation, on its own behalf, and on behalf of the Owners, and the 100 Davenport Owner have entered into this Agreement for the purpose of providing for the mutual use of the Shared Facilities, which serve and benefit the parties hereto.

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

Article 1 Recitals and Definitions

Section 1.1 Recitals

The recitals hereinbefore set forth are true in substance and in fact.

Section 1.2 Parties

All references to the Declarant, the 100 Davenport Owner, the Owners and the Corporation shall include their respective managers, agents, workmen, contractors, residents, invitees, successors and assigns, as the context may require, including without limitation any condominium corporation which may be created by the 100 Davenport Owner on the 100 Davenport Lands.

Section 1.3 Definitions

In this Agreement the following terms shall have the following meanings:

- (a) **"Acceptable Standard"** means, with respect to the maintenance and repair of the Shared Facilities, in accordance with all applicable laws, municipal standards and regulations and in a good state of repair and comparable condition to the standard of maintenance and repair of the Condominium;
- (b) **"Act"** means the *Condominium Act, 1998*, and any amendments thereto;
- (c) **"Effective Date"** has the meaning set out in Section 2.2;
- (d) **"Shared Facilities"** means the Driveway Unit, the Temporary Designated Parking Units, the Knockout Panel Unit and the elevator designated for access to Level B of the Condominium's underground parking garage;
- (e) **"Shared Facilities Costs"** shall mean those costs and expenses incurred by the Parties in operating, maintaining and repairing the Shared Facilities, and which the parties hereto, their successors and assigns, including the Owners, have agreed to share as set forth in the manner described in Article 3 hereof.

Article 2 Ownership Interests

Section 2.1 Driveway Unit

The Driveway Unit will be conveyed to the Corporation within ninety (90) days following registration of the Declaration creating the Corporation, as to an undivided 99% interest, with the 100 Davenport Owner (or any condominium corporation created in the future, with respect thereto) to be conveyed an undivided 1% interest, as tenants-in-common.

Section 2.2 Temporary Designated Parking Units and Knockout Panel Unit

Until such time, if ever, that the underground connection between 100 Davenport and 88 Davenport has been constructed and is actually in use (the **"Effective Date"**) the Temporary Designated Parking Units and the Knockout Panel Unit shall be retained by the Declarant and used for the purposes for which they were designed. Form and after the Effective Date, the Temporary Designated Parking Units and Knockout Panel Unit shall cease to be used for the purposes for which they were designed and shall thereafter be used, together with the Driveway Unit for ingress and egress pursuant to the terms of this Agreement, at which time an undivided 99% interest in the Temporary Designated Parking Units and Knockout Panel Unit will be conveyed to the Corporation, and an undivided 1% interest to the 100 Davenport Owner (or any condominium corporation created with respect thereto), as tenants-in-common.

Article 3 Apportionment Of Costs

Section 3.1 Prior to the Effective Date

Until the Effective Date, all Shared Facilities Costs shall be payable by the Corporation, as to one hundred percent (100%) notwithstanding the ownership of the Shared Facilities. For greater certainty,

prior to the Effective Date, the 100 Davenport Owner and the Declarant shall not be responsible for any of the Shared Facilities Costs, notwithstanding their ownership of any interests in the Shared Facilities, as aforesaid.

Section 3.2 From and after the Effective Date

From and after the Effective Date, each of the Corporation and the 100 Davenport Owner (or any condominium corporation created with respect to 100 Davenport) shall be responsible for the payment of its share of the Shared Facility Costs as set out in Section 4.2(e) hereto, based upon the Declarant's determination, of such allocated share calculated as follows:

- (a) The Corporation's proportionate share shall be based upon the number of parking spaces in the Condominium (currently being 159 spaces), as that figure relates to the total number of parking spaces in the Condominium and the building constructed on 100 Davenport as at the Effective Date; and
- (b) The 100 Davenport Owner's proportionate share shall be based upon the number of parking spaces in the building constructed on 100 Davenport as at the Effective Date, as that figure relates to the total number of parking spaces in the Condominium and the building constructed on 100 Davenport as at the Effective Date.

Any dispute arising concerning the determination of the proportionate shares of the Shared Facilities Costs as aforesaid shall be resolved in accordance with the Dispute Resolution provisions set out in Article 9 hereto.

Section 3.3 Wilful Neglect or Act or Omission

The costs of any repairs or maintenance to the Shared Facilities necessitated by the wilful or negligent act or omission of a party hereto shall be paid by such party and shall not be included in its allocated share of the Shared Facilities Costs.

Article 4 Management of Shared Facilities

Section 4.1 Prior to the Effective Date

Prior to the Effective Date, the Shared Facilities shall be managed, operated, controlled, repaired and maintained by the Corporation, subject to the provisions of the Declaration.

Section 4.2 From and After the Effective Date

From and after the Effective Date:

- (a) The management, operation, control, use, repair and maintenance of the Shared Facilities shall be the responsibility of a committee comprised of one (1) member appointed by each of the Corporation and the 100 Davenport Owner (or any condominium corporation created with respect to 100 Davenport) (the "**Committee**").
- (b) All Committee representatives must be present in person or by proxy to constitute a quorum. All decisions of the Committee shall be decided unanimously with each member thereof having one vote. Any member of the Committee may call a meeting thereof by giving at least ten (10) days prior written notice thereof to all other members of the Committee in the same manner as notices are required to be given to directors of a condominium corporation in accordance with the Act with respect to directors' meetings.
- (c) The Committee shall, *inter alia*, be responsible for:
 - (i) establishing rules of conduct, procedure, use and access with regard to the use and maintenance of the Shared Facilities;
 - (ii) overseeing the provision, maintenance and replacement of equipment and structures in respect of the Shared Facilities, as applicable;
 - (iii) overseeing the maintenance and repair of the Shared Facilities including payment obligations and procedures as described herein; and

- (iv) overseeing the payment of any realty taxes pertaining to the Shared Facilities.
- (d) The Committee shall not less than once annually prepare and submit to each party hereto a separate budget which shall set out the then applicable Shared Facilities Costs (the "**Shared Facilities Budget**"). Such Shared Facilities Budget shall allocate responsibility for the various Shared Facilities Costs in accordance with the allocation set out in Section 3 above.
- (e) The Shared Facilities Budget shall be circulated to each party required to fund any portion of the Shared Facilities Costs (the "**Contributing Party**") by no later than October 31 of the year preceding the budget year. To the extent a party is required to make payments on account of Shared Facilities Costs, the Shared Facilities Budget shall set forth the amounts required to be paid by each party and to whom payments are to be made, which payments shall be made in equal monthly instalments on the last day of the month. Any Contributing Party who disagrees with any budgeted share may refer the matter to arbitration as otherwise provided for herein, pending the resolution of which the Contributing Party shall pay in accordance with the Shared Facilities Budget, subject to reconciliation, if necessary, after the arbitration has been completed. Within sixty (60) days after the end of such calendar year, the party preparing the Shared Facilities Budget shall prepare a reconciliation of the Shared Facilities Budget for such year with the actual expenditure for the budgeted amounts and forward a copy of such reconciliation to each Contributing Party. Each Contributing Party shall be credited with the amount of any overpayment against any future payments or shall forthwith pay the amount of any underpayment to the party performing the work in respect of such overpayment.
- (f) Each party hereto covenants and agrees to adopt and be bound by the annual Shared Facilities Budget prepared in accordance with this Agreement and agrees to pay and be solely responsible for its share of the Shared Facilities Costs as set forth in the Shared Facilities Budget.

Article 5 Records

Section 5.1 Retention of Records

The Corporation shall retain, in the City of Toronto, until the expiry of five (5) years from the end of the calendar year in which they relate, copies of all statements and records of its contracts and expenses in connection with the maintenance, repair and operation of the Shared Facilities. All statements and records shall be kept in accordance with generally accepted accounting principles, and the Corporation shall permit the Declarant, the Owners, and the Owner of 100 Davenport (or any condominium corporation created with respect thereto) to inspect such books and records from time to time upon no less than five (5) business days advance written notice and to make further copies thereof for and at the expense of the Corporation.

Article 6 Default

Section 6.1 Owners' and 100 Davenport Owner's Continuing Obligation

In no event shall the Owners, or the 100 Davenport Owner (or any condominium corporation created with respect thereto) delay or refuse, for any reason whatsoever, to make any payment of their allocated share of the Shared Facilities Costs to the Corporation at such time as when the Owners or the 100 Davenport Owner (or any condominium corporation created with respect thereto) are responsible to make payments under this Agreement, and all such required payments shall be made in strict compliance with this Agreement.

Section 6.2 Default

- (a) In the event that the Owners or the 100 Davenport Owner (or any condominium corporation created with respect thereto) shall be in default of their payment to the Corporation for their allocated share of the Shared Facilities Costs as hereinbefore provided, the Owners and/or the 100 Davenport Owner shall pay to the Corporation interest on the overdue amount calculated from the date of default until the receipt of payment at the rate of four percent (4%) above the prime lending rate charged from

time to time by the Corporation's Bank to its most creditworthy customers, together with any legal costs incurred by the Corporation, on an as-between a solicitor and its own client basis, in the collection or attempted collection of the unpaid amount.

- (b) If any party shall fail to commence and complete all reasonable steps to cure a default under this Agreement forthwith upon receipt of notice of such default by another party hereto, then the party giving the notice may take all reasonable steps to cure the default, including, without limitation, the performance of maintenance, repair or replacement work, the hiring of contractors, the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The defaulting party shall, upon demand, reimburse the party taking such steps for all costs and expenses paid or incurred in the exercise of such rights.

Article 7

Damage and Destruction

Section 7.1 Insurance

The Corporation shall arrange to obtain and maintain adequate property damage and public liability insurance for the Condominium (including the Shared Facilities) containing appropriate coverages and limits as would a prudent owner of a comparable property, insuring the interests of or, alternatively naming as co-insured, each of the parties hereto, their respective agents, directors, officers and employees in and with respect to the Shared Facilities. Such policy or policies shall contain a provision prohibiting its/their cancellation or substantial modification without at least sixty (60) days written notice by registered mail to the parties hereto.

Section 7.2 Rebuilding after Damage

If the Shared Facilities are damaged or destroyed, the Corporation at its sole cost, shall rebuild, restore and repair same to the Acceptable Standard as soon as is reasonably possible following damage or destruction thereof. During the period of time reasonably required by the Corporation to rebuild, restore and repair the Shared Facilities to the Acceptable Standard, which repairs and restoration shall be carried out in a diligent manner, the (otherwise) stated obligation of the 100 Davenport Owner to contribute its allocated share of the Shared Facilities Costs shall be suspended.

Section 7.3 Force Majeure

Whenever and to the extent that the Corporation is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work by reason of force majeure (which shall not include financial inability), the Corporation's obligations hereunder shall be postponed and the Corporation shall be relieved from any liability in damages or otherwise for a breach thereof for so long as and to the extent such prevention, hindering or delaying (beyond the control of the Corporation) continues to exist.

Article 8

Repairs and Improvements

Section 8.1 Repairs to the Shared Facilities

The Owners and the 100 Davenport Owner acknowledge and agree that the Corporation may, on occasion, be required to remove or excavate part of the Shared Facilities to effect and carry out repairs to utility lines and servicing systems which may be located below these components and/or to carry out major repairs to the Condominium's parking garage, such that both the Owners and the residents of the condominium corporation created with respect to 100 Davenport, if any, during such temporary period that repairs are being undertaken, may not be able to fully use and enjoy, in their entirety, the Shared Facilities. During such temporary period that such work is undertaken, the Corporation, in arranging to carry out such work, shall consult, initially, with the Owners and the 100 Davenport Owner (or any condominium corporation created with respect thereto), to provide, if possible, continued access to the Condominium's parking garage and the 100 Davenport parking garage, as appropriate. Following the completion of the repair work, the Shared Facilities, as the case may be, shall be restored by the Corporation to the Acceptable Standard.

Section 8.2 Improvements

If the Corporation desires to make and carry out, as Shared Facilities Costs, any improvements above the Acceptable Standard of maintenance, repair and replacement of the Shared Facilities, the decision to

carry out and implement such improvements shall require the prior consent of the Owners and the Owner of 100 Davenport (or any condominium corporation created with respect thereto), failing which the capital cost of the proposed improvements shall not be carried out as Shared Facilities Costs, but rather at the sole expense of the Corporation.

Article 9 Dispute Resolution

Section 9.1 Dispute Resolution

Unless otherwise specifically provided for in this Agreement or as required in the Act, all disputes, controversies, claims or disagreements by any of the parties to this Agreement with respect to one or more of the other parties to this Agreement, arising out of or relating to this Agreement (singularly, a "Dispute", and collectively, "Disputes") shall be resolved in the following manner:

- (a) first, within 10 days after the receipt of notice of a Dispute by one party to one or more of the other parties, the applicable parties shall in good faith attempt to negotiate for a period of 30 days in an effort to resolve the Dispute;
- (b) second, if the applicable parties are unable to resolve the Dispute within such thirty (30) day period, if applicable, they shall retain a mutually acceptable expert to assist them in resolving the Dispute within ten (10) additional days, failing which each applicable party shall retain an expert on the eleventh day and the experts thus chosen shall together act as the expert for the purposes of this section. If any applicable party shall fail to appoint an expert as required hereunder, the expert or experts appointed by the other applicable party or parties shall be the sole expert or experts. Within ninety (90) days after the experts (or such single expert) have been retained, the experts (or such single expert) shall, on a non-binding basis, advise the applicable parties in writing of their views. The fees and expenses of the experts (or such single expert) shall be borne equally by the applicable parties to the Dispute;
- (c) third, if the applicable parties are still unable to resolve the Dispute within such ninety (90) day period, the applicable parties shall resort to arbitration procedures set forth in Section 9.2; and
- (d) fourth, any party to the Dispute shall be entitled to join any Dispute proceeding arising out of this Agreement with any other Dispute proceeding arising out of this Agreement.

Notwithstanding the provisions of this Section 9.1, if any of the applicable parties waives the provisions of Subsections 9.1(a) and (b) in respect of any Dispute by written notice to the others within the ten (10) day period provided for in Subsection 9.1(a), the applicable parties shall resort directly to the arbitration procedures set forth in Section 9.2 in respect of such Dispute.

Section 9.2 Arbitration

Except as otherwise provided in this Section 9.2 or as may be required pursuant to the Act, any Dispute, whether arising before or after the termination of this Agreement, shall be settled by arbitration as follows:

- (a) each party to the dispute shall be entitled to serve upon any of the other parties written notice of its desire to settle the matter by arbitration. Within 10 days after receipt of such notice, the applicable parties shall agree on the appointment of a single arbitrator. If within such 10 day period the parties fail to agree on an arbitrator, upon written request of any party, the arbitrator shall be appointed by any Judge of the Superior Court of Justice of Ontario, and the applicable parties shall be bound by the appointment so made;
- (b) the decision of the arbitrator shall be made within 30 days of the close of the hearing in respect of the arbitration (or such longer time as may be agreed to, if necessary, which agreement shall not be unreasonably withheld) when reduced to writing and signed by the arbitrator shall be final, conclusive and binding upon the applicable parties hereto with no right of appeal, and may be enforced in any court having jurisdiction;
- (c) the arbitration shall be held in Toronto, Ontario and shall be conducted in the English language and, except for those procedures specifically set forth in this Section 9.2, shall

be conducted in accordance with the *Arbitration's Act* (Ontario) as in effect on the date hereof; and

- (d) the arbitrator shall determine the proportion of the expenses of such arbitration which each applicable party shall bear; provided, however, that each applicable party shall be responsible for its own legal fees.

Notwithstanding anything contained in this Section 9.2, but subject to the Act, any party to this Agreement shall be entitled to commence legal proceedings involving the enforcement of an arbitration decision or award arising out of this Agreement in the courts of Toronto, Ontario (in which case the applicable parties hereto irrevocably submit and consent to the non-exclusive jurisdiction of the courts of Toronto, Ontario as regards to any such legal proceedings).

Article 10 Operation

Section 10.1 Operation

- (a) Each party in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality, or any agency thereof having jurisdiction.
- (b) Each party hereto covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any owner, resident, tenant, visitor, non-paying guest, servant or agent.
- (c) Each party herein covenants and agrees to sign any and all documents and perform any and all acts to remove any construction lien or other encumbrance or charge registered against the Shared Facilities.
- (d) All work required to be performed pursuant to this Agreement shall be performed by the Corporation in accordance with the Acceptable Standard.

Article 11 Indemnity

Section 11.1 Indemnity

Each party hereto shall indemnify and save harmless each other party hereto (in this provision hereinafter referred to as the "**Indemnitor**" and "**Indemnitee**", respectively) from all claims, demands, actions, causes of action, losses, damages, costs, charges, expenses and other liability whatsoever incurred by each Indemnitee in respect of any and all property damage, personal injury or death with respect to the Shared Facilities to the extent arising out of the negligence, act or omission to act by the Indemnitor, its lessees, sublessees, agents, contractors and others for whom it is in law responsible, except for any claims arising from the misconduct or negligence of the Indemnitee.

Article 12 Certificate of Compliance

Section 12.1 Certificate of Compliance

The parties hereto hereby covenant and agree that, at any time during the term of this Agreement, and within ten (10) days after written request, by any other party hereto (hereinafter collectively referred to as the "**Requesting Party**"), they shall execute and deliver to the Requesting Party, a certificate stating and confirming:

- (a) whether this Agreement or any supplementary, replacement and/or counterpart agreement hereto (the "**Replacement Agreement**"), has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
- (b) any existing default by any party under this agreement or Replacement Agreement within its knowledge, specifying the nature and extent thereof and in particular, whether any party has paid its proportionate share and/or any other costs or expenses it is required to pay hereunder, including whether any party claims any monies owing or outstanding; and

- (c) whether any party executing such certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance, repair or other work, or is making or has made any payment, the cost of which such other party will, pursuant to this agreement, be entitled to charge in whole or in part to the other party, but has not yet charged same to such other party.

The certificate of compliance as set forth in this article (the "**Certificate**"), may be pleaded and shall constitute a complete defence by the Requesting Party to any action brought, or to any claim that is inconsistent with the facts recited in the said Certificate.

Article 13

General

Section 13.1 Successors and Assigns

The benefits and obligations of this Agreement are intended to and shall run with and bind the units and common elements of the Condominium and 100 Davenport (and the units and common elements of any condominium which may be created on 100 Davenport), and this Agreement shall not be terminated other than by the written consent of the Corporation, the Declarant, and the 100 Davenport Owner (or any condominium corporation created with respect thereto).

Section 13.2 Transfer and Charge of Interest

- (a) Nothing in this Agreement shall prevent or be deemed to have prevented the sale, transfer, pledging or the disposition by any party hereto of the whole or any part of or interest in 88 Davenport or 100 Davenport provided that such transferee, chargee or condominium corporation executes a written assumption agreement agreeing to be bound by the provisions of this Agreement as if it was an original party thereto. In the event of such a sale or transfer, the party hereto effecting the sale or transfer shall be immediately released from its obligations under this Agreement arising from and after the execution and delivery of such assumption agreement as of the date of such transfer provided that the purchaser, transferee or condominium corporation executes the applicable assumption agreement as aforesaid. For greater certainty no assumption agreement shall be required from any unit owner of any condominium on 88 Davenport or 100 Davenport, however, the condominium corporation created for such lands shall be required to enter into such assumption agreement.
- (b) Any party may assign its interest in this Agreement to any chargee of its interest in the lands subject to this Agreement and such chargee may exercise any right, benefit, privilege, easement so assigned or transferred to it to the same extent as if in each instance this Agreement specifically granted such right, benefit, privilege, easement or right to such chargee, provided however that such chargee has first executed an assumption agreement in which it acknowledges that its charge is subordinate and postponed to the provisions of this Agreement and that it will be responsible for all obligations of such party if it becomes a chargee in possession or commences to enforce its security and so notifies the other parties to the Agreement that such is the case and thereafter it shall be entitled to the benefit of the easements and provisions set out in the Agreement granted in favour of its chargor and it shall be responsible for all obligations of such party provided that it shall no longer be responsible for any such obligations that arise after it ceases to be a chargee in possession and ceases to enforce its security and notifies the other parties to this Agreement that such is the case.

Section 13.3 Severability

If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Section 13.4 Notice

All notices, demands, requests, consent, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by facsimile transaction, or sent by registered mail, postage prepaid, return receipt requested to the following addresses:

- (a) to the Corporation:

88 Davenport Road
Toronto, Ontario
M5R 0A5

Attention: President

- (b) to the Declarant:

100 Davenport Road
Toronto, Ontario
M5R 1H7

Attention: Julie Di Lorenzo

- (c) to the 100 Davenport Owner:

100 Davenport Road
Toronto, Ontario
M5R 1H7

Attention: Julie Di Lorenzo

Section 13.5 Amendments

This Agreement shall not be modified or amended except by instrument in writing signed by the parties, or by their respective successors or assigns.

Section 13.6 Time

Time shall be of the essence of this Agreement and each of the provisions hereof.

Section 13.7 Headings

The headings and section names have been inserted herein for convenience of reference only and do not form part of this Agreement, nor shall they be referred to in the interpretation of this Agreement.

Section 13.8 Further Assurances and No Objection

The parties hereto hereby covenant and agree to forthwith complete all acts and execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of this Agreement. Without limiting the generality of the foregoing, the Corporation, on behalf of itself and all Owners, covenants and agrees not to directly or indirectly object to, or oppose any development applications (including without limitation, severance, variance, site plan approval, development, zoning, rezoning, Official Plan amendment, or any other similar applications) relating to any proposed development on 100 Davenport by the 100 Davenport Owner or its successors and assigns and agrees to sign all documentation as may be reasonably required to give effect to the foregoing, and acknowledges and agrees that, in the sole and unfettered direction of the 100 Davenport Owner and its successors and assigns, such development may include the underground connection between 88 Davenport and 100 Davenport through the Shared Facilities as described in this Agreement. In the event that the 100 Davenport Owner, elects in its sole and unfettered discretion not to construct the underground connection as aforesaid, upon written notification by the 100 Davenport Owner to the Corporation, this Agreement shall terminate and cease to have any further force and effect and in such event the parties agree to delete same from title to the properties, and the 100 Davenport Owner will convey its undivided 1% interest in the Driveway Unit to the Corporation.

Section 13.9 No Joint Venture

The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of joint enterprise, nor is the relationship of principal and agent created.

Section 13.10 Counterparts

This Agreement may be executed in several counterparts, each of which, once executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the same date as written above on this Agreement. Any party hereto may initially execute and deliver an executed copy of this Agreement by facsimile transmission or in PDF form, which shall be sufficient to bind such party. Any party that initially executes and delivers this Agreement by facsimile transmission or in PDF form, shall however, within a reasonable period thereafter, deliver originally signed copies of this Agreement to the other party.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto duly attested by the hands of their proper signing officers.

SEVENTY-SIX DAVENPORT GP LTD.

Per: _____
Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2280**

Per: _____
Name: Giuliana Chiara Di Lorenzo
Title: President

Per: _____
Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation

DAVENPORT DEVELOPMENT INC.

Per: _____
Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation

SCHEDULE "A"**88 Davenport Legal Description**

All units and common elements of Toronto Standard Condominium Plan No 2280 being PINs 76280-0001(LT) to 76280-0459(LT) inclusive.

SCHEDULE "B"**100 Davenport Legal Description**

Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680E, Part of Lot A, Plan 364 and part of Lots 1, 2, 3, 4 and 5, Plan 303, Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002(LT).

AGREEMENT AND UNDERTAKING

THIS AGREEMENT made this 14th day of December, 2012.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2280**

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

OF THE FIRST PART;

- and -

DAVENPORT DEVELOPMENT INC.

(hereinafter called the "**Davenport**")

OF THE SECOND PART.

IN CONSIDERATION of other valuable consideration and the sum of Ten Dollars (\$10.00) (the receipt and sufficiency of which is hereby acknowledged) the Corporation hereby agrees and undertakes as follows:

1. That it will not directly or indirectly object to or oppose any development applications (including without limitation, severance, variance, site plan approval, subdivision approval, development, zoning, re-zoning, Official Plan amendment or any similar applications) to the appropriate governmental authorities by Davenport, the current owner of the lands and premises known municipally as 100 Davenport Road, Toronto and legally described as Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680E, Part of Lot A, Plan 364 and Part of Lots 1, 2, 3, 4 and 5, Plan 303 Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002(LT) ("**100 Davenport**") or its affiliated, related or associated corporation(s) or their successors and assigns with regards to the development of 100 Davenport and agrees that this Agreement and Undertaking may be pleaded as a bar to any such objections.
2. The Corporation hereby irrevocably appoints Davenport as its attorney, pursuant to the *Powers of Attorney Act*, to withdraw any objection made in breach of this provision. This power of attorney, being coupled with an interest, shall be irrevocable.
3. The Corporation acknowledges that damages alone may not suffice to compensate Davenport from a breach of this provision and that Davenport shall be entitled to equitable relief from a court to cause the Corporation to abide with the terms hereof.

IN WITNESS WHEREOF the Corporation has executed this Agreement.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per: _____

Name: Giuliana Chiara Di Lorenzo
Title: President

Per: _____

Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation.

ACKNOWLEDGEMENT AND UNDERTAKING

TO: Lifetime Yorkville Residences Inc. ("**Lifetime**")

AND TO: Bratty and Partners, LLP, its solicitors herein

RE: Assignment and Assumption Agreement dated as of the 14th day of December, 2012 between Toronto Standard Condominium Corporation No. 2280 and Seventy-Six Davenport GP Ltd. (the "**Assignment and Assumption Agreement**") concerning the 32 Davenport Tie Back Agreement dated as of the 5th day of May, 2009 between Seventy-Six Davenport GP Ltd. and 2158118 Ontario Inc. (the "**Tie Back Agreement**")

The undersigned hereby acknowledges and undertakes to Lifetime to be bound by the provisions of the Tie Back Agreement as more particularly set out in the Assignment and Assumption Agreement, a copy of which is attached hereto as "Exhibit 1".

DATED at Toronto, this _____ day of _____, 2012.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per: _____
Name: Giuliana Chiara Di Lorenzo
Title: President

Per: _____
Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 14th day of December, 2012.

A M O N G :

**TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2280**

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

OF THE FIRST PART;

- and -

SEVENTY-SIX DAVENPORT GP LTD.

(hereinafter called the "**Declarant**")

OF THE SECOND PART;

WHEREAS:

- (a) Pursuant to the 32 Davenport Tie Back Agreement dated as of the 5th day of May, 2009, the Declarant and 2158118 Ontario Inc. set out their respective rights and obligations concerning the installation of subterranean soil anchors or tie backs on the lands municipally known as 76 Davenport Road, Toronto ("**76 Davenport**") and the operation of a construction crane through the airspace of 76 Davenport, all as more particularly set out in Schedule "A" attached hereto (the "**Tie Back Agreement**").
- (b) The parties agreed that upon registration of the Condominium, the Declarant shall assign its rights and obligations under the Tie Back Agreement as of the date hereof and the Condominium shall acknowledge and agree to be bound by all of the terms, provisions and conditions with respect to the Condominium, as of the date hereof.
- (c) The Condominium was registered as a condominium corporation by registration of its Declaration on the 14th day of December, 2012 as Instrument No. AT3199026.
- (d) The Condominium is entering into this Agreement to confirm and ratify the Tie Back Agreement and to agree to be bound by all of the terms, provisions and conditions thereof, as of the date hereof.

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

1. The Declarant assigns all of its rights and obligations under the Tie Back Agreement to the Condominium, as of the date hereof.
2. The Condominium hereby ratifies the Tie Back Agreement and agrees to assume and be bound by each and every one of the terms, provisions, covenants, agreements, obligations and conditions contained therein, as well as the benefits accruing there under as of the date hereof.
3. The parties agree to execute such further documents and do all such further acts and assurances as may be necessary to carry out the intent of this Agreement.
4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
5. This Agreement may be executed in two or more counterparts, each of which when so executed, shall constitute an original and all of which shall together constitute one and the same Agreement.

6. The parties hereto consent to the registration of this Agreement against title to the condominium lands and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with title to the condominium lands.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	TORONTO STANDARD CONDOMINIUM
in the presence of:	)	CORPORATION NO. 2280
)	
)	
	)	Per: _____
	)	Giuliana Chiara Di Lorenzo
	)	President
)	
	)	Per: _____
	)	Paolo Palamara
	)	Secretary/Treasurer
)	
	)	We have authority to bind the Corporation.
)	
)	
	)	SEVENTY-SIX DAVENPORT GP LTD.
)	
	)	Per: _____
	)	Julie Di Lorenzo
	)	Authorized Signing Officer
)	
	)	I have authority to bind the Corporation.
)	

SCHEDULE "A"

32 DAVENPORT TIE BACK AGREEMENT

THIS AGREEMENT made effective the 5th day of May, 2009.

BETWEEN:

2158118 ONTARIO INC.

(hereinafter called the "**Developer**")

- and -

SEVENTY-SIX DAVENPORT GP LTD.

(hereinafter called the "**Neighbour**")

WHEREAS the Developer is the owner of those lands presently legally described in Schedule "A" hereto and municipally known as 32 Davenport Road, Toronto (the "**Development Lands**") upon which the Developer proposes to construct a residential condominium project (the "**Development**");

AND WHEREAS the Neighbour is the owner of those lands presently legally described in Schedule "B" hereto and municipally known as 76 Davenport Road, Toronto (the "**Neighbouring Lands**") upon which the Neighbour proposes to construct a mixed use residential and commercial condominium project (the "**Neighbouring Building**");

AND WHEREAS excavation and construction by the Developer on the Development Lands will only commence after construction of the Neighbouring Building has reached the ground floor unless the construction of the Development has commenced first as otherwise permitted herein;

AND WHEREAS in connection with the construction of the Development, and at the request of the Developer, the Neighbour has agreed to grant the Developer permission to install all necessary subterranean soil anchors or tie-backs (the "**Tie Backs**") in that portion of the Neighbouring Lands (the "**Tie Back Area**") as indicated on shoring drawings to be developed by the Developer (the "**Developer's Shoring Drawings**") utilizing as a starting point shoring drawings nos. SH1, SH2 and SH3 prepared by the Neighbour's engineers, Tarra Engineering Inc., dated May, 2008 and revised to April 20, 2009, as the same may be further revised from time to time (the "**Neighbour's Shoring Drawings**"), a copy of which Neighbour's Shoring Drawings has been initialled by the parties, and to allow the use of the air space above the Neighbouring Lands and Neighbouring Building by a construction crane erected or to be erected on the Development Lands for the purposes of the construction of the Development, all in accordance with the provisions of this Agreement;

AND WHEREAS the Neighbour and the Developer have also entered into an agreement of purchase and sale (the "**Purchase Agreement**") of even date to this Agreement pursuant to which the Neighbour has agreed to sell and the Developer has agreed to purchase a subsurface portion of the Neighbouring Lands comprising that part of Lot 1, Plan 255E designated as Part 3 on a draft reference plan of survey prepared by R. Avis Surveying Inc. dated December 4, 2008 (the "**Survey**") and Part of Lot 1, Registered Plan 303Y and Part of Lots 5 and 6, Registered Plan 255E designated as Part 6 on the said Survey (the "**Purchased Lands**").

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties hereto agree as follows:

1. The parties acknowledge and agree that the recitals to this Agreement are true in substance and in fact.

2. The Neighbour hereby grants to the Developer and its employees, agents and contractors (collectively, the "**Developer Parties**") the right at the Developer's own expense to:

(a) install Tie Backs in a conventional manner in the Tie Back Area as detailed on the Developer's Shoring Drawings and using methodology developed by the

Developer (the foregoing to utilize, as a starting point, the Neighbour's Shoring Drawings), to facilitate the excavation for and construction of the Development on the Development Lands, and

- (b) operate a construction crane (the "Crane") through the air space of the Neighbouring Lands and above the Neighbouring Building from time to time, as reasonably required for, and for the period of, construction of the Development on the Development Lands,

provided that,

- (i) Developer's Shoring Drawings and methodology for installation of the Tie Backs are first presented to the Neighbour for review and approval by the Neighbour and its appropriate consultant(s), acting reasonably;
- (ii) the Tie Backs are installed in accordance with all laws, rules, regulations and codes of governmental authorities including, without limitation, the Ontario Building Code and sound industry practice and without any disturbance to any structure or other improvements situate on the Neighbouring Lands;
- (iii) the Crane is erected, operated and maintained in accordance with all applicable laws, rules, codes and regulations of governmental authorities having jurisdiction and provided further that no loads will at any time be carried by the Crane over the Neighbouring Lands and Neighbouring Building;
- (iv) all necessary permits, approvals and consents of governmental authorities required by the Developer for such activities are obtained by the Developer at its expense; and
- (v) all work performed by the Developer as permitted in or required by this Agreement (including, without limitation, the work required under Section 3 of this Agreement) is performed and completed diligently and in a good and workmanlike manner using specified materials and in accordance with accepted best practice engineering procedures and standards, and with safe and efficient construction methods.

3. Provided that the Neighbour has commenced construction of the Neighbouring Building by December 5, 2009 (the "**Priority Date**"), the Developer agrees with the Neighbour that the Developer will not itself commence construction or excavation of the Development until the construction of the Neighbouring Building has reached the ground floor. The Developer further agrees with the Neighbour that the Developer shall, upon completion of excavation and prior to commencement of construction on the Development Lands, install at its own expense rigid insulation against the most easterly face of the steel pile to the Developer's founding elevation as shown on drawings nos. A6.6 and A6.7, prepared by Young + Wright/IBI Group Architects and dated March 12, 2009, a copy of which has been initialled by the parties, and as shall also be shown, in respect of the Developer's Development, on the Developer's Shoring Drawings and future architectural drawings. The said rigid insulation shall be installed by the Developer for the sole and limited purpose of ensuring complete separation between the Developer's Development and the Neighbouring Building and of ensuring the free movement of the Neighbouring Building and the structure comprising the Developer's Development, once built. The Developer agrees with the Neighbour that the Developer will undertake at its own expense all necessary shaving of the concrete and steel caisson wall (being constructed by the Neighbour essentially along the easterly perimeter of the Neighbouring Lands) to the extent required to install and maintain the four (4") inch rigid insulation separation between the Neighbouring Building and the structure comprising the Developer's Development. Further, the Developer shall not tie into or penetrate in any manner whatsoever the aforesaid rigid insulation required to be installed by the Developer pursuant to this Agreement.

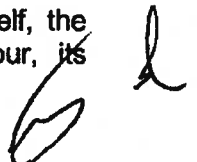
4. In the event that the Neighbour has not commenced construction of the Neighbouring Building by the Priority Date, then at any time after the Priority Date, either of the Developer or the Neighbour (the "**Notifying Party**") which is prepared to proceed with construction of the development on its lands in advance of the commencement of construction by the other party, shall give written notice to the other party (the "**Notified Party**") of the Notifying Party's election to proceed with its construction (a "**Commencement Notice**"), as provided for herein. A Commencement Notice shall contain the certificate of a senior officer of the Notifying Party which shall certify the following: (a) that the Notifying Party is ready to proceed with the construction of its development; (b) that all required approvals, permits and

licenses have been obtained to permit the commencement of construction of its development; and (c) where the Notifying Party's construction financing commitment requires lender's approval to commence construction, that the Notifying Party has obtained approval from its construction lender to commence construction. The Notifying Party shall proceed with its construction within ninety (90) days of the giving of the Commencement Notice and thereafter continue diligently with such construction to, at the very least, the ground floor of its development and the Notified Party shall not commence the construction of its development until the Notifying Party has reached the ground floor of its development. In the event that a Notifying Party has given a Commencement Notice and has not commenced construction within ninety (90) days of giving such notice, then the Notified Party shall have the option of terminating such Commencement Notice and delivering its own Commencement Notice, in which event all provisions of this Section shall apply to such notice and any subsequent Commencement Notice.

5. In the event the Developer proceeds with its construction first as a result of the operation of Section 4, then the parties shall cooperate and act reasonably in making all modifications to the relevant shoring and construction drawings. In such event, the Developer shall have the option either to construct the caisson wall contemplated in the Purchase Agreement (the "Caisson Wall") at its cost and expense (provided that the Developer has acquired the Purchased Lands from the Neighbour) or to design its building's foundation and underground structure in such a manner so as to eliminate the necessity of the Caisson Wall. In the event that the Developer elects to construct the Caisson Wall,

- (a) the Neighbour hereby grants the Developer a license to enter upon the Neighbouring Lands to the minimum extent necessary in order to construct the Caisson Wall on the Neighbouring Lands, to excavate the Neighbouring Lands and to install all necessary Tie Backs at the Developer's own expense in the Tie Back Area within the Neighbouring Lands, all at the Developer's own cost and expense;
- (b) the Developer agrees that its design of the Caisson Wall shall adopt the Neighbour's Shoring Drawings subject to any necessary modifications determined by the Neighbour's shoring design engineer;
- (c) the Developer shall ensure that the Tie Backs are de-stressed once the Developer's design engineer determines that the permanent foundation structure of the Development can safely support imposed earth loads and that the Tie Backs are, accordingly, no longer required;
- (d) the Developer agrees that it shall install and maintain, at its own expense, a four (4") inch rigid insulation separation along the most easterly face of the Caisson Wall for the sole and limited purpose of ensuring complete separation between the Developer's Development and the Caisson Wall and of ensuring the free movement of the Developer's Development and the structure comprising of the Neighbouring Building, once built; provided that it is understood and agreed by the Developer that the Developer shall not tie into or penetrate in any manner whatsoever the aforesaid rigid insulation required to be installed by it pursuant to this Section;
- (e) the Developer will cause its shoring design engineer to confirm to the Developer and the Neighbour that a minimum of 200 mm interlocking is achieved at the footing level of the Development, provided that if the 200 mm interlocking at the footing level of the Development is not confirmed by the Developer's shoring design engineer, the Developer will implement the necessary remedial work as directed by Developer's shoring design engineer; and
- (f) all other provisions of this Agreement governing the Developer's obligations to the Neighbour in the performance of the Developer Parties work or otherwise shall apply equally to operations of the Developer pursuant to this Section.

6. Notwithstanding that the Developer shall use (as provided in Section 2(a) hereof) the Neighbour's Shoring Drawings as a starting point for the establishment of the Developer's Shoring Drawings and methodology in respect of the installation of the Tie Backs, the Developer agrees and acknowledges that the Neighbour, its employees, agents, contractors and consultants shall have no liability to the Developer Parties or any of the Developer's consultants arising from the use of the Neighbour's Shoring Drawings and the Developer for itself, the Developer Parties and the Developer's consultants, hereby releases the Neighbour, its



employees, agents, contractors and consultants from all claims and demands of every nature and kind whatsoever arising from the use of the Neighbour's Shoring Drawings for the foregoing purpose.

7. In the event that the Neighbour has been unable to obtain the necessary severance contemplated by the Purchase Agreement to enable the Neighbour to sell and convey the Purchased Lands to the Developer but all of the piles for the Caisson Wall have been drilled into position and the Caisson Wall has been fully constructed by the Neighbour and provided further that the Neighbour has been paid by the Developer the total Contract Price (as defined in the Purchase Agreement) of constructing the Caisson Wall plus applicable taxes (and this notwithstanding that the Neighbour may not have fully completed construction of the tie backs into the Caisson Wall), then it is agreed between the parties that:

- (a) the Developer is hereby granted a license by the Neighbour to enter upon the Neighbouring Lands only to the extent necessary to enable the Developer to excavate the Neighbouring Lands to the easterly face of the piles or Caisson Wall (as the case may be) and to install Tie Backs at the Developer's own expense in the Tie Back Area within the Neighbouring Lands (including the piles and Caisson Wall if built), all at the Developer's own cost and expense;
- (b) the Developer shall cause the Tie Backs to be de-stressed once the Developer's design engineer determines that the permanent foundation structure of the Development can safely support imposed earth loads and that the Tie Backs are, accordingly, no longer required;
- (c) the Developer shall at its own cost and expense backfill on a level by level basis the area between the westerly face of the Developer's Development and the Caisson Wall with clean soil compacted to 98% modified proctor; and
- (d) all other provisions of this Agreement governing the Developer's obligations to the Neighbour in the performance of the Developer Parties work or otherwise shall apply equally to operations of the Developer pursuant to this Section.

8. The Developer agrees to cause all Developer Parties to use their best efforts not to cause, suffer or permit any loss of life, or personal injury to any person on the Neighbouring Lands or any damage to the Neighbouring Lands or Neighbouring Building. The Developer agrees to indemnify and hold harmless the Neighbour and all owners, tenants, licensees or other occupants of, in or on the Neighbouring Lands and the Neighbouring Building, or any part thereof (a) from all loss or damage occurring to the Neighbouring Lands or Neighbouring Building, (b) from or with respect to any loss, injury, damage or death to persons or property, and (c) from and against any damages, liabilities or costs, in each case, resulting from the installation of the Tie Backs or the use of the air space above the Neighbouring Lands or the use of that portion of the Neighbouring Lands licensed to the Developer pursuant to Section 7 hereof.

9. The Developer shall, prior to commencing the installation of Tie Backs on the Neighbouring Lands or the use of the air space over the Neighbouring Lands for Crane overswing, take out and maintain at the Developer's own expense a comprehensive general liability insurance policy in respect of activities by or on behalf of the Developer in relation to the Development providing coverage in an amount of not less than Ten Million (\$10,000,000.00) Dollars against claims for personal or bodily injury, death or property damage occurring as a result of the Developer Parties' operations on, in or over the Neighbouring Lands as provided in this Agreement. The Developer agrees to provide, prior to implementing the rights conferred by Section 1 of this Agreement, evidence of such insurance coverage to the Neighbour upon request by the Neighbour. The insurance shall be kept in force for the duration of the period of construction of the Development and for a period of not less than nine (9) months after the Developer's payment certifier has certified substantial completion of the Development. The Neighbour shall be added or named as an additional insured under the general liability insurance policy.

10. Prior to commencing any construction activity on the Development Lands, the Developer will retain Construction Control Inc., or such other independent testing and inspection engineering firm as may be agreed to between the Developer and the Neighbour (the "Inspector"), to conduct a complete pre-construction survey of the Neighbouring Lands and the Neighbouring Building noting any current structural or cosmetic deficiencies thereon or therein, to conduct monitoring inspections during construction of the Development, and to make a post-construction survey documenting any changes in the condition of the Neighbouring Lands and

the Neighbouring Building. The Developer shall cause the Inspector to provide copies of all reports (including the monitoring reports) and material communications resulting from such surveys and inspections to the Neighbour as soon as they become available. Should the inspections by the Inspector reveal any damage resulting from the Developer's work, the Developer shall be promptly notified and the Developer agrees with the Neighbour that, upon receipt of notice of such damage, the Developer shall remedy at its own expense any outstanding damage identified in such post-construction survey which is the result of any action or omission on the part of any of the Developer Parties in a timely fashion and to the satisfaction of the Neighbour's engineering consultant. Failing the Developer promptly complying with its remediation responsibilities under this Section, the Neighbour shall have the right, but not the obligation, on not less than five (5) Business Days' notice to the Developer to itself undertake such remediation work to remedy the areas damaged at the sole expense of the Developer which expense shall include, without limitation, the Neighbour's supervision, overhead and ancillary costs related to the remediation work. All fees and disbursements of the Inspector in connection with the services provided by the Inspector pursuant to this Section shall be paid by the Developer.

11. In the event that a construction lien arising from the performance of the Developer's work has been preserved or perfected in relation to or connection with the Neighbouring Lands, the Developer shall, within five (5) calendar days, at its sole expense, vacate or discharge the lien. If the lien is merely vacated, the Developer shall, if requested, undertake the Neighbour's defence of any lawsuit commenced to perfect such lien at the Developer's sole expense. In the event that the Developer fails or refuses to vacate or discharge a construction lien within the time prescribed above, the Neighbour shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Neighbour in so doing (including, without limitation, legal fees on a substantial indemnity basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Developer. Without limiting the foregoing, the Developer shall indemnify the Neighbour for all costs (including, without limitation, legal fees on a substantial indemnity basis) it may incur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the Neighbour by any person in respect of services or materials furnished to the Developer which constitute a part of the Developer's work.

12. Any notice, demand, request, consent, disclosure, approval or waiver ("**Notice**") which may or is required to be given pursuant to this Agreement to be effective shall be in writing and shall be sufficiently given if it is delivered or mailed by registered mail, postage prepaid, or sent by telecopier as follows:

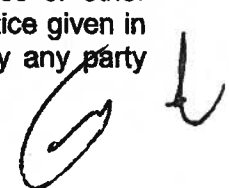
(a) if to the Developer at:

2158118 Ontario Inc.
270 Drumlin Circle
Suite 5
Concord, Ontario
L4K 3E2
Attention: Sam Herzog
Telecopier: 905-738-7860

(b) if to the Neighbour at:

Seventy-Six Davenport GP Ltd.
c/o Diamante Development Corporation
100 Davenport Road
Toronto, Ontario
M5R 1H7
Attention: The President
Fax No.: 416-741-7201

The date of receipt of any such Notice shall be deemed to be the date of delivery of such Notice if delivered personally, or if mailed as aforesaid, the second Business Day following the date of such mailing. Any Notice sent via telecopier not later than 5:00 p.m. on any Business Day shall be deemed to have been given on the Business Day upon which it was sent and any Notice sent via telecopier after 5:00 p.m. on any Business Day or sent on any day which is not a Business Day shall be deemed to have been given and received on the Business Day following the date of transmission. Either party may change from time to time its address or other particulars for service or the person to whose attention Notice is to be given by Notice given in accordance with the foregoing. Any Notice required or permitted to be given by any party hereto will be sufficiently given if given by the solicitors for such party.



13. For the purposes of this Agreement, "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. The parties hereto agree, upon the request of any of them, to execute such additional and further documentation as may be reasonably necessary or advisable to more effectually implement this Agreement.

16. The parties agree that upon the closing of the sale and purchase of the Purchased Lands pursuant to the Purchase Agreement, the Purchased Lands will cease to form part of the Neighbouring Lands and will form part of the Development Lands for purposes of this Agreement. The parties further agree that this Agreement operates effective the date of its execution by the parties and this Agreement is not nullified, terminated or abrogated by the inability of the Neighbour to convey the Purchased Lands to the Developer pursuant to the Purchase Agreement for any reason whatsoever.

17. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. In the event of the sale, transfer or assignment of the whole or any part of a legal or beneficial ownership interest in all or any part of the Development Lands or the Neighbouring Lands (a "**Transfer**") at any time and from time to time during the currency of this Agreement to one or more third parties (individually and collectively, an "**Assignee**"),

- (a) the Developer covenants with the Neighbour that the Developer in the event of a Transfer of an interest in the Development Lands will contemporaneously with any such Transfer
 - (i) assign to such Assignee, to the extent of the Transfer to such Assignee of the Development Lands or an interest therein, the rights and obligations of the Developer under the provisions of this Agreement, and
 - (ii) cause such Assignee to execute and deliver to the Neighbour an acknowledgement and undertaking pursuant to which the Assignee agrees to be bound by the provisions of this Agreement, and
- (b) the Neighbour covenants with the Developer that the Neighbour in the event of a Transfer of an interest in the Neighbouring Lands will contemporaneously with any such Transfer
 - (i) assign to such Assignee, to the extent of the Transfer to such Assignee of the Neighbouring Lands or an interest therein, the rights and obligations of the Neighbour under the provisions of this Agreement, and
 - (ii) cause such Assignee to execute and deliver to the Developer an acknowledgement and undertaking pursuant to which the Assignee agrees to be bound by the provisions of this Agreement.

Notwithstanding any other provision of this Section, a purchaser of a condominium unit or proposed condominium unit forming part of the Development shall not constitute an Assignee for the purposes of this provision.

18. In the event this Agreement has not been terminated or completed at the time that the Neighbour is registering a plan of condominium on the Neighbouring Lands, the Neighbour covenants and agrees to either (a) register notice of this Agreement on title to the Neighbouring Lands prior to the registration of the condominium plan, or (b) insert language in the declaration of condominium to be registered on the Neighbouring Lands that the condominium corporation shall be bound by the terms of this Agreement.



19. This Agreement may be executed in any number of counterparts and each such counterpart shall, for all purposes, constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart and facsimile signatures resulting from telecopier communication shall be accepted as if an originally executed signature.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Developer:

2158118 ONTARIO INC.

Per: 

Name: Sam Nerzog
Title: President

I have authority to bind the corporation.

Neighbour:

SEVENTY-SIX DAVENPORT GP LTD.

Per: 

Name: Paolo Palamara
Title: Secretary

I have authority to bind the Corporation.

Drawings to be Initialled by the Parties

1. Shoring Drawings Nos. SH1, SH2 and SH3 prepared by Tarra Engineering Inc., dated May, 2008 and revised to April 20, 2009.
2. Drawings Nos. A6.6 and A6.7, prepared by Young + Wright/IBI Group Architects, dated March 12, 2009.

Schedule "A"

DEVELOPMENT LANDS

PIN 21195-0093 (LT)

Part of Lot 21, Concession 2, FTB, Township of York, as in CT15394, CT323276, CT396821, CT253959, EM77464, Part 2 on Plan 63R-2015; s/t CT396821, City of Toronto.

Schedule "B"

NEIGHBOURING LANDS

FIRSTLY:

PIN 21195-0054 (LT)

Lots 4 to 6, Plan 680E, Toronto; Part of Lot 21, Concession 2, FTB, Township of York; Part of Lots 1 to 4, Plan 255E, Toronto as in Instrument No. CT349330; City of Toronto

SECONDLY:

PIN 21195-0111 (LT)

Lot 5, and Part of Lot 6, Plan 255E, designated as Part 6, Plan 66R-19665, City of Toronto;

THIRDLY:

PIN 21195-0125 (LT)

Part of Lane PI 255E Toronto, closed by City of Toronto By-Law 485-2008 (AT1830646), designated as Part 1 on Plan 66R-23382, City of Toronto.

FOR OFFICE USE ONLY

AT 3218205
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2013-01-17 13:47
J. H. Hest
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 4 pages

(3) Property Identifier(s) Block 76280-0001 to Property 76280-0459 (inclusive) Additional: See Schedule ☐

(4) Nature of Document
BY-LAW NO. 4 (THE CONDOMINIUM ACT)

(5) Consideration
(NIL) Dollars \$

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66.

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

(8) This Document provides as follows:

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
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(Applicant) JULES A. MIKELBERG
By its solicitors, FRASER MILNER CASGRAIN LLP

(11) Address for Service 88 Davenport Road, Toronto ON M5R 0A5

(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
88 Davenport Road
Toronto ON

(15) Document Prepared by:
FRASER MILNER CASGRAIN LLP
ATTN: JULES MIKELBERG
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	

2

CONDOMINIUM ACT, 1998

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

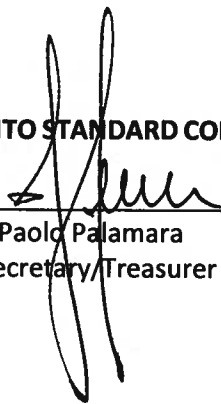
(under subsection 56(9) of the Condominium Act, 1998)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation") hereby 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 hereto 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 at Toronto this 2nd day of January, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Per: 
Name: Paolo Palamara
Title: Secretary/Treasurer

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 of **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280** (the "**Corporation**") as follows:

CHECK-METERING OF BULK HYDRO SERVICE TO UNITS

1. All capitalized words and phrases used but not otherwise defined herein shall have the meanings ascribed thereto in the *Condominium Act, 1998*, S. O. 1998, c.19 (the "**Act**") or the Declaration of the Corporation, as applicable and as amended from time to time unless the context requires otherwise.
 - (a) "**Bulk Utilities Bill(s)**" means, to the extent applicable, the bulk invoices for hydro-electricity service supplied to the Condominium as a whole, received by the Corporation from the relevant utility suppliers pursuant to readings taken by the utility supplier on a bulk metered basis and to be separately check metered to the Units by the Corporation.
 - (b) "**Proportionate Share of Utilities**" or "**PSU**" means the share of the Bulk Utilities Bill(s) payable by each Owner as reflected in a separate invoice issued to each Owner by the Corporation or such other third party (which may be the Declarant or a party related or affiliated to the Declarant) of the check or consumption meter with respect to such use, together with interest, penalties, administration and processing fees, as applicable.
2.
 - (a) The Condominium has been designed and constructed with a bulk metered hydro-electricity source and with individual check or consumption meters to monitor and gauge the demand for hydro electricity service consumed or utilized by each Unit.
 - (b) The Corporation or such other third party which has entered into a contract with the Corporation to provide utility monitoring services (the "**Utility Monitor**") will receive from the relevant utility supplier, Bulk Utilities Bill(s) for such services with respect to the entire property, pursuant to readings taken by such suppliers on a bulk meter basis and the Corporation or the Utility Monitor shall pay the Bulk Utilities Bill(s), including that part of which reflects the service utilized or consumed by all the Units, which latter amount it shall be paying on behalf of all of the Owners, as and when due.
 - (c) Forthwith following the Corporation's or the Utility Monitor's receipt of the Bulk Utilities Bill(s), the Corporation or the Utility Monitor shall issue and submit or arrange to have issued or submitted by a third party which may be the Declarant, the Utility Monitor, or a party related or affiliated to the Declarant, a separate invoice to each of the Owners, reflecting each Owner's PSU of the Bulk Utilities Bill(s) for his Unit determined or established pursuant to the reading taken by or on behalf of the Corporation or the Utility Monitor of the check or consumption meter appurtenant to his Unit, together with interest, penalties, administration and processing fees, as applicable. Each Owner shall be obliged to pay to the Corporation or the Utility Monitor his PSU on or before the earlier of the following two dates (which earlier date is hereinafter referred to as the "**Due Date**"), namely:
 - (i) the twentieth (20th) day following receipt of an invoice from the Corporation or the Utility Monitor setting out the PSU required to be paid; or
 - (ii) two (2) business days (excluding Saturdays, Sundays and statutory holidays) prior to the due date for payment of the Bulk Utilities Bill(s) by the Corporation or the Utility Monitor to the applicable supplier.

In the event that any Owner fails to pay to the Corporation or the Utility Monitor his PSU on or before the Due Date, then the Corporation or the Utility Monitor shall be entitled to charge and levy interest against Owner, calculated and accruing on such unpaid PSU amount and all costs and expenses incurred by the Corporation or the Utility Monitor in collecting or attempting to collect same (including all legal expenses incurred by the Corporation or the Utility Monitor on a solicitor-and-his-own-client basis), at a rate equal to 5% per annum, above the prime lending rate charged by the Corporation's or the Utility Monitor's bank on loans to its best risk commercial customers in Canadian funds calculated monthly not in advance, with interest on the unpaid PSU commencing to accrue from the Due Date, and with interest on all such expenses incurred in collecting (or attempting to collect) same, commencing to accrue from the respective dates that the Corporation or the Utility Monitor incurred or expended same, and all such interest shall continue to accrue at

the aforesaid rate until the date that the foregoing amounts are fully paid. In addition, the Corporation or the Utility Monitor shall be entitled to maintain and enforce a lien against such defaulting Owner's Unit, as security for the payment of said unpaid PSU amount and all outstanding interest accruing thereon as aforesaid, in accordance with the provisions hereof.

(d) Consequences of Default in Paying Owner's PSU

In the event that any Owner fails to pay to the Corporation or the Utility Monitor his PSU on or before the Due Date, then in addition to any other rights, powers or remedies available to the Corporation or the Utility Monitor at common law, by statute, or in equity, the Corporation or the Utility Monitor shall be entitled to:

- (i) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") on such unpaid PSU amount, and on all costs and expenses incurred by the Corporation or the Utility Monitor in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation or the Utility Monitor on a solicitor-and-his-own-client basis, at a rate equal to 4% per annum above the prime lending rate charged by the Corporation's or the Utility Monitor's bank to its best risk commercial customers in Canadian funds, calculated monthly, not in advance, with interest on the unpaid PSU amount commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation or the Utility Monitor 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
- (ii) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of his PSU, and all costs and expenses incurred by the Corporation or the Utility Monitor in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid; and said lien shall be enforceable by the Corporation or the Utility Monitor 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 or the Utility Monitor, as a prerequisite to the registration and/or enforcement of said lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation or the Utility Monitor shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation or the Utility Monitor, 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 Utility Monitor, or the maintenance and enforcement of said lien by the Corporation or the Utility Monitor.

For greater certainty, the Corporation shall have all rights and remedies against a Defaulting Owner to the same extent as if the Defaulting Owner had not paid common expenses, including all lien rights, with respect to such default.

(e) Order of Payment of Sale Proceeds

Any monies received by the Corporation or the Utility Monitor arising from the sale of the Defaulting Owner's Unit pursuant to the Corporation's or the Utility Monitor's enforcement of the aforesaid lien or charge, shall be applied by the Corporation or the Utility Monitor in the following order of priority:

- (i) firstly, to pay and fully satisfy all costs and expenses incurred by the Corporation or the Utility Monitor in connection with its enforcement of the said lien or charge, and the ultimate sale of the Defaulting Owner's Unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other

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related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such Unit;

- (ii) secondly, to pay to the Corporation or the Utility Monitor and fully satisfy such Defaulting Owner's PSU amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, and accrued in respect of the Corporation's or the Utility Monitor's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate set forth in the immediately preceding subparagraph;
- (iii) thirdly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Unit after the registration of the Corporation's or the Utility Monitor's lien), in accordance with their respective priorities pursuant to the provisions of the *Land Titles Act*, R.S.O. 1990, as amended, and of the Act; and
- (iv) fourthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to its successors and assigns.

(f) Postponement of Lien

The lien or charge so maintained by the Corporation or the Utility Monitor pursuant to the foregoing provisions of this Section, shall be deemed to be fully postponed and subordinate to all liens, mortgages, charges or other encumbrances (including any and all amendments thereto) which are registered against the Defaulting Owner's Unit in priority to the registration of the said lien or charge of the Corporation or the Utility Monitor (hereinafter collectively referred to as the "**Prior Charges**"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made or thereafter to be made under the Prior Charges.

(g) Status Certificate

The execution by the Corporation or the Utility Monitor of a certificate confirming that the Corporation or the Utility Monitor does, or does not, maintain or claim the said lien or charge against a particular Unit pursuant to the foregoing provisions of this Section, shall constitute irrefutable evidence and proof of same, and the Corporation or the Utility Monitor shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of a Unit, from the then current registered Owner thereof, or from any other party interested in such information.

(h) Mortgagee's Rights

Any registered mortgagee or any purchaser or prospective mortgagee of the Defaulting Owner's Unit shall, upon payment to the Corporation or the Utility Monitor of the full amount secured by the said lien or charge so maintained by the Corporation or the Utility Monitor pursuant to the foregoing provisions of this Section, have the right to receive a full and complete discharge or an absolute assignment of the said lien or charge, provided that such party must first deliver written notice to the Corporation or the Utility Monitor requesting such discharge or assignment of the said lien or charge, setting forth a date and time for the delivery of such discharge or assignment (which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice), and with the exchange of such discharge or assignment for the monies owing to the Corporation or the Utility Monitor therefor to take place in the Toronto Land Titles Office, or at such other place and time as may be agreed upon by said parties. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation or the Utility Monitor shall execute and deliver to said party, the discharge or assignment of said lien or charge, in registrable form.

3. The Corporation is hereby authorized to enter into a Submetering Services Agreement (Condominium Corporation) with Wyse Meter Solutions Inc. ("**Wyse**") as the Utility Monitor dated as of December 14, 2012 (the "**Submetering Agreement**") in the form presented to it and approved by the directors of the Corporation and such other documents with Wyse and any other Utility Monitors, from time to time with respect to submetering of utilities to the Condominium.

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

DATED this 14th day of December, 2012.



Giuliana Chiara Di Lorenzo

Anna Luigina Di Lorenzo

Paolo Palamara

The undersigned, which owns 100% of the Units, hereby confirms pursuant to the provisions of the Act the foregoing By-Law No. 4 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 4 thereof pursuant to the provisions of the said Act on the 14th day of December, 2012.

DATED this 2nd day of January, 2013.


SEVENTY-SIX DAVENPORT GP LTD.

Per: _____

Name: Julie Di Lorenzo

Title: President

I have authority to bind the Corporation.

<div>AT 3761881</div> <div>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</div> <div>DEC 09 2014 12:41</div> <div> LAND REGISTRAR</div>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 7 pages													
		(3) Property Identifier(s) Block 76280-0001 to 76280-0459		Property 76280-0001 to 76280-0459 Additional: See Schedule <input checked="" type="checkbox"/>													
		(4) Nature of Document Condominium By-Law No. 5 (under Section 56(9) of the Condominium Act, 1998)															
		(5) Consideration NIL Dollars \$															
New Property Identifiers Additional: See Schedule <input type="checkbox"/> Executions Additional: See Schedule <input type="checkbox"/>		(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, in the City of Toronto, Land Titles Division of Toronto (No. 80)															
		(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 By-Law No. 5 and Certificate. <div style="text-align: right;">Continued on Schedule <input type="checkbox"/></div>																	
(9) This Document relates to instrument number(s)																	
(10) Party(ies) (Set out Status or Interest) <table border="0" style="width:100%;"><tr><td style="width:50%; vertical-align: top;">Name(s) TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (Applicant) by its solicitors, HORLICK LEVITT DI LELLA LLP</td><td style="width:30%; vertical-align: top;">Signature(s) Per: Brian Horlick</td><td style="width:20%; vertical-align: top;">Date of Signature Y M D 2014 12 08</td></tr></table>						Name(s) TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (Applicant) by its solicitors, HORLICK LEVITT DI LELLA LLP	Signature(s) Per: Brian Horlick	Date of Signature Y M D 2014 12 08									
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(11) Address for Service c/o Management Office, 88 Davenport Road, Toronto, Ontario M5R 0A5																	
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Name(s)	Signature(s)	Date of Signature Y M D															
(13) Address for Service																	
(14) Municipal Address of Property 88 Davenport Road Toronto, Ontario M5R 0A5		(15) Document Prepared by: Horlick Levitt Di Lella LLP 100 Sheppard Avenue East Suite 870 Toronto, Ontario. M2N 6N5		Fees and Tax <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">Registration Fee</td><td style="width:50%;"></td></tr><tr><td> </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>		Registration Fee										Total	
Registration Fee																	
Total																	

CERTIFICATE IN RESPECT OF A BY-LAW
(Under subsection 56(9) of the Condominium Act, 1998)

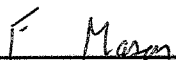
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation") certifies that:

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 3rd day of ^{December}~~November~~, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: Fraser Mason
Title: President



Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 5

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2280 (the "Corporation") as follows:

That By-law No. 1 of the Corporation shall be amended as follows:

1. By deleting section 6.1 and replacing it with the following:

6.1 **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.

2. By adding section 6.1.1 as follows:

6.1.1 **Qualifications**

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

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall not be an undischarged bankrupt or be incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (c) the person shall not have a certificate of lien for common expenses registered against his or her unit;
- (d) the person shall be the owner of a residential unit or the spouse of an owner of a residential unit in the Corporation, or shall be a director or officer of a corporation that owns a residential unit in the Corporation;
- (e) the person shall not be a spouse of a director or a co-owner of a unit in the Corporation with a director;
- (f) the person shall not be an employee of the Corporation or of any manager or agent of the Corporation; and
- (g) the person shall not be a party to any litigation, mediation and/or arbitration proceedings with the Corporation.

3. By adding section 6.1.2 as follows:

6.1.2 **Disqualification**

A person immediately ceases to be a director if:

- (a) the director becomes an undischarged bankrupt or becomes 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) Board 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 reasonably;

- (d) the director is a party to any litigation, mediation and/or arbitration proceedings with the Corporation;
- (e) the director is no longer an owner of a residential unit or the spouse of an owner of a residential unit in the Corporation, or is no longer a director or officer of a corporation that owns a residential unit in the Corporation, as applicable;
- (f) the director becomes the spouse of a director or a co-owner of a unit in the Corporation with a director;
- (g) the director becomes an employee of the Corporation or of a manager or agent of the Corporation; or
- (h) the director has failed to comply with his or her confidentiality requirements set out in section 6.11 below and is unable to provide an explanation that is satisfactory to the Board, acting reasonably.

4. By deleting subsection 6.2(a) and replacing it with the following:

6.2 Election and Term

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Notwithstanding sections 6.1.1 and 6.1.2 above, those directors who have been elected to office and whose terms have not expired at the meeting at which this by-law is approved by the owners will complete the terms for which they have been elected. At the first meeting of the owners held to elect directors pursuant to this by-law, one director shall be elected for a term of one (1) year, one director shall be elected for a term of two (2) years, and one director shall be elected for a term of three (3) years. At each annual meeting thereafter, a number of directors equal to the number of directors whose terms have expired or who are retiring at the end of their terms in such year shall be elected for a term of three (3) years; such outgoing directors may, however, continue to hold office, notwithstanding the expiry of their respective terms, until their successors are elected.

5. By adding section 6.4.1 as follows:

6.4.1 Teleconference

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

6. By adding section 6.10 as follows:

6.10 Conflict of Interest

- (a) Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or transaction (the "Contract") to which the Corporation is or will be a party, shall declare his or her interest in such Contract and shall correspondingly disclose in writing the nature and extent of such interest. The disclosure shall be made in accordance with this section 6.10.

- (b) Disclosure shall be made:
- (i) at the meeting of the Board at which the Contract is first considered;
 - (ii) if the director is not, as of the date of the meeting at which the Contract is first considered, interested in the Contract, at the next Board meeting held after the director becomes so interested;
 - (iii) if the director becomes interested in the Contract after it is entered into by the Corporation, at the first Board meeting held after the director becomes so interested; or
 - (iv) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval by the directors or owners, at the first Board meeting held after the director becomes aware of the Contract.
- (c) If the Contract involves the purchase or sale of real or personal property by the Corporation that the seller acquired within the previous five (5) years before the date the Contract was entered into, the director shall disclose the cost of the property to the seller, to the extent to which that information is within the director's knowledge or control.
- (d) The director shall not be present during the discussion at a meeting, vote or be counted in the quorum on a vote with respect to a Contract to which section 6.10 applies unless the director's interest in it:
- (i) is or would be limited solely to insurance described in section 39 of the Act or the remuneration as a director, officer or employee of the Corporation; or
 - (ii) arises or would arise solely because the director is a director, officer or employee of the declarant, if the director has been appointed to the first Board by the declarant under subsection 42(1) of the Act.
- (e) A director who has complied with the requirements of this article and who was acting honestly and in good faith at the time the Contract was entered into is not, by reason only of holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the Contract, and the Contract is not voidable by reason only of the director's interest in it.
- (f) Despite anything in this section 6.10, a director who has acted honestly and in good faith is not accountable to the Corporation or to the owners for any profit or gain realized from the Contract by reason only of holding the office of director, and the Contract is not voidable by reason only of the director's interest in it if:
- (i) the Contract is confirmed or approved by at least two-thirds of the votes cast at a meeting of owners duly called for that purpose; and
 - (ii) the nature and extent of the director's interest in the Contract are declared and disclosed in reasonable detail in the notice calling the meeting.

7. By adding section 6.11 as follows:

6.11 **Confidentiality**

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

8. By deleting Article 15.00 and replacing it with the following:

15.00 Insurance

- (a) The owner of a unit is responsible for any costs incurred to repair 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, howsoever caused;
- (b) In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the sole discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved;
- (c) Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, whether or not through any act or omission, causes damage howsoever to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation or any of its directors, officers, agents or employees, then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation either directly or indirectly in resolving such claim and/or having such damage fully rectified including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a substantial indemnity basis, and shall be recoverable from such owner in the same manner and upon the same terms as unpaid common expenses;
- (d) No owner, tenant or any other person residing in the owner's unit shall do or allow to be done any activity or thing in any unit or on any common element that is likely to cause any insurance coverage of the Corporation to be cancelled or withdrawn;

9. By adding section 17.7 as follows:

17.7 Occupancy Standards

The Corporation hereby adopts, as the maximum occupancy for each residential unit, the occupancy load determination in the Ontario Building Code as prescribed in Ontario Regulation 350/06, 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), whichever is more restrictive. No person shall occupy a residential unit in contravention of the occupancy standard adopted herein.

The foregoing by-law is hereby enacted as By-law No. 5 of Toronto Standard Condominium Corporation No. 2280, the said by-law having been passed by the Board of Directors on the 5th day of September, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 29th day of October, 2014 without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c. 19.

DATED this 3rd day of December, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:

F. Mason

Name: Fraser Mason
Title: President

Magaly Bianchini

Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

FOR OFFICE USE ONLY

AT 3761887
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

DEC 09 2014 12:44
Jeff Hill
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 6 pages
(3) Property Identifier(s)	Block 76280-0001 to 76280-0459	Property Additional: See Schedule <input checked="" type="checkbox"/>
(4) Nature of Document Condominium By-Law No. 6 (under Section 56(9) of the Condominium Act, 1998)		
(5) Consideration NIL Dollars \$		
(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, in the City of Toronto, Land Titles Division of Toronto (No. 80)		
(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 By-Law No. 6 and Certificate.

Continued on Schedule ☐

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

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

Name(s)

Signature(s)

Date of Signature

Y M D

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280 (Applicant)
by its solicitors, HORLICK LEVITT DI LELLA LLP

Per: *BH*
Brian Horlick

2014 12 08

(11) Address
for Service

c/o Management Office, 88 Davenport Road, Toronto, Ontario M5R 0A5

(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

88 Davenport Road
Toronto, Ontario
M5R 0A5

(15) Document Prepared by:

Horlick Levitt Di Lella LLP
100 Sheppard Avenue East
Suite 870
Toronto, Ontario.
M2N 6N5

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)


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (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 3rd day of ~~November~~ ^{December}, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: Fraser Mason
Title: President



Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 6

A by-law that identifies the standard unit in order to determine what constitutes an improvement for the purposes of sections 89 and 99 of the *Condominium Act, 1998*, S.O. 1998, c. 19.

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for each class of unit within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2280 (the "Corporation") as follows:

1. **Purpose:** The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(3) and 99(5) of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "Act"). The boundaries of the unit shall be as defined in Schedule "C" to the declaration of the Corporation (the "Declaration").
2. **Residential Unit Class:** For the purposes of this by-law, the standard unit for all residential units shall consist of those items as listed in Schedule "A" attached hereto (hereinafter referred to as the "Residential Unit Class – Standard Unit"), subject to the following provisions:
 - (a) any of the materials set out in Schedule "A" may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (b) all materials set out in Schedule "A" are standard builder's grade in quality, unless specifically stated otherwise. Should a dispute or disagreement arise over the manufacture, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "A", the final and unfettered determination of same shall be that of the board of directors; and
 - (c) the Residential Unit Class – Standard Unit shall not include any wall tiling, light fixtures, floor coverings, baseboards or crown mouldings unless specifically provided for in Schedule "A".

Anything not specifically included as part of the Residential Unit Class – Standard Unit (as listed in Schedule "A" herein) shall be deemed to be an improvement made to the unit, as that term is defined by sections 89 and 99 of the Act.
3. Notwithstanding any of the foregoing, if the Corporation at any time owns any unit within the class noted above, then such unit shall, only for the duration that the Corporation retains ownership of same, be classified as the "Corporation Asset Unit Class – Standard Unit". The Corporation Asset Unit Class – Standard Unit shall include everything that falls within the boundaries of such unit(s) (save and except the common elements) as these boundaries are described by the Declaration, including chattels.
4. Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) with the customary coverage provided to condominium unit owners and as may be required by the Declaration. Although the Corporation may not need to be provided with a copy of a unit owner's policy of insurance with respect to the improvement(s), the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence that the said improvements are insured. The unit owner shall provide the required information to the Corporation within ten (10) days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to his/her respective unit shall only be performed by an accredited professional.
5. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.

The foregoing by-law is hereby enacted as By-law No. 6 of Toronto Standard Condominium Corporation No. 2280, the said by-law having been passed by the Board of Directors on the 5th day of September, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 29th day of October, 2014 without variation, pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.

DATED this _____ day of November, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: Fraser Mason
Title: President



Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"**RESIDENTIAL UNIT CLASS – STANDARD UNIT****WALLS, CEILINGS & DOORS:**

- All interior walls and ceilings to be standard ½" drywall.
- All ceilings to be smooth finish, with drywall bulkheads where applicable.
- All interior walls and ceilings to be painted with one coat of primer and one coat of white latex paint.
- Plaster cornice mouldings in foyer and entrance hall, as per as-built plans.
- Large format ceramic, marble or limestone tile surrounding soaker tub in master en-suite bathroom, as per as-built plans.
- Marble or limestone tile enclosures around showers in bathrooms, as per as-built plans.
- Mirrors above sinks in bathrooms and powder room.
- All door trim to be 4" MDF.
- All door trim to be painted with one coat of primer and one coat of white semi-gloss latex paint.
- Interior room and closet doors to be standard paint grade single panel solid core, single- or double-open as applicable, with decorative lever hardware and painted with one coat of primer and one coat of white latex paint.
- Framed glass door for shower enclosure in bathrooms, where applicable.

HEATING & AIR CONDITIONING:

- Individually controlled fan coil unit for heating and air conditioning.
- Gas fireplace and mantle with marble side columns and mirror panel or mantel where shown on as-built plans.

ELECTRICAL SERVICE:

- Electrical fuse panel.
- White decora-style outlets and switches mounted at designer height throughout.
- Two-way switch for exhaust fan in kitchen (for kitchen exhaust) and bathrooms (for bathroom exhaust).
- Capped ceiling electrical connections in foyer, kitchen, breakfast room, den/family room, master en-suite bathroom, powder room, laundry room and walk-in closets, as per as-built plans.
- Wall scone outlet above vanity in master en-suite bathroom.
- Door activated switch in master bedroom walk-in closet.
- Two switched electrical outlets in each of living room, master bedroom and second bedroom.
- One switched electrical outlet in dining room.
- 220 volt electrical outlet for oven and range top in kitchen, where applicable.
- 220 volt electrical outlet for dryer in laundry room, where applicable.

CABINETRY, COUNTERTOPS & SHELVING:

- Designer cabinetry in kitchen, as per as-built plans.
- Designer vanity cabinets in bathrooms, as per as-built plans.
- Granite, marble or stainless steel countertops in kitchen, as per as-built plans.
- Marble or limestone vanity tops in bathrooms, as per as-built plans.
- Wood closet shelving with chrome coat rod in all closets.

PLUMBING:

- Stainless steel top-mount double sink with single lever chrome faucet and integrated vegetable spray in kitchen.
- Water supply and drain for built-in dishwasher in kitchen.
- Water supply and drain for washing machine in laundry room.
- White porcelain under-mount sinks and spread-set faucets in bathrooms and powder room, as per as-built plans.
- Soaker tub in master en-suite bathroom.
- Builder's grade stall showers in bathrooms, where applicable.
- Lever faucets in showers, where applicable.
- Builder's grade toilets in bathrooms.
- Separate shut-off valves for water in kitchen, laundry room and each bathroom.

VENTILATION EQUIPMENT:

- Exhaust fan in bathrooms, vented to exterior.
- Exhaust fan in kitchen, vented to exterior.
- Exhaust ducts in laundry room, vented to exterior.

ADDITIONAL FEATURES:

- Smoke detector(s), heat detector(s) and carbon monoxide detector(s), as per as-built plans.
- Telephone and television cable outlets, as per as-built plans.
- Suite entrance door security system wired to concierge station.

FOR OFFICE USE ONLY

AT 5146212

CERTIFICATE OF RECEIPT

RÉCÉPISSÉ

TORONTO (66)

MAY 29 2019 12:16

LAND REGISTRAR

Katherine Cee

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property 76280-0001 to 76280-0459 Additional: See Schedule ☒

(4) Nature of Document By-law No. 7 (under subsection 56(9) of the Condominium Act, 1998)

(5) Consideration NIL Dollars \$ NIL

(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Corporation No. 2280, in the City of Toronto, Land Titles Division of Toronto (No. 80)

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

(8) This Document provides as follows:

See Schedule for By-law No. 7 and Certificate

Continued on Schedule ☒

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

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

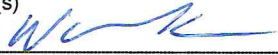
Name(s)

TORONTO STANDARD CONDOMINIUM CORPORATION

NO. 2280 (Applicant)

by its solicitors, Shibley Righton LLP

Signature(s)

Per: 

Warren Kleiner

(I have the authority to bind the Corporation)

Date of Signature

Y M D

2019 05 28

(11) Address for Service c/o Management Office, 88 Davenport Rd., Toronto, ON M5R 0A5

(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

88 Davenport Road

Toronto, ON M5R 0A5

(15) Document Prepared by:

Shibley Righton LLP

700 - 250 University Avenue

Toronto, ON M5H 3E5

(File No. 2190870)

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Condominium Act, 1998

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

Toronto Standard Condominium Corporation No. 2280 (known as the "Corporation") certifies that:

1. The copy of By-law No. 7 attached hereto as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. *(Please check the statement that applies)*

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

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

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

Dated this 15 day of May, 2019.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:

Name: DR BRIAN J. FINE
Title: DIRECTOR

Per:

Name: MAGALY BIANCHINI
Title: DIRECTOR
(I/We have authority to bind the Corporation)

SCHEDULE "A"

BY LAW NO. 7

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 AMENDMENT TO BY LAW NO. 6 – THE STANDARD UNIT BY LAW

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2280 (the "**Corporation**") that By-law No. 6 of the Corporation shall be repealed and replaced with the following:

A by-law that identifies the standard unit in order to determine what constitutes an improvement for the purposes of sections 89 and 99 of the *Condominium Act, 1998*, S.O. 1998, c. 19.

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for each class of unit within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

1. Purpose: The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(3) and 99(5) of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "Act"). The boundaries of the unit shall be as defined in Schedule "C" to the declaration of the Corporation (the "Declaration").
2. Residential Unit Class: For the purposes of this by-law, the standard unit for all residential units shall consist of those items as listed in Schedule "B" attached hereto (hereinafter referred to as the "Residential Unit Class – Standard Unit"). subject to the following provisions:
 - (a) any of the materials set out in Schedule "B" may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (b) all materials set out in Schedule "B" are standard builders grade in quality, unless specifically stated otherwise. Should a dispute or disagreement arise over the manufacture, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "B", the final and unfettered determination of same shall be that of the board of directors; and
 - (c) the Residential Unit Class - Standard Unit shall not include any wall tiling, light fixtures, floor coverings, baseboards or crown mouldings unless specifically provided for in Schedule "B".

Anything not specifically included as part of the Residential Unit Class - Standard Unit (as listed in Schedule "B" herein) shall be deemed to be an improvement made to the unit, as that term is defined by sections 89 and 99 of the Act.

3. Notwithstanding any of the foregoing, if the Corporation at any time owns any unit within the class noted above, then such unit shall, only for the duration that the Corporation retains ownership of same, be classified as the "Corporation Asset Unit Class - Standard Unit". The Corporation Asset Unit Class - Standard Unit shall include everything that falls within the boundaries of such unit(s) (save and except the common elements) as these boundaries are described by the Declaration, including chattels.
4. Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) with the customary coverage provided to condominium unit owners and as may be required by the Declaration. Although the Corporation may not need to be provided with a copy of a unit owner's policy of insurance with respect to the improvement(s), the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence that the said improvements are insured. The unit owner shall provide the required information to the Corporation within ten (10) days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to his/her respective unit shall only be performed by an accredited professional.
5. Severability: Each of the provisions of this by-law shall be deemed to be 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 by law.

SCHEDULE "B"

RESIDENTIAL UNIT CLASS – STANDARD UNIT

WALLS, CEILINGS & DOORS:

- All interior walls and ceilings to be standard ½" drywall.
- All ceilings to be smooth finish. with drywall bulkheads where applicable.
- All interior walls and ceilings to be painted with one coat of primer and one coat of white latex paint.
- Plaster cornice mouldings in foyer and entrance hall, as per as-built plans.
- Large format ceramic, marble or limestone tile surrounding soaker tub in master en-suite bathroom, as per as-built plans.
- Marble or limestone tile enclosures around showers in bathrooms, as per as-built plans.
- Mirrors above sinks in bathrooms and powder room.
- All door trim to be 4" MDF.
- All door trim to be painted with one coat of primer and one coat of white semi-gloss latex paint.
- Interior room and closet doors to be standard paint grade single panel solid core, single- or double-open as applicable, with decorative lever hardware and painted with one coat of primer and one coat of white latex paint.
- Framed glass door for shower enclosure in bathrooms, where applicable.

HEATING & AIR CONDITIONING:

- Individually controlled fan coil unit for heating and air conditioning.
- Gas fireplace and mantle with marble side columns and mirror panel or mantel where shown on as-built plans.

ELECTRICAL SERVICE:

- Electrical fuse panel.
- White decora-style outlets and switches mounted at designer height throughout.
- Two-way switch for exhaust fan in kitchen (for kitchen exhaust) and bathrooms (for bathroom exhaust).
- Capped ceiling electrical connections in foyer, kitchen, breakfast room, den/family room, master en-suite bathroom, powder room, laundry room and walk-in closets, as per as-built plans.
- Wall sconce outlet above vanity in master en-suite bathroom.
- Door activated switch in master bedroom walk-in closet
- Two switched electrical outlets in each of living room, master bedroom and second bedroom.
- One switched electrical outlet in dining room.
- 220 volt electrical outlet for oven and range top in kitchen, where applicable.
- 220 volt electrical outlet for dryer in laundry room, where applicable.

CABINETRY, COUNTERTOPS & SHELIVING:

- Designer cabinetry in kitchen, as per as-built plans.
- Designer vanity cabinets in bathrooms, as per as-built plans.
- Cabinetry in laundry room, as per as-built plans.
- Granite, marble or stainless steel countertops in kitchen, as per as-built plans.
- Marble or limestone vanity tops in bathrooms, as per as-built plans.
- Wood closet shelving with chrome coat rod in all closets.

PLUMBING:

- Stainless steel top-mount double sink with single lever chrome faucet and integrated vegetable spray in kitchen.
- Water supply and drain for built-in dishwasher in kitchen.
- Water supply and drain for washing machine in laundry room.

- White porcelain under-mount sinks and spread-set faucets in bathrooms and powder room, as per as-built plans.
- Soaker tub in master en-suite bathroom.
- Builder's grade stall showers in bathrooms, where applicable.
- Lever faucets in showers, where applicable.
- Builder's grade toilets in bathrooms.
- Separate shut-off valves for water in kitchen, laundry room and each bathroom.

VENTILATION EQUIPMENT:

- Exhaust fan in bathrooms, vented to exterior.
- Exhaust fan in kitchen, vented to exterior.
- Exhaust ducts in laundry room, vented to exterior.

ADDITIONAL FEATURES:

- Smoke detector(s), heat detector(s) and carbon monoxide detector(s), as per as-built plans.
- Telephone and television cable outlets, as per as-built plans.
- Suite entrance door security system wired to concierge station.

DATED this 15 day of May, 2019.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:

Name:

Title:

DR BRIAN JAFFE

DIRECTOR

Per:

Name:

Title:

MAGALY BIANCHI



DIRECTOR

I/We have the authority to bind the corporation



Form 4 - Land Registration Reform Act

D

<div>AT 5534423</div> <div>CERTIFICATE OF RECEIPT</div> <div>RÉCÉPISSÉ</div> <div>TORONTO (66)</div> <div>OCT 01 2020 09:41</div> <div>LAND REGISTRAR</div> <div></div> <div>New Property Identifiers</div> <div>Additional: See Schedule <input type="checkbox"/></div> <div>Executions</div> <div>Additional: See Schedule <input type="checkbox"/></div>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 4 pages			
		(3) Property Identifier(s) Block Property		Additional: See Schedule <input checked="" type="checkbox"/>			
		(4) Nature of Document					
		(5) Consideration					
		(6) Description					
		(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"/> Others <input checked="" type="checkbox"/>	
(8) This Document provides as follows:		See Schedule for By-law No. 8 and Certificate					
(9) This Document relates to instrument number(s)		Continued on Schedule <input checked="" type="checkbox"/>					
(10) Party(ies) (Set out Status or Interest)		Name(s)		Signature(s)		Date of Signature	
		TORONTO STANDARD CONDOMINIUM CORPORATION		Per: 		Y M D	
		NO. 2280 (Applicant)		Peter Neilson		2020 09 30	
		by its solicitors, Shibley Righton LLP		(I have the authority to bind the Corporation)			
(11) Address for Service		c/o Management Office, 88 Davenport Rd., Toronto, ON M5R 0A5					
(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		(15) Document Prepared by:		Fees and Tax			
88 Davenport Road		Shibley Righton LLP		Registration Fee			
Toronto, ON M5R 0A5		700 - 250 University Avenue					
		Toronto, ON M5H 3E5					
		(File No. 2190870)					
				Total			

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. 2280 (known as the "Corporation") certifies that:

1. The copy of By-law No. 8 attached hereto as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. *(Please check the statement that applies)*

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

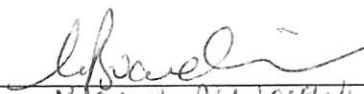
☒ The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10)(a) of the *Condominium Act, 1998* and subsection 14 (2) of Ontario Regulation 48/01 applies).

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

Dated this 24 day of Sept., 2020.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: MAGALY BLUNGETTI

Title: Director

Per:


PETER J. COOPER, DIRECTOR

Name:

Title:

(I/We have authority to bind the Corporation)

BY LAW NO. 8

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(the "Corporation")

A BY-LAW TO PERMIT ELECTRONIC VOTING AND PRESENCE

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

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

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

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

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

ARTICLE 1 – VOTING

1.01 Amendment to By-law No. 1

By-law No. 1 of the Corporation shall be amended by deleting Article 4.7 and replacing it with the following:

4.7 Methods of Being Present and Voting

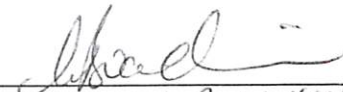
- (a) Any person entitled to be present at any meeting of the owners may attend either:
(i) in person, if provision has been made for in-person attendance; (ii) by proxy; or (iii) by telephonic or electronic means (being any means that uses the telephone or any other electronic or other technological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

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


DATED this ^{24th} day of September, 2020.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:


Name: NAGALY BLANCHINI
Title: Director

Per:


Name: PETER J. COOPER
Title: DIRECTOR
I/We have the authority to bind the
corporation

RULES AND REGULATIONS

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

The following Rules made pursuant to the *Condominium Act, 1998*, (the "Act") shall be observed by all Owners (collectively, the "Owners") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

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

1. GENERAL

- (a) Use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or occupants, his family, guests, visitors, servants or agents shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies shall be strictly observed.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any Unit or the Common Elements.
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements.
- (e) Any repairs to the Units or Common Elements shall be made only during reasonable hours.

3. SECURITY

- (a) Owners shall supply to the Board the names of all residents and tenants of all dwelling Units.
- (b) Residents are to immediately report any suspicious person(s) seen on the property to the Manager or its staff.

4. SAFETY

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in the Units or exclusive use Common Elements.
- (c) No barbeques (whether gas, charcoal or electric) shall be permitted on any of the Common Elements, other than on the exclusive use terraces of Residential Units 1 to 4 inclusive on Level 5, Unit 1 on Level 23, and Unit 1 on Level 25, on the exclusive use balconies of Units 1 and 2 on Level 24, and the Common Element terrace on Level 4. Gazebos are permitted on the exclusive use terraces of Residential Units 1, 3 and 4 inclusive on Level 5 provided that same are consistent with the building architecture and do not have elevations taller than the top of the slab of the floor above and the prior written approval of the Declarant has been obtained.
- (d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit.
- (e) Water shall not be left running unless in actual use.
- (f) Nothing shall be thrown out of the windows or the doors of the Units.
- (g) No Owner or occupant shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Condominium, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (h) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully cooperate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the building.
- (i) Only seasonal furniture which is safely secured in order to prevent such items from being blown off the balcony or terrace is permitted on exclusive use balconies and terraces including without limitation exclusive use rooftop terrace of Unit 1 on Level 25.

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy or alter the Common Elements or any of the landscaping work on the property, if any.
- (b) No awnings shall be erected over or on the outside of the windows or balconies or terraces.
- (c) No equipment owned by the Corporation shall be removed from the Common Elements by, or on behalf of, any Owner or occupant of a Unit;
- (d) No Owner shall paint the exterior of the Units or any part of the exclusive use Common Elements appurtenant to a Unit, including without limitation, the railings on a balcony or terrace.

- (e) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from a Unit or some other part of the Common Elements.
- (f) Any physical damage to the Common Elements caused by an Owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant.
- (g) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door.
- (h) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements.
- (i) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board.
- (c) No de-icing chemicals shall be used on exclusive use balconies or terraces.

7. RETAIL UNITS

- (a) The toilets, sinks and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant, patron or agent shall cause it.
- (b) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board.
- (c) Retail Units shall be utilized in accordance with the governing zoning and municipal regulations concerning their use and occupation.

8. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (b) Small quantities of recyclables, including newspapers, magazines and/or plastic/glass bottles should be deposited into the garbage chute as indicated on the sorter. Large quantities of recyclables shall not be thrown down the chute, but shall be securely bound and deposited in the designated recycling area.
- (c) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The Manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the Unit or on any exclusive use Common Elements.
- (d) No garbage other than those items listed in paragraphs (b) and (c) above is to be left on the floor of the disposal rooms;

- (e) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 am.
- (g) Retail Unit Owners will be required to arrange for private refuse pick-up from a garbage storage room. Retail Unit Owners shall ensure that garbage is stored within their Unit and/or in the garbage room at all times and must be picked up at minimum of once per week.

9. TENANCY OCCUPATION

- (a) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 49 of the Act, any person or persons intending to reside in the Owner's Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented.
- (d) The foregoing documentation shall be supplied forthwith and without charge to and upon request for same by the Corporation.
- (e) No Owner shall allow his tenant to sublet his Unit to another tenant.
- (f) All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefore.
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
- (h) The Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

10. PARKING AND MOTOR VEHICLES

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

- (a) No vehicles, equipment or machinery (including trailers, boats, snowmobiles, mechanical toboggans), other than motor vehicles, shall be parked or left on any part of the Common Elements.
- (b) No parking areas shall be used for storage purposes.
- (c) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) driveways and drive aisles; and
 - (iii) delivery and garbage areas.
- (d) No servicing or repairs shall be made to any motor vehicle or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway, drive aisle or parking space.

- (e) A parking permit is required with respect to any motor vehicle parked on any area of the Common Elements designated for visitor parking between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of three (3) days. The permit must be visibly displayed on the left front dashboard.
- (f) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (g) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of ten (10) km per hour.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (i) Motor vehicles shall be equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. No motor vehicles or bicycles are permitted to be operated on sidewalk or walkway areas of the Condominium.
- (j) No unlicensed motor vehicle shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without a proper operating licence.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof

11. MULTI-PURPOSE ROOM

- (a) Any Unit Owner wishing to use the multi-purpose room shall complete an application for rental of this room and leave same with the Management Office together with a non-refundable fee, plus a security deposit, or an amount to be determined by the Board of Directors or their agent at the time of application. The deposit shall be returned if the multipurpose room is left in the same condition as it is found.
- (b) No resident shall permit more persons to be present in the multi-purpose room than is allowed by the fire marshal's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose room nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property of the condominium corporation.
- (e) Any resident using the multi-purpose room shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.

(f) Advance reservations for the use of the multi-purpose room may be made by telephone. Reservations must be cancelled no later than 7 days prior to the date reserved. If fees, deposit, and signed forms have not been received by the Management Office 7 days before the rental date, the reservation will be automatically cancelled.

(g) The multi-purpose room may not be used for any purpose after 2:00 a.m.

12. WINE CELLAR DINING AREA

(a) Any Wine Cellar Unit Owner wishing to use the Wine Cellar Dining Area on Level A shall complete an application for rental of this room and leave same with the Management Office together with a non-refundable fee, plus a security deposit, or an amount to be determined by the Board of Directors or their agent at the time of application. The deposit shall be returned if the Wine Cellar Dining Area is left in the same condition as it is found.

(b) No resident shall permit more persons to be present in the Wine Cellar Dining Area than is allowed by the fire marshal's office, as indicated in the rental application.

(c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the Wine Cellar Dining Area nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.

(d) No resident shall permit any illegal act in or adjacent to the Wine Cellar Dining Area or upon the property of the condominium corporation.

(e) Any resident using the Wine Cellar Dining Area shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.

(f) Advance reservations for the use of the Wine Cellar Dining Area may be made by telephone. Reservations must be cancelled no later than 7 days prior to the date reserved. If fees, deposit, and signed forms have not been received by the Management Office 7 days before the rental date, the reservation will be automatically cancelled.

(g) The Wine Cellar Dining Area room may not be used for any purpose after 2:00 a.m.

13. BALCONIES, TERRACES AND ROOFTOP EXCLUSIVE USE AREAS

(a) No barbeques (whether gas, charcoal or electric) shall be permitted on any of the Common Elements, other than on the exclusive use terraces of Residential Units 1 to 4 inclusive on Level 5, Unit 1 on Level 23, and Unit 1 on Level 25, on the exclusive use balconies of Units 1 and 2 on Level 24, and the Common Element terrace on Level 4. Gazebos are permitted on the exclusive use terraces of Residential Units 1, 3 and 4 inclusive on Level 5 provided that same are consistent with the building architecture and do not have elevations taller than the top of the slab of the floor above and the prior written approval of the Declarant has been obtained.

(b) Balconies, terraces and rooftop exclusive use areas shall not be used for the storage of any goods or materials.

(c) Only seasonal furniture is allowed on balconies, terraces and rooftop exclusive use common elements. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terraces or rooftop exclusive use common elements by high winds.

(d) No Owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or rooftop exclusive use common element areas which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other Owners, occupants or tenants.

14. SWIMMING POOL

(a) Hours: The swimming pool and whirlpool area is open from 5:00 a.m. to 1:00 a.m. daily except when closed for routine cleaning and maintenance.

- (b) Children under sixteen (16) years of age must be accompanied in the swimming pool by an adult at all times.
- (c) A cleansing shower must be taken before entering or re-entering the swimming pool.
- (d) No bath oil, shampoo or soap is permitted in the swimming pool.
- (e) No person shall pollute the swimming pool in any way.
- (f) No food or drink is permitted in the swimming pool area.
- (g) The swimming pool shall be used at the user's risk.

15. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings and pads to protect the elevators should be installed as determined by the Manager or its staff in their sole discretion. The time and date of moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 2 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 am. and 8:00 p.m., Monday to Saturday, inclusive, and shall not take place on public holidays.
- (c) A refundable security/damage deposit, in such amounts as determined by the Board from time to time, shall be deposited with the Corporation through the Manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the Manager and to request an inspection of the service elevator and adjacent Common Elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery of goods, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected Common Elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the Unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the Common Elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings to the Unit. The Corporation through its Manager shall have the right to withhold all or part of the security deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards 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 person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of the security deposit shall be assessed against the Unit owned by or occupied by the person reserving the service elevator as a Common Element expense.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.

- (h) Upon moving from a suite, the Owner or occupant vacating the premises shall surrender all Common Element keys and any garage access or security access devices in his possession to the Manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a Unit shall register with the Manager or its staff prior to the move-in date at which time arrangements will be made for the delivery of the Common Element keys and any parking access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.
- (l) Rules 15(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their Unit from the Declarant shall not be required to provide a security deposit pursuant to Rule 15(c) for their initial move-in only.

16. EXERCISE FACILITIES

- (a) The use of the exercise facilities within the Condominium is at the user's risk.
- (b) No equipment is to be taken out of the exercise facilities for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in the exercise facilities.
- (d) No food, beverages or smoking are allowed in the exercise facilities.
- (e) Tops must be worn at all times in the exercise facilities. Sports shoes only must be worn within the exercise facilities. Sandals, slippers, thong-style shoes are not acceptable. Bare feet, stockings or socks are not permitted.
- (f) Wet bathing suits are not permitted in the exercise facilities.
- (g) No person under the age of 16 may use or is allowed in the exercise facilities.
- (h) Since perspiration will soil and damage the furniture in the lounge area, proper post-exercise attire must be worn in this area.
- (i) Audio equipment, such as portable MP3 players or portable CD players, are permitted only if used for personal listening purposes and listened to with ear-buds or headphones. If a resident finds the noise level objectionable, the audio equipment must be turned down or off.
- (j) Perspiration must be wiped from equipment after use.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(the "Corporation")**

Pursuant to Section 58 of the *Condominium Act, 1998*, as amended (the "Act")

NOTICE OF NEW RULE

Please find enclosed a copy of a proposed new Rule No. 16, in accordance with Section 58 of the Act.

The Board of Directors has proposed that the existing Rule 16 be repealed and replaced with the attached new Rule 16 which will become effective on December 6, 2019.

Unit owners have the right to requisition a meeting to vote on this proposed Rule under section 46 of the Act. The Rule will become effective:

1. If the Board receives a requisition for a meeting of owners under section 46 of the Act within 30 days after the date of this Notice, then the earlier of:
 - a. The time at which a quorum is not present at the first attempt to hold the meeting; and
 - b. The time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.

OR

2. If the Board does not receive a requisition for a meeting of owners under section 46 of the Act within the 30 days after the date of this Notice, on December 6, 2019.

We enclose a copy of the text of sections 46 and 58 of the *Condominium Act, 1998* for your reference.

DATED this 5th day of November, 2019.

Sincerely,

Cerasela Hornea, General Licence, RCM
Condominium Manager
Crossbridge Condominium Services
As agents for and on behalf of TSCC2280

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(the "Corporation")**

Pursuant to Section 58 of the *Condominium Act, 1998*

EXERCISE FACILITIES RULE

WHEREAS the Board of Directors of the Corporation has the authority to pass rules in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, and to prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation and other units,

NOW THEREFORE RULE 16 OF THE CORPORATION IS REPEALED AND REPLACED AS FOLLOWS:

16. EXERCISE FACILITIES

Residents

- a) No one shall use the exercise facilities except after prior consultation with a physician who should advise that person that he/she may use the exercise facilities.
- b) The hours of operation for the exercise facilities shall be between 6:00 a.m. to 11:00 p.m. daily. The exercise facilities may be closed for cleaning on a daily basis at such times as may be determined by the Board or by property management from time to time. Typically, cleaning shall be performed during daily between 1:00 p.m. and 2:00 p.m. subject to changes by the Board or by property management.
- c) Use of the exercise facilities is restricted to Residents only. Guests and non-resident Owners are not permitted to use the exercise facilities.
- d) No children under sixteen (16) years of age are permitted to use the exercise facilities unless accompanied by a Resident over the age of sixteen (16) years of age. However, no children under the age of sixteen (16) years of age shall use the weight equipment, even if accompanied by a person over the age of sixteen (16).
- e) Equipment must be used only in the manner as intended by the manufacturer of such equipment. Notwithstanding the foregoing, cushioned workout benches are not to be used for standing or doing step-up exercises.
- f) Proper gym attire must be worn at all times. Proper attire shall be as follows:
 - i. Tops and bottoms, not including bathing suits or any sort of wet attire; and
 - ii. Clean soft-soled, athletic shoes, not including sandals, slippers, thong-style flip-flops, bare feet, or socks.
- g) No food and beverages (other than water in bottles) are permitted within the exercise facilities.

- h) Pets may not enter the exercise facilities, including the adjacent terrace.
- i) No audio equipment is permitted except if used with personal listening devices such as ear-buds or headphones.
- j) Cellular phone use is not permitted, other than to use as an audio device in accordance with sub-rule 16(h) above.
- k) Equipment may not be removed from the exercise facilities.
- l) Additional equipment may not be brought into the exercise facilities.
- m) Users must not bang the weights or allow them to drop to the floor. Weights must be placed in the racks after use. This provision also applies to the "Universal Weight Station".
- n) Use of any equipment in the exercise facilities is limited to thirty (30) minutes per session except when no other resident is waiting for it.
- o) Machinery or equipment situate within the exercise room must be wiped dry of any perspiration after each use.
- p) Prior to exiting the exercise facilities, all equipment must be returned to the allocated storage place, the terrace door must be closed (making sure it latches properly), the televisions must be turned off, and the television remotes must be left on the televisions.

Trainers

- q) Trainers are only permitted in the exercise facilities during the following hours:
 - a. Weekdays
 - i. 6:00 a.m. to 7:00 a.m.
 - ii. 11:00 a.m. to 1:00 p.m.
 - iii. 2:00 p.m. to 8:00 p.m.
 - b. Weekend & Holidays
 - i. 12:00 p.m. to 1:00 p.m.
 - ii. 2:00 p.m. to 6:00 p.m.
- r) Prior to using the exercise facilities, trainers must provide property management with copies of their identification and their insurance coverage related to being a personal trainer.
- s) Trainers are required to sign a "Trainer Acknowledgement Agreement" before they enter the exercise facilities.
- t) After initially registering with the Corporation, trainers will be required to sign in with the Corporation's concierge prior to every use of the exercise facilities.
- u) Trainers must stow their personal gear in change room lockers.

- v) Trainers must be accompanied by a Resident while in the exercise facilities.
- w) Trainers are not permitted to use the equipment for their own personal exercise. Trainers may only use the equipment for the purpose of providing short demonstrations of exercises to their clients. Such demonstrations must only be for the proper use of the equipment and must not impede another resident's use of that equipment.
- x) Workout regimens that involve loud and/or aggressive interaction are not permitted in the exercise facilities.

Section 58 of the Condominium Act, 1998

Rules

- 58** (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,
- (a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or
 - (b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Rules to be reasonable

- (2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

- (3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

- (4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

- (5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

- (6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,
- (a) a copy of the rule as made, amended or repealed, as the case may be;
 - (b) a statement of the date that the board proposes that the rule will become effective;
 - (c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and
 - (d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

When rule effective

- (7) Subject to subsection (8), a rule is not effective until the following time:
- 1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,
 - i. the time at which a quorum is not present at the first attempt to hold the meeting, and
 - ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.
 - 2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

Same

- (8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

- (9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

- (10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

Section 46 of the Condominium Act, 1998

- 46** (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

- (2) The requisition shall,
- (a) be in writing and be signed by the requisitionists;
 - (b) state the nature of the business to be presented at the meeting; and
 - (c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

- (3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

- (4) Upon receiving a requisition mentioned in subsection (1), the board shall,
- (a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or
 - (b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

- (5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

- (6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280
(the “Corporation”)

SMOKE-FREE ENVIRONMENT 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, common elements, and assets of 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 and tobacco smoking and second-hand smoke are dangerous and can also be a nuisance that unreasonably interferes with the use and enjoyment by others of the common elements and the units;

AND WHEREAS the cultivating or growing of cannabis plants presents a risk of nuisance, odour, 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 Smoke-Free Environment Rule:

Definitions

For this rule:

- 1.01 “**Smoking**” is defined as the inhaling, vaping, breathing, carrying, or possession of any lighted cigarette, electronic or e-cigarette, cigar, pipe, vaporizer, or inhalant-type device and/or other product containing any amount of tobacco, cannabis, and/or other smoke-producing substance, or any other similar heated or lit product.
- 1.02 “**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.

No Smoking on Common Elements

- 2.01 Smoking is prohibited on all indoor and all outdoor common element areas, including all exclusive-use common elements such as terraces, balconies, dining and wine tasting rooms, sign bands, and roof top terraces. This prohibition applies to Smoking of any substance, including but not limited to tobacco, cannabis, or any illegal substance.

Restrictions on Production of Cannabis

- 3.01 The Production of Cannabis is prohibited on all indoor and outdoor common elements, including exclusive-use common elements such as terraces, balconies, dining and wine tasting rooms, sign bands, and roof top terraces.
- 3.02 The Production of Cannabis is only permitted in units pursuant to the provisions of the federal *Cannabis Act*, also known as Bill C-45, and any successor legislation thereto.
- 3.03 Despite any provision to the contrary, personal cultivation of cannabis within units shall be limited to four (4) cannabis plants per unit.
- 3.04 Should the cultivation of cannabis plants result in:
- i. humidity, condensation, and/or mould in the units or on the common elements of the Corporation;
 - ii. an increase in the rate of insurance held by the Corporation;
 - iii. the disproportionate consumption of utilities, including but not limited to electricity and water as determined by the Board in its sole discretion; or,
 - iv. the creation of or continuation of any unreasonable nuisance, annoyance or disruption to an individual in a unit, the common elements or the assets, if any, of the Corporation as determined by the Board in its sole discretion;

then the Corporation will require the immediate removal of the cannabis plants and all costs incurred by the Corporation in this regard shall be recovered by the Corporation in the same manner as common expenses.

- 3.05 Any alteration of cannabis for personal use shall not be performed with the use of any dangerous organic solvents (as defined by the federal *Cannabis Act*, also known as Bill C-45, and any successor legislation thereto) as same may, among other things, result in an increased risk of fire.

No Smoke or Odour Transfer in Units

- 4.01 Unit owners shall ensure that all windows and doors are closed when Smoking or alteration of cannabis takes place inside a condominium unit and that appropriate steps are taken to prevent second-hand smoke and offensive odours from entering other units or the common elements, which steps shall include, but not necessarily be limited to, installing air filtering systems. Unit owners are responsible for all costs incurred by the Corporation to prevent migration of smoke or smoke odours to other units or the common elements. Such costs may be recovered by the Corporation against the unit owner in the same manner as common expenses.
- 4.02 The Board may prohibit Smoking or alteration of cannabis in a condominium unit with written notice to the subject owner if the Smoking or alteration of cannabis is deemed to be a nuisance by the Board or the manager in their discretion, acting reasonably.

The foregoing rule is hereby enacted by Toronto Standard Condominium Corporation No. 2280, said rule having been passed by the board of directors pursuant to section 58 of the *Act*.



November 11, 2021

«First_Name»«Last_Name»

«Address_1»

«Suit»

«City», «Province»

«Postal»

**Re: Budget and Common Element Fee for New Fiscal Year
Suite «Master Unit», 88 Davenport Road
(December 1, 2021 – November 30, 2022)**

Dear Homeowner:

Enclosed you will find the budget for the new fiscal year commencing December 1, 2021. Included in the budget statements are comparisons with the budget for the current fiscal year and with an estimate of the likely results for this fiscal year ending November 30, 2021.

2021

Financial projections for fiscal year 2021 indicate that the Corporation is likely to end the year with a small Operating Surplus of approximately \$54,490, as compared with a budgeted Operating Loss of 150,000. This is despite the challenges experienced from Covid-19 and from the flooding mishap back in May, 2021. Although revenues are predicted to be approximately \$8,500 behind budget (due to much-reduced use of the Guest Suite and to lower interest income due to pandemic-induced decline in interest rates), the expected Operating Surplus results from Operating Expenses projected to be over \$200,000 below Budget. This is due largely to "Specific Expenditure" (Board discretionary enhancements, etc.) being almost \$125,000 below budget, as well as to savings in utility costs and suspension of certain cleaning services, also due to the pandemic.

Despite insurance coverage for most flooding repairs, certain expenses we not eligible (in-suite repairs) and pool maintenance and enhancements exceeded budget. Not yet included in the FY 2021 expenses are the costs of some very important investments in systems and features that will enable highly effective early detection and prevention of mishaps such as that which caused the flooding, and more. These costs will be included in the FY-2022 budget and some covered by Reserve Fund.

2022

As the Corporation heads into Fiscal Year 2022 we face some remaining costs of repairs and replacements following the flooding, certain areas of the building that require enhancement and renewal after almost ten years of occupancy, and especially important, the investments in smart systems that will provide important safety and preventive protection. Additionally, the post-pandemic world is experiencing higher costs for insurance rates and deductibles, certain utilities, contractor fees and wages.

The Budget for 2022 takes these factors into account. Based on expected expenditures and maintaining the \$150,000 provision for discretionary "Specific Expenditures", the projected Operating deficit is calculated to be \$150,000 – equivalent to the discretionary amount. However, to cover the essential expenditures in the budget the Board has concluded that the Corporation will need to introduce a small increase in the Common Expense Contribution and has, therefore, determined the need for an increase of 6% in Condominium Fees,

88 Davenport Road, Toronto, ON M5R 0A5
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TheFlorian@crossbridgecs.com

amounting to a total annual increase of \$173,047. This is necessary to keep the financial condition of the Corporation solid.

Owners are invited to direct questions about the budget and financial projections to the Property Manager or to any Board member.

Sincerely,

The Florian (Toronto Standard Condominium Corporation No. 2280)

Board of Directors

Commencing December 1, 2021 and continuing until the fiscal year-end of November 30, 2022, your Common Element Assessment will be \$ «Total_Fee_»

If you are currently using the Pre-Authorized Payment option, your common charge deduction will be automatically updated. If you are currently not using Pre-Authorized Payments, we ask you to submit a series of 12 post-dated cheques, payable to TSCC 2280, in the revised Common Element Fee amount for the 12 months beginning December 1, 2021. For owners wishing to convert to Pre-Authorized Payment, please contact the Management Office, to complete the enrollment form and return it to the Property Management Office along with a void cheque.

TSCC 2280 - The Florian (ts2280)
2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		<u>2021 Budget</u>	<u>2021 Projected</u>	<u>2022 Budget</u>	<u>% Budget Change</u>
REVENUE					
<u>OPERATING INCOME</u>					
3001&3005	Common Expense Contribution	2,822,049	2,822,047	2,995,194	6.14
3090-0000	Prior Years Surplus/(Deficit) Applied	0	0	0	-
3094-3000	Allocation to Equipment Fund	(14,280)	(14,279)	(14,280)	0
3099-0000	Allocation to Reserve Fund	(654,881)	(654,881)	(671,880)	3
TOTAL OPERATING INCOME		2,152,888	2,152,887	2,309,034	7
3305-0000	Access Control - Keys etc.	0	760	300	-
3355-0000	Guest Suites Income	4,800	1,276	4,800	0
3360-0000	Interest Income	9,600	3,742	2,400	(75)
3499-0000	Miscellaneous Income	0	71	50	-
TOTAL REVENUE		2,167,288	2,158,736	2,316,584	7
EXPENDITURES					
<u>UTILITIES</u>					
4010-0000	Gas	81,481	81,795	109,854	35
4020-0000	Hydro	377,341	319,549	344,236	(9)
4020-5000	Hydro - Recovery	(99,000)	(101,049)	(101,040)	2
4030-0000	Water	98,033	95,803	98,689	1
TOTAL UTILITIES		457,855	396,098	451,739	(1)
<u>ON SITE WAGES & BENEFITS - PAYROLL</u>					
4185-0000	Superintendent	63,860	63,162	67,041	5
4205-0000	C.P.P.	2,898	3,533	3,166	9
4210-0000	E.I.	1,199	1,430	1,245	4
4220-0000	WSIB	1,271	1,595	1,210	(5)
4225-0000	Group Insurance	4,663	6,021	4,899	5
4250-0000	Bonus-Recovered	10,000	10,000	10,000	0
TOTAL ON SITE WAGES & BENEFITS - PAYROLL		83,891	85,740	87,562	4
<u>CONTRACTS - ON SITE PERSONNEL</u>					
4405-0000	Cleaning	179,790	179,486	183,379	2.00
4428-0000	Security	292,233	284,586	289,150	(1.05)
4450-0000	Valet	277,770	273,881	280,991	1.16
4499-0000	Miscellaneous	13,500	15,693	18,000	33
TOTAL CONTRACTS - ON SITE PERSONNEL		763,293	753,646	771,520	1
<u>CONTRACTS</u>					
5045-0000	Elevators	29,124	25,454	29,124	0
5050-0000	Fire Alarm Monitoring	900	881	900	0
5055-0000	Fire Protection	14,502	14,634	15,413	6.28
5060-0000	Garage Cleaning	10,380	9,066	10,380	0
5065-0000	Garage Doors	2,130	1,852	2,130	0
5075-0000	H.V.A.C. - All Inclusive	34,131	34,131	34,131	(0)
5080-0000	H.V.A.C. - Fan Coils/Heat Pumps	27,568	27,567	27,567	(0)
5085-0000	Indoor Plants	10,400	10,002	8,136	(22)
5095-0000	Landscaping & Snow Removal (combined)	24,070	26,081	24,069	(0)
5105-0000	Management Fees	198,274	198,274	205,217	3.50

TSCC 2280 - The Florian (ts2280)
2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		<u>2021 Budget</u>	<u>2021 Projected</u>	<u>2022 Budget</u>	<u>% Budget Change</u>
5110-0000	Odour Control	3,600	3,176	3,600	0
5120-0000	Pest Control	900	1,443	1,800	100
5155-0000	Window Washing	100,000	72,483	103,960	4
TOTAL CONTRACTS		455,979	425,044	466,427	2
<u>AMENITIES & RECREATION EXPENSES</u>					
5201-0000	General Amenities & Recreation Expenses	12,000	6,233	10,500	(13)
5280-0000	Pool R & M	15,420	35,228	15,420	0
TOTAL AMENITIES & RECREATION EXPENSES		27,420	41,461	25,920	(5)
<u>BUILDING SAFETY FEATURE EXPENSES</u>					
5301-0000	General Building Safety Feature Expenses	1,200	4,073	88,300	7,258
5305-0000	Access Control - Keys etc.	600	665	600	0
5310-0000	Camera Equipment	600	4,507	600	0
5320-0000	Emergency Generator R & M	8,725	2,788	8,725	0
5325-0000	Fire Equipment R & M	15,000	9,660	12,000	(20)
5340-0000	Pagers & Radios	275	25	300	9
5345-0000	Roof Anchors	900	565	900	0
5399-0000	Miscellaneous-Building Safety Features	4,800	4,108	4,800	0
TOTAL BUILDING SAFETY FEATURE EXPENSES		32,100	26,390	116,225	262
<u>C/A - HOUSEKEEPING & MAINTENANCE</u>					
5401-0000	General CA - H & M - Expenses	5,400	1,420	6,100	13
5405-0000	Carpets	7,300	7,294	7,300	0
5406-0000	Windows	2,400	988	2,400	0
5410-0000	Cleaning Supplies	7,800	5,014	6,600	(15)
5415-0000	Decorating	4,500	4,500	3,000	(33)
5420-0000	Flooring	3,600	4,882	4,600	28
5425-0000	Garage	1,000	200	1,000	0
5427-0000	Garage Doors	4,200	5,003	4,200	0
5430-0000	Guest Suites	2,500	2,561	2,400	(4)
5435-0000	Hardware & Doors	2,500	4,310	17,902	616
5437-0000	Maintenance Supplies	1,200	470	600	(50)
5438-0000	Small Tools	500	266	500	0
5450-0000	Small Equipment Repairs	1,000	140	500	(50)
5455-0000	Waste Disposal	15,600	11,986	13,200	(15)
5499-0000	CA - H & M - Miscellaneous	1,200	5,766	1,200	0
TOTAL C/A - HOUSEKEEPING & MAINTENANCE		60,700	54,800	71,502	18
<u>ELECTRICAL EXPENSES</u>					
5501-0000	General Electrical Expenses	6,000	12,265	6,000	0
5505-0000	Electrical - Bulbs & Parts	1,300	432	600	(54)
5550-0000	Elevators - Inspections	2,000	250	1,000	(50)
5555-0000	Elevators - Licenses	500	999	1,000	100
5560-0000	Elevators - Repairs & Maintenance	4,000	5,594	4,000	0
5599-0000	Electrical - Miscellaneous	500	0	500	0
TOTAL ELECTRICAL EXPENSES		14,300	19,540	13,100	(8)
<u>EXTERIOR R & M EXPENSES</u>					
5601-0000	General Exterior R & M Expenses	13,000	13,224	13,000	0
5655-0000	Irrigation	2,300	1,510	2,300	0

TSCC 2280 - The Florian (ts2280)
2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

		<u>2021 Budget</u>	<u>2021 Projected</u>	<u>2022 Budget</u>	<u>% Budget Change</u>
5657-0000	Landscaping/Extras	30,000	20,296	28,500	(5)
5699-0000	Miscellaneous-Exterior R & M	6,000	3,243	6,000	0
TOTAL EXTERIOR R & M EXPENSES		51,300	38,272	49,800	(3)
<u>IN-SUITE R & M EXPENSES - CONDO</u>					
5701-0000	General In-Suite R & M Expenses	6,000	17,279	17,338	189
TOTAL IN-SUITE R & M EXPENSES - CONDO		6,000	17,279	17,338	189
<u>MECHANICAL EXPENSES</u>					
5901-0000	General Mechanical Expenses	12,000	15,523	12,000	0
5950-0000	Plumbing - Catch Basins & Sump Pumps	6,840	6,833	6,840	0
5999-0000	Plumbing - Miscellaneous	6,600	7,056	6,600	0
TOTAL MECHANICAL EXPENSES		25,440	29,412	25,440	0
<u>SPECIFIC EXPENDITURES</u>					
6005-0000	Specific Expenditures	150,000	26,379	150,000	0
TOTAL SPECIFIC EXPENDITURES		150,000	26,379	150,000	0
<u>REALTY TAXES EXPENSE</u>					
6415-0000	Property Taxes - Condominium	250	0	250	0
TOTAL REALTY TAXES EXPENSE		250	0	250	0
<u>INSURANCE EXPENSES</u>					
6505-0000	Building Comprehensive	96,000	96,233	104,400	9
6515-0000	Deductibles	25,000	27,100	50,000	100
6540-0000	Insurance Trustee	600	565	600	0
TOTAL INSURANCE EXPENSES		121,600	123,898	155,000	27
<u>GENERAL & ADMINISTRATIVE EXPENSES</u>					
7001-0000	CAO Fee	900	882	900	0
7005-0000	AGM Expenses	2,200	1,854	2,200	0
7010-0000	Audit Fees	7,800	7,800	7,800	0
7020-0000	Bank Charges	360	371	360	0
7031-0000	Consulting	12,000	5,791	12,000	0
7040-0000	Dues & Subscriptions	500	483	500	0
7045-0000	Education - Courses/Seminars	600	100	600	0
7050-0000	Legal Fees	12,000	12,071	12,000	0
7055-0000	Meeting Costs	3,000	3,262	3,000	0
7060-0000	Office Expenses - General	4,000	3,358	4,000	0
7060-1500	Equipment Leases	2,400	2,211	2,400	0
7060-3000	Photocopying	900	366	900	0
7060-3500	Postage & Courier	300	100	300	0
7065-0000	Telephone	12,000	9,513	9,600	(20)
7070-0000	Uniforms	1,200	702	1,200	0
7071-0000	Computer	2,000	938	2,000	0
7072-0000	Website	5,000	100	5,000	0
7099-0000	Miscellaneous-General & Administration	0	16,385	0	0
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		67,160	66,288	64,760	(4)

TSCC 2280 - The Florian (ts2280)
2021 BUDGET & PROJECTED REVENUES & EXPENSES AND 2022 BUDGET

	<u>2021 Budget</u>	<u>2021 Projected</u>	<u>2022 Budget</u>	<u>% Budget Change</u>
TOTAL EXPENDITURES	2,317,288	2,104,246	2,466,584	6
SURPLUS / (DEFICIT) FROM OPERATIONS	(150,000)	54,490	(150,000)	0

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

**FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
NOVEMBER 30, 2020**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

November 30, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Unit Owners of
Toronto Standard Condominium Corporation No. 2280

Opinion

We have audited the financial statements of Toronto Standard Condominium Corporation No. 2280 (the "Corporation"), which comprise the statement of financial position as at November 30, 2020 and the statements of operations and changes in fund balances of the general fund, reserve fund, capital asset fund, staff gratuity fund, water treatment system fund, and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 2280 as at November 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian Accounting Standards for Not-For-Profit Organizations.

Basis for Opinion

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

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-For-Profit Organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

(continued)

INDEPENDENT AUDITOR'S REPORT (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

Raphkin Wein LLP

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Ontario
February 25, 2021


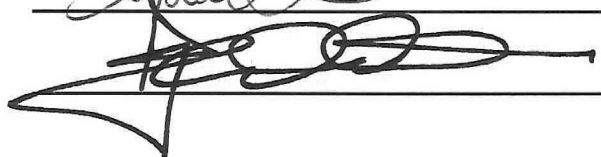
Toronto Standard Condominium Corporation No. 2280

Statement of Financial Position

As at November 30, 2020

	Note	General	Reserve	2020	2019
ASSETS					
Current					
Cash		\$ 601,017	\$ 575,045	\$ 1,176,062	\$ 840,691
Common element fees receivable		927	-	927	2,208
Sundry receivables		32,132	-	32,132	30,687
Interfund balance		53,278	(53,278)	-	-
Prepaid expenses		10,465	-	10,465	51,431
		697,819	521,767	1,219,586	925,017
Investments	[3]	-	3,287,720	3,287,720	3,491,432
Capital assets	[4]	309,307	-	309,307	310,749
		309,307	3,287,720	3,597,027	3,802,181
TOTAL ASSETS		1,007,126	3,809,487	4,816,613	4,727,198
LIABILITIES					
Current					
Accounts payable and accrued liabilities		187,700	36,947	224,647	215,458
Capital lease, current portion	[5]	12,475	-	12,475	11,868
		200,175	36,947	237,122	227,326
Capital lease	[5]	29,263	-	29,263	41,738
TOTAL LIABILITIES		229,438	36,947	266,385	269,064
NET ASSETS		\$ 777,688	\$ 3,772,540	\$ 4,550,228	\$ 4,458,134
<i>Increase (decrease) in Net Assets, in thousands</i>		(71)	163	92	
Net Assets represented by fund:					
General		\$ 503,986	\$ -	\$ 503,986	\$ 582,092
Capital asset	[2.a]	309,307	-	309,307	310,749
Staff gratuity	[2.a]	6,133	-	6,133	9,505
Water treatment system	[2.a]	(41,738)	-	(41,738)	(53,606)
Reserve	[2.a] [6]	-	3,772,540	3,772,540	3,609,394
		\$ 777,688	\$ 3,772,540	\$ 4,550,228	\$ 4,458,134

Approved on Behalf of the Board:

 Director
 Director

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280
Statement of General Operations and Changes in Fund Balance
For the year ended November 30, 2020

	Budget 2020 [Note: 7]	2020	2019
REVENUE			
Common element fees	\$ 2,721,806	\$ 2,721,822	\$ 2,579,627
Allocation to reserve fund	(638,312)	(638,312)	(622,162)
Contributions by unit owners to staff gratuity fund	-	36,630	40,890
Allocation to staff gratuity fund	-	(36,630)	(40,890)
Allocation to water treatment system fund	(14,280)	(14,279)	(14,279)
Reimbursement of legal and consulting costs from developer	-	25,000	-
Sundry and interest income	27,100	11,440	34,205
	2,096,314	2,105,671	1,977,391
EXPENDITURES			
Utilities	449,761	401,951	391,861
On site wages and benefits - payroll	83,670	81,065	81,401
Contracts - on site personnel	728,447	731,609	701,806
Contracts	449,614	409,749	415,495
Amenities and recreation	26,420	52,593	29,860
Building safety features	26,200	22,336	24,500
Housekeeping and maintenance	58,800	59,471	65,546
Electrical	13,300	31,691	16,485
Exterior	51,300	45,348	63,782
In-suite repairs and maintenance - condo	21,940	24,826	6,446
Mechanical	24,956	30,106	34,002
Non-recurring expenditures	150,000	107,294	-
Other operating	-	-	3,108
Realty taxes	250	-	-
Insurance	92,596	90,942	77,303
General and administrative	69,060	94,796	71,158
	2,246,314	2,183,777	1,982,753
Excess of Expenditures over Revenue	(150,000)	(78,106)	(5,362)
Balance, Beginning of the Year		582,092	587,454
Balance, End of the Year		\$ 503,986	\$ 582,092

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280
Statement of Reserve Operations and Changes in Fund Balance
For the year ended November 30, 2020

	2020	2019
REVENUE		
Allocation from common element fees	\$ 638,312	\$ 622,162
Interest	82,233	83,109
	720,545	705,271
EXPENDITURES		
Fire safety	171,026	-
Electrical and mechanical systems	131,667	-
Heating, ventilation and air conditioning	76,993	-
Pool and other common areas restoration	74,586	129,883
Parking garage and terraces waterproofing	45,088	27,297
Elevators	22,219	2,712
Exterior finishes and window replacement	18,438	28,476
Consulting	10,170	13,401
Plumbing valves and pool system replacement	3,423	16,701
Landscaping	2,432	-
Domestic water and plumbing	1,357	-
LED lighting retrofit	-	40,125
Public art repairs	-	18,080
Fire system repairs	-	2,814
	557,399	279,489
Excess of Revenue over Expenditures	163,146	425,782
Balance, Beginning of the Year	3,609,394	3,183,612
Balance, End of the Year	\$ 3,772,540	\$ 3,609,394

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280
Statement of Capital Asset Operations and Changes in Fund Balance
For the year ended November 30, 2020

	2020	2019
REVENUE		
Allocation from common element fees	\$ -	\$ -
EXPENDITURES		
Amortization of capital assets	1,442	1,443
Excess of Expenditures over Revenue	(1,442)	(1,443)
Balance, Beginning of the Year	310,749	312,192
Balance, End of the Year	\$ 309,307	\$ 310,749

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280
Statement of Staff Gratuity Operations and Changes in Fund Balance
For the year ended November 30, 2020

	2020	2019
REVENUE		
Contributions by unit owners	\$ 36,630	\$ 40,890
EXPENDITURES		
Staff gratuity	40,002	41,315
Excess of Expenditures over Revenue	(3,372)	(425)
Balance, Beginning of the Year	9,505	9,930
Balance, End of the Year	\$ 6,133	\$ 9,505

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280
Statement of Water Treatment System Operations and Changes in Fund Balance
For the year ended November 30, 2020

	2020	2019
REVENUE		
Allocation from common element fees	\$ 14,279	\$ 14,279
EXPENDITURES		
Interest on capital lease	2,411	2,989
Excess of Revenue over Expenditures	11,868	11,290
Balance, Beginning of the Year	(53,606)	(64,896)
Balance, End of the Year	\$ (41,738)	\$ (53,606)

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2280

Statement of Cash Flows

For the year ended November 30, 2020

	2020	2019
Cash provided by (used in) operating activities		
Cash received for all general operations	\$ 2,156,419	\$ 2,018,724
Cash received for all reserve operations	720,544	705,272
Cash paid for all general operations	(2,233,088)	(2,009,832)
Cash paid for all reserve operations	(500,347)	(358,822)
	143,528	355,342
Cash provided by (used in) financing activities		
Capital lease	(11,868)	(11,290)
Cash provided by (used in) investing activities		
Reserve fund investments	203,712	(508,587)
Net Increase (Decrease) in Cash	335,372	(164,535)
Cash, Beginning of the Year	840,690	1,005,225
Cash, End of the Year	\$ 1,176,062	\$ 840,690
Cash consists of:		
Cash, General fund	\$ 601,017	\$ 742,833
Cash, Reserve fund	575,045	97,857
	\$ 1,176,062	\$ 840,690

The accompanying notes are an integral part of these financial statements.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Notes to the Financial Statements

November 30, 2020

1. Operations

Toronto Standard Condominium Corporation No. 2280 (the "Corporation" or the "Entity") was registered in Ontario without share capital on December 14, 2012 under The Condominium Act, 1998.

The purpose of the Corporation is to manage and maintain the common elements (as defined in the Corporation's declaration and by-laws) and to provide common services for the benefit of the owners of the 98 residential and 2 commercial units of the complex. For Canadian income tax purposes the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

2. Significant Accounting Policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and are in accordance with Canadian generally accepted accounting principles, which are applicable to Ontario Condominium Corporations and Shared Facilities. The significant policies are:

a) Fund Accounting

The general fund reports common element fees from owners, budgeted allocations of those fees to other funds and expenses related to the operations and administration of the common elements.

The capital asset fund is a general operating fund which reports that portion of the common element fees allocated to it to acquire capital assets and the annual amortization, if any, of the acquired capital assets. In the event that capital assets have been financed by debt, the capital asset fund also reports that portion of the common element fees allocated to it to make mortgage payments, which include both principal and interest components.

The staff gratuity fund reports the owners' contributions to the fund and payments to individuals who provide services to the unit owners and the Corporation.

The reserve fund is an externally restricted fund which reports the common element fees allocated to it and expenditures for major repair and replacement of the Entity's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 6. All major repairs and replacements of the common elements must be charged directly to the reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements must be charged to repairs and maintenance of the general fund. The Entity segregates amounts accumulated for the purpose of financing future charges to the reserve fund in bank and investment accounts for use only to finance such charges. Interest earned on these amounts is included in the reserve fund.

The water treatment system fund is a general operating fund which reports the purchase of a water treatment system that was financed by a capital lease. The fund also reports that portion of common element fees allocated to it to make the lease payments. Lease payments are recorded as a reduction in the balance of lease payable, and accordingly, at all times the deficit in the fund equals the outstanding balance of the lease payable.

b) Common Elements

The real property directly associated with the units of the Entity (the "common elements") are owned proportionately by the unit owners, and consequently are not reflected as assets in these financial statements.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Notes to the Financial Statements

November 30, 2020

c) Capital Assets

Units and real property not directly associated with the units are recognized as capital assets if they are purchased or received by the Entity as owner, and either:

- i) they can be sold, with the appropriate approvals, for consideration to be retained by the Entity, or;
- ii) the units or property generate significant cash flows to the Entity from their use.

Units received by the Entity at nominal cost are recognized at a nominal value. Common personal property is recognized as a capital asset when such property is purchased for the first time, and is used in the operating, maintaining or repair of the common elements. Common personal property includes maintenance equipment and work vehicles.

d) Amortization

The amortization rate adopted by the Entity for the guest suite is 4% per annum applied on the declining balance basis having regard to the net realizable value of the guest suite.

The amortization rate adopted by the Entity for the tractor is 10% per annum applied on the straight line basis having regard to the net realizable value of tractor.

Based on current resale values, there has been no decline in the net realizable value of the guest suite and therefore no amortization has been provided for in these financial statements.

e) Transfers

Transfers from the general fund to the reserve fund that are not included in the annual budget, or which are in excess of budgeted amounts, are not recorded in the operating section of the general fund, rather they are included in the related fund statement as additions or deductions, as applicable.

f) Financial Instruments

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

g) Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include those used when accounting for accounts payable and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

h) Revenue Recognition

Common element fees are recognized as revenue on a monthly basis in the statement of general operations based on the budget distributed to owners each year.

Special assessments are recognized as revenue in the appropriate fund when a formal resolution declaring the assessment has been passed by the Board of Directors, and when the special assessment becomes receivable by the Entity from the owners.

Interest and other revenue are recognized in the appropriate fund when earned.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Notes to the Financial Statements

November 30, 2020

i) Contributed Services

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

3. Investments

Reserve fund and general fund investments are comprised of "eligible securities" which are defined in the Condominium Act, 1998 (the "Act"), as bonds, debentures, guaranteed investment certificates, deposit receipts or notes, or term deposits which are issued or guaranteed by the Government of Canada or any province in Canada, or are issued by an institution located in Ontario insured by the Canada Deposit Insurance Corporation or the Deposit Insurance Corporation of Ontario.

General fund investments have the additional feature that they must be convertible to cash within ninety days following a request by the Board of Directors. All investments are purchased with the intent that they will be held to maturity, and therefore are classified as long term, except for any general fund investments, which are classified as current due to their convertibility feature.

4. Capital Assets

Capital assets are recorded at cost and are comprised as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net 2020</u>	<u>Net 2019</u>
Guest suite	\$ 305,700	\$ -	\$ 305,700	\$ 305,700
Tractor	<u>14,427</u>	<u>10,820</u>	<u>3,607</u>	<u>5,049</u>
	<u>\$ 320,127</u>	<u>\$ 10,820</u>	<u>\$ 309,307</u>	<u>\$ 310,749</u>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Notes to the Financial Statements

November 30, 2020

5. Capital Lease

Capital lease is comprised as follows:

The Corporation entered into a capital lease with Meridian OneCap Credit Corp. for a water treatment system in 2018. The lease is secured by the water treatment system, bears interest at notional rate of 5%, with monthly payments of \$1,053 plus tax for a term of 66 months, ending in December 2023.

Capital lease payments due over the next four years are as follows:

2021	\$	14,279
2022		14,279
2023		14,279
2024		1,190
		<u>44,027</u>
	Less: Interest	2,289
	Less: Current Portion	<u>12,475</u>
	Long-Term Portion	<u>\$ 29,263</u>

6. Reserve Fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the Corporation's common elements and assets.

The Board of Directors has relied on an updated reserve fund study based on a site inspection prepared in May 2019 by BEST Consultants Martin Gerskup Architect Inc. and such other information as was available to them in evaluating the adequacy of the reserve fund. The Board of Directors has accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2020 were \$638,312, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$557,399 compared to \$40,550 estimated in the study. The closing reserve fund balance was \$3,772,540 compared to \$4,449,952 estimated in the study. Annual reserve allocations in the study increase by 2.6% each year.

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

7. Budget

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Board of Directors in 2019.

8. Contractual Obligations

The Corporation has entered into contracts with various third parties to provide certain services to manage and maintain the common elements.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

Notes to the Financial Statements

November 30, 2020

9. Related Party Transactions

No remuneration was paid to the Board of Directors during the year.

Management is reimbursed for certain administrative costs and paid a monthly management fee by the Corporation, and collects fees from owners, purchasers and others for issuing status certificates and/or lien notices, when applicable. These transactions were in the normal course of operations and were measured at the exchange amount.

10. Contingency

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency limiting the number of people in a gathering and requiring the closure of non-essential businesses for an indeterminate period of time. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the Corporation's operations, cash flows and financial position. The Board of Directors will continue to monitor the situation and reflect the impact in the financial statements as appropriate.

11. Financial Instruments - Risk Management

Interest rate risk

Interest rate risk is the risk of potential financial loss caused by fluctuations in the fair value of future cash flow of financial instruments due to changes in market interest rates. The Corporation is exposed to this risk through its interest-bearing investments. The Corporation manages this risk through investing in fixed-rate securities of short to medium term maturity and plans to hold the securities to maturity.

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure to this risk is not significant.

Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations as they become due. The Corporation manages this risk by setting common element fees at a level which ensures that the Corporation has sufficient cash available to pay the day to day operating costs, to fund the reserve fund in accordance with the Corporation's funding plan, and to fund all other funds, as required.

There has been no change to the risk profile of the Corporation during the year.

FOR OFFICE USE ONLY

AT 3216361

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2013-01-15

Jeff Hillert

1547

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 16 pages

(3) Property Identifier(s) Block Property Additional:
76280-0001 to 76280-0459 See
(inclusive) Schedule ☒

(4) Nature of Document
APPLICATION TO REGISTER NOTICE OF AGREEMENT
(Section 71 Land Titles Act)

(5) Consideration
TWO.....Dollars \$ 2.00

(6) Description
FIRSTLY: All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66, as more particularly set out on Schedule "A" attached hereto.

Continued on Schedule "A"

SECONDLY - See attached Schedule "B"

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

(8) This Document provides as follows:
SEVENTY-SIX DAVENPORT GP LTD., the registered owner of the Firstly described lands in Schedule "A" and having a legal interest in the lands described as Secondly, hereby applies under Section 71 of the Land Titles Act to have registered on the lands a Notice of Agreement.

TO: The Land Registrar for the Land Titles Division of Toronto (No. 80)

The evidence in support of this Application consists of an executed copy of the Shared Facilities Agreement.

I, Jules Mikelberg, am the solicitor for Seventy-Six Davenport GP Ltd., the Applicant herein.
I confirm that the Applicant is the registered owner of the lands described as Firstly herein and I confirm that this document affects an interest in the land.
I confirm that the Applicant has an unregistered estate, right, interest or equity in the lands described as PIN 21195-0002(LT) being Part Lot of Lot A, Plan 364 and part of Lots 1, 2, 3, 4 and 5, Plan 303, designated as Part 1 on Reference Plan 8522, City of Toronto. The land is registered in the name of Davenport Development Inc. and I hereby apply under Section 71 of the Land Titles Act for an entry of a Notice in the register for the said parcel.

This notice will be effective for an indeterminate period of time. 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
SEVENTY-SIX DAVENPORT GP LTD. Per: 2013 01 15
by its solicitors Fraser Milner Casgrain LLP Name: Jules A. Mikelberg

(11) Address for Service 100 Davenport Road, Toronto ON M5R 1H7

(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 88 Davenport Road
Toronto ON
(15) Document Prepared by: FRASER MILNER CASGRAIN LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1
Attn: Jules Mikelberg
Fees and Tax
Registration Fee
Total

Schedule “A”

Firstly:

Property Identifier Nos. 76280-0001 to 76280-0459, inclusive.

All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto.

continued.....

Schedule “B”

Secondly:

All of Property Identifier No. 21195-0002(LT)

Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680E, Part of Lot A, Plan 364 and part of Lots 1, 2, 3, 4 and 5, Plan 303, Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002(LT).

SHARED FACILITIES AGREEMENT

This Agreement made this 14th day of December, 2012.

BETWEEN:

SEVENTY-SIX DAVENPORT GP LTD.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "**Declarant**")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280,
a condominium corporation created by the registration of a declaration and
description on the 14th day of December, 2012, in the Land Registry Office for
the Land Titles Division of Toronto as Instrument No. AT3199026 (the
"**Declaration**")

(hereinafter referred to as the "**Corporation**")

- and -

DAVENPORT DEVELOPMENT INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**100 Davenport Owner**")

WHEREAS:

- A. The Declarant is the registered owner of all of the units and common elements in Toronto Standard Condominium Plan No. 2280 (the "**Condominium**") situate in the City of Toronto, in the Province of Ontario, as more particularly described in Schedule "A" attached hereto ("**88 Davenport**"), and the Corporation administers, controls and maintains the common elements on behalf of the owners of the units and common elements (the "**Owners**") within the Condominium Plan;
- B. The 100 Davenport Owner is the registered owner of the lands and premises municipally known as 100 Davenport Road, Toronto and legally described in Schedule "B" attached hereto ("**100 Davenport**");
- C. The Corporation acknowledges that the 100 Davenport Owner may elect, in its sole discretion and without any obligation to do so, to design any future development to be constructed on 100 Davenport, such that access to and from the underground garage at 100 Davenport would be below Blackmore Street via Unit 3, Level 1 (the "**Driveway Unit**"), Units 24 and 25, Level B (the "**Temporary Designated Parking Units**"), and Unit 28, Level B (the "**Knockout Panel Unit**") of the Condominium and an elevator designated for access to Level B of the Condominium's underground parking garage; and
- D. The Declarant, the Corporation, on its own behalf, and on behalf of the Owners, and the 100 Davenport Owner have entered into this Agreement for the purpose of providing for the mutual use of the Shared Facilities, which serve and benefit the parties hereto.

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

Article 1 Recitals and Definitions

Section 1.1 Recitals

The recitals hereinbefore set forth are true in substance and in fact.

Section 1.2 Parties

All references to the Declarant, the 100 Davenport Owner, the Owners and the Corporation shall include their respective managers, agents, workmen, contractors, residents, invitees, successors and assigns, as the context may require, including without limitation any condominium corporation which may be created by the 100 Davenport Owner on the 100 Davenport Lands.

Section 1.3 Definitions

In this Agreement the following terms shall have the following meanings:

- (a) **"Acceptable Standard"** means, with respect to the maintenance and repair of the Shared Facilities, in accordance with all applicable laws, municipal standards and regulations and in a good state of repair and comparable condition to the standard of maintenance and repair of the Condominium;
- (b) **"Act"** means the *Condominium Act, 1998*, and any amendments thereto;
- (c) **"Effective Date"** has the meaning set out in Section 2.2;
- (d) **"Shared Facilities"** means the Driveway Unit, the Temporary Designated Parking Units, the Knockout Panel Unit and the elevator designated for access to Level B of the Condominium's underground parking garage;
- (e) **"Shared Facilities Costs"** shall mean those costs and expenses incurred by the Parties in operating, maintaining and repairing the Shared Facilities, and which the parties hereto, their successors and assigns, including the Owners, have agreed to share as set forth in the manner described in Article 3 hereof.

Article 2 Ownership Interests

Section 2.1 Driveway Unit

The Driveway Unit will be conveyed to the Corporation within ninety (90) days following registration of the Declaration creating the Corporation, as to an undivided 99% interest, with the 100 Davenport Owner (or any condominium corporation created in the future, with respect thereto) to be conveyed an undivided 1% interest, as tenants-in-common.

Section 2.2 Temporary Designated Parking Units and Knockout Panel Unit

Until such time, if ever, that the underground connection between 100 Davenport and 88 Davenport has been constructed and is actually in use (the **"Effective Date"**) the Temporary Designated Parking Units and the Knockout Panel Unit shall be retained by the Declarant and used for the purposes for which they were designed. Form and after the Effective Date, the Temporary Designated Parking Units and Knockout Panel Unit shall cease to be used for the purposes for which they were designed and shall thereafter be used, together with the Driveway Unit for ingress and egress pursuant to the terms of this Agreement, at which time an undivided 99% interest in the Temporary Designated Parking Units and Knockout Panel Unit will be conveyed to the Corporation, and an undivided 1% interest to the 100 Davenport Owner (or any condominium corporation created with respect thereto), as tenants-in-common.

Article 3 Apportionment Of Costs

Section 3.1 Prior to the Effective Date

Until the Effective Date, all Shared Facilities Costs shall be payable by the Corporation, as to one hundred percent (100%) notwithstanding the ownership of the Shared Facilities. For greater certainty,

prior to the Effective Date, the 100 Davenport Owner and the Declarant shall not be responsible for any of the Shared Facilities Costs, notwithstanding their ownership of any interests in the Shared Facilities, as aforesaid.

Section 3.2 From and after the Effective Date

From and after the Effective Date, each of the Corporation and the 100 Davenport Owner (or any condominium corporation created with respect to 100 Davenport) shall be responsible for the payment of its share of the Shared Facility Costs as set out in Section 4.2(e) hereto, based upon the Declarant's determination, of such allocated share calculated as follows:

- (a) The Corporation's proportionate share shall be based upon the number of parking spaces in the Condominium (currently being 159 spaces), as that figure relates to the total number of parking spaces in the Condominium and the building constructed on 100 Davenport as at the Effective Date; and
- (b) The 100 Davenport Owner's proportionate share shall be based upon the number of parking spaces in the building constructed on 100 Davenport as at the Effective Date, as that figure relates to the total number of parking spaces in the Condominium and the building constructed on 100 Davenport as at the Effective Date.

Any dispute arising concerning the determination of the proportionate shares of the Shared Facilities Costs as aforesaid shall be resolved in accordance with the Dispute Resolution provisions set out in Article 9 hereto.

Section 3.3 Wilful Neglect or Act or Omission

The costs of any repairs or maintenance to the Shared Facilities necessitated by the wilful or negligent act or omission of a party hereto shall be paid by such party and shall not be included in its allocated share of the Shared Facilities Costs.

Article 4 Management of Shared Facilities

Section 4.1 Prior to the Effective Date

Prior to the Effective Date, the Shared Facilities shall be managed, operated, controlled, repaired and maintained by the Corporation, subject to the provisions of the Declaration.

Section 4.2 From and After the Effective Date

From and after the Effective Date:

- (a) The management, operation, control, use, repair and maintenance of the Shared Facilities shall be the responsibility of a committee comprised of one (1) member appointed by each of the Corporation and the 100 Davenport Owner (or any condominium corporation created with respect to 100 Davenport) (the "**Committee**").
- (b) All Committee representatives must be present in person or by proxy to constitute a quorum. All decisions of the Committee shall be decided unanimously with each member thereof having one vote. Any member of the Committee may call a meeting thereof by giving at least ten (10) days prior written notice thereof to all other members of the Committee in the same manner as notices are required to be given to directors of a condominium corporation in accordance with the Act with respect to directors' meetings.
- (c) The Committee shall, *inter alia*, be responsible for:
 - (i) establishing rules of conduct, procedure, use and access with regard to the use and maintenance of the Shared Facilities;
 - (ii) overseeing the provision, maintenance and replacement of equipment and structures in respect of the Shared Facilities, as applicable;
 - (iii) overseeing the maintenance and repair of the Shared Facilities including payment obligations and procedures as described herein; and

- (iv) overseeing the payment of any realty taxes pertaining to the Shared Facilities.
- (d) The Committee shall not less than once annually prepare and submit to each party hereto a separate budget which shall set out the then applicable Shared Facilities Costs (the **"Shared Facilities Budget"**). Such Shared Facilities Budget shall allocate responsibility for the various Shared Facilities Costs in accordance with the allocation set out in Section 3 above.
- (e) The Shared Facilities Budget shall be circulated to each party required to fund any portion of the Shared Facilities Costs (the **"Contributing Party"**) by no later than October 31 of the year preceding the budget year. To the extent a party is required to make payments on account of Shared Facilities Costs, the Shared Facilities Budget shall set forth the amounts required to be paid by each party and to whom payments are to be made, which payments shall be made in equal monthly instalments on the last day of the month. Any Contributing Party who disagrees with any budgeted share may refer the matter to arbitration as otherwise provided for herein, pending the resolution of which the Contributing Party shall pay in accordance with the Shared Facilities Budget, subject to reconciliation, if necessary, after the arbitration has been completed. Within sixty (60) days after the end of such calendar year, the party preparing the Shared Facilities Budget shall prepare a reconciliation of the Shared Facilities Budget for such year with the actual expenditure for the budgeted amounts and forward a copy of such reconciliation to each Contributing Party. Each Contributing Party shall be credited with the amount of any overpayment against any future payments or shall forthwith pay the amount of any underpayment to the party performing the work in respect of such overpayment.
- (f) Each party hereto covenants and agrees to adopt and be bound by the annual Shared Facilities Budget prepared in accordance with this Agreement and agrees to pay and be solely responsible for its share of the Shared Facilities Costs as set forth in the Shared Facilities Budget.

Article 5 Records

Section 5.1 Retention of Records

The Corporation shall retain, in the City of Toronto, until the expiry of five (5) years from the end of the calendar year in which they relate, copies of all statements and records of its contracts and expenses in connection with the maintenance, repair and operation of the Shared Facilities. All statements and records shall be kept in accordance with generally accepted accounting principles, and the Corporation shall permit the Declarant, the Owners, and the Owner of 100 Davenport (or any condominium corporation created with respect thereto) to inspect such books and records from time to time upon no less than five (5) business days advance written notice and to make further copies thereof for and at the expense of the Corporation.

Article 6 Default

Section 6.1 Owners' and 100 Davenport Owner's Continuing Obligation

In no event shall the Owners, or the 100 Davenport Owner (or any condominium corporation created with respect thereto) delay or refuse, for any reason whatsoever, to make any payment of their allocated share of the Shared Facilities Costs to the Corporation at such time as when the Owners or the 100 Davenport Owner (or any condominium corporation created with respect thereto) are responsible to make payments under this Agreement, and all such required payments shall be made in strict compliance with this Agreement.

Section 6.2 Default

- (a) In the event that the Owners or the 100 Davenport Owner (or any condominium corporation created with respect thereto) shall be in default of their payment to the Corporation for their allocated share of the Shared Facilities Costs as hereinbefore provided, the Owners and/or the 100 Davenport Owner shall pay to the Corporation interest on the overdue amount calculated from the date of default until the receipt of payment at the rate of four percent (4%) above the prime lending rate charged from

time to time by the Corporation's Bank to its most creditworthy customers, together with any legal costs incurred by the Corporation, on an as-between a solicitor and its own client basis, in the collection or attempted collection of the unpaid amount.

- (b) If any party shall fail to commence and complete all reasonable steps to cure a default under this Agreement forthwith upon receipt of notice of such default by another party hereto, then the party giving the notice may take all reasonable steps to cure the default, including, without limitation, the performance of maintenance, repair or replacement work, the hiring of contractors, the payment of any sum secured by lien and/or the filing of a bond to discharge a lien. The defaulting party shall, upon demand, reimburse the party taking such steps for all costs and expenses paid or incurred in the exercise of such rights.

Article 7

Damage and Destruction

Section 7.1 Insurance

The Corporation shall arrange to obtain and maintain adequate property damage and public liability insurance for the Condominium (including the Shared Facilities) containing appropriate coverages and limits as would a prudent owner of a comparable property, insuring the interests of or, alternatively naming as co-insured, each of the parties hereto, their respective agents, directors, officers and employees in and with respect to the Shared Facilities. Such policy or policies shall contain a provision prohibiting its/their cancellation or substantial modification without at least sixty (60) days written notice by registered mail to the parties hereto.

Section 7.2 Rebuilding after Damage

If the Shared Facilities are damaged or destroyed, the Corporation at its sole cost, shall rebuild, restore and repair same to the Acceptable Standard as soon as is reasonably possible following damage or destruction thereof. During the period of time reasonably required by the Corporation to rebuild, restore and repair the Shared Facilities to the Acceptable Standard, which repairs and restoration shall be carried out in a diligent manner, the (otherwise) stated obligation of the 100 Davenport Owner to contribute its allocated share of the Shared Facilities Costs shall be suspended.

Section 7.3 Force Majeure

Whenever and to the extent that the Corporation is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work by reason of force majeure (which shall not include financial inability), the Corporation's obligations hereunder shall be postponed and the Corporation shall be relieved from any liability in damages or otherwise for a breach thereof for so long as and to the extent such prevention, hindering or delaying (beyond the control of the Corporation) continues to exist.

Article 8

Repairs and Improvements

Section 8.1 Repairs to the Shared Facilities

The Owners and the 100 Davenport Owner acknowledge and agree that the Corporation may, on occasion, be required to remove or excavate part of the Shared Facilities to effect and carry out repairs to utility lines and servicing systems which may be located below these components and/or to carry out major repairs to the Condominium's parking garage, such that both the Owners and the residents of the condominium corporation created with respect to 100 Davenport, if any, during such temporary period that repairs are being undertaken, may not be able to fully use and enjoy, in their entirety, the Shared Facilities. During such temporary period that such work is undertaken, the Corporation, in arranging to carry out such work, shall consult, initially, with the Owners and the 100 Davenport Owner (or any condominium corporation created with respect thereto), to provide, if possible, continued access to the Condominium's parking garage and the 100 Davenport parking garage, as appropriate. Following the completion of the repair work, the Shared Facilities, as the case may be, shall be restored by the Corporation to the Acceptable Standard.

Section 8.2 Improvements

If the Corporation desires to make and carry out, as Shared Facilities Costs, any improvements above the Acceptable Standard of maintenance, repair and replacement of the Shared Facilities, the decision to

carry out and implement such improvements shall require the prior consent of the Owners and the Owner of 100 Davenport (or any condominium corporation created with respect thereto), failing which the capital cost of the proposed improvements shall not be carried out as Shared Facilities Costs, but rather at the sole expense of the Corporation.

Article 9 Dispute Resolution

Section 9.1 Dispute Resolution

Unless otherwise specifically provided for in this Agreement or as required in the Act, all disputes, controversies, claims or disagreements by any of the parties to this Agreement with respect to one or more of the other parties to this Agreement, arising out of or relating to this Agreement (singularly, a “**Dispute**”, and collectively, “**Disputes**”) shall be resolved in the following manner:

- (a) first, within 10 days after the receipt of notice of a Dispute by one party to one or more of the other parties, the applicable parties shall in good faith attempt to negotiate for a period of 30 days in an effort to resolve the Dispute;
- (b) second, if the applicable parties are unable to resolve the Dispute within such thirty (30) day period, if applicable, they shall retain a mutually acceptable expert to assist them in resolving the Dispute within ten (10) additional days, failing which each applicable party shall retain an expert on the eleventh day and the experts thus chosen shall together act as the expert for the purposes of this section. If any applicable party shall fail to appoint an expert as required hereunder, the expert or experts appointed by the other applicable party or parties shall be the sole expert or experts. Within ninety (90) days after the experts (or such single expert) have been retained, the experts (or such single expert) shall, on a non-binding basis, advise the applicable parties in writing of their views. The fees and expenses of the experts (or such single expert) shall be borne equally by the applicable parties to the Dispute;
- (c) third, if the applicable parties are still unable to resolve the Dispute within such ninety (90) day period, the applicable parties shall resort to arbitration procedures set forth in Section 9.2; and
- (d) fourth, any party to the Dispute shall be entitled to join any Dispute proceeding arising out of this Agreement with any other Dispute proceeding arising out of this Agreement.

Notwithstanding the provisions of this Section 9.1, if any of the applicable parties waives the provisions of Subsections 9.1(a) and (b) in respect of any Dispute by written notice to the others within the ten (10) day period provided for in Subsection 9.1(a), the applicable parties shall resort directly to the arbitration procedures set forth in Section 9.2 in respect of such Dispute.

Section 9.2 Arbitration

Except as otherwise provided in this Section 9.2 or as may be required pursuant to the Act, any Dispute, whether arising before or after the termination of this Agreement, shall be settled by arbitration as follows:

- (a) each party to the dispute shall be entitled to serve upon any of the other parties written notice of its desire to settle the matter by arbitration. Within 10 days after receipt of such notice, the applicable parties shall agree on the appointment of a single arbitrator. If within such 10 day period the parties fail to agree on an arbitrator, upon written request of any party, the arbitrator shall be appointed by any Judge of the Superior Court of Justice of Ontario, and the applicable parties shall be bound by the appointment so made;
- (b) the decision of the arbitrator shall be made within 30 days of the close of the hearing in respect of the arbitration (or such longer time as may be agreed to, if necessary, which agreement shall not be unreasonably withheld) when reduced to writing and signed by the arbitrator shall be final, conclusive and binding upon the applicable parties hereto with no right of appeal, and may be enforced in any court having jurisdiction;
- (c) the arbitration shall be held in Toronto, Ontario and shall be conducted in the English language and, except for those procedures specifically set forth in this Section 9.2, shall

be conducted in accordance with the *Arbitration's Act* (Ontario) as in effect on the date hereof; and

- (d) the arbitrator shall determine the proportion of the expenses of such arbitration which each applicable party shall bear; provided, however, that each applicable party shall be responsible for its own legal fees.

Notwithstanding anything contained in this Section 9.2, but subject to the Act, any party to this Agreement shall be entitled to commence legal proceedings involving the enforcement of an arbitration decision or award arising out of this Agreement in the courts of Toronto, Ontario (in which case the applicable parties hereto irrevocably submit and consent to the non-exclusive jurisdiction of the courts of Toronto, Ontario as regards to any such legal proceedings).

Article 10 Operation

Section 10.1 Operation

- (a) Each party in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality, or any agency thereof having jurisdiction.
- (b) Each party hereto covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any owner, resident, tenant, visitor, non-paying guest, servant or agent.
- (c) Each party herein covenants and agrees to sign any and all documents and perform any and all acts to remove any construction lien or other encumbrance or charge registered against the Shared Facilities.
- (d) All work required to be performed pursuant to this Agreement shall be performed by the Corporation in accordance with the Acceptable Standard.

Article 11 Indemnity

Section 11.1 Indemnity

Each party hereto shall indemnify and save harmless each other party hereto (in this provision hereinafter referred to as the "**Indemnitor**" and "**Indemnitee**", respectively) from all claims, demands, actions, causes of action, losses, damages, costs, charges, expenses and other liability whatsoever incurred by each Indemnitee in respect of any and all property damage, personal injury or death with respect to the Shared Facilities to the extent arising out of the negligence, act or omission to act by the Indemnitor, its lessees, sublessees, agents, contractors and others for whom it is in law responsible, except for any claims arising from the misconduct or negligence of the Indemnitee.

Article 12 Certificate of Compliance

Section 12.1 Certificate of Compliance

The parties hereto hereby covenant and agree that, at any time during the term of this Agreement, and within ten (10) days after written request, by any other party hereto (hereinafter collectively referred to as the "**Requesting Party**"), they shall execute and deliver to the Requesting Party, a certificate stating and confirming:

- (a) whether this Agreement or any supplementary, replacement and/or counterpart agreement hereto (the "**Replacement Agreement**"), has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
- (b) any existing default by any party under this agreement or Replacement Agreement within its knowledge, specifying the nature and extent thereof and in particular, whether any party has paid its proportionate share and/or any other costs or expenses it is required to pay hereunder, including whether any party claims any monies owing or outstanding; and

- (c) whether any party executing such certificate has performed or caused to be performed, or is then performing or causing to be performed, any maintenance, repair or other work, or is making or has made any payment, the cost of which such other party will, pursuant to this agreement, be entitled to charge in whole or in part to the other party, but has not yet charged same to such other party.

The certificate of compliance as set forth in this article (the “Certificate”), may be pleaded and shall constitute a complete defence by the Requesting Party to any action brought, or to any claim that is inconsistent with the facts recited in the said Certificate.

Article 13

General

Section 13.1 Successors and Assigns

The benefits and obligations of this Agreement are intended to and shall run with and bind the units and common elements of the Condominium and 100 Davenport (and the units and common elements of any condominium which may be created on 100 Davenport), and this Agreement shall not be terminated other than by the written consent of the Corporation, the Declarant, and the 100 Davenport Owner (or any condominium corporation created with respect thereto).

Section 13.2 Transfer and Charge of Interest

- (a) Nothing in this Agreement shall prevent or be deemed to have prevented the sale, transfer, pledging or the disposition by any party hereto of the whole or any part of or interest in 88 Davenport or 100 Davenport provided that such transferee, chargee or condominium corporation executes a written assumption agreement agreeing to be bound by the provisions of this Agreement as if it was an original party thereto. In the event of such a sale or transfer, the party hereto effecting the sale or transfer shall be immediately released from its obligations under this Agreement arising from and after the execution and delivery of such assumption agreement as of the date of such transfer provided that the purchaser, transferee or condominium corporation executes the applicable assumption agreement as aforesaid. For greater certainty no assumption agreement shall be required from any unit owner of any condominium on 88 Davenport or 100 Davenport, however, the condominium corporation created for such lands shall be required to enter into such assumption agreement.
- (b) Any party may assign its interest in this Agreement to any chargee of its interest in the lands subject to this Agreement and such chargee may exercise any right, benefit, privilege, easement so assigned or transferred to it to the same extent as if in each instance this Agreement specifically granted such right, benefit, privilege, easement or right to such chargee, provided however that such chargee has first executed an assumption agreement in which it acknowledges that its charge is subordinate and postponed to the provisions of this Agreement and that it will be responsible for all obligations of such party if it becomes a chargee in possession or commences to enforce its security and so notifies the other parties to the Agreement that such is the case and thereafter it shall be entitled to the benefit of the easements and provisions set out in the Agreement granted in favour of its chargor and it shall be responsible for all obligations of such party provided that it shall no longer be responsible for any such obligations that arise after it ceases to be a chargee in possession and ceases to enforce its security and notifies the other parties to this Agreement that such is the case.

Section 13.3 Severability

If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Section 13.4 Notice

All notices, demands, requests, consent, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by facsimile transaction, or sent by registered mail, postage prepaid, return receipt requested to the following addresses:

- (a) to the Corporation:

88 Davenport Road
Toronto, Ontario
M5R 0A5

Attention: President

- (b) to the Declarant:

100 Davenport Road
Toronto, Ontario
M5R 1H7

Attention: Julie Di Lorenzo

- (c) to the 100 Davenport Owner:

100 Davenport Road
Toronto, Ontario
M5R 1H7

Attention: Julie Di Lorenzo

Section 13.5 Amendments

This Agreement shall not be modified or amended except by instrument in writing signed by the parties, or by their respective successors or assigns.

Section 13.6 Time

Time shall be of the essence of this Agreement and each of the provisions hereof.

Section 13.7 Headings

The headings and section names have been inserted herein for convenience of reference only and do not form part of this Agreement, nor shall they be referred to in the interpretation of this Agreement.

Section 13.8 Further Assurances and No Objection

The parties hereto hereby covenant and agree to forthwith complete all acts and execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of this Agreement. Without limiting the generality of the foregoing, the Corporation, on behalf of itself and all Owners, covenants and agrees not to directly or indirectly object to, or oppose any development applications (including without limitation, severance, variance, site plan approval, development, zoning, rezoning, Official Plan amendment, or any other similar applications) relating to any proposed development on 100 Davenport by the 100 Davenport Owner or its successors and assigns and agrees to sign all documentation as may be reasonably required to give effect to the foregoing, and acknowledges and agrees that, in the sole and unfettered direction of the 100 Davenport Owner and its successors and assigns, such development may include the underground connection between 88 Davenport and 100 Davenport through the Shared Facilities as described in this Agreement. In the event that the 100 Davenport Owner, elects in its sole and unfettered discretion not to construct the underground connection as aforesaid, upon written notification by the 100 Davenport Owner to the Corporation, this Agreement shall terminate and cease to have any further force and effect and in such event the parties agree to delete same from title to the properties, and the 100 Davenport Owner will convey its undivided 1% interest in the Driveway Unit to the Corporation.

Section 13.9 No Joint Venture

The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of joint enterprise, nor is the relationship of principal and agent created.

Section 13.10 Counterparts

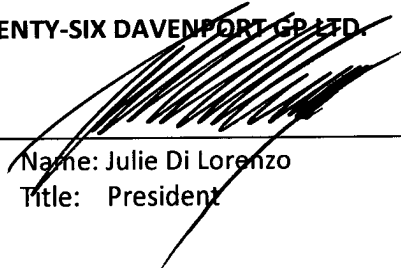
This Agreement may be executed in several counterparts, each of which, once executed, shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, and notwithstanding the date of execution shall be deemed to bear the same date as written above on this Agreement. Any party hereto may initially execute and deliver an executed copy of this Agreement by facsimile transmission or in PDF form, which shall be sufficient to bind such party. Any party that initially executes and delivers this Agreement by facsimile transmission or in PDF form, shall however, within a reasonable period thereafter, deliver originally signed copies of this Agreement to the other party.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto duly attested by the hands of their proper signing officers.

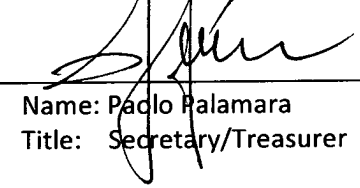
SEVENTY-SIX DAVENPORT GP LTD.

Per: 
Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION
NO. 2280

Per: 
Name: Giuliana Chiara Di Lorenzo
Title: President

Per: 
Name: Paolo Palamara
Title: Secretary/Treasurer

We have authority to bind the Corporation

DAVENPORT DEVELOPMENT INC.

Per: 
Name: Julie Di Lorenzo
Title: President

I have authority to bind the Corporation

SCHEDULE "A"

88 Davenport Legal Description

All units and common elements of Toronto Standard Condominium Plan No 2280 being PINs 76280-0001(LT) to 76280-0459(LT) inclusive.

SCHEDULE “B”

100 Davenport Legal Description

Parcel 1-2, Section A303, Lots 1, 2 and 3, Plan 680E, Part of Lot A, Plan 364 and part of Lots 1, 2, 3, 4 and 5, Plan 303, Toronto, designated as Part 1, Plan 66R-8522, being the whole of PIN 21195-0002(LT).

FOR OFFICE USE ONLY

3216366

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2013-01-15

Jeff Hilbert

LAND REGISTRAR

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 10 pages

(3) Property Identifier(s)

Block
76280-0001 to

Property

76280-0459
(inclusive)

Additional:
See
Schedule ☐

(4) Nature of Document

APPLICATION TO REGISTER NOTICE OF AGREEMENT
(Section 71 Land Titles Act)

(5) Consideration

TWO-----Dollars \$ 2.00

(6) Description

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, The Land Titles Division of the Toronto Registry Office No. 66,

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:

SEVENTY-SIX DAVENPORT GP LTD., the registered owner of the Firstly described lands in Schedule "A" ~~and having a legal interest in the lands described as Secondly~~, hereby applies under Section 71 of the Land Titles Act to have registered on the lands a Notice of Agreement.

TO: The Land Registrar for the Land Titles Division of Toronto (No. 80)

The evidence in support of this Application consists of an executed copy of the Tie Back Agreement.

I, Jules Mikelberg, am the solicitor for Seventy-Six Davenport GP Ltd., the Applicant herein.

I confirm that the Applicant is the registered owner of the lands described as All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto, and I confirm that this document affects an interest in the land.

This notice will be effective for an indeterminate period of time.

Continued on Schedule ☐

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

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

Name(s)

SEVENTY-SIX DAVENPORT GP LTD.

by its solicitors Fraser Milner Casgrain LLP

Signature(s)

Per:

Name: Jules A. Mikelberg

Date of Signature

Y M D
2013 01 15

(11) Address
for Service

100 Davenport Road, Toronto ON M5R 1H7

(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

88 Davenport Road
Toronto ON

(15) Document Prepared by:

FRASER MILNER CASGRAIN LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto ON M5K 0A1
Attn: Jules Mikelberg

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Schedule "A"

Firstly:

Property Identifier Nos. 76280-0001 to 76280-0459, inclusive.

All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 2280, City of Toronto.

continued.....

32 DAVENPORT TIE BACK AGREEMENT

THIS AGREEMENT made effective the 5th day of May, 2009.

BETWEEN:

2158118 ONTARIO INC.

(hereinafter called the "**Developer**")

- and -

SEVENTY-SIX DAVENPORT GP LTD.

(hereinafter called the "**Neighbour**")

WHEREAS the Developer is the owner of those lands presently legally described in Schedule "A" hereto and municipally known as 32 Davenport Road, Toronto (the "**Development Lands**") upon which the Developer proposes to construct a residential condominium project (the "**Development**");

AND WHEREAS the Neighbour is the owner of those lands presently legally described in Schedule "B" hereto and municipally known as 76 Davenport Road, Toronto (the "**Neighbouring Lands**") upon which the Neighbour proposes to construct a mixed use residential and commercial condominium project (the "**Neighbouring Building**");

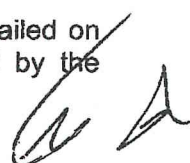
AND WHEREAS excavation and construction by the Developer on the Development Lands will only commence after construction of the Neighbouring Building has reached the ground floor unless the construction of the Development has commenced first as otherwise permitted herein;

AND WHEREAS in connection with the construction of the Development, and at the request of the Developer, the Neighbour has agreed to grant the Developer permission to install all necessary subterranean soil anchors or tie-backs (the "**Tie Backs**") in that portion of the Neighbouring Lands (the "**Tie Back Area**") as indicated on shoring drawings to be developed by the Developer (the "**Developer's Shoring Drawings**") utilizing as a starting point shoring drawings nos. SH1, SH2 and SH3 prepared by the Neighbour's engineers, Tarra Engineering Inc., dated May, 2008 and revised to April 20, 2009, as the same may be further revised from time to time (the "**Neighbour's Shoring Drawings**"), a copy of which Neighbour's Shoring Drawings has been initialled by the parties, and to allow the use of the air space above the Neighbouring Lands and Neighbouring Building by a construction crane erected or to be erected on the Development Lands for the purposes of the construction of the Development, all in accordance with the provisions of this Agreement;

AND WHEREAS the Neighbour and the Developer have also entered into an agreement of purchase and sale (the "**Purchase Agreement**") of even date to this Agreement pursuant to which the Neighbour has agreed to sell and the Developer has agreed to purchase a subsurface portion of the Neighbouring Lands comprising that part of Lot 1, Plan 255E designated as Part 3 on a draft reference plan of survey prepared by R. Avis Surveying Inc. dated December 4, 2008 (the "**Survey**") and Part of Lot 1, Registered Plan 303Y and Part of Lots 5 and 6, Registered Plan 255E designated as Part 6 on the said Survey (the "**Purchased Lands**").

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties hereto agree as follows:

1. The parties acknowledge and agree that the recitals to this Agreement are true in substance and in fact.
2. The Neighbour hereby grants to the Developer and its employees, agents and contractors (collectively, the "**Developer Parties**") the right at the Developer's own expense to:
 - (a) install Tie Backs in a conventional manner in the Tie Back Area as detailed on the Developer's Shoring Drawings and using methodology developed by the



Developer (the foregoing to utilize, as a starting point, the Neighbour's Shoring Drawings), to facilitate the excavation for and construction of the Development on the Development Lands, and

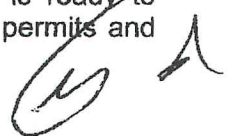
- (b) operate a construction crane (the "**Crane**") through the air space of the Neighbouring Lands and above the Neighbouring Building from time to time, as reasonably required for, and for the period of, construction of the Development on the Development Lands,

provided that,

- (i) Developer's Shoring Drawings and methodology for installation of the Tie Backs are first presented to the Neighbour for review and approval by the Neighbour and its appropriate consultant(s), acting reasonably;
- (ii) the Tie Backs are installed in accordance with all laws, rules, regulations and codes of governmental authorities including, without limitation, the Ontario Building Code and sound industry practice and without any disturbance to any structure or other improvements situate on the Neighbouring Lands;
- (iii) the Crane is erected, operated and maintained in accordance with all applicable laws, rules, codes and regulations of governmental authorities having jurisdiction and provided further that no loads will at any time be carried by the Crane over the Neighbouring Lands and Neighbouring Building;
- (iv) all necessary permits, approvals and consents of governmental authorities required by the Developer for such activities are obtained by the Developer at its expense; and
- (v) all work performed by the Developer as permitted in or required by this Agreement (including, without limitation, the work required under Section 3 of this Agreement) is performed and completed diligently and in a good and workmanlike manner using specified materials and in accordance with accepted best practice engineering procedures and standards, and with safe and efficient construction methods.

3. Provided that the Neighbour has commenced construction of the Neighbouring Building by December 5, 2009 (the "**Priority Date**"), the Developer agrees with the Neighbour that the Developer will not itself commence construction or excavation of the Development until the construction of the Neighbouring Building has reached the ground floor. The Developer further agrees with the Neighbour that the Developer shall, upon completion of excavation and prior to commencement of construction on the Development Lands, install at its own expense rigid insulation against the most easterly face of the steel pile to the Developer's founding elevation as shown on drawings nos. A6.6 and A6.7, prepared by Young + Wright/IBI Group Architects and dated March 12, 2009, a copy of which has been initialled by the parties, and as shall also be shown, in respect of the Developer's Development, on the Developer's Shoring Drawings and future architectural drawings. The said rigid insulation shall be installed by the Developer for the sole and limited purpose of ensuring complete separation between the Developer's Development and the Neighbouring Building and of ensuring the free movement of the Neighbouring Building and the structure comprising the Developer's Development, once built. The Developer agrees with the Neighbour that the Developer will undertake at its own expense all necessary shaving of the concrete and steel caisson wall (being constructed by the Neighbour essentially along the easterly perimeter of the Neighbouring Lands) to the extent required to install and maintain the four (4") inch rigid insulation separation between the Neighbouring Building and the structure comprising the Developer's Development. Further, the Developer shall not tie into or penetrate in any manner whatsoever the aforesaid rigid insulation required to be installed by the Developer pursuant to this Agreement.

4. In the event that the Neighbour has not commenced construction of the Neighbouring Building by the Priority Date, then at any time after the Priority Date, either of the Developer or the Neighbour (the "**Notifying Party**") which is prepared to proceed with construction of the development on its lands in advance of the commencement of construction by the other party, shall give written notice to the other party (the "**Notified Party**") of the Notifying Party's election to proceed with its construction (a "**Commencement Notice**"), as provided for herein. A Commencement Notice shall contain the certificate of a senior officer of the Notifying Party which shall certify the following: (a) that the Notifying Party is ready to proceed with the construction of its development; (b) that all required approvals, permits and

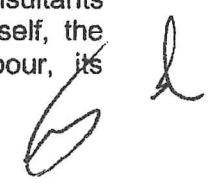


licenses have been obtained to permit the commencement of construction of its development; and (c) where the Notifying Party's construction financing commitment requires lender's approval to commence construction, that the Notifying Party has obtained approval from its construction lender to commence construction. The Notifying Party shall proceed with its construction within ninety (90) days of the giving of the Commencement Notice and thereafter continue diligently with such construction to, at the very least, the ground floor of its development and the Notified Party shall not commence the construction of its development until the Notifying Party has reached the ground floor of its development. In the event that a Notifying Party has given a Commencement Notice and has not commenced construction within ninety (90) days of giving such notice, then the Notified Party shall have the option of terminating such Commencement Notice and delivering its own Commencement Notice, in which event all provisions of this Section shall apply to such notice and any subsequent Commencement Notice.

5. In the event the Developer proceeds with its construction first as a result of the operation of Section 4, then the parties shall cooperate and act reasonably in making all modifications to the relevant shoring and construction drawings. In such event, the Developer shall have the option either to construct the caisson wall contemplated in the Purchase Agreement (the "**Caisson Wall**") at its cost and expense (provided that the Developer has acquired the Purchased Lands from the Neighbour) or to design its building's foundation and underground structure in such a manner so as to eliminate the necessity of the Caisson Wall. In the event that the Developer elects to construct the Caisson Wall,

- (a) the Neighbour hereby grants the Developer a license to enter upon the Neighbouring Lands to the minimum extent necessary in order to construct the Caisson Wall on the Neighbouring Lands, to excavate the Neighbouring Lands and to install all necessary Tie Backs at the Developer's own expense in the Tie Back Area within the Neighbouring Lands, all at the Developer's own cost and expense;
- (b) the Developer agrees that its design of the Caisson Wall shall adopt the Neighbour's Shoring Drawings subject to any necessary modifications determined by the Neighbour's shoring design engineer;
- (c) the Developer shall ensure that the Tie Backs are de-stressed once the Developer's design engineer determines that the permanent foundation structure of the Development can safely support imposed earth loads and that the Tie Backs are, accordingly, no longer required;
- (d) the Developer agrees that it shall install and maintain, at its own expense, a four (4") inch rigid insulation separation along the most easterly face of the Caisson Wall for the sole and limited purpose of ensuring complete separation between the Developer's Development and the Caisson Wall and of ensuring the free movement of the Developer's Development and the structure comprising of the Neighbouring Building, once built; provided that it is understood and agreed by the Developer that the Developer shall not tie into or penetrate in any manner whatsoever the aforesaid rigid insulation required to be installed by it pursuant to this Section;
- (e) the Developer will cause its shoring design engineer to confirm to the Developer and the Neighbour that a minimum of 200 mm interlocking is achieved at the footing level of the Development, provided that if the 200 mm interlocking at the footing level of the Development is not confirmed by the Developer's shoring design engineer, the Developer will implement the necessary remedial work as directed by Developer's shoring design engineer; and
- (f) all other provisions of this Agreement governing the Developer's obligations to the Neighbour in the performance of the Developer Parties work or otherwise shall apply equally to operations of the Developer pursuant to this Section.

6. Notwithstanding that the Developer shall use (as provided in Section 2(a) hereof) the Neighbour's Shoring Drawings as a starting point for the establishment of the Developer's Shoring Drawings and methodology in respect of the installation of the Tie Backs, the Developer agrees and acknowledges that the Neighbour, its employees, agents, contractors and consultants shall have no liability to the Developer Parties or any of the Developer's consultants arising from the use of the Neighbour's Shoring Drawings and the Developer for itself, the Developer Parties and the Developer's consultants, hereby releases the Neighbour, its



employees, agents, contractors and consultants from all claims and demands of every nature and kind whatsoever arising from the use of the Neighbour's Shoring Drawings for the foregoing purpose.

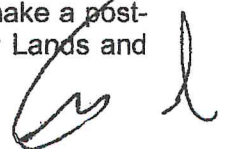
7. In the event that the Neighbour has been unable to obtain the necessary severance contemplated by the Purchase Agreement to enable the Neighbour to sell and convey the Purchased Lands to the Developer but all of the piles for the Caisson Wall have been drilled into position and the Caisson Wall has been fully constructed by the Neighbour and provided further that the Neighbour has been paid by the Developer the total Contract Price (as defined in the Purchase Agreement) of constructing the Caisson Wall plus applicable taxes (and this notwithstanding that the Neighbour may not have fully completed construction of the tie backs into the Caisson Wall), then it is agreed between the parties that:

- (a) the Developer is hereby granted a license by the Neighbour to enter upon the Neighbouring Lands only to the extent necessary to enable the Developer to excavate the Neighbouring Lands to the easterly face of the piles or Caisson Wall (as the case may be) and to install Tie Backs at the Developer's own expense in the Tie Back Area within the Neighbouring Lands (including the piles and Caisson Wall if built), all at the Developer's own cost and expense;
- (b) the Developer shall cause the Tie Backs to be de-stressed once the Developer's design engineer determines that the permanent foundation structure of the Development can safely support imposed earth loads and that the Tie Backs are, accordingly, no longer required;
- (c) the Developer shall at its own cost and expense backfill on a level by level basis the area between the westerly face of the Developer's Development and the Caisson Wall with clean soil compacted to 98% modified proctor; and
- (d) all other provisions of this Agreement governing the Developer's obligations to the Neighbour in the performance of the Developer Parties work or otherwise shall apply equally to operations of the Developer pursuant to this Section.

8. The Developer agrees to cause all Developer Parties to use their best efforts not to cause, suffer or permit any loss of life, or personal injury to any person on the Neighbouring Lands or any damage to the Neighbouring Lands or Neighbouring Building. The Developer agrees to indemnify and hold harmless the Neighbour and all owners, tenants, licensees or other occupants of, in or on the Neighbouring Lands and the Neighbouring Building, or any part thereof (a) from all loss or damage occurring to the Neighbouring Lands or Neighbouring Building, (b) from or with respect to any loss, injury, damage or death to persons or property, and (c) from and against any damages, liabilities or costs, in each case, resulting from the installation of the Tie Backs or the use of the air space above the Neighbouring Lands or the use of that portion of the Neighbouring Lands licensed to the Developer pursuant to Section 7 hereof.

9. The Developer shall, prior to commencing the installation of Tie Backs on the Neighbouring Lands or the use of the air space over the Neighbouring Lands for Crane overswing, take out and maintain at the Developer's own expense a comprehensive general liability insurance policy in respect of activities by or on behalf of the Developer in relation to the Development providing coverage in an amount of not less than Ten Million (\$10,000,000.00) Dollars against claims for personal or bodily injury, death or property damage occurring as a result of the Developer Parties' operations on, in or over the Neighbouring Lands as provided in this Agreement. The Developer agrees to provide, prior to implementing the rights conferred by Section 1 of this Agreement, evidence of such insurance coverage to the Neighbour upon request by the Neighbour. The insurance shall be kept in force for the duration of the period of construction of the Development and for a period of not less than nine (9) months after the Developer's payment certifier has certified substantial completion of the Development. The Neighbour shall be added or named as an additional insured under the general liability insurance policy.

10. Prior to commencing any construction activity on the Development Lands, the Developer will retain Construction Control Inc., or such other independent testing and inspection engineering firm as may be agreed to between the Developer and the Neighbour (the "Inspector"), to conduct a complete pre-construction survey of the Neighbouring Lands and the Neighbouring Building noting any current structural or cosmetic deficiencies thereon or therein, to conduct monitoring inspections during construction of the Development, and to make a post-construction survey documenting any changes in the condition of the Neighbouring Lands and



the Neighbouring Building. The Developer shall cause the Inspector to provide copies of all reports (including the monitoring reports) and material communications resulting from such surveys and inspections to the Neighbour as soon as they become available. Should the inspections by the Inspector reveal any damage resulting from the Developer's work, the Developer shall be promptly notified and the Developer agrees with the Neighbour that, upon receipt of notice of such damage, the Developer shall remedy at its own expense any outstanding damage identified in such post-construction survey which is the result of any action or omission on the part of any of the Developer Parties in a timely fashion and to the satisfaction of the Neighbour's engineering consultant. Failing the Developer promptly complying with its remediation responsibilities under this Section, the Neighbour shall have the right, but not the obligation, on not less than five (5) Business Days' notice to the Developer to itself undertake such remediation work to remedy the areas damaged at the sole expense of the Developer which expense shall include, without limitation, the Neighbour's supervision, overhead and ancillary costs related to the remediation work. All fees and disbursements of the Inspector in connection with the services provided by the Inspector pursuant to this Section shall be paid by the Developer.

11. In the event that a construction lien arising from the performance of the Developer's work has been preserved or perfected in relation to or connection with the Neighbouring Lands, the Developer shall, within five (5) calendar days, at its sole expense, vacate or discharge the lien. If the lien is merely vacated, the Developer shall, if requested, undertake the Neighbour's defence of any lawsuit commenced to perfect such lien at the Developer's sole expense. In the event that the Developer fails or refuses to vacate or discharge a construction lien within the time prescribed above, the Neighbour shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Neighbour in so doing (including, without limitation, legal fees on a substantial indemnity basis and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Developer. Without limiting the foregoing, the Developer shall indemnify the Neighbour for all costs (including, without limitation, legal fees on a substantial indemnity basis) it may incur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the Neighbour by any person in respect of services or materials furnished to the Developer which constitute a part of the Developer's work.

12. Any notice, demand, request, consent, disclosure, approval or waiver ("**Notice**") which may or is required to be given pursuant to this Agreement to be effective shall be in writing and shall be sufficiently given if it is delivered or mailed by registered mail, postage prepaid, or sent by telecopier as follows:

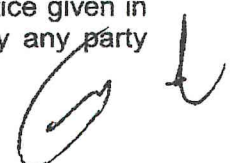
(a) if to the Developer at:

2158118 Ontario Inc.
270 Drumlin Circle
Suite 5
Concord, Ontario
L4K 3E2
Attention: Sam Herzog
Telecopier: 905-738-7860

(b) if to the Neighbour at:

Seventy-Six Davenport GP Ltd.
c/o Diamante Development Corporation
100 Davenport Road
Toronto, Ontario
M5R 1H7
Attention: The President
Fax No.: 416-741-7201

The date of receipt of any such Notice shall be deemed to be the date of delivery of such Notice if delivered personally, or if mailed as aforesaid, the second Business Day following the date of such mailing. Any Notice sent via telecopier not later than 5:00 p.m. on any Business Day shall be deemed to have been given on the Business Day upon which it was sent and any Notice sent via telecopier after 5:00 p.m. on any Business Day or sent on any day which is not a Business Day shall be deemed to have been given and received on the Business Day following the date of transmission. Either party may change from time to time its address or other particulars for service or the person to whose attention Notice is to be given by Notice given in accordance with the foregoing. Any Notice required or permitted to be given by any party hereto will be sufficiently given if given by the solicitors for such party.



13. For the purposes of this Agreement, "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15. The parties hereto agree, upon the request of any of them, to execute such additional and further documentation as may be reasonably necessary or advisable to more effectually implement this Agreement.


16. The parties agree that upon the closing of the sale and purchase of the Purchased Lands pursuant to the Purchase Agreement, the Purchased Lands will cease to form part of the Neighbouring Lands and will form part of the Development Lands for purposes of this Agreement. The parties further agree that this Agreement operates effective the date of its execution by the parties and this Agreement is not nullified, terminated or abrogated by the inability of the Neighbour to convey the Purchased Lands to the Developer pursuant to the Purchase Agreement for any reason whatsoever.

17. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. In the event of the sale, transfer or assignment of the whole or any part of a legal or beneficial ownership interest in all or any part of the Development Lands or the Neighbouring Lands (a "**Transfer**") at any time and from time to time during the currency of this Agreement to one or more third parties (individually and collectively, an "**Assignee**"),

- (a) the Developer covenants with the Neighbour that the Developer in the event of a Transfer of an interest in the Development Lands will contemporaneously with any such Transfer
 - (i) assign to such Assignee, to the extent of the Transfer to such Assignee of the Development Lands or an interest therein, the rights and obligations of the Developer under the provisions of this Agreement, and
 - (ii) cause such Assignee to execute and deliver to the Neighbour an acknowledgement and undertaking pursuant to which the Assignee agrees to be bound by the provisions of this Agreement, and
- (b) the Neighbour covenants with the Developer that the Neighbour in the event of a Transfer of an interest in the Neighbouring Lands will contemporaneously with any such Transfer
 - (i) assign to such Assignee, to the extent of the Transfer to such Assignee of the Neighbouring Lands or an interest therein, the rights and obligations of the Neighbour under the provisions of this Agreement, and
 - (ii) cause such Assignee to execute and deliver to the Developer an acknowledgement and undertaking pursuant to which the Assignee agrees to be bound by the provisions of this Agreement.

Notwithstanding any other provision of this Section, a purchaser of a condominium unit or proposed condominium unit forming part of the Development shall not constitute an Assignee for the purposes of this provision.

18. In the event this Agreement has not been terminated or completed at the time that the Neighbour is registering a plan of condominium on the Neighbouring Lands, the Neighbour covenants and agrees to either (a) register notice of this Agreement on title to the Neighbouring Lands prior to the registration of the condominium plan, or (b) insert language in the declaration of condominium to be registered on the Neighbouring Lands that the condominium corporation shall be bound by the terms of this Agreement.



19. This Agreement may be executed in any number of counterparts and each such counterpart shall, for all purposes, constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart, provided that each party has signed at least one counterpart and facsimile signatures resulting from telecopier communication shall be accepted as if an originally executed signature.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Developer:

2158118 ONTARIO INC.

Per: 

Name: Sam Herzog
Title: President

I have authority to bind the corporation.

Neighbour:

SEVENTY-SIX DAVENPORT GP LTD.

Per: 

Name: Paolo Palamara
Title: Secretary

I have authority to bind the Corporation.

Drawings to be Initialled by the Parties

1. Shoring Drawings Nos. SH1, SH2 and SH3 prepared by Tarra Engineering Inc., dated May, 2008 and revised to April 20, 2009.
2. Drawings Nos. A6.6 and A6.7, prepared by Young + Wright/IBI Group Architects, dated March 12, 2009.

Schedule "A"

DEVELOPMENT LANDS

PIN 21195-0093 (LT)

Part of Lot 21, Concession 2, FTB, Township of York, as in CT15394, CT323276, CT396821, CT253959, EM77464, Part 2 on Plan 63R-2015; s/t CT396821, City of Toronto.

Schedule "B"

NEIGHBOURING LANDS

FIRSTLY:

PIN 21195-0054 (LT)

Lots 4 to 6, Plan 680E, Toronto; Part of Lot 21, Concession 2, FTB, Township of York; Part of Lots 1 to 4, Plan 255E, Toronto as in Instrument No. CT349330; City of Toronto

SECONDLY:

PIN 21195-0111 (LT)

Lot 5, and Part of Lot 6, Plan 255E, designated as Part 6, Plan 66R-19665, City of Toronto;

THIRDLY:

PIN 21195-0125 (LT)

Part of Lane Pl 255E Toronto, closed by City of Toronto By-Law 485-2008 (AT1830646), designated as Part 1 on Plan 66R-23382, City of Toronto.

A handwritten signature or set of initials, possibly 'Gt', written in black ink.



The Florian- Insurance Claims

1. Introduction

The Board believes it is important that Owners have a good appreciation of how insurance coverage in a condominium operates and what constitutes the distinction between the condominium policy and the personal policy of the Owner. The purpose of this document is to set the basic coverages that are in place on the part of the Corporation, to indicate what coverage an Owner should carry and to outline the process to be followed in the event a claim was to arise.

2. Condominium Insurance

Pursuant to Section 99 of the Condominium Act all condominium corporations must carry insurance over the Common Elements and, subject to certain limitations, over repairs to Owners' Units. The Florian carries a comprehensive all risk policy with aggregate insurance coverage of \$123,898,400, which policy will be in effect until January 15, 2020. This policy has a number of deductibles but the two most relevant to Owners are: General-\$5,000 and Water \$10,000.

Should a loss occurs on the Common Elements the Corporation may claim from its insurer subject to applying the deductible under the policy. Should a loss occur in a Unit the Corporation has an obligation to repair subject to the provisions of the Standard Unit By-Law and may claim from its insurer subject to the deductible under the policy.

It is important to note that the Corporation's obligation to insure is separate from the Owner's obligation to maintain and repair. Owners are responsible for the maintenance and repair of their Units but the Corporation is responsible to insure the Units to the extent set out in the Standard Unit By-Law.

3. Standard Unit By-Law

The purpose of the Standard Unit By-Law (The Florian By-Law #6) is to determine what constitutes an Improvement to a Unit, with respect to Subsections 89(3) and 99(5) of the *Condominium Act*. The boundaries of the Unit (the distinction between the Unit and the Common Elements) are defined in Schedule "C" to the Declaration of the Corporation. Copies of the Standard Unit By-Law and Schedule C to the Declaration are attached to this document.

The Standard Unit By-Law sets out what parts of a Unit are covered by the Corporation's insurance policy. Owners and their insurance agents should be familiar with the Standard Unit By-Law in order to have the appropriate coverage for Improvements (those parts of a Unit not included in the Standard Unit By-law are defined as Improvements) and Personal Belongings (contents and possessions). Anything not included as part of the Unit in the Standard Unit By-law is the Owner's responsibility to insure. All Improvements and Personal Belongings are the responsibility of the Owner and are not covered by the Corporation's insurance.

As an example, if a Unit has upgraded the kitchen cupboards, the Owner must insure the incremental value of the replacement if damaged cupboards are to be replaced in kind. The Corporation's policy will only replace the cupboards in a similar quality to those provided for

in the Standard Unit By-law. It should be noted that the Standard Unit By-Law excludes all flooring and, therefore, flooring is considered an Improvement and not covered by the Corporation's insurance. Coverage for Improvements through Owner's insurance is generally not expensive. Required coverage should be worked out in consultation with an insurance agent.

Suite Features and Finishes offered by Diamante Corporation to original purchasers of The Florian Units are set out in the attached Schedule B.

4. Responsibility for the Loss

Section 89 of the Condominium Act states that each Owner shall, at his/her own expense, maintain and/or repair his/her dwelling Unit after damage. The Declaration of The Florian reads as follows:

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

Where there is an insured loss, the Corporation's insurance company is responsible for repairing the Common Elements and a Unit up to the level prescribed in the Standard Unit By-Law. The Owner and/or Owner's insurance company is responsible for repairing or replacing everything not set out in the Standard Unit By-Law as well as all Personal Belongings.

Because the Corporation's by-laws include an "indemnification clause", it is important to know who is responsible for the deductible under the Corporation's insurance policy. This clause states that Owners shall hold the Corporation harmless for all costs incurred as a result of an Owner's act or omission.

The cost incurred by the Corporation in an insurable loss is the deductible under the Corporation's insurance policy. If the loss is deemed to have occurred as a result of an act or omission of an Owner, the Owner must pay the deductible under the Corporation's insurance policy. Personal insurance carried by the Owner may insure some or all of the Owner's liability to the Corporation for the deductible under its insurance policy.

Owners should also be aware that a standard waiver of subrogation clause is contained in the Corporation's insurance policy and Owners' policies. This subrogation waiver prevents the Corporation's insurer from recovering the actual cost of the claim from an Owner. It also prevents an Owner's insurer from recovering the cost of an Owner's claim from the Corporation. The effect of the subrogations waivers also precludes one Owner from proceeding against another Owner for loss recovery.

5. Coverage

As noted above, the Corporation is responsible to insure the common elements and the Units as set out in its Declaration and the Standard Unit By-Law. Insurable losses are defined as "sudden incidents" and include but are not necessarily limited to fire, lightning, smoke, windstorm, hail, explosion, water escape, impact by aircraft and vandalism or malicious mischief.

Owners are not obligated to protect the contents of third party Owners' units from damages arising from an event which took place in the Owner's Unit. It is the responsibility of each Owner to protect that portion of his/her unit that is not covered by the Corporation's insurance.

It is considered prudent for Owners to err on the high side when obtaining insurance as the excess insurance coverage is relatively inexpensive.

As noted above, an Owner may be responsible for the deductible under the Corporation's insurance policy. As part of homeowner insurance, Owners should obtain coverage for this deductible. Owners should ensure that there is a clause stating that their insurance company will pay any amount arising out of a deductible in the Corporation's insurance policy.

6. Insurable Incidents

An insurable incident is a sudden and accidental event such as a fire, storm or flood from a plumbing system. The Corporation's insurance will pay the cost of restoring the unit pursuant to the Standard Unit By-Law. Damage caused by seepage over time due to a leak somewhere is not normally considered a sudden event and will not be covered under any insurance policy.

Owners should verify with their insurance brokers if they have additional living expenses coverage. If there is an insurable loss to the Units or to the Common Elements and the Owner is required to move out of the Unit, this coverage would protect the Owner for the additional cost of living expenses in an alternate location.

Owners' insurance policies should also include personal liability coverage to protect them against any claims by third parties for bodily injury or property damage caused by negligence, or by legal liability stemming from an injury occurring inside a Unit, or on the property that Owners are responsible to repair and maintain.

7. Claims

Any damage to those components of a Unit which are included in the Standard Unit By-Law caused from another Unit must be claimed against the Corporation's policy. Any damage to Improvements and Personal Belongings must be claimed against the Owner's insurance policy.

Damage to a Unit caused from the Common Elements, would be covered only for those components of a Unit that are included in the Standard Unit By-Law. Improvements would be covered by the Owner's insurance.

If a claim is to be made, it is important to ensure that all facts are known. Record all events in chronological order and get statements from everyone involved who has knowledge of the event. Include local weather information as well.

A typical rule of thumb is to avoid claims unless they are more than two times a deductible. All claims are recorded and depending on claims history, premiums may go up.

In the event of a Standard Unit insurable loss the unit owner may have the repair conducted by the Corporation's contractor or a contractor of his choice. However, the insurance indemnity cannot exceed the amount specified by the Corporation's contractor.

With respect to Standard Unit repairs, the Corporation will not entertain cash settlements with an insurer.

8. Examples

1. A fire starts in a Unit from an Owner's appliance and causes extensive damage. The Corporation would be responsible for repair of damages up to the limits stipulated in the Standard Unit By-Law. This occurrence would result in an insurance claim under the Corporation's insurance and the Corporation's deductible would be charged back to the Owner. The Owner's insurance would be responsible for Improvements and Personal Belongings and could indemnify the Owner against the Corporation's deductible.

If the damage spread to other Units, the Corporation would be responsible for repairs in these Units up to the limits of the Standard Unit By-Law. The Owners of these Units would not be liable for the deductible under the Corporation's insurance policy. Owners would be responsible for Improvements and Personal Belongings in the Units.

2. A kitchen drain backs up and overflows the sink, causing damage to Units below the Unit in which the flood occurred. The blockage was determined to be in the Corporation's waste stack. The Corporation would be responsible for repair of the Units up to the limits of the Standard Unit By-Law.. Each Owner would be responsible for the damages to Improvements and Personal Belongings within a Unit. Depending upon the extent of the damages insurance claims may or may not be launched by the Corporation and the Owners.

3. A leak appears at the ceiling level of an exterior wall at the time of a driving rainstorm. This would be considered a "sudden incident" and the Corporation would repair the damage in the Unit up to the limits of the Standard Unit By-Law. The Owner would be responsible for all damages to Improvements and the Personal Belongings. Depending upon the extent of the damages insurance claims may or may not be launched by the Corporation and the Owner. The Corporation would be responsible for the deductible under its insurance policy.

4. Water damage appears along the baseboard of a Unit. The cause is found to be a failure of the waterproofing membrane on the outside of the building. There has been no "sudden incident" when the leakage started. This would not be considered an insurable event for the Corporation and the Owner would be responsible for all repairs to the Unit. The terms of the Owner's insurance may or may not permit a claim in these circumstances.

The Corporation would be responsible to repair the outside of the building, which constitutes the Common Elements.

9. Summary

Owners advised to obtain a "Condominium Unit Owner's Package Insurance Policy". This policy typically covers Improvements and Personal Belongings, deductible claims by the Corporation, additional living expenses during restoration, and comprehensive liability insurance. The amounts should be determined in consultation with an insurance agent and at levels that balance risk of loss against premium cost to the Owner.

FOR OFFICE USE ONLY

AT 3761887
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

DEC 09 2014 12:44
[Signature]
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 6 pages

(3) Property
Identifier(s)

Block
76280-0001 to 76280-0459

Additional:
See
Schedule ☒

(4) Nature of Document

Condominium By-Law No. 6 (under Section 56(9) of the Condominium Act, 1998)

(5) Consideration

NIL

Dollars \$

(6) Description

All units and common elements comprising the property included in
Toronto Standard Condominium Plan No. 2280,
in the City of Toronto,
Land Titles Division of Toronto (No. 80)

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-Law No. 6 and Certificate.

Continued on Schedule ☐

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

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

Name(s)

Signature(s)

Date of Signature
Y M D

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280 (Applicant)
by its solicitors, **HORLICK LEVITT DI LELLA LLP**

Per: *[Signature]*
Brian Horlick

2014 12 08

(11) Address
for Service

c/o Management Office, 88 Davenport Road, Toronto, Ontario M5R 0A5

(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

88 Davenport Road
Toronto, Ontario
M5R 0A5

(15) Document Prepared by:

Horlick Levitt Di Lella LLP
100 Sheppard Avenue East
Suite 870
Toronto, Ontario.
M2N 6N5

Fees and Tax

Registration Fee

Total

CERTIFICATE IN RESPECT OF A BY-LAW
(Under subsection 56(9) of the Condominium Act, 1998)

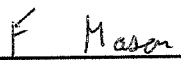
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280 (known as the "Corporation") certifies that:

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 3rd day of ^{December}~~November~~, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: Fraser Mason
Title: President



Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

BY-LAW NO. 6

A by-law that identifies the standard unit in order to determine what constitutes an improvement for the purposes of sections 89 and 99 of the *Condominium Act, 1998*, S.O. 1998, c. 19.

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for each class of unit within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2280 (the "Corporation") as follows:

1. **Purpose:** The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(3) and 99(5) of the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "Act"). The boundaries of the unit shall be as defined in Schedule "C" to the declaration of the Corporation (the "Declaration").
 2. **Residential Unit Class:** For the purposes of this by-law, the standard unit for all residential units shall consist of those items as listed in Schedule "A" attached hereto (hereinafter referred to as the "Residential Unit Class – Standard Unit"), subject to the following provisions:
 - (a) any of the materials set out in Schedule "A" may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (b) all materials set out in Schedule "A" are standard builder's grade in quality, unless specifically stated otherwise. Should a dispute or disagreement arise over the manufacture, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "A", the final and unfettered determination of same shall be that of the board of directors; and
 - (c) the Residential Unit Class – Standard Unit shall not include any wall tiling, light fixtures, floor coverings, baseboards or crown mouldings unless specifically provided for in Schedule "A".
- Anything not specifically included as part of the Residential Unit Class – Standard Unit (as listed in Schedule "A" herein) shall be deemed to be an improvement made to the unit, as that term is defined by sections 89 and 99 of the Act.
3. Notwithstanding any of the foregoing, if the Corporation at any time owns any unit within the class noted above, then such unit shall, only for the duration that the Corporation retains ownership of same, be classified as the "Corporation Asset Unit Class – Standard Unit". The Corporation Asset Unit Class – Standard Unit shall include everything that falls within the boundaries of such unit(s) (save and except the common elements) as these boundaries are described by the Declaration, including chattels.
 4. Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) with the customary coverage provided to condominium unit owners and as may be required by the Declaration. Although the Corporation may not need to be provided with a copy of a unit owner's policy of insurance with respect to the improvement(s), the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence that the said improvements are insured. The unit owner shall provide the required information to the Corporation within ten (10) days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to his/her respective unit shall only be performed by an accredited professional.
 5. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.

The foregoing by-law is hereby enacted as By-law No. 6 of Toronto Standard Condominium Corporation No. 2280, the said by-law having been passed by the Board of Directors on the 5th day of September, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 29th day of October, 2014 without variation, pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19.

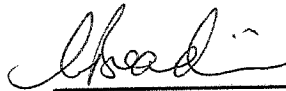
DATED this _____ day of November, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2280**

Per:



Name: Fraser Mason
Title: President



Name: Magaly Bianchini
Title: Vice-President/Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"**RESIDENTIAL UNIT CLASS – STANDARD UNIT****WALLS, CEILINGS & DOORS:**

- All interior walls and ceilings to be standard ½" drywall.
- All ceilings to be smooth finish, with drywall bulkheads where applicable.
- All interior walls and ceilings to be painted with one coat of primer and one coat of white latex paint.
- Plaster cornice mouldings in foyer and entrance hall, as per as-built plans.
- Large format ceramic, marble or limestone tile surrounding soaker tub in master en-suite bathroom, as per as-built plans.
- Marble or limestone tile enclosures around showers in bathrooms, as per as-built plans.
- Mirrors above sinks in bathrooms and powder room.
- All door trim to be 4" MDF.
- All door trim to be painted with one coat of primer and one coat of white semi-gloss latex paint.
- Interior room and closet doors to be standard paint grade single panel solid core, single- or double-open as applicable, with decorative lever hardware and painted with one coat of primer and one coat of white latex paint.
- Framed glass door for shower enclosure in bathrooms, where applicable.

HEATING & AIR CONDITIONING:

- Individually controlled fan coil unit for heating and air conditioning.
- Gas fireplace and mantle with marble side columns and mirror panel or mantel where shown on as-built plans.

ELECTRICAL SERVICE:

- Electrical fuse panel.
- White decora-style outlets and switches mounted at designer height throughout.
- Two-way switch for exhaust fan in kitchen (for kitchen exhaust) and bathrooms (for bathroom exhaust).
- Capped ceiling electrical connections in foyer, kitchen, breakfast room, den/family room, master en-suite bathroom, powder room, laundry room and walk-in closets, as per as-built plans.
- Wall sconce outlet above vanity in master en-suite bathroom.
- Door activated switch in master bedroom walk-in closet.
- Two switched electrical outlets in each of living room, master bedroom and second bedroom.
- One switched electrical outlet in dining room.
- 220 volt electrical outlet for oven and range top in kitchen, where applicable.
- 220 volt electrical outlet for dryer in laundry room, where applicable.

CABINETS, COUNTERTOPS & SHELVEING:

- Designer cabinetry in kitchen, as per as-built plans.
- Designer vanity cabinets in bathrooms, as per as-built plans.
- Granite, marble or stainless steel countertops in kitchen, as per as-built plans.
- Marble or limestone vanity tops in bathrooms, as per as-built plans.
- Wood closet shelving with chrome coat rod in all closets.

PLUMBING:

- Stainless steel top-mount double sink with single lever chrome faucet and integrated vegetable spray in kitchen.
- Water supply and drain for built-in dishwasher in kitchen.
- Water supply and drain for washing machine in laundry room.
- White porcelain under-mount sinks and spread-set faucets in bathrooms and powder room, as per as-built plans.
- Soaker tub in master en-suite bathroom.
- Builder's grade stall showers in bathrooms, where applicable.
- Lever faucets in showers, where applicable.
- Builder's grade toilets in bathrooms.
- Separate shut-off valves for water in kitchen, laundry room and each bathroom.

VENTILATION EQUIPMENT:

- Exhaust fan in bathrooms, vented to exterior.
- Exhaust fan in kitchen, vented to exterior.
- Exhaust ducts in laundry room, vented to exterior.

ADDITIONAL FEATURES:

- Smoke detector(s), heat detector(s) and carbon monoxide detector(s), as per as-built plans.
- Telephone and television cable outlets, as per as-built plans.
- Suite entrance door security system wired to concierge station.

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Retail Unit, Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit, Temporary Designated Parking Unit, Storage/Bicycle Unit, Wine Cellar Unit, Driveway Unit and Knockout Panel Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 4 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 8 inclusive on Level 2, Units 1 to 10 inclusive on Level 3, Units 1 to 6 inclusive on Level 4, Units 1 to 4 inclusive on Levels 5 to 19 inclusive and 21, Units 1 to 3 inclusive on Levels 20 and 22, Unit 1 on Levels 23 and 25 and Units 1 and 2 on Level 24).

2. **BOUNDARIES OF THE GUEST SUITE UNIT**

(being Unit 9 on Level 2).

- a) Each Residential Unit and Guest Suite Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
 - iii) the upper and lower surface and plane of the floor slabs between storeys in Unit 1 on Level 25.
- b) Each Residential Unit and Guest Suite Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing on walls separating the Unit from another Unit or the Common Element and production.
 - ii) the unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position and the unit side surface of any glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. **BOUNDARIES OF THE RETAIL UNITS**

(being Units 1 and 2 on Level 1).

- a) Each Retail Unit is bounded vertically by:
 - i) the lower surface and plane of the concrete ceiling slab and production.
 - ii) the upper surface and plane of the concrete floor slab and production.

- b) Each Retail Unit is bounded horizontally by:
 - i) the unfinished exterior surfaces and planes of the exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the exterior surfaces of all glass panels contained therein.
 - ii) the unit side surface and plane of the concrete or concrete block walls and production.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 2 and 5 to 20 inclusive, 22 to 25 inclusive, 27 to 55 inclusive and 57 to 60 inclusive on Level C, Units 1 to 3 inclusive, 5 to 23 inclusive, 25 to 29 inclusive, 31 to 55 inclusive and 58 to 60 inclusive on Level D, Units 1 to 23 inclusive, 25 to 29 inclusive, 31 to 37 inclusive and 39 to 52 inclusive on Level E and Unit 1 on Level F).

4a. **BOUNDARIES OF THE DESIGNATED PARKING UNITS**

(being Units 1 to 18 inclusive and 21 to 23 inclusive on Level B and Units 1, 3 and 4 on Level C).

4b. **BOUNDARIES OF THE COMBINED PARKING/ STORAGE/BICYCLE UNITS**

(being Units 21, 26 and 56 on Level C, Units 4, 24, 30, 56 and 57 on Level D, Units 24, 30 and 38 on Level E and Unit 2 on Level F).

4c. **BOUNDARIES OF THE DESIGNATED COMBINED PARKING /STORAGE/ BICYCLE UNITS**

(being Units 19 and 20 on Level B).

4d. **BOUNDARIES OF THE TEMPORARY DESIGNATED PARKING UNITS**

(being Units 24 and 25 on Level B).

- a) Each Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit and Temporary Designated Parking Unit are bounded vertically by:
 - i) the upper surface and plane of the concrete garage slab and production.
 - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit, Designated Parking Unit, Combined Parking/Storage/Bicycle Unit, Designated Combined Parking/Storage/Bicycle Unit and Temporary Designated Parking Unit is bounded horizontally by:
 - i) the vertical plane established by measurement.
 - ii) the vertical plane established by the line and face of concrete columns and the production thereof.
 - iii) the vertical plane established by the centre-line of columns and the production thereof.
 - iv) the unit side surface of concrete or concrete block wall and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete columns and production thereof.

- vi) the vertical plane established by measurement and perpendicular to the concrete or concrete block wall.

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

(being 26 and 27 on Level B, Units 61 to 92 inclusive on Level C, Units 61 to 106 inclusive on Level D, Units 53 to 83 inclusive on Level E and Units 3 to 10 inclusive on Level F).

- a) Each Storage/Bicycle Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Storage/Bicycle Unit is bounded horizontally by:
 - i) the unit side surface and plane of the exterior door and door frame, the said door being in a closed position.
 - ii) The unit side surface and plane of the concrete or concrete block wall and production thereof.

6. **BOUNDARIES OF THE WINE CELLAR UNITS**

(being 1 to 38 inclusive on Level A).

- a) Each Wine Cellar Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Wine Cellar Unit is bounded horizontally by:
 - i) the back side surface and plane of the drywall sheathing and production on walls, separating the Unit from another Unit or the Common Element.
 - ii) the vertical plane established by measurement and perpendicular to the drywall.

7. **BOUNDARIES OF THE DRIVEWAY UNIT**

(being Unit 3 on Level 1).

- a) The Driveway Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage roof slab and production.
 - ii) the upper surface and plane of the concrete garage ramp and floor slab and production.
 - iii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage roof slab, the concrete garage ramp and floor slab.

- b) The Driveway Unit is bounded horizontally by:
- i) the vertical plane defined by the line and face of concrete columns and the production thereof on Level B.
 - ii) the unit side surface and plane of the concrete ramp walls and production.
 - iii) the backside surface and plane of the concrete curb and production on Level 1.
 - iv) the property limit.
 - v) the vertical plane established by measurement.


8. **BOUNDARIES OF THE KNOCKOUT PANEL UNIT**

(being Unit 28 on Level B).

- a) The Knockout Panel Unit is bounded vertically by:
- i) the lower surface and plane of the concrete garage roof slab and production.
 - ii) the upper surface and plane of the concrete garage floor slab and production.
- b) The Knockout Panel Unit is bounded horizontally by:
- i) the exterior surface and plane of the concrete Knockout Panel Unit.
 - iii) the property limit.

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 4 inclusive of the Description.

November 23, 2012
Dated



R. Avis,
Ontario Land Surveyor

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

SCHEDULE "B"

THE FLORIAN SUITE FEATURE AND FINISHES

Foyer and Entrance Hall

- Ebony stained "macassar" veneer solid core door with hardware complimented by frame and side dark mirror panel
- Choice of pre-finished engineered hardwood flooring** or large format marble, or limestone tiles in foyer and coat closet. Cornice molding in foyer*
- 6-inch plaster cornice mouldings in living room, dining rooms, foyer and entrance hall of the suites located in the tower, 5th floor and in suites above 1500 square feet in the podium

Principal Rooms

- Your choice of prefinished engineered hardwood flooring on sound attenuating underlay** or 100% cut pile wool carpet on premium underlay**
- 8-foot high sealed unit windows extending to the floor with awning type opening sashes where applicable
- Double sliding single panel glass balcony doors*
- 7-inch baseboards with 4-inch door casing complete with backband
- Paint grade single panel, solid core interior doors (8-foot high in suites with 10-foot floor to ceiling height and 7-foot in suites at 9-foot floor to ceiling height) with chrome lever handles
- Wood shelving and chrome coat rod in all closets and walk-in closets
- Gas fireplaces* in living room with floor to ceiling ¾-inch marble side columns** and central full height tempered smoke mirror panel or choice of plaster or wood mantel**
- All walls, ceilings, bulkheads, cornice moldings, baseboards, trim and doors are prime painted

Ceilings

- 10-foot ceilings on floors 5 through 21 in all principal rooms and 9-foot floor to ceiling height in suites on floors 2 to and including 4, except where ceilings are dropped for mechanical and construction reasons
- Ceiling height is measured from the top of the concrete slab to the underside of the concrete ceilings above
- Ceilings are dropped 1-foot for the entire area in laundry rooms, bathrooms, kitchens and powder rooms
- All ceilings are smooth satin finish
- 6-inch plaster cornice mouldings in living room, dining rooms, foyer and entrance hall of the suites located in the tower, 5th floor and in suites above 1500 square feet in the podium

Lighting

- Capped ceiling electrical connection in the kitchen, breakfast room*, den/family room, powder room*, main bathroom, foyer, laundry room, walk in closets.
- One waterproof halogen light will be provided in the shower of the master ensuite bathroom as well as two wall sconce outlets will be provided above the vanity of the master ensuite bathroom
- Door activated switch in the master bedroom walk in closet
- Two switched wall outlets will be provided in the living room, master bedroom, and second bedroom
- One switched wall outlet will be provided in the dining room
- Recessed LED pot lights** can be located in the perimeter bulkheads at the client's discretion. The suite will be provided with one LED pot light per approximately 100-square feet of suite area

Kitchen

- Your choice of pre-finished engineered hardwood flooring** on sound attenuating underlay or large format marble or limestone tile** or porcelain tile** with 7-inch baseboard
- Cabinetry designed by Brian Gluckstein and made by Marana Kitchens
- 8-foot, ¾-inch plywood box construction cabinetry, in your choice of finishes from traditional, transitional, or contemporary styles, finished in a wood stain or lacquer in a satin or polished finish**
- Soft closing hinges on all cabinet doors
- Stainless steel drawer mechanisms and sliders
- Choice of cabinet door handles**
- The island*** is provided with a double row of drawers
- The sink is a double stainless steel bowl with vegetable pull out spray faucet
- Choice of sandblasted mirror or stainless steel or ceramic tiles** as a back splash
- Freestanding stainless steel hood fan or concealed undermounted retractable fan *
- Choice of straight edge granite**, marble** or stainless steel countertop
- Refrigerator – Subzero, 700 Series, 27-inch, with stainless steel door or panel to match cabinetry
- Cook Top – Viking, 4 burners, single continuous grill cook top
- Wall Oven – Viking, 27-inch, available in graphite colour, or other Viking available colours
- Microwave – Viking *
- Warming Drawer – Viking *
- Wine Cooler – Kitchen Aid, under counter wine cooler fridge* or free standing alternative for smaller suites where client decides to not place the wine cooler undercounter.
- Dishwasher – Asko fully integrated dishwasher with stainless steel door or wood panel to match cabinets

Master Ensuite Bathroom

- Choice of large format marble**, limestone**, or porcelain** tiles

- Drop in acrylic 6-foot soaker tub with center drain and double sided slanted back
- Chrome 8-inch tub faucet and hand shower mounted on the tub dedicated deck
- Kohler, 4 shower heads mounted on a freestanding shower column or on a wall unit* at different heights. The units can be operated individually or in combination through the single touch intelli-system and are controlled by a remote thermostatic electronic valve
- The shower system is prewired for MP3 uploading, and allows the use of future waterproof speakers, the system also allows the client to install LED relaxing multicolours lights
- The shower walls are marble** or limestone** and the enclosure is clear frameless glass
- Custom designed vanities in a traditional or contemporary style** with marble** full-length top
- Custom designed floor to ceiling tower linen closets*
- Custom vanity mirror*
- Undermount oval vanity sink(s)* with 8-inch chrome faucets
- Etched translucent glass enclosure and glass door in water closet room*
- Kohler one piece elongated bowl toilette with complimenting bidet*

Guest Bathrooms

- Choice of 1-inch by 2-inch limestone mosaic**, 12-inch by 12-inch porcelain** or marble** flooring
- Shower base in same material as the floor cut in smaller size to allow proper drainage
- Shower stall enclosed by back painted floor to ceiling glass, framed glass door, pressure balanced shower control, multi spray shower head
- Handcrafted vanity in satin or glossy lacquer** finish with choice of marble** or limestone** vanity top, banjo* and backsplash, top mounted oval basin single lever faucet
- Extending over the length of the vanity and banjo*, full size mirror
- One piece elongated bowl low flow rated toilette with quiet-close seat

Powder Room

- Choice of large limestone** or marble** or porcelain tiles
- Handcrafted console vanity with marble** top and stainless steel bowl sink mounted on the marble
- One piece elongated bowl toilet with quiet-close seat

Laundry Room

- Choice of ceramic** floor tiles
- Front loading side by side or stacked** Energy Star rated Whirlpool washer and dryer *
- Lever operated main shut off valve
- White laundry sink** and laminate top to side by side installation*
- Bottom and top white cabinetry*
- Receptacle located above the counter top and on the wall parallel to the side of the counter top
- Backsplash from a selection of ceramic subway tiles* **
- Electrical panel for the suite located behind laundry room door* where possible and as per code
- Electrical receptacle above the counter top and on the adjacent wall of the room**

Mechanical System / Electrical

- Your suite will be heated or cooled by a four-pipe fan coil mechanical unit controlled by individual thermostat. Each four-pipe fan coil unit is equipped with an air filter
- Each suite will have an on/off switch located at the front vestibule of the suite, which will terminate power to all lights
- Each suite will be individually metered for electricity
- Wiring for curtain and blinds systems

Balconies

- Sealed concrete balconies
- Hose bib connection on tower balconies with depth of more than 6-feet.
- Exterior ground fault receptacle

Terraces

- Paving stones on terraces
- 2 ground fault receptacles on a separate 15-amp circuit and hose bib

Peace of Mind Features

- A separate elevator for guests from visitor parking, directly to the concierge
- A dedicated security channel on television will allow residents to identify guests as they enter the building
- Keypad entry panel at suite front door with alarm connected to the concierge
- Heat detector wired to the central alarm panel, smoke and carbon monoxide detectors, as well as voice alarm speakers option of valet parking or self-park using your programmable remote garage door control
- Lit and painted garage, which contains video cameras with intercom to concierge
- Key chain remote control activates the garage alarm system should there be a concern while in the garage
- Proximity access device permits access to the main lobby, garage, elevator lobby and amenity areas

- * As per plan
- ** From Builder's Sample
- *** As per plan, and where there are no appliances

PRINCIPAL ROOMS - LIVING/DINING ROOM, KITCHEN, LIBRARY, MASTER BEDROOM, GUEST BEDROOM

ALL COLOUR & FINISH SELECTIONS OF HARDWOOD, MARBLE, LIMESTONE, GRANITE, PORCELAIN AND CERAMIC TILE, SLAB MARBLE AND GRANITE, CORNICE MOULDING, BACK PAINTED GLASS AND CABINETS AND VANITIES TO BE SELECTED FROM VENDOR STANDARD SAMPLES.

- All dimensions, if any, are approximate.
- References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model and the Purchaser is bound to accept same.
- The Vendor shall have the right to substitute other products and materials for those listed in this Schedule or described in other plans and specifications provided to the Purchaser by the Vendor, provided that the substituted products and materials are of a quality equal to, or better than the products and materials so listed or so provided.
- The Purchaser acknowledges that some items displayed in the sales office of the Vendor may not be standard features and finishes and may (if available) be purchased from the Vendor at an extra cost.
- Selections of all features and finishes, where the purchaser is given the option to select the style and/or colour, shall be made from the Vendors' predetermined standard selections.
- Please Note: Materials and specifications are subject to change without notice.

E. & O. E.



January 13, 2022

Sent to all Unit Owners via
Florian's Website email

Dear Unit Owners,

RE: Toronto Standard Condominium Corporation No. 2280 (TSCC 2280)
88 Davenport Road, Toronto, ON M5R 0A5
Insurance Coverage 2022-2023

Please find enclosed a "Certificate of Insurance" (or Information Certificate Update) for Toronto Standard Condominium Corporation No. 2280 – The Florian. This certificate is valid from January 15, 2022 through to January 15, 2023.

Per section 99(1) and (4) of the Condominium Act, 1998 the Corporation:
"...shall obtain and maintain insurance, on its own behalf and on behalf of the owners, for damage to the units and common elements caused by major perils or the other perils that the declaration or the by-laws specify...[t]he obligation to insure under subsection (1) does not include insurance for damage to improvements made to a unit."

The foregoing insurance is the only insurance required to be obtained and maintained by the Corporation.

We advise every Unit Owner to obtain and maintain, at least, the following insurance for his / her unit:

- Insurance on any additions, improvements or betterments made by the owner to his / her unit (i.e. hardwood floor, upgraded kitchen cabinets, etc). Please review the "Standard Unit By-Law #7", which determines what constitutes an improvement, and the insurance memo "Florian Insurance Claims". Both these documents are posted on the Florian's website or can be obtained from Management Office.
- Insurance for personal property or chattels including automobiles, Unit and Locker contents, etc.
- Insurance to cover expenses related to the loss of use and occupancy of the Unit in the event of damage.
- Public liability insurance.
- Special Assessment insurance.
- Insurance covering the deductibles on the Corporation's master insurance policy for which an owner may be responsible. Please note the following deductible:
 - Standard **\$10,000**
 - Water Damage **\$50,000**



You should consult with your personal insurance agent to be certain that you have adequate coverage to address the risks typically associated with condominium ownership and the policy of The Florian.

If you have any questions or concerns regarding insurance, please contact the Management Office at 647-351-0712 or theflorian@crossbridgecs.com.

Sincerely,

Cerasela Hornea, OLCM, RCM
Condominium Manager
Crossbridge Condominium Services
As Agents for and on behalf of
The Florian - TSCC 2280

CERTIFICATE OF INSURANCE

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

NAMED INSURED: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

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

PROPERTY INSURED: 88 Davenport Road
Toronto, Ontario
M5R 0A5

TERM: January 15, 2022 TO January 15, 2023

COMMERCIAL PACKAGE POLICY NO. 7105229

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$ 121,726,000.00
Deductibles: \$ 10,000.00 STANDARD
\$ 50,000.00 SEWER BACKUP
\$ 50,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Wawanesa Insurance 20%
Novex Insurance Company 25%
RSA Insurance Company of Canada 25%
Aviva Insurance Company of Canada 30%

COMPREHENSIVE GENERAL LIABILITY:

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability	\$25,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

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

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident:	\$121,726,000.00
Company:	Aviva Insurance Company of Canada
Policy Number:	81638409-0985

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

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

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

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



Authorized Representative

Date: January 12, 2022

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
(UNDER SUBSECTION 94 (9) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

TO: All owners in Toronto Standard Condominium Corporation No. 2280

The board has received and reviewed a Class 2 Reserve Fund Study dated May 2019, prepared by BEST Consultants Martin Gerskup Architect 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 present time the average contribution per unit per month to the reserve fund is \$518.47. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$13.46 in 2020, \$13.81 in 2021 and \$14.17 in 2022.

The proposed funding plan will be implemented beginning on January 10, 2020
(Set out date that is more than 30 days after the day on which this notice is sent to the owners.)

Dated this 10th day of December, 2019.

Toronto Standard Condominium Corporation No. 2280

(signature)

PETER J. COOPER

(print name)

(signature)

F. MASON

(print name)

F. Mason

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

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 Reserve Fund Study dated May 2019, prepared by BEST Consultants Martin Gerskup Architect Inc., for Toronto Standard Condominium Corporation No. 2280 (known as the "Reserve Fund Study").

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

The estimated expenditures from the reserve fund for the next fifty (50) 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 fiscal year is \$622,162, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$3,183,612
Minimum Reserve Fund Balance during the project period:	\$50,000
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	1.63%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	1.62%

The Reserve Fund Study can be examined upon 48 hours written notification at the Crossbridge Condominium Services Ltd. office, located at 88 Davenport Rd., Toronto ON M3R 0A5.

CASH FLOW TABLE

Opening Balance of the Reserve Fund: \$3,183,612
 Minimum Reserve Fund Balance during the project period: \$50,000
 Assumed Annual Inflation Rate for Reserve Fund Expenditures: 1.63%
 Assumed Annual Interest Rate for interest earned on the Reserve Fund: 1.62%

Year	Opening Balance	Recommended Annual Contribution	Other Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	% Increase in Recommended Annual Contribution	Closing Balance	Average Monthly Increase Per Unit (\$)
2018 - 2019	3,183,612	622,162	-	61,425	51,447	n/a	3,795,796	
2019 - 2020	3,795,796	638,312	-	40,550	56,394	2.60%	4,449,952	13.46
2020 - 2021	4,449,952	654,881	-	-	66,626	2.60%	5,171,459	13.81
2021 - 2022	5,171,459	671,881	-	223,193	77,741	2.60%	5,697,888	14.17
2022 - 2023	5,697,888	689,321	-	-	87,824	2.60%	6,475,033	14.53
2023 - 2024	6,475,033	707,215	-	13,661	98,357	2.60%	7,266,945	14.91
2024 - 2025	7,266,945	725,573	-	7,520	111,035	2.60%	8,096,032	15.30
2025 - 2026	8,096,032	744,407	-	35,275	124,133	2.60%	8,929,298	15.70
2026 - 2027	8,929,298	763,731	-	1,518,236	137,565	2.60%	8,312,356	16.10
2027 - 2028	8,312,356	783,555	-	51,615	139,313	2.60%	9,183,609	16.52
2028 - 2029	9,183,609	803,895	-	39,496	141,367	2.60%	10,089,375	16.95
2029 - 2030	10,089,375	824,762	-	-	155,726	2.60%	11,069,864	17.39
2030 - 2031	11,069,864	846,172	-	8,286	170,967	2.60%	12,078,715	17.84
2031 - 2032	12,078,715	868,137	-	2,470,728	187,041	2.60%	10,663,164	18.30
2032 - 2033	10,663,164	890,672	-	19,751	183,754	2.60%	11,717,839	18.78
2033 - 2034	11,717,839	913,792	-	19,404	180,839	2.60%	12,793,066	19.27
2034 - 2035	12,793,066	937,512	-	-	198,048	2.60%	13,928,626	19.77
2035 - 2036	13,928,626	961,848	-	41,465	215,911	2.60%	15,064,920	20.28
2036 - 2037	15,064,920	986,816	-	5,818,975	234,268	2.60%	10,467,028	20.81
2037 - 2038	10,467,028	1,012,431	-	139,905	206,298	2.60%	11,545,853	21.35
2038 - 2039	11,545,853	1,038,712	-	46,428	177,864	2.60%	12,716,002	21.90
2039 - 2040	12,716,002	1,065,675	-	3,686	196,036	2.60%	13,974,026	22.47
2040 - 2041	13,974,026	1,093,338	-	-	215,655	2.60%	15,283,019	23.05
2041 - 2042	15,283,019	1,121,719	-	4,364,093	236,397	2.60%	12,277,041	23.65
2042 - 2043	12,277,041	1,150,836	-	10,061	222,685	2.60%	13,640,502	24.26
2043 - 2044	13,640,502	1,180,710	-	50,337	209,414	2.60%	14,980,288	24.89
2044 - 2045	14,980,288	1,211,358	-	-	231,256	2.60%	16,422,903	25.54
2045 - 2046	16,422,903	1,242,803	-	52,804	253,738	2.60%	17,866,640	26.20
2046 - 2047	17,866,640	1,275,063	-	8,827,387	277,060	2.60%	10,591,376	26.88
2047 - 2048	10,591,376	1,308,162	-	92,297	229,941	2.60%	12,037,181	27.58
2048 - 2049	12,037,181	1,342,119	-	65,661	182,839	2.60%	13,496,477	28.30
2049 - 2050	13,496,477	1,376,958	-	-	206,312	2.60%	15,079,747	29.03
2050 - 2051	15,079,747	1,412,701	-	-	230,896	2.60%	16,723,343	29.79
2051 - 2052	16,723,343	1,449,372	-	17,471,195	256,969	2.60%	958,489	30.56
2052 - 2053	958,489	1,486,994	-	-	142,869	2.60%	2,588,352	31.35
2053 - 2054	2,588,352	1,525,594	-	22,189	28,658	2.60%	4,120,416	32.17
2054 - 2055	4,120,416	1,565,195	-	83,625	54,207	2.60%	5,656,192	33.00
2055 - 2056	5,656,192	1,605,824	-	57,296	78,995	2.60%	7,283,716	33.86
2056 - 2057	7,283,716	1,647,508	-	4,596,256	104,554	2.60%	4,439,523	34.74
2057 - 2058	4,439,523	1,690,274	-	198,249	94,724	2.60%	6,026,273	35.64
2058 - 2059	6,026,273	1,734,151	-	64,153	84,564	2.60%	7,780,834	36.56
2059 - 2060	7,780,834	1,779,166	-	-	111,561	2.60%	9,671,561	37.51
2060 - 2061	9,671,561	1,825,349	-	13,459	141,015	2.60%	11,624,466	38.49
2061 - 2062	11,624,466	1,872,732	-	13,619,270	172,072	2.60%	50,000	39.49
2062 - 2063	50,000	1,921,344	-	32,081	94,330	2.60%	2,033,593	40.51
2063 - 2064	2,033,593	1,971,218	-	31,517	16,835	2.60%	3,990,130	41.56
2064 - 2065	3,990,130	2,022,387	-	-	48,672	2.60%	6,061,189	42.64
2065 - 2066	6,061,189	2,074,884	-	67,351	81,215	2.60%	8,149,937	43.75
2066 - 2067	8,149,937	2,128,744	-	71,871	114,826	2.60%	10,321,636	44.88
2067 - 2068	10,321,636	2,184,002	-	92,752	149,250	2.60%	12,562,137	46.05

NOTES:

- The reserve fund contributions for the 2018 - 2019 fiscal year are amounts budgeted by TSCC No. 2280.
- The projections included in this table are estimates only, based on the information available at the time of preparation of the report. The Reserve Fund Study must be updated regularly as the actual figures will vary from the amounts detailed in this table due to changes in interest rates, inflation rates and completion of repair/replacement work.

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

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

The board of Toronto Standard Condominium Corporation No. 2280 has reviewed the Class 2 Reserve Fund Study dated May 2019, prepared by BEST Consultants Martin Gerskup Architect Inc., for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2019 fiscal year is \$622,162, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined upon 48 hours written notification at the Crossbridge Condominium Services Ltd. office, located at 88 Davenport Rd., Toronto ON M3R 0A5.

CONTRIBUTION TABLE

Year	A Annual Contribution	% Increase Over Previous Year	B Other Contribution (e.g. special assessment, loan)	A + B Total Contribution Each Year to Reserve Fund
2018 - 2019	622,162	n/a	-	622,162
2019 - 2020	638,312	2.60%	-	638,312
2020 - 2021	654,881	2.60%	-	654,881
2021 - 2022	671,881	2.60%	-	671,881
2022 - 2023	689,321	2.60%	-	689,321
2023 - 2024	707,215	2.60%	-	707,215
2024 - 2025	725,573	2.60%	-	725,573
2025 - 2026	744,407	2.60%	-	744,407
2026 - 2027	763,731	2.60%	-	763,731
2027 - 2028	783,555	2.60%	-	783,555
2028 - 2029	803,895	2.60%	-	803,895
2029 - 2030	824,762	2.60%	-	824,762
2030 - 2031	846,172	2.60%	-	846,172
2031 - 2032	868,137	2.60%	-	868,137
2032 - 2033	890,672	2.60%	-	890,672
2033 - 2034	913,792	2.60%	-	913,792
2034 - 2035	937,512	2.60%	-	937,512
2035 - 2036	961,848	2.60%	-	961,848
2036 - 2037	986,816	2.60%	-	986,816
2037 - 2038	1,012,431	2.60%	-	1,012,431
2038 - 2039	1,038,712	2.60%	-	1,038,712
2039 - 2040	1,065,675	2.60%	-	1,065,675
2040 - 2041	1,093,338	2.60%	-	1,093,338
2041 - 2042	1,121,719	2.60%	-	1,121,719
2042 - 2043	1,150,836	2.60%	-	1,150,836
2043 - 2044	1,180,710	2.60%	-	1,180,710
2044 - 2045	1,211,358	2.60%	-	1,211,358
2045 - 2046	1,242,803	2.60%	-	1,242,803
2046 - 2047	1,275,063	2.60%	-	1,275,063
2047 - 2048	1,308,162	2.60%	-	1,308,162
2048 - 2049	1,342,119	2.60%	-	1,342,119
2049 - 2050	1,376,958	2.60%	-	1,376,958
2050 - 2051	1,412,701	2.60%	-	1,412,701
2051 - 2052	1,449,372	2.60%	-	1,449,372
2052 - 2053	1,486,994	2.60%	-	1,486,994
2053 - 2054	1,525,594	2.60%	-	1,525,594
2054 - 2055	1,565,195	2.60%	-	1,565,195
2055 - 2056	1,605,824	2.60%	-	1,605,824
2056 - 2057	1,647,508	2.60%	-	1,647,508
2057 - 2058	1,690,274	2.60%	-	1,690,274
2058 - 2059	1,734,151	2.60%	-	1,734,151
2059 - 2060	1,779,166	2.60%	-	1,779,166
2060 - 2061	1,825,349	2.60%	-	1,825,349
2061 - 2062	1,872,732	2.60%	-	1,872,732
2062 - 2063	1,921,344	2.60%	-	1,921,344
2063 - 2064	1,971,218	2.60%	-	1,971,218
2064 - 2065	2,022,387	2.60%	-	2,022,387
2065 - 2066	2,074,884	2.60%	-	2,074,884
2066 - 2067	2,128,744	2.60%	-	2,128,744
2067 - 2068	2,184,002	2.60%	-	2,184,002

* 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:

No differences.

NOTICE OF INSTALLATION OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

(Pursuant to section 24.1 of O. Reg 48/01 to the *Condominium Act, 1998*)

To: Owners of Toronto Standard Condominium Corporation No. 2280
("The Florian")
From: Board of Directors ("the Board")
Date: July 4, 2019
Re: Installation of Electric Vehicle Charging Infrastructure

The Board is pleased to announce that it intends to commence work to upgrade The Florian's electrical supply infrastructure in the underground parking garage in order to permit owners to contract with The Florian to install Electric Vehicle Charging Stations ("EVCS") in their parking stalls on parking levels P1 to P4 on a power sharing basis.

The work will include:

- Installation of an 600v 100A insert disconnect at electrical room on P1 to upgrade the existing EV Charging panel to supply additional capacity;
- Installation of a new 200A-208v dedicated service for future EV charging, entailing new disconnects, transformer, panel and breakers off of the P2 sub-electrical room to feed new transformers on the P2, P3 and P4 levels;
- Supply and install 112.5kva 600v to 120/208v transformer c/w a 400Amp 42 circuit distribution panel and 20, 2 pole – 40A breakers on each of the P2, P3 and P4 levels; and
- Related cable runs, drilling of walls/floors, and re-sealing work.

Upgrading The Florian's infrastructure will make it easier and less expensive for owners who may, in the future, wish to have an EVCS in their parking stall.

The total cost of this project is estimated to be \$130,000 (inclusive of HST), and will be paid from operating funds specifically budgeted for such one-time enhancements to the property.

In the opinion of the Board, the owners would not regard the proposed installation as causing a material reduction or elimination of their use or enjoyment of the residential units that they own or the common elements or assets of The Florian.

Pursuant to the regulations to the *Condominium Act, 1998*, The Florian cannot commence this work until 60 days after the date of this notice. Accordingly, the work is anticipated to start on or around September 9, 2019.

Once the infrastructure is in place, owners will have the option of contracting with The Florian to run electrical conduit to their parking stalls and attaching a charging station and/or a 110 volt outlet to such conduit. It is the inclination of the Board that a standard networked charging station should be specified for The Florian and a uniform price to electrify parking stalls should be charged to owners who decide to proceed with an installation. Owners who charge EV's in their parking stalls will be invoiced directly for energy consumption. Over the summer more specific information will be provided on the cost of charging stations, energy charges and charger station network management.

Sincerely,

Board of Directors
TSCC 2280 – The Florian

**Agreement to Receive Notices
Electronically**

Agreement by owner or mortgagee to
receive notices from the corporation by
electronic delivery

Owner's or mortgagee's name

Condominium corporation's name

Toronto Standard Condominium Corporation No. 2280

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

Method the corporation will use to deliver notices to me:

☒ Email

My email address is _____

☐ Facsimile

My fax number is _____

☐ Other _____

☒ I agree that I am sufficiently served, as described in section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement.

Signature of owner or mortgagee

Date (yyyy/mm/dd)

Signature of individual on behalf of the
condominium corporation

Date (yyyy/mm/dd)

Signature of individual on behalf of the
condominium corporation

Date (yyyy/mm/dd)

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



TORONTO STANDARD CONDOMINIUM CORPORATION No. 2280

LEASED UNITS

Dear Owner,

If you plan to lease your unit please note the following:

Pursuant to section 83(1) of the *Condominium Act, 1998*, a Unit Owner who leases a Unit to a Tenant (lessee) or renews a lease of the Unit shall:

- **Provide the corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal or a summary of it in a Form 5 (enclosed) prescribed by the province of Ontario.**
- **Provide the lessee with a copy of the declaration, by-laws and rules of the corporation.**

If the lease of the Unit is terminated or not renewed the Unit Owner is required to notify the Corporation in writing of the change.

We remind Unit Owners that once a unit is leased the Unit Owner is the Landlord of the Tenant and not the Corporation.

Further, any Unit Owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the Unit which shall be joint and several with his or her Tenant.

No owner shall lease his or her unit unless the owner first delivers to the Corporation the "Tenant Undertaking and Acknowledgement Agreement" signed by the tenants.

No Owner shall rent his/her unit for a period of less than twelve (12) months.

The tenant will not be allowed to move in unless all documents have been provided to Management.

Sincerely,

Crossbridge Condominium Services

As agent for and on behalf of TSCC 2280 – The Florian

Form 5
Condominium Act, 1998
SUMMARY OF LEASE OR RENEWAL
(Claus 83 (1) (b) of the Condominium Act, 1998)

TO: TSCC 2280 – The Florian

This is to notify you that:

(Strike out a) or b) whichever is not applicable)

- a) A written or oral (strike out whichever is not applicable): lease, sublease, or assignment of lease.
- b) A renewal of a written or oral (strike out whichever is not applicable): lease, sublease, or assignment of lease.

Has been entered into for:

Dwelling	Unit (s) _____	Level _____
Parking	Unit (s) _____	Level _____
Parking	Unit (s) _____	Level _____
Locker	Unit (s) _____	Level _____
WA	Unit (s) _____	Level _____

On the Following terms:

Name of lessee(s)/sub lessee(s)/assignee(s): _____

Telephone Number: _____ Fax Number _____ E-Mail: _____

Commencement Date: _____ Termination: _____

Option(s) to renew: (Set out details. Ile. First option commencement date) _____

Rental Payments: _____
(Set out amount and when due)

Other Information: _____
(At option of the owner)

I (We) have provided the above- designated lessee(s)/sub lessee(s) with a copy of the declaration, by-laws and rules of the Condominium Corporation.

I (We) acknowledge that, as required by subsection 83 (2) of the Condominium Act, 1998, I (We) will advise you in writing if the above – designated lease/sublease/assignment of lease is terminated.

Dated this _____ day of _____, 20__

(Print name of Owner) (Signature of Owner)

(Print name of Owner) (Signature of Owner)

(If 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: _____



TENANT UNDERTAKING AND ACKNOWLEDGMENT

I/we _____, the undersigned, as tenant(s) of Suite _____ (the "Unit"), according to The Florian, covenant and agree that I, the members of my household, patrons, invitees and guests (as applicable) from time to time will, in using the unit rented by me, and the Common Elements, comply with the *Condominium Act, 1998*, the Declaration and Rules and Regulations and the By-Laws of the Corporation (TSCC 2280) during the term of my rental.

I/We acknowledge that I am/we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/We further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of **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.

I/We further acknowledge and understand that in the event that I/We or any occupants residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

Dated this _____ day of _____, 20____.

(Tenant Signature)

(Tenant Signature)

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280**

88 Davenport Road, Toronto, ON, M5R 0A5

Tel: 647-351-0712 | Fax: 647-351-0714

Email: management@theflorian.ca; tsc2280@gmail.com**OWNER/RESIDENT REGISTRATION FORM**

SUITE NO: _____ DATE: _____

REGISTERED SUITE OWNER(S): ☐ [] ONSITE OWNER ☐ [] OFFSITE OWNER

FIRST NAME: _____ LAST NAME: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

E MAIL ADDRESS: _____

FIRST NAME: _____ LAST NAME: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

E MAIL ADDRESS: _____

OWNER'S OFFSITE ADDRESS: (If applicable)**

Street & Number _____ Suite No. _____ City _____ Province _____ Postal Code _____

RESIDENT/TENANT INFORMATION: Owner $\bar{1}$ or Occupant $\bar{1}$ or Tenant $\bar{1}$ Lease term: _____****If different from above, Owner(s) must provide a copy of the Lease Agreement**

FIRST NAME: _____ LAST NAME: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

E MAIL ADDRESS: _____

FIRST NAME: _____ LAST NAME: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

E MAIL ADDRESS: _____

A. SUITE ACCESS INFORMATION to be completed by office:

GARAGE REMOTE NO.: (1) FC# _____ TR# _____ / (2) FC# _____ TR# _____

GARAGE REMOTE NO.: (3) FC# _____ TR# _____ / (4) FC# _____ TR# _____

B. LOCKER INFORMATION: LOCKER NO: _____ LEVEL: _____

LOCKER NO. _____ LEVEL: _____

C. PARKING INFORMATION:

Vehicle(s) Record

Parking Space #	Level	Make of Vehicle	Licence Plate #	Colour

(If applicable)

SPACE _____ RENTED TO: _____ OR

SPACE _____ RENTED FROM: _____

D. WINE CELLER INFORMATION: (If applicable)**

LEVEL: _____ CELLAR NO: _____

LEVEL: _____ CELLAR NO: _____

E. DO YOU HAVE ANY PETS? [] YES [] NO NO. OF PETS (MAX 2): _____

*(**If you have pets, a Pet Registration Form must be completed and submitted with this form)*

F. DO YOU OWN A BICYCLE(S)? [] YES [] NO NO. OF BICYCLES: _____

BICYCLE DESCRIPTION(S): _____

MODEL: _____, COLOUR, _____ SERIAL# _____

F. DOES ANYONE IN YOUR SUITE REQUIRE ASSISTANCE IN AN EMERGENCY? [] YES [] NO

The Fire Code dictates that a record must be kept of all persons requiring assistance in case of an emergency.

NAME OF PERSON REQUIRING ASSISTANCE:

TYPE OF DISABILITY/AILMENT: _____

G. ARE YOU ABSENT / ON VACATION DURING ANY PART OF THE YEAR? [] YES [] NO

FORWARDING ADDRESS: _____

CONTACT PHONE NO(S): _____ / _____

SPECIAL INSTRUCTIONS: _____



TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280

88 Davenport Road, Toronto, ON, M5R 0A5

Tel: 647-351-0712 | Fax: 647-351-0714

Email: management@theflorian.ca; tsc2280@gmail.com

H. IN CASE OF EMERGENCY CONTACT:

Please provide the name of an individual(s) who we can contact in the event of an emergency. The Corporation will, first, attempt to contact you and then your emergency contact.

NAME: _____ RELATIONSHIP: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

NAME: _____ RELATIONSHIP: _____

PHONE NO. 'S: (H) _____ (B) _____ (C) _____

Owner Signature: _____

Tenant Signature: _____

All information on this Form will remain strictly confidential. This information is required for Fire Safety, Building Safety and Security purposes only.

It is the Suite Owner(s) responsibility to provide the Corporation with current Owner and Tenant Information prior to the Elevators being put on service for a move in. If at any time your information changes, please notify Management immediately in writing per the *Condominium Act 1998, section 47.4*.

Please keep us informed so that we can keep you informed.



AUTHORIZATION TO RECEIVE PARCELS MAIL AND COURIER MAIL

The following waiver **MUST** be signed by **ALL** individual occupant(s) residing in the unit.

As a service to residents of The Florian, 88 Davenport Road, the Concierge Desk will accept delivery of small parcels, mail, registered mail, and courier mail. You will appreciate that this is a service only and while all efforts will be made to hold such items in safekeeping, we cannot be held responsible for them.

Service for Suite _____ to commence _____ and terminate _____

Access by way of key to the private mail box has been provided by the owner/resident to the Concierge.

Unfortunately, Concierge staff cannot accept cash under any circumstances, either for service or as incoming/outgoing mail. Perishable goods such as, but not limited to fruit and food stuffs WILL NOT BE ACCEPTED; flowers and balloon bouquets will be accepted however neither Concierge staff, Management or the Corporation bear any responsibility for the timely receipt of same. Due to its limited secured storage area the Corporation reserves the right to refuse to accept mail.

Parcels/envelopes weighing more than 20 lbs or larger than 15" x 20" x 25" will not be accepted.
(approximate size and weight of a box of copy paper)

I/we, occupants of Suite _____, 88 Davenport Road, Toronto, ON M5R 0A5 hereby indemnify and save harmless The Florian, TSCC 2280, its staff, employees, directors, management, agents and the security contractor, from any loss, costs, damage, injury or liability which I/we may suffer by reason of the signing for and/or accepting of incoming and outgoing deliveries such as but not limited to registered mail, non-registered mail, couriers, and parcels regardless of contents but especially those containing cash, keys or valuable items on behalf of the residents of the above noted suite at The Florian Concierge Desk.

**Accepted mail / parcels will only be held for a period of ten (10) days from the date of receipt,
which will then be returned to sender via the means of delivery.**

Please remember to notify the Concierge Desk if you are away from the building for an extended period of time so that these items will be accepted on your behalf.

ALL OCCUPANTS OF THE SUITE MUST SIGN THIS WAIVER TO UTILIZE THIS SERVICE.

I/We the undersigned acknowledge that I have read, understood, and agree to the above stated waiver.

SUITE: _____

☐ OWNER(S)

☐ TENANT(S)

Please print name clearly

Signature

Please print name clearly

Signature

Please print name clearly

Signature

DATED at Toronto, Ontario this _____ day of _____, 20____.



PET REGISTRATION FORM

Only two (2) household domestic pets (dog, cat, bird, etc.) weighing less than 30 lbs. (i.e. each dog **when full grown**) are permitted in the condominium unit. All dogs and cats must be kept under personal supervision and control and held by a leash at all times during ingress and egress from a Suite and while on the common elements.

SUITE NO: _____

PET OWNER'S MOVE IN DATE: _____

REGISTERED PET OWNER INFORMATION:

☐

OWNER

OR

☐

TENANT

First Name: _____

Last Name: _____

Numbers: (H): _____ (B): _____ (C): _____

Email: _____

First Name: _____ Last Name: _____

Numbers: (H): _____ (B): _____ (C): _____

Email: _____

PET REGISTRATION:

Name: _____

Weight: _____

Type: _____

Name: _____

Weight: _____

Type: _____

City Licensing/Registration No. _____ / _____

****OWNERS/RESIDENTS MUST SUBMIT PICTURE OF PET TO MANAGEMENT ALONG WITH THIS FORM ****

(Please attach a picture of your pet here)

(Please attach a picture of your pet here)

Primary Resident Signature: _____

Date: _____

OWNERS SIGNATURE (if tenanted): _____

Date: _____



SUITE KEY WAIVER FORM

This form registers individuals with the Concierge Desk who are authorized to have access into the building without being announced by the Concierge whether you are or are not at home.

I/We _____ of suite _____ allow the below individuals and/or trade contractors access into the building without being announced as a visitor or to perform work within the unit, whether I am or am not at home. If there is any loss, cost, damage or injury caused to the property resulting from the act or omission of these individuals, the undersigned agrees to be fully responsible and liable. The undersigned agrees to indemnify and hold harmless the Security, and all employees and Agents of TSCC 2280 and Crossbridge Condominium Services Ltd. – 88 Davenport Road from any responsibility or liability for actions, claims and demands whatsoever which the owner may now or hereafter have relating to the authorization to enter the premises without being announced.

I/We will notify the Management Office and/or Concierge Desk when an individual must be removed from this waiver and must then be announced as a Visitor.

Name _____

Expiry Date _____

Name _____

Expiry Date _____

Name _____

Expiry Date _____

Name _____

Expiry Date _____

Name _____

Expiry Date _____

Name _____

Expiry Date _____

I/We the undersigned acknowledge that I have read, understood, and agree to the above stated terms.

Please print name clearly

Signature

Please print name clearly

Signature

☐ OWNER(S)

☐ TENANT(S)

DATED at Toronto, Ontario this _____ day of _____, 20____.

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE : OWNERS(S) NAME(S) : _____
OWNER(S) ADDRESS : _____

TO : **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2280**
(the "Payee")

AND TO: Crossbridge Condominium Services Ltd. (the "Payee's Agent")

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

Name of Financial Institution : _____

Branch Address : _____

City, Province : _____

Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the 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 **88 Davenport Road, Toronto, Ontario, M5R 0A5**
2. A debit in the amount of \$ _____ may be drawn on the account, on the 1st day of each month, beginning the month of _____, 202_
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Crossbridge Condominium Services Ltd., c/o Accounting Department, 111 Gordon Baker Road, Suite 700, Toronto, Ontario M5R 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided 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.
9. 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 accountholder.

Date

Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

Date

Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

NOTE : For verification purposes, please enclosed 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 accountholder.

**WYSE METER SOLUTIONS**

Enrollment Centre
PO Box 95530 RPO Newmarket CTR
Newmarket, ON L3Y 8J8
Toll Free: 1.844.411.0663
Fax: 416.869.3004
billing@wysemeter.com

INDIVIDUAL ELECTRICITY BILLING ENROLLMENT FORM: RESIDENT

In order to set-up your account with Wyse Meter ("Wyse"), please complete all applicable fields, sign and date this form. Once complete you can either fax it to 416-869-3004, e-mail it to billing@wysemeter.com or mail it to: Wyse Enrollment Centre, PO Box 95530 RPO Newmarket CTR. Newmarket, ON. L3Y 8J8

PLEASE CHECK WHICH APPLIES		Is this building a; <input type="checkbox"/> Rental or <input type="checkbox"/> Condo	If Condo; Are you the <input type="checkbox"/> Owner or <input type="checkbox"/> Renter
RESIDENT NAME / ACCOUNT HOLDER		LAST	FIRST
ADDRESS (of electrical Service)		Unit # _____, at _____	
BILLING Address (if different from above)			
PHONE & EMAIL		Home	Work
		Cell	Email
SCHEDULE OF FEE'S NOTE: Security Deposit and Account Setup Fee To be included in your first bill		One Time Account setup Fee: \$50 Security Deposit: \$150.00 or \$75.00 if you sign up for the pre-authorization plan outlined below Disconnection/Reconnection Fee (each): \$65.00 during business hours/\$185 after hours Monthly Account Fee (incl. billing, admin, meter reading, web access to data etc.): LDC rates/suite Late Payment Fee: 1.5% of outstanding balance. NSF Fee: \$25 for the 1 st occurrence, \$50 each subsequent	
PRIVACY	In accordance with the <i>Personal Information Protection and Electronic Documents Act</i> and in addition to the consents granted under the Electricity Services Contract to be executed by the Resident named above, such Resident hereby consents to the collection, use and disclosure for billing, collection, auditing, and other necessary purposes by Wyse. The information is processed and stored with appropriate confidentiality levels as per Wyse's Privacy Policy. Our billing practices comply with applicable Ontario Energy Board Codes and Rules, associated policies, standards and procedures.		
I hereby request Wyse to make the necessary connections to supply electricity to the unit identified above. I understand that by submitting this completed form I/we will be enrolled for individual electricity billing. By signing below, I acknowledge my responsibility for paying the monthly utility bill, and that failure to do so will result in disconnection of services. I confirm that the information I have provided above and below is true and complete. If this account has multiple authorized signers, all must sign below.			RESIDENT MOVE-IN DATE
RESIDENT'S SIGNATURE		DATE	
LIFE-SAVING REQUIREMENTS	Wyse maintains a registry of its clients who, because of medical or other life-saving needs, require alternate sources of power in cases of planned power outages. If your life, or the life of a loved one residing with you at the address of electrical service shown above, depends on electrically-powered medical equipment, such as a ventilator or kidney dialysis machine, please let us know as soon as possible by: 1) signing below; and 2) forwarding a medical certificate or letter signed by your physician to the Wyse Enrollment Centre (address listed above). Please also ensure that you always have a sufficient back-up supply of electricity available as we cannot guarantee an uninterrupted supply of electricity. MY Life-Saving Equipment is: _____ Signed: _____		

For the terms and conditions of the provision of electrical sub-metering services, please see the Wyse Conditions of Service at www.wysemeter.com

PRE-AUTHORIZED PAYMENT AGREEMENT

For your convenience, Wyse can arrange for your monthly electricity bill to be paid automatically by Pre-Authorized Payment (PAP) from your bank account. To authorize this service, please complete the following form and submit it, along with a blank cheque marked 'VOID', to the Wyse Enrollment Centre at PO Box 95530 RPO Newmarket CTR. Newmarket, ON. L3Y 8J8. **See second page.

☐ If PAP chosen, security deposit will be \$75.00. If NOT chosen, security deposit will be \$150.00. Security deposit to be added to first billing. I/we hereby authorize Wyse and the financial institution designated below (or any other financial institution I/we may authorize at any time) to making deductions from the account shown below for monthly regular recurring payments and/or one-time payments from time to time as per my/our instructions, for payment of all charges arising under my/our Wyse account(s). Regular monthly payments for the full amount of services delivered will be debited to my/our specified account each month. Wyse will provide 10 days written notice of the amount of each regular debit. Wyse will obtain my/our authorization for any other one-time or sporadic debits. All persons who may sign on the account must also sign this form.

☐ I/we hereby authorize Wyse to draw the amount of the security deposit as required. This amount will precede any amounts required for the monthly payment.

OWNER NAME			For Office Use: UTILITY ACCOUNT #
FULL ADDRESS			
THIS IS YOUR AUTHORIZATION TO HONOUR PAYMENTS DRAWN ON:			
FINANCIAL INSTITUTION (3 digits)		BRANCH (5 digits) & ACCOUNT NUMBER (7 or more digits)	
BANK FULL ADDRESS			
TYPE OF ACCOUNT	<input type="checkbox"/> CHEQUING	<input type="checkbox"/> OTHER	TYPE OF SERVICE
	<input type="checkbox"/> SAVINGS			☐ PERSONAL ☐ BUSINESS
SIGNATURE (if this account has multiple authorized signers, all must sign)			DATE

ELECTRICITY SERVICES CONTRACT

This is the Electricity Services Contract ("Contract") between Wyse Meter ("Wyse") and the resident(s) signing the first page ("Resident"). It sets forth the terms and conditions under which Wyse will provide the Resident with services related to electricity smart sub-metering.

This Contract is effective only upon execution by the Resident. By signing the first page, the Resident agrees to the terms of this Contract. Any executed copy of this Contract made by reliable means (e.g., photocopy or facsimile) is considered an original.

Background

Wyse is the exclusive electricity sub-meter service provider for the building in which the Resident's unit is located. The Resident wishes to engage Wyse to provide metering, billing and related electricity services to the Resident's unit as set out on the signature page hereto (the "Unit") pursuant to the provisions of this Contract.

1. Agreement

- (a) In consideration of the Resident's payment of the Account Setup Fee, the Security Deposit if applicable, plus other fees and charges as shown on the Schedule of Fees set out on the first page, and the Resident's pledge to pay in full and in a timely manner all amounts duly billed and owing to Wyse for its services, Wyse agrees to provide individually-metered electricity services to the Resident, including but not limited to meter reading, billing and collection services on the terms and conditions of this Contract.
- (b) This Contract (including Wyse's Conditions of Service, as published from time to time, a copy of which is maintained in the building manager's office and is available on www.wysemeter.com) constitutes the entire agreement between the Resident and Wyse with respect to the subject matter of this Contract and supersedes all previous communications, representations and arrangements, whether written or oral.

2. Contract of Service

- (a) The Resident hereby contracts with Wyse for the provision of individual electricity metering, meter reading, billing and collection services to the Unit (the "Services").
- (b) The Resident acknowledges that Wyse is its sole provider of the Services to the Unit.
- (c) In order to set up an account for the provision of Services to the Unit, the Resident has entered into this Contract with Wyse and agrees to be responsible for and to pay all costs and expenses relating to the supply of electricity to the Unit.
- (d) All distribution rates are regulated and are set and approved by the Ontario Energy Board. The cost of power depends on customer category and may vary.
- (e) The Resident will pay (or will cause to be paid) all fees and charges for electricity services plus applicable taxes in accordance with Wyse's monthly invoices. Manner of payment will be specified on each invoice (Pre-Authorized Payment, direct banking, or by cheque made payable to Wyse Meter). Wyse shall deliver the monthly invoice to the Billing Address as set out in Individual Billing Enrollment Form: Resident, submitted by the Resident to Wyse.
- (f) Late payments will be subject to a late payment surcharge of 1.5% per month or 19.56% per annum (on outstanding balance) and, at the option of Wyse, the Resident will be responsible for any collection costs incurred by Wyse.
- (g) The Resident agrees to be subject to Wyse's Security Deposit policy, which can be found in Wyse's Conditions of Service.
- (h) The Resident acknowledges and agrees that they will be charged for electricity consumption based on rates associated with the master electrical meter for the building in which the Unit is located.
- (i) The Resident agrees to abide by Wyse's Conditions of Service in effect and as amended by Wyse from time to time.
- (j) The obligations of Wyse are subject to force majeure, e.g. disruption of services due to strike, lock-out, labour disruption, operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of Wyse.
- (k) If there is a disruption in the supply of electricity (as provided in the Ontario Energy Board's Distribution System Code), Wyse will not be liable under any circumstances for any damages or loss whatsoever, including but not limited to any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
- (l) The Resident acknowledges that all equipment relating to smart metering located in the Unit are not in any way his / her property.
- (m) In the event that the Resident desires to sell or otherwise dispose of his/her interest in the Unit, the Resident shall cause the prospective purchaser, as a condition of its purchase of the Unit, to enter into an Electricity Services Contract and to provide all related documents, each in Wyse's then standard form.
- (n) In the event that the Resident desires to lease or sub-lease the Unit, the Resident shall cause the prospective lessee or sub-lessee, as a condition of its lease or sub-lease, to enter into an Electricity Services Contract and to provide all related documents, each in Wyse's then standard form, and the Resident acknowledges and agrees that he/she shall remain liable for all its obligations to Wyse under this Contract until terminated in accordance with its terms.
- (o) The Resident hereby consents to the disclosure by its landlord, building manager, condominium developer or condominium corporation, as applicable, to Wyse of his/her personal information and the collection and use by Wyse of his/her personal information. The Resident further consents to the disclosure by Wyse of his/her personal information to the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable, its third party billing and settlement companies and Wyse's current and potential lenders, investors, assignees and purchasers of contracts or payments (a "Purchaser"). The Resident agrees that Wyse and its Purchasers may perform credit reference checks and that the personal information provided to Wyse or such Purchaser or which Wyse or its Purchaser requests/obtains as a result of the credit reference check is confidential and will be handled in accordance with Wyse's privacy policy, a copy of which is available on Wyse's website at www.wysemeter.com, or such Purchaser's privacy policy, as applicable.
- (p) The Resident agrees that Wyse may subcontract its obligations to the Resident under this Contract to qualified third parties. In addition, the Resident agrees that Wyse may assign this Contract to third parties without the consent of the Resident on the understanding that any such assignees shall agree to be responsible for the obligations of Wyse to the Resident under this Contract. In the event of any such assignment by Wyse, the Resident agrees to make all payments to such third parties upon notice from Wyse or the applicable assignee.
- (q) One party will notify the other party in writing, where notice of anything is required by this Contract. All such notices will be sent to the intended recipient at the address stated on the signing page of this Contract, or to such other address as the recipient may from time to time specify by notice in writing, by sending the same by pre-paid postage, personal delivery, facsimile or email. If sent by post, the notice will be deemed to be delivered forty-eight (48) hours after posting. If sent by personal delivery, the notice will be deemed to be delivered upon receipt by the addressee. If delivered by fax or email, the notice will be deemed to be delivered at 9 a.m. on the next business day.
- (r) This Contract shall terminate automatically upon the earlier of the termination of the Sub-metering Services Agreement between Wyse and the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable, or, if the Resident is not the owner of the Unit, the termination of the Resident's tenancy with respect to the Unit. Upon termination, the Resident shall be required to pay to Wyse all amounts outstanding to Wyse in consideration of the Services up to the date of termination.

** Notification of change or revocation of the PAP authority granted herein must be received at least 30 business days before the next debit is scheduled at Wyse's address above. You may obtain a sample cancellation form or more information on your right to cancel a PAP Agreement at your financial institution or by visiting www.cdnpay.ca. Wyse may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to you. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAP Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.