



May 27, 2021

RE: Suite 1603 Unit 3 Level 15, Locker LC-136 Unit 136 Level C, Locker LC-137 Unit 137 Level C, Parking PB-031 Unit 31 Level B, Parking PB-032 Unit 32 Level B of York Region Standard Condominium Corporation No. 1255

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 York Region Standard Condominium Corporation No. 1255, c/o Crossbridge Condominium Services Ltd., 9255 Jane Street, Vaughan, ON L6A 0K1 or by email to BellariaResidences@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 (905)832-9002 with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

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

Anca Encutu
Property Manager

Enclosures

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

York Region Standard Condominium Corporation No. 1255 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: YRSCC 1255 - Bellaria Residences
c/o Crossbridge Condominium Services Ltd.
9255 Jane Street
Vaughan, ON L6A 0K1
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: Anca Encutu, (905)832-9002

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Margaret Sassi	Director	Same Above	(905)832-9002
Adriana Sinopoli	President	Same Above	(905)832-9002
Concetta Mucci	Secretary	Same Above	(905)832-9002
Marco D'Ercole	Treasurer	Same Above	(905)832-9002
Frank Venneri	Vice President	Same Above	(905)832-9002

Common Expenses

5. The owner of Suite 1603 Unit 3 Level 15, Locker LC-136 Unit 136 Level C, Locker LC-137 Unit 137 Level C, Parking PB-031 Unit 31 Level B, Parking PB-032 Unit 32 Level B at 9255 Jane Street, Vaughan, ON L6A 0K1 of York Region Standard Condominium Corporation No. 1255, 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 \$1085.75 for a total fee of \$1085.75 is due on 01 Jun 2021 for the period 01 Jun 2021 to 30 Jun 2021. This

amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

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, Alectra Utilities at 1-833-253-2872 or at www.alectrautilities.com to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.

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

Budget

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s), except:
 - a. We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation).
 - b. It appears that the COVID-19 crisis may cause the condominium corporation to incur expenses beyond the current budget. We won't know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crisis is behind us.
 - c. On November 1, 2019, amendments to the Ontario Rebate for Electricity Consumers Act, 2016 (ORECA) came into force making the common area hydro account ineligible for the Ontario Electricity Rebate of 18.9%. If there is no legislated change, the current rates for the common area hydro account will increase by 18.9% after October 31, 2022.
 - d. The Board of Directors of YRSCC 1255 has recently approved the budget for fiscal year June 1 2021 to May 31 2022, with an increase of 3.8% in common element fees. The new budget will be distributed to the owners on file in the coming weeks.

Reserve Fund

13. The Corporation's reserve fund amounts to \$ 1,569,285.47 (unaudited) as of April 30, 2021.

14. The most recent Reserve Fund Study conducted by the Board is a [Reserve Fund Study update without site visit](#), dated [July 31, 2018](#) and has been prepared by [Morrison Hershfield Limited](#). The next reserve fund study will be conducted before [June 1, 2023](#).
15. N/A
16. The board has sent to the owners a notice dated [April 30, 2020](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented [June 1, 2020](#) and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
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. It is an outstanding judgment against the Corporation.
 - a. YRSCC 1255 has been named as a co-defendant in a claim commenced in the Superior Court of Justice (CV-17-581829) for purportedly unpaid invoices to a former security company. The board of directors of YRSCC 1255 was not aware of the claim and the plaintiff has noted YRSCC 1255 in default, which is in process of being set-aside. The parties are currently in settlement negotiations to resolve all issues, and if same fails the Corporation expects to file a defence.
19. The Corporation is a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
 - a. YRSCC 1255 has been named as a co-defendant in a claim commenced in the Superior Court of Justice (CV-17-581829) for purportedly unpaid invoices to a former security company. The board of directors of YRSCC 1255 was not aware of the claim and the plaintiff has noted YRSCC 1255 in default, which is in process of being set-aside. The parties are currently in settlement negotiations to resolve all issues, and if same fails the Corporation expects to file a defence.
 - b. YRSCC1255 has been named as a co-defendant in a claim commenced in the Superior Court of Justice (CV-19-00140254-0000) for an alleged accident which occurred on or about 16 June 2018 at the premises of 9255 Jane Street, Maple, Ontario. The plaintiffs are claiming a total of \$600,000 plus costs. YRSCC1255's insurance is defending the claim.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.

22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

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

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

OR

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

~~(If applicable, include a copy of the agreements with this certificate and mention them in the list of documents forming part of this certificate.)~~

Leasing of Units

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

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 67 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* ~~[if applicable add: except _____ (give a brief description and a statement of their purpose)].~~

Insurance

26. The corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*. **Each unit owner is advised to carefully review the enclosed Certificate of Insurance, including the extent of any deductibles**, and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements

to their individual units. As well each unit owner insurance policy should also include personal third-party liability insurance, reimbursement for living expenses outside of your unit and **protection against any deductible charges that might accrue to the unit owner from the Condominium Corporation.** The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit by-law or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.

Phased condominium corporations

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

Attachments

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

- (a) a copy of the current declaration, by-laws and rules, which include an occupancy standards by-law. NOTE: The Board of Directors has adopted a Virtual Attendance and e-Voting bylaw. The owners of YRSCC 1255 had the opportunity to vote on the approval of this by-law at the AGM meeting held on January 14, 2021. The By-law was approved by the owners, please see attached copy of By-law No. 10 – Virtual Attendance and e-Voting.
- (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
- (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
- (d) a certificate or memorandum of insurance for each of the current insurance policies.

[if applicable add the following items:

- ~~(e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- ~~(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- ~~(g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated [April 30, 2020](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- ~~(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- ~~(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and~~

~~the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~

~~(k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~

~~(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~

Rights of person requesting certificate

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

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

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

Crossbridge Condominium Services Ltd.
Agent acting on behalf of:
York Region Standard Condominium Corporation No. 1255

Anca Encutu *

Date May 27, 2021

Anca Encutu
Authorized Signing Officer
I have the authority to bind the Corporation

Kyle Kingston *

Date May 27, 2021

Kyle Kingston
Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

OFFICE SCHEDULE

Number YR 2128487
CERTIFICATE OF RECEIPT

MAY 20 2014 13:50

YORK REGION
No. 65
AURORA


LAND REGISTRAR

**DECLARATION
CONDOMINIUM
ACT, 1998**

**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255
NEW PROPERTY IDENTIFIER'S BLOCK 29786**

**RECENTLY: 1stly: Pt W3/4 Lot 16 Con 4, Pts 35, 36 & 37
65R31246 except Pts 7 & 8 65R33344 Pin 03330-3333(LT)
2ndly: Pt W3/4 Lot 16 Con 4, Pts 9, 10, 11 & 12 65R33344 Pin
03330-3335 (LT)
DECLARANT: SOLMAR INC.**

SOLICITOR: Tais Davis

ADDRESS: 122 Romina Drive, Concord, Ontario L4K 4Z7

PHONE: 905-660-9222

FAX: 905-660-4002

No. OF UNITS 757

FEES: \$70.00 + (\$5.00 x 757 number of units) = \$3,855.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

SOLMAR INC.

(hereinafter called the "Declarant")

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

AND WHEREAS the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act (but is not a "phased condominium" created under Part XI of the Act);

AND WHEREAS the Declarant has constructed a seventeen storey building upon the said lands containing 236 residential dwelling Units, 259 parking units, 227 locker units, 34 parking/locker units and 1 guest suite (herein and hereinafter defined as the "Building" or "Tower 4").

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

CAUTION: That portion of the Condominium building shown in hatched outline on the description (Being Part 1, Sheet 1) encroaches upon the adjoining lands and is not governed by the Condominium Act, 1998

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

SECTION 1 - Definitions

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

- (a) "Tower 4" means respectively the fourth phase of the residential development comprising multi-Unit residential buildings and appurtenances constructed respectively on the Condominium Lands (hereinafter defined), and collectively shall hereinafter be referred to as the "Buildings";
- (b) "Common Elements" or "common elements" means all the property, except the Units;
- (c) "Common Interest" or "common interest" means the interest in the common elements appurtenant to a Unit;
- (d) "Common Interior Roadway" means the roadway constructed or to be constructed on all or part of the Condominium Lands for the purpose of providing vehicular access and egress between the said lands and Building thereon and the lands and public roadways adjacent thereto.
- (e) "Condominium Lands" means respectively the lands on which all four phases are proposed to be constructed;

- (f) "Corporation" means the corporation created upon the registration of the Declaration and description on the Condominium Lands;
- (g) "Exterior Landscaped Areas and Facilities" means the outdoor exterior landscaped area on grade level, any roof top landscaped area, if any, the pedestrian walkways and garage ramps, situate within the common element areas of the Corporation;
- (h) "Garage" means the underground parking garage containing the parking units, the locker units, parking/locker units, service units and some of the common areas of the Building;
- (i) "Outdoor Pedestrian Walkway" means the paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Condominium Lands for the purpose of providing pedestrian access to the Building, and their appurtenances and to the adjacent lands;
- (j) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (k) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
- (l) "Proportionate Share" in relation to the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the Garage means the respective costs to be borne by each of the unit owners, towards the total amount of costs incurred in the operating, maintaining, repairing and inspecting of those facilities;
 - (m) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the corporation and becoming effective pursuant to Section 58 of the Act;
 - (n) "Shared Servicing Systems" means the servicing systems servicing the Units and/or common elements of the Building including certain parts of the storm and sanitary system, telephone and cable system and other such systems;
 - (o) "Specific Servicing Easements" means the specific service systems serving and supplying services to the Corporation including, without restricting the generality of the foregoing, mechanical systems, safety systems, underground storm and sanitary sewer pipes, water pipes and electrical conduits and systems, cable and telephone wires and lines and gas lines, together with all appurtenances thereto, and which are specifically located and identified and more fully described and set forth in this Declaration;
 - (p) "Unit" means a part or parts of the Property, included in the description and designated as a Unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

SECTION 2 - Statement of Intention

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

SECTION 3 - Consent of Encumbrances

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

SECTION 4 - Boundaries of Units and Monuments

Each Residential Unit and Guest Suite Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'. Each residential unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'.

Each Residential Unit and Guest Suite Unit **shall exclude** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all exterior doors and windows, door and window frames, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out that supply service or support to another unit(s) or the common element.

Each Parking Unit and Parking/Locker Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachment, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), floor drains and sump pumps which may be located within any such Parking Unit or Parking/Locker Unit.

Each Locker Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Locker Unit.

SECTION 5 - Common Interest and Common Expenses Allocation

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

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

(a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owner of each residential dwelling Unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.

(b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use visitors' parking spaces located within the property, if any, such parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Buildings and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

SECTION 7 - Mailing Address and Address for Service

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

122 Romina Drive, Concord, Ontario, L4K 4Z7

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

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 8 - Meaning of Common Expenses

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

SECTION 9 - Payment of Common Expenses

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

SECTION 10(a) - Reserve Fund

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

(ii) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.

(iii) In accordance with section 94 of the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

SECTION 10(b) - Check Metering of Utilities

(i) The Corporation shall contract for the purchase of electricity from the appropriate local distribution company, with an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or from the Electricity Metering Company for the supply of electricity to his/her Unit. Electricity consumption in each Owner's Unit shall be measured by the suite metering system ("SMS") operated by the company that installed the SMS (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Unit Owner, and the Electricity Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party (ies) to the agreement for

any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Unit Owner, as the case may be, shall assume all such liabilities and obligations from such date.

(ii) Each Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her Unit. The Unit Owner shall remit payment to the Electricity Metering Company for electricity consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the residential dwelling Units shall not form part of the common expenses.

(iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Unit Owner contracts directly with the utility supplier:

(iv) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company by the Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company and shall thereupon be a debt owed by the Owner of the Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.

(v) In the event a Unit Owner is in default of payment of invoices to the Electricity Metering Company as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.

(vi) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.

(vii) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Units and the common elements by Electricity Metering Company or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company for the purposes of conducting inspection, maintenance, repair and reading of the SMS. Work that is required within a Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any SMS is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.

SECTION 11 - Certificate of Common Expenses

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

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION 12 - General Use

(a) Unit 4 on Levels 2 to 12 and 14 to 17 inclusive will have Rotovent-type windows installed at exterior window locations in lieu of standard operable windows to comply with

acoustic requirements. These windows will permit the entry of fresh air through mechanically operated louvers that the Unit Owner could manually control through a slide mechanism.

(b) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easements and rights registered against the property.

(c) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the by-laws.

(d) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use visitors' parking spaces located within the property, if any, such spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Building and any Other Units.

(e) Dogs weighing more than 5 pounds are not permitted in the building. Furthermore, dogs are to be held by their owners while traveling through all indoor common areas and shall be on a leash while in outdoor amenity areas.

(f) The Owners of Units whose appurtenant balcony or terrace has a receptacle, installed by the Declarant at its sole option and discretion, for the connection of natural gas barbeques shall be permitted to barbeque on their respective balcony or terrace using natural gas only. Save and except for barbequing using natural gas, no other type or manner of barbequing whatsoever shall be permitted on such area. The Owners of Units will be permitted to barbeque using the barbeque to be provided as part of the amenity centre as described in Section 38 of this Declaration, pursuant to the rules of the Corporation. Except as set out in this sub-paragraph, no barbequing in any form whatsoever shall be permitted in any Unit or on any part of the Common Elements or exclusive use common element areas.

SECTION 13 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

SECTION 14 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3 %) per cent of the Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a

service that the Corporation provides.

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

PART FOUR - OWNERSHIP OF PARKING AND LOCKER UNITS

SECTION 15 - Restrictions on Disposition of Parking and Locker Units

- a) Any or all of the parking, parking/locker and locker units in the Corporation may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provide however, that any sale, transfer, assignment or other conveyance of any parking, parking/locker or locker units shall be made only to the Declarant, to the Corporation, or to any Owner of a residential unit in this Corporation, or in Tower 1, Tower 2 and Tower 3. Parking units and locker units may be leased to tenants in actual occupation of residential units.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any parking unit, parking/locker or locker units (or similar type

unit), in contravention of any of the foregoing provision of this section, shall be null and void and of no force or effect whatsoever.

PART FIVE - OCCUPATION AND USE OF UNITS

SECTION 16 - General Use

(a) Unit 4 on Levels 2 to 12 and 14 to 17 inclusive will have Rotovent-type windows installed at exterior window locations in lieu of standard operable windows to comply with acoustic requirements. These windows will permit the entry of fresh air through mechanically operated louvers that the Unit Owner could manually control through a slide mechanism.

(b) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of any easements or rights registered against the property or any zoning by-law respecting such Units. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof. Subject to restrictions, zoning requirements, etc. of the municipality and other relevant authorities, the foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient, short term and/or long term residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other residential dwelling Unit Owner(s).

(c) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the by-laws, the Rules, any rights and easements registered against the property.

(d) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to join the two residential dwelling Units to create one living area if the following conditions are satisfied:

- (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
- (ii) the Owner receives the prior written consent from the board;
- (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to Corporation and in a good and workmanlike manner;
- (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
- (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

SECTION 17 - Use of Parking Units

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

provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

Notwithstanding any provision in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, an Owner of a parking Unit, its tenant and their designated agents and/or employees shall not be permitted access to any portion of the common elements save and except to gain access to and egress from his parking Unit, unless such Owner or tenant is also an Owner or tenant of a residential dwelling Unit in the Buildings.

PART SIX - LEASING AND SELLING OF UNITS

SECTION 19 - Notification of Lease

(a) The Owner of a Unit is not permitted to lease or rent a Unit without first obtaining the board of directors approval of any prospective tenant. The Owner of a Unit must provide to the board of directors the financial and credit history of the proposed tenant and any additional background checks that the board of directors may request. The Owner of a Unit is not permitted to lease or rent a Unit for a term of Less than twelve (12) months.

(b) The Owner of a Unit who has received the board of directors approval to lease or rent a Unit or renews a lease or rental agreement of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:

(i) notify the Corporation that the Unit is leased or rented;

(ii) provide the Corporation with the lessee's/renter's name, the Owner's address and a copy of the lease, rent agreement or renewal or a summary of it in the form prescribed by section 83 of the Act; and

(iii) provide the lessee or renter with a copy of the Declaration, by-laws and Rules of the Corporation.

(c) If a lease or rent of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.

(d) In addition, no Owner other than the Declarant shall lease or rent his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

(e) Owners are not allowed to sell a Unit until six (6) months after final closing. Open houses of listed Units after the six (6) month period shall take place by appointment only on Mondays and Thursdays from 9:00 am to 5:00 pm and must be scheduled through the concierge and must abide by the Corporation's Rules.

SECTION 20 - Tenant's Liability

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

SECTION 21 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION 22 - Maintenance and Repairs to Unit

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

SECTION 23 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony, terrace, patio or front yard area the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use or shared exclusive use of any balcony, terrace, patio, front yard area, outdoor concrete steps and walkway and parking unit shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board. Neither salt nor any other product or substance which may damage or harm the exclusive use areas, or any other part of the Property, shall be used to de-ice the exclusive use areas.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony, terrace, patio, front yard area or outdoor concrete steps and walkway and parking unit the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's, request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or

maintain.

PART EIGHT – INSURANCE

SECTION 24 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.

(b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Easement and Cost Sharing Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (ii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
- (iii) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in Section 24(b) above.

SECTION 25 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 24(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained pursuant to the Easement

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

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

SECTION 26 - Indemnity Insurance

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

SECTION 27 - Insurance Maintained by the Individual Unit Owners

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

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

SECTION 28 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or by-laws in force from time to time by any Owner, his family, guests, tenants, licensees, invitees, customers or occupants of his Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

PART NINE - DUTIES OF THE CORPORATION

SECTION 29 - Duties

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

- (a) To enter into any and all required easement agreements and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) The Corporation shall provide or cause to be provided all services required to

allow the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway and the Garage to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used; and

(c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any other residential dwelling Unit Owner(s), or any property manager acting on behalf of any residential dwelling Unit Owner or group of residential dwelling Unit Owners, from leasing or renting any residential dwelling Unit(s) in the Building from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or Rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect the minimum duration of any proposed tenancy, license or occupancy period in respect of any residential dwelling Unit(s), and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient, short term or long term residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other residential dwelling Unit Owner(s).

PART TEN - GENERAL MATTERS

SECTION 30 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph 30(b), the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the Garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

SECTION 31 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount ("the Amount") of money

required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

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

SECTION 32 - Invalidity

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

SECTION 33 - Waiver

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

SECTION 34 - Notice

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

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any

other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

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

SECTION 35 - Construction of Declaration

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

SECTION 36 - Headings

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

SECTION 37 - Guest Suite Sales Agreement

The Declarant will sell to the Corporation and the Corporation agrees to purchase one guest suite (unit 2, level 1) one year after the registration of the Declaration upon the following terms:

(i) the sale price will be ONE HUNDRED, THIRTY SIX THOUSAND, EIGHT HUNDRED DOLLARS (\$136,800) based upon a selling price of FOUR HUNDRED DOLLARS (\$400.00) per square foot. The guest suite unit will be 324 square feet.

(ii) the Corporation will provide a 25% deposit to the Declarant and in the amount of THIRTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200).

(iii) the balance of the purchase price will be paid via a vendor take back mortgage in the amount of ONE HUNDRED AND TWO THOUSAND, SIX HUNDRED DOLLARS at the rate of 8% interest per annum, payable monthly with a 5 year term and a 25 year amortization schedule. The vendor take back mortgage shall be open for prepayment without notice or bonus.

SECTION 38 - Amenities

There is presently proposed to be constructed an amenity centre which will be comprised of the following:

Level 1, the ground floor;

- a) main lobby
- b) mail room
- c) concierge facility including washroom and parcel storage area
- d) reading room
- e) one guest suite to be used by the guests of the residents of the condominium (sale terms by Declarant to Corporation are as set out in section F(c) of this Disclosure Statement)

Level A;

- (a) party room equipped with kitchen and private dining area
- (b) lounge with bar and outdoor patio. The rear patio amenity space shall include two gas barbeques
- (c) exercise room with fitness equipment, a yoga/aerobics room and aqua trainer
- (d) men's and women's change rooms with shower and steam rooms
- (e) lobby
- (f) Condominium management office with boardroom
- (g) Theatre room

SECTION 39- FOUR PHASED PROPOSED BUILDINGS ON THE PROPERTY AND A 24 HOUR MANNED GATE HOUSE

Four phased buildings are proposed to be built on the property. As part of the shared facilities and to be included in the Tower 2 condominium lands will be a 24 hour manned gate house for the benefit of all four buildings. Upon registration of Tower 4, the Corporation shall assume one-quarter (1/4) of the cost of the shared facilities.

SECTION 40- VALLEY LANDS

The valley lands as set out on the sketch showing proposed development annexed hereto will be conveyed to the City of Vaughan. _

SECTION 41- FUTURE DEVELOPMENT LANDS

The Declarant is the registered owner of lands described as 'Future Development Lands' on a sketch annexed hereto as Schedule X. Should the said lands develop as residential building(s) the shared facilities will be adjusted in order to include the said building(s) as a participating component of the shared facilities. All other land uses, other than residential use, will not be required to participating in any cost sharing of services or facilities.

SECTION 42- COST SHARING AGREEMENT FOR CERTAIN SHARED FACILITIES, EASEMENTS AND SHARED SERVICES

The Corporation and the Declarant shall enter into a cost sharing agreement at the time of the registration of the Declaration for this Condominium for all existing and proposed future phases in the form annexed hereto as Schedule H.

DATED in the City of Vaughan, in the Province of Ontario this 15th day of MAY, 2014 _____.

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

SOLMAR INC.

Per: _____

Name: DENNY MAROTTA

Title: PRESIDENT

I have authority to bind the Corporation.

SCHEDULE "A"
TO THE DECLARATION OF
SOLMAR INC.

LEGAL DESCRIPTION OF LANDS

IN THE CITY OF VAUGHAN, in the Regional Municipality of York and Province of Ontario being composed of:

FIRSTLY:

Part of the west three quarters of Lot 16, Concession 4, Geographic Township of Vaughan, designated as Parts 35, 36 and 37, Plan 65R-31246 save and except Parts 7 and 8, Plan 65R-33344, which are deposited in the Land Registry Office for the Land Titles Division of York Region (No. 65)

Being part of P.I.N. 03330-3333 (LT).

SECONDLY:

Part of the west three quarters of Lot 16, Concession 4, Geographic Township of Vaughan, designated as Parts 9, 10, 11 and 12, Plan 65R-33344.

Being part of P.I.N. 03330-3335 (LT).

The above FIRSTLY and SECONDLY described lands are hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR952098.

SUBJECT TO right-of-ways or rights in the nature of easements in favour of York Region Standard Condominium Plan No. 1139, in, over, along and upon part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R-31246 and Part 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1260114.

SUBJECT TO an easement in favour of Rogers Communications Inc. over part of the west three quarters of Lot 16, Concession 4, designated as Parts 9, 10, 11 and 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1610515.

SUBJECT TO right-of-ways or rights in the nature of easements in favour of York Region Standard Condominium Plan No. 1201, which are as follows:

- a) In, over, along and upon part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R-31246 and Part 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- b) A right of support in, from and through part of the west three quarters of Lot 16, Concession 4, designated as Parts 9 and 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.

SUBJECT TO an easement in favour of Rogers Communications Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR1887461.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of part of the west three quarters of Lot 16, Concession 4, designated as Parts 23, 24 and 25, Plan 65R-30649 (being part of PIN 03330-3333) and Part 26, Plan 65R-30649 and Parts 13 and 14, Plan 65R-31246 (being part of PIN 03330-3335) and hereinafter referred to as the "Commercial Lands" in and through the common elements located outside of the building structure of the Condominium Lands and in the air space for the free, unimpeded and uninterrupted passage of an overhead crane(s) swings and hording necessary for construction of the building or buildings to be situate within the Commercial Lands, which said right-of-way or right in the nature of an easement shall end upon the completion of the construction of said building or buildings.

TOGETHER WITH easements in favour of the Condominium Lands over:

- a) Part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R30649 for the purposes as set out in Instrument No. YR1123240.
- b) Part of the west three quarters of Lot 16, Concession 4, designated as Parts 32 and 37, Plan 65R-30649 for the purposes as set out in Instrument No. YR1123240.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1113, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1113, designated as Parts 2 and 5, Plan 65R-30649 for the purposes as set out in Instrument No. YR1135490.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1113, designated as Parts 6, 7 and 8, Plan 65R-30649 for the purposes as set out in Instrument No. YR1135490.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1139, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of Unit 11, Level 1 and part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 2, 5, 7, 17 and 44, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 4 and 6, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- c) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 10, 11, 29 and 45, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- d) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 15, 16 and 17, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- e) In and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.

- f) A right of support in, from and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.
- g) In, over, along and through the common elements of York Region Standard Condominium Plan No. 1139, as set out in Instrument No. YR1260114.
- h) In, over, along and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.
- i) In, over, along, upon and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.

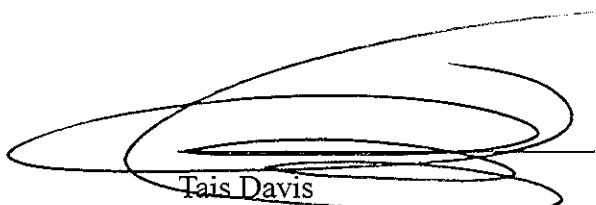
TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1201, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1201, designated as Parts 26 and 39, Plan 65R-31246 and Parts 4, 5 and 13, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1201, designated as Part 58, Plan 65R-31246 and Part 6, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- c) In, over, along, under, through and upon the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.
- d) In and through the common elements of York Region Standard Condominium Plan No 1201, for the purposes as set out in Instrument No. YR1758462.
- e) A right of support in, from and through the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.
- f) In over, along and through the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in YR1758462.
- g) In, over, along, upon and through the common elements of York Region Standard Condominium Plan No. 1201, as set out in Instrument No. YR1758462.
- h) In, over, along and through the common elements located outside the face of the building structure of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.

In our opinion, based on the Property Identifier number and the plans and documents recorded in them, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the lands and appurtenant easements.

April 10, 2014

Dated



Tais Davis

Solicitor for the Declarant

SCHEDULE "B"
TO THE DECLARATION OF
SOLMAR INC.

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

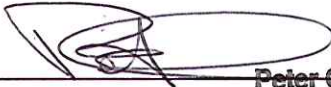
a.i.1. HSBC Bank Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. YR1864517 in the Land Registry Office for the Land Titles Division of York Region.

a.i.2. HSBC Bank Canada consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.

a.i.3. HSBC Bank Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

a.i.4. HSBC Bank Canada is entitled by law to grant this consent and postponement.

DATED this 10th day of April, 2014.

Per: 
Name: Peter Capani
Title: Assistant Vice President
Commercial Real Estate

Per: 
Name: JEFF B. PARKES
Title: VICE PRESIDENT
COMMERCIAL REAL ESTATE

I/We have authority to bind the Corporation.

SCHEDULE "B"
TO THE DECLARATION OF
SOLMAR INC.

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


a.i.1. Travelers Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. YR1865606 in the Land Registry Office for the Land Titles Division of York Region.

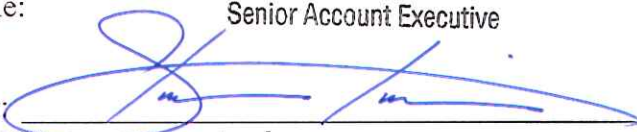
a.i.2. Travelers Insurance Company of Canada consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.

a.i.3. Travelers Insurance Company of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

a.i.4. Travelers Insurance Company of Canada is entitled by law to grant this consent and postponement.

DATED this 9th day of April, 2014.

Per: 
Name: **Sara Ahmadi**
Title: **Senior Account Executive**

Per: 
Name: **Steve Irwin**
Title: **Senior Account Executive**

I/We have authority to bind the Corporation

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Parking Unit, Parking/Locker Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 and 3 to 7, inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 and 3 to 7, inclusive of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Residential Unit, Guest Suite Unit, Parking Unit, Parking/Locker Unit and Locker Unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(Being Unit 1 and Units 3 to 10, inclusive on Level 1, Units 1 to 13, inclusive on Level 2, Units 1 to 15, inclusive on Levels 3 to 13, inclusive, Units 1 to 14, inclusive on Level 14, Units 1 to 13, inclusive on Level 15, Units 1 to 14, inclusive on Level 16 and Units 1 to 8, inclusive on Level 17 as illustrated on Part 1, Sheets 1, 3 and 4 of the Description filed concurrently herewith):

1. Each Residential Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The upper surface and plane and production of the drywall suspended ceiling for the units on Levels 1, 2, 15, 16 and 17 and, any portions of units where there is no unit directly above.
 - III) The lower surface and plane and production of the concrete ceiling slab for the units on Levels 3 to 14, inclusive.

2. Each Residential Unit shall be bounded horizontally by:
 - I) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common elements.
 - II) The unfinished unit side surface and plane of all exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
 - III) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface and plane of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. BOUNDARIES OF THE GUEST SUITE UNIT

(Being Unit 2 on Level 1 as illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith)

1. The Guest Suite Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The upper surface and plane and production of the drywall suspended ceiling.

2. The Guest Suite Unit shall be bounded horizontally by:
 - I) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from common elements.
 - II) The unfinished unit side surface and plane of all exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.

- III) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface and plane of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(Being Units 1 to 13 inclusive, 16 to 18 inclusive, 20 to 23 inclusive, 25 to 31 inclusive, 38 and 41 to 52 inclusive, on Level A; Units 1 to 19 inclusive, 22 to 29 inclusive, 31 to 40 inclusive, 42 to 52 inclusive, 54 to 56 inclusive, 58 to 60 inclusive, 63, 65 to 112 inclusive and 115 to 117 inclusive, on Level B and Units 1 to 19 inclusive, 22 to 29 inclusive, 31 to 40 inclusive, 42 to 57 inclusive, 59 to 61 inclusive, 63 to 65 inclusive, 68, 70 to 119 inclusive and 122 to 124 inclusive, on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith)

1. Each Parking Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The plane established 2.10 metres above and parallel to the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.
2. Each Parking Unit shall be bounded horizontally by one or a combination of:
 - I) The unitside surface and plane of the concrete/concrete block wall and/or the production thereof.
 - II) The vertical plane established by the line and face of the concrete columns and/or the production thereof.
 - III) The vertical plane established by the centre-line of columns and/or the production thereof.
 - IV) The vertical plane established by measurement.
 - V) The vertical plane established by measurement and perpendicular to the face of concrete/concrete block wall or its production.
 - VI) The vertical plane established by the centreline of columns and perpendicular to the face of the concrete/concrete block wall or column or its production.

4. BOUNDARIES OF THE PARKING/LOCKER UNITS

(Being Units 14, 15, 19, 24, 32 to 37 inclusive, 39 and 40 on Level A; Units 20, 21, 30, 41, 53, 57, 61, 62, 64, 113 and 114 on Level B and Units 20, 21, 30, 41, 58, 62, 66, 67, 69, 120 and 121 on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith).

1. Each Parking/Locker Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The plane established 2.10 metres above and parallel to the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.
 - III) The lower surface and plane of the concrete/concrete block wall
2. Each Parking/Locker Unit shall be bounded horizontally by one or combination of the following:
 - I) The unitside surface and plane of the concrete/concrete block wall and /or the production thereof.
 - II) The vertical plane established by the centreline of columns and perpendicular to the face of concrete/concrete block wall or column.

- III) The vertical plane established by measurement.
- IV) The vertical plane established by the line and face of the concrete columns and/or the production thereof.
- V) The vertical plane established by measurement and perpendicular to the face of the concrete/concrete block wall or its production.
- VI) The vertical plane established by the centerline of columns and /or the production thereof.


5. BOUNDARIES OF THE LOCKER UNITS

(Being Units 53 to 57 inclusive, on Level A; Units 118 to 186 inclusive, on Level B and Units 125 to 277 inclusive, on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith):

1. Each Locker Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The lower surface and plane of the steel wire mesh and steel frames forming the ceiling for Units 118 to 181 inclusive, on Level B and Units 125 to 272 inclusive, on Level C.
 - III) The lower surface and plane of the unfinished concrete ceiling slab for Units 53 to 57 inclusive, on Level A, Units 182 to 186 inclusive, on Level B and Units 273 to 277 inclusive, on Level C.
2. Each Locker Unit shall be bounded horizontally by one or a combination of:
 - I) The unit side surface and plane of the steel wire mesh and steel frame walls separating the unit from another such unit or from the common elements.
 - II) The unit side surface and plane and production of the concrete/concrete block wall or column separating the unit from another such unit or from the common elements.
 - III) The unit side surface of the steel wire mesh door, wood or metal door and door frames, such doors being in closed position.

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 and 3 to 7 inclusive of the Description.

MARCA 26, 2014
Dated


Y. Wahba
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 "D"
TO THE DECLARATION OF
SOLMAR INC.

<u>Unit No.</u>	<u>Level</u>	<u>Percentage Interest in Common Elements</u>	<u>Percentage Contribution to Common Expenses</u>
1	1	0.3082	0.3082
2	1	0.0200	0.0200
3	1	0.3152	0.3152
4	1	0.3351	0.3351
5	1	0.3351	0.3351
6	1	0.8176	0.8176
7	1	0.4355	0.4355
8	1	0.2633	0.2633
9	1	0.2633	0.2633
10	1	0.3082	0.3082
1	2	0.3082	0.3082
2	2	0.4539	0.4539
3	2	0.4355	0.4355
4	2	0.5238	0.5238
5	2	0.3152	0.3152
6	2	0.3351	0.3351
7	2	0.3351	0.3351
8	2	0.2938	0.2938
9	2	0.5238	0.5238
10	2	0.4355	0.4355
11	2	0.2633	0.2633
12	2	0.2633	0.2633
13	2	0.3082	0.3082
1	3	0.3082	0.3082
2	3	0.4539	0.4539
3	3	0.2777	0.2777
4	3	0.3070	0.3070
5	3	0.4355	0.4355
6	3	0.5238	0.5238
7	3	0.3152	0.3152
8	3	0.3351	0.3351
9	3	0.3351	0.3351
10	3	0.2938	0.2938
11	3	0.5238	0.5238
12	3	0.4355	0.4355
13	3	0.2633	0.2633
14	3	0.2633	0.2633
15	3	0.3082	0.3082
1	4	0.3082	0.3082
2	4	0.4539	0.4539
3	4	0.2777	0.2777
4	4	0.3070	0.3070
5	4	0.4355	0.4355
6	4	0.5238	0.5238
7	4	0.3152	0.3152
8	4	0.3351	0.3351
9	4	0.3351	0.3351
10	4	0.2938	0.2938
11	4	0.5238	0.5238
12	4	0.4355	0.4355
13	4	0.2633	0.2633
14	4	0.2633	0.2633
15	4	0.3082	0.3082

1	5	0.3082	0.3082
2	5	0.4539	0.4539
3	5	0.2777	0.2777
4	5	0.3070	0.3070
5	5	0.4355	0.4355
6	5	0.5238	0.5238
7	5	0.3152	0.3152
8	5	0.3351	0.3351
9	5	0.3351	0.3351
10	5	0.2938	0.2938
11	5	0.5238	0.5238
12	5	0.4355	0.4355
13	5	0.2633	0.2633
14	5	0.2633	0.2633
15	5	0.3082	0.3082
1	6	0.3082	0.3082
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3	6	0.2777	0.2777
4	6	0.3070	0.3070
5	6	0.4355	0.4355
6	6	0.5238	0.5238
7	6	0.3152	0.3152
8	6	0.3351	0.3351
9	6	0.3351	0.3351
10	6	0.2938	0.2938
11	6	0.5238	0.5238
12	6	0.4355	0.4355
13	6	0.2633	0.2633
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15	6	0.3082	0.3082
1	7	0.3082	0.3082
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3	7	0.2777	0.2777
4	7	0.3070	0.3070
5	7	0.4355	0.4355
6	7	0.5238	0.5238
7	7	0.3152	0.3152
8	7	0.3351	0.3351
9	7	0.3351	0.3351
10	7	0.2938	0.2938
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13	7	0.2633	0.2633
14	7	0.2633	0.2633
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3	8	0.2777	0.2777
4	8	0.3070	0.3070
5	8	0.4355	0.4355
6	8	0.5238	0.5238
7	8	0.3152	0.3152
8	8	0.3351	0.3351
9	8	0.3351	0.3351
10	8	0.2938	0.2938
11	8	0.5238	0.5238
12	8	0.4355	0.4355
13	8	0.2633	0.2633
14	8	0.2633	0.2633
15	8	0.3082	0.3082
1	9	0.3082	0.3082
2	9	0.4539	0.4539
3	9	0.2777	0.2777

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5	9	0.4355	0.4355
6	9	0.5238	0.5238
7	9	0.3152	0.3152
8	9	0.3351	0.3351
9	9	0.3351	0.3351
10	9	0.2938	0.2938
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13	9	0.2633	0.2633
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15	9	0.3082	0.3082
1	10	0.3082	0.3082
2	10	0.4539	0.4539
3	10	0.2777	0.2777
4	10	0.3070	0.3070
5	10	0.4355	0.4355
6	10	0.5238	0.5238
7	10	0.3152	0.3152
8	10	0.3351	0.3351
9	10	0.3351	0.3351
10	10	0.2938	0.2938
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6	11	0.5238	0.5238
7	11	0.3152	0.3152
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9	11	0.3351	0.3351
10	11	0.2938	0.2938
11	11	0.5238	0.5238
12	11	0.4355	0.4355
13	11	0.2633	0.2633
14	11	0.2633	0.2633
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1	12	0.3082	0.3082
2	12	0.4539	0.4539
3	12	0.2777	0.2777
4	12	0.3070	0.3070
5	12	0.4355	0.4355
6	12	0.5238	0.5238
7	12	0.3152	0.3152
8	12	0.3351	0.3351
9	12	0.3351	0.3351
10	12	0.2938	0.2938
11	12	0.5238	0.5238
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13	12	0.2633	0.2633
14	12	0.2633	0.2633
15	12	0.3082	0.3082
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2	13	0.4539	0.4539
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5	13	0.4355	0.4355
6	13	0.5238	0.5238

7	13	0.3152	0.3152
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1	14	0.3082	0.3082
2	14	0.4539	0.4539
3	14	0.2777	0.2777
4	14	0.3070	0.3070
5	14	0.9609	0.9609
6	14	0.3152	0.3152
7	14	0.3351	0.3351
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9	14	0.2938	0.2938
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12	14	0.2633	0.2633
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3	15	0.5848	0.5848
4	15	0.9609	0.9609
5	15	0.3152	0.3152
6	15	0.3351	0.3351
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3	16	0.2777	0.2777
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5	16	0.4355	0.4355
6	16	0.5238	0.5238
7	16	0.3152	0.3152
8	16	0.3351	0.3351
9	16	0.3351	0.3351
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11	16	0.4355	0.4355
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13	16	0.2633	0.2633
14	16	0.3082	0.3082
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2	17	0.4539	0.4539
3	17	0.4957	0.4957
4	17	0.9609	0.9609
5	17	0.6032	0.6032
6	17	0.5222	0.5222
7	17	0.9609	0.9609
8	17	0.4636	0.4636
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3	A	0.0300	0.0300
4	A	0.0300	0.0300
5	A	0.0300	0.0300

6	A	0.0300	0.0300
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37	A	0.0400	0.0400
38	A	0.0300	0.0300
39	A	0.0400	0.0400
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41	A	0.0300	0.0300
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43	A	0.0300	0.0300
44	A	0.0300	0.0300
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TOTAL		100.0000	100.0000

SCHEDULE "E"
TO THE DECLARATION OF
SOLMAR INC.

COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - 1. gas and electricity;
 - 2. hydro and fuel;
 - 3. water;
 - 4. waste disposal;
 - 5. maintenance materials, tools and supplies;
 - 6. snow and ice removal from areas within the common elements (except for the exclusive use common element areas); and
 - 7. off-site snow removal (All purchasers of a Unit(s) are advised that the City of Vaughan may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee.)save and provided that:
 - (i) The cost of the maintenance, operation, repairs, replacement and inspection of: (a) the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway and the Outdoor Pedestrian Walkway (collectively, the "Shared Facilities"); and (b) the Garage, shall be shared as further stated below.
 - (ii) The cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of certain Shared Facilities and the Garage is set forth and described in the budget, and the unit owners shall be responsible for paying their Proportionate Share thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the budget in which event the readjustment or qualified or amended adjustments shall prevail.
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, save as in respect to any common element areas of the Corporation which constitute part of the Shared Facilities which shall be shared between the Corporations as further stated herein.
- (e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its

objects, duties and powers.

- (f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (g) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (j) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.

Provided that all charges in respect of ensuite hydro, cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-Laws and Rules and Regulations 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 adjacent thereto:

The owner(s) of Residential Units 1 to 10, inclusive on Level 1, Units 1 to 13, inclusive on Level 2, Units 1 to 3, inclusive and Units 5 to 15, inclusive on Levels 3 to 13, inclusive, Units 1 to 3, inclusive and Units 5 to 14, inclusive on Level 14, Units 1 to 13, inclusive on Level 15, Units 1 to 3, inclusive and Units 5 to 14, inclusive on Level 16 and Units 1 to 8, inclusive on Level 17, shall have the exclusive use of a balcony(s) or terrace(s) to which said units provide sole and direct access.

SCHEDULE "G"
TO THE DECLARATION OF
SOLMAR INC.

CERTIFICATE OF ARCHITECT OR ENGINEER

(TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
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.~~
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.~~
9. ~~All installations with respect to the provision of electricity are in place.~~
10. 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 14th day of MAY, 2014.


Name: _____
Architect/~~Professional Engineer~~

SCHEDULE "G"
TO THE DECLARATION OF
SOLMAR INC.

CERTIFICATE OF ARCHITECT OR ENGINEER

(TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

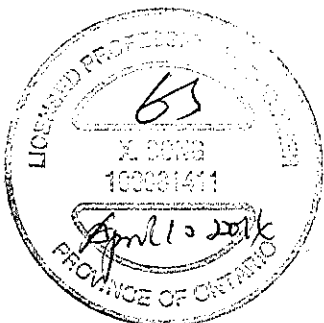
I certify that:

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

(Check whichever boxes are applicable)

1. ~~The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~
2. ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub floor.~~
3. ~~Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.~~
4. ~~All underground garages have walls and floor assemblies in place.~~
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.
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.
9. All installations with respect to the provision of electricity are in place.
10. ~~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 10th day of April, 2014.



Name: Gloria Song
Architect/Professional Engineer

OFFICE SCHEDULE

Number YR. 2128487
CERTIFICATE OF RECEIPT

MAY 2 0 2014 13:50

YORK REGION
No. 65
AURORA

Jeff Dill
LAND REGISTRAR

**DECLARATION
CONDOMINIUM
ACT, 1998**

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255

NEW PROPERTY IDENTIFIER'S BLOCK 29786

**RECENTLY: 1stly: Pt W3/4 Lot 16 Con 4, Pts 35, 36 & 37
65R31246 except Pts 7 & 8 65R33344 Pin 03330-3333(LT)**

**2ndly: Pt W3/4 Lot 16 Con 4, Pts 9, 10, 11 & 12 65R33344 Pin
03330-3335 (LT)**

DECLARANT: SOLMAR INC.

SOLICITOR: Tais Davis

ADDRESS: 122 Romina Drive, Concord, Ontario L4K 4Z7

PHONE: 905-660-9222

FAX: 905-660-4002

No. OF UNITS 757

FEES: \$70.00 + (\$5.00 x 757 number of units) = \$3,855.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

SOLMAR INC.
(hereinafter called the "Declarant")

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

AND WHEREAS the registration of the Declaration and the description will create a freehold condominium corporation that is a standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act (but is not a "phased condominium" created under Part XI of the Act);

AND WHEREAS the Declarant has constructed a seventeen storey building upon the said lands containing 236 residential dwelling Units, 259 parking units, 227 locker units, 34 parking/locker units and 1 guest suite (herein and hereinafter defined as the "Building" or "Tower 4").

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

CAUTION: That portion of the Condominium building shown in hatched outline on the description (Being Part 1, Sheet 1) encroaches upon the adjoining lands and is not governed by the Condominium Act, 1998

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

SECTION 1 - Definitions

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

- (a) "Tower 4" means respectively the fourth phase of the residential development comprising multi-Unit residential buildings and appurtenances constructed respectively on the Condominium Lands (hereinafter defined), and collectively shall hereinafter be referred to as the "Buildings";
- (b) "Common Elements" or "common elements" means all the property, except the Units;
- (c) "Common Interest" or "common interest" means the interest in the common elements appurtenant to a Unit;
- (d) "Common Interior Roadway" means the roadway constructed or to be constructed on all or part of the Condominium Lands for the purpose of providing vehicular access and egress between the said lands and Building thereon and the lands and public roadways adjacent thereto.
- (e) "Condominium Lands" means respectively the lands on which all four phases are proposed to be constructed;

- (f) "Corporation" means the corporation created upon the registration of the Declaration and description on the Condominium Lands;
- (g) "Exterior Landscaped Areas and Facilities" means the outdoor exterior landscaped area on grade level, any roof top landscaped area, if any, the pedestrian walkways and garage ramps, situate within the common element areas of the Corporation;
- (h) "Garage" means the underground parking garage containing the parking units, the locker units, parking/locker units, service units and some of the common areas of the Building;
- (i) "Outdoor Pedestrian Walkway" means the paths, walkways and sidewalks constructed or to be constructed on all or part of any of the Condominium Lands for the purpose of providing pedestrian access to the Building, and their appurtenances and to the adjacent lands;
- (j) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (k) "Property" or "property", as the context may require, means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;
- (l) "Proportionate Share" in relation to the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway, the Garage means the respective costs to be borne by each of the unit owners, towards the total amount of costs incurred in the operating, maintaining, repairing and inspecting of those facilities;
 - (m) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the corporation and becoming effective pursuant to Section 58 of the Act;
 - (n) "Shared Servicing Systems" means the servicing systems servicing the Units and/or common elements of the Building including certain parts of the storm and sanitary system, telephone and cable system and other such systems;
 - (o) "Specific Servicing Easements" means the specific service systems serving and supplying services to the Corporation including, without restricting the generality of the foregoing, mechanical systems, safety systems, underground storm and sanitary sewer pipes, water pipes and electrical conduits and systems, cable and telephone wires and lines and gas lines, together with all appurtenances thereto, and which are specifically located and identified and more fully described and set forth in this Declaration;
 - (p) "Unit" means a part or parts of the Property, included in the description and designated as a Unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration.

SECTION 2 - Statement of Intention

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

SECTION 3 - Consent of Encumbrances

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

SECTION 4 - Boundaries of Units and Monuments

Each Residential Unit and Guest Suite Unit **shall include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'. Each residential unit shall also include the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular unit, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'.

Each Residential Unit and Guest Suite Unit **shall exclude** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all exterior doors and windows, door and window frames, all concrete, concrete blocks or masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out that supply service or support to another unit(s) or the common element.

Each Parking Unit and Parking/Locker Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachment, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), floor drains and sump pumps which may be located within any such Parking Unit or Parking/Locker Unit.

Each Locker Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams within any such Locker Unit.

SECTION 5 - Common Interest and Common Expenses Allocation

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

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

(a) Subject to the provisions of the Act, the Declaration, by-laws and Rules, the Owner of each residential dwelling Unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto, it being understood that the exclusive use being enjoyed by such Unit Owners entitled to same may be regulated or affected by any by-laws or Rules of the Corporation.

(b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use visitors' parking spaces located within the property, if any, such parking spaces (i.e. location and numbers) to be designated by the Declarant in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Buildings and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

SECTION 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:
122 Romina Drive, Concord, Ontario, L4K 4Z7
or such other address as the Corporation may determine by resolution of the board.

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION 8 - Meaning of Common Expenses

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

SECTION 9 - Payment of Common Expenses

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

SECTION 10(a) - Reserve Fund

- (i) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (ii) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (iii) In accordance with section 94 of the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.

SECTION 10(b) - Check Metering of Utilities

- (i) The Corporation shall contract for the purchase of electricity from the appropriate local distribution company, with an independent energy retailing company or from the Electricity Metering Company (as defined below). Additionally, each Unit Owner may be required to contract with the local distribution company, the independent energy retailing company and/or from the Electricity Metering Company for the supply of electricity to his/her Unit. Electricity consumption in each Owner's Unit shall be measured by the suite metering system ("SMS") operated by the company that installed the SMS (the "Electricity Metering Company") and shall be invoiced to such Owner by the Electricity Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Unit Owner, and the Electricity Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party (ies) to the agreement for

any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Unit Owner, as the case may be, shall assume all such liabilities and obligations from such date.

(ii) Each Unit Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption for his/her Unit. The Unit Owner shall remit payment to the Electricity Metering Company for electricity consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the condominium. For greater certainty, the cost of electricity consumption within the residential dwelling Units shall not form part of the common expenses.

(iii) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Unit Owner contracts directly with the utility supplier:

(iv) Any monies owing with respect to invoices for electricity consumption and not paid to the Electricity Metering Company by the Unit Owner according to the terms of the invoice, shall be paid by the Corporation to the Electricity Metering Company and shall thereupon be a debt owed by the Owner of the Unit whose occupants have consumed the electricity and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or by-laws.

(v) In the event a Unit Owner is in default of payment of invoices to the Electricity Metering Company as a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.

(vi) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.

(vii) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the Units and the common elements by Electricity Metering Company or its subcontractors from time to time, as deemed necessary by the Electricity Metering Company for the purposes of conducting inspection, maintenance, repair and reading of the SMS. Work that is required within a Unit or common elements (including exclusive use common elements) in order to facilitate the usage and operation of any SMS is also permitted and authorized upon not less than twenty-four (24) hours notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.

SECTION 11 - Certificate of Common Expenses

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

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION 12 - General Use

(a) Unit 4 on Levels 2 to 12 and 14 to 17 inclusive will have Rotovent-type windows installed at exterior window locations in lieu of standard operable windows to comply with

acoustic requirements. These windows will permit the entry of fresh air through mechanically operated louvers that the Unit Owner could manually control through a slide mechanism.

(b) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easements and rights registered against the property.

(c) No Owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration or in the by-laws.

(d) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the Related Company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to use visitors' parking spaces located within the property, if any, such spaces (i.e., the location and number of spaces) to be designated by the Declarant in its sole discretion, and which right will cease forthwith upon the later of the sale of all Units owned by the Declarant in the Building and any Other Units.

(e) Dogs weighing more than 5 pounds are not permitted in the building. Furthermore, dogs are to be held by their owners while traveling through all indoor common areas and shall be on a leash while in outdoor amenity areas.

(f) The Owners of Units whose appurtenant balcony or terrace has a receptacle, installed by the Declarant at its sole option and discretion, for the connection of natural gas barbeques shall be permitted to barbeque on their respective balcony or terrace using natural gas only. Save and except for barbequing using natural gas, no other type or manner of barbequing whatsoever shall be permitted on such area. The Owners of Units will be permitted to barbeque using the barbeque to be provided as part of the amenity centre as described in Section 38 of this Declaration, pursuant to the rules of the Corporation. Except as set out in this sub-paragraph, no barbequing in any form whatsoever shall be permitted in any Unit or on any part of the Common Elements or exclusive use common element areas.

SECTION 13 - Restricted Access

Without the consent in writing of the board, no Owner shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.

SECTION 14 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty six and two thirds (66 2/3 %) per cent of the Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a

service that the Corporation provides.

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

PART FOUR - OWNERSHIP OF PARKING AND LOCKER UNITS

SECTION 15 - Restrictions on Disposition of Parking and Locker Units

- a) Any or all of the parking, parking/locker and locker units in the Corporation may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provide however, that any sale, transfer, assignment or other conveyance of any parking, parking/locker or locker units shall be made only to the Declarant, to the Corporation, or to any Owner of a residential unit in this Corporation, or in Tower 1, Tower 2 and Tower 3. Parking units and locker units may be leased to tenants in actual occupation of residential units.
- b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any parking unit, parking/locker or locker units (or similar type

unit), in contravention of any of the foregoing provision of this section, shall be null and void and of no force or effect whatsoever.

PART FIVE - OCCUPATION AND USE OF UNITS

SECTION 16 - General Use

(a) Unit 4 on Levels 2 to 12 and 14 to 17 inclusive will have Rotovent-type windows installed at exterior window locations in lieu of standard operable windows to comply with acoustic requirements. These windows will permit the entry of fresh air through mechanically operated louvers that the Unit Owner could manually control through a slide mechanism.

(b) No Unit shall be occupied or used by any one in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of any easements or rights registered against the property or any zoning by-law respecting such Units. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof. Subject to restrictions, zoning requirements, etc. of the municipality and other relevant authorities, the foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient, short term and/or long term residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other residential dwelling Unit Owner(s).

(c) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Declaration, the by-laws, the Rules, any rights and easements registered against the property.

(d) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board. Provided, however, that in the event that an Owner owns two residential dwelling Units on the same level which share a common demising wall, such Owner shall be entitled to join the two residential dwelling Units to create one living area if the following conditions are satisfied:

- (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
- (ii) the Owner receives the prior written consent from the board;
- (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to Corporation and in a good and workmanlike manner;
- (iv) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
- (v) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

SECTION 17 - Use of Parking Units

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

provision in its annual budget for and/or may arrange for the cleaning of the parking Units in their totality or in groups of Units.

Notwithstanding any provision in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, an Owner of a parking Unit, its tenant and their designated agents and/or employees shall not be permitted access to any portion of the common elements save and except to gain access to and egress from his parking Unit, unless such Owner or tenant is also an Owner or tenant of a residential dwelling Unit in the Buildings.

PART SIX - LEASING AND SELLING OF UNITS

SECTION 19 - Notification of Lease

(a) The Owner of a Unit is not permitted to lease or rent a Unit without first obtaining the board of directors approval of any prospective tenant. The Owner of a Unit must provide to the board of directors the financial and credit history of the proposed tenant and any additional background checks that the board of directors may request. The Owner of a Unit is not permitted to lease or rent a Unit for a term of Less than twelve (12) months.

(b) The Owner of a Unit who has received the board of directors approval to lease or rent a Unit or renews a lease or rental agreement of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:

(i) notify the Corporation that the Unit is leased or rented;

(ii) provide the Corporation with the lessee's/renter's name, the Owner's address and a copy of the lease, rent agreement or renewal or a summary of it in the form prescribed by section 83 of the Act; and

(iii) provide the lessee or renter with a copy of the Declaration, by-laws and Rules of the Corporation.

(c) If a lease or rent of a Unit is terminated and not renewed, the Owner of the Unit shall notify the Corporation in writing.

(d) In addition, no Owner other than the Declarant shall lease or rent his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

(e) Owners are not allowed to sell a Unit until six (6) months after final closing. Open houses of listed Units after the six (6) month period shall take place by appointment only on Mondays and Thursdays from 9:00 am to 5:00 pm and must be scheduled through the concierge and must abide by the Corporation's Rules.

SECTION 20 - Tenant's Liability

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

SECTION 21 - Owner's Liability

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

PART SEVEN - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION 22 - Maintenance and Repairs to Unit

(a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.

(b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.

(c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such 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 written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to Section 123.

SECTION 23 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain and repair shall extend to all doors which provide access to the Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony, terrace, patio or front yard area the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use or shared exclusive use of any balcony, terrace, patio, front yard area, outdoor concrete steps and walkway and parking unit shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board. Neither salt nor any other product or substance which may damage or harm the exclusive use areas, or any other part of the Property, shall be used to de-ice the exclusive use areas.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving his Unit, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony, terrace, patio, front yard area or outdoor concrete steps and walkway and parking unit the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or

maintain.

PART EIGHT – INSURANCE

SECTION 24 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.

(b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Easement and Cost Sharing Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (ii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
- (iii) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (iv) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (v) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in Section 24(b) above.

SECTION 25 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in Section 24(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on 50% or more of the Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the board can rely on the appraisal obtained pursuant to the Easement

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

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

SECTION 26 - Indemnity Insurance

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

SECTION 27 - Insurance Maintained by the Individual Unit Owners

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

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

SECTION 28 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Unit, to or with respect to the common elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of any Rules or by-laws in force from time to time by any Owner, his family, guests, tenants, licensees, invitees, customers or occupants of his Unit. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

PART NINE - DUTIES OF THE CORPORATION

SECTION 29 - Duties

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

- (a) To enter into any and all required easement agreements and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) The Corporation shall provide or cause to be provided all services required to

allow the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway, the Outdoor Pedestrian Walkway and the Garage to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used; and

(c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any other residential dwelling Unit Owner(s), or any property manager acting on behalf of any residential dwelling Unit Owner or group of residential dwelling Unit Owners, from leasing or renting any residential dwelling Unit(s) in the Building from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or Rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect the minimum duration of any proposed tenancy, license or occupancy period in respect of any residential dwelling Unit(s), and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient, short term or long term residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other residential dwelling Unit Owner(s).

PART TEN - GENERAL MATTERS

SECTION 30 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the common elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph 30(b), the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to the Garage or to any part of the common elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

SECTION 31 - Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount ("the Amount") of money

required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

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

SECTION 32 - Invalidity

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

SECTION 33 - Waiver

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

SECTION 34 - Notice

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

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any

other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

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

SECTION 35 - Construction of Declaration

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

SECTION 36 - Headings

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

SECTION 37 - Guest Suite Sales Agreement

The Declarant will sell to the Corporation and the Corporation agrees to purchase one guest suite (unit 2, level 1) one year after the registration of the Declaration upon the following terms:

- (i) the sale price will be ONE HUNDRED, THIRTY SIX THOUSAND, EIGHT HUNDRED DOLLARS (\$136,800) based upon a selling price of FOUR HUNDRED DOLLARS (\$400.00) per square foot. The guest suite unit will be 324 square feet.
- (ii) the Corporation will provide a 25% deposit to the Declarant and in the amount of THIRTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200).
- (iii) the balance of the purchase price will be paid via a vendor take back mortgage in the amount of ONE HUNDRED AND TWO THOUSAND, SIX HUNDRED DOLLARS at the rate of 8% interest per annum, payable monthly with a 5 year term and a 25 year amortization schedule. The vendor take back mortgage shall be open for prepayment without notice or bonus.

SECTION 38 - Amenities

There is presently proposed to be constructed an amenity centre which will be comprised of the following:

Level 1, the ground floor;

- a) main lobby
- b) mail room
- c) concierge facility including washroom and parcel storage area
- d) reading room
- e) one guest suite to be used by the guests of the residents of the condominium (sale terms by Declarant to Corporation are as set out in section F(c) of this Disclosure Statement)

Level A;

- (a) party room equipped with kitchen and private dining area
- (b) lounge with bar and outdoor patio. The rear patio amenity space shall include two gas barbeques
- (c) exercise room with fitness equipment, a yoga/aerobics room and aqua trainer
- (d) men's and women's change rooms with shower and steam rooms
- (e) lobby
- (f) Condominium management office with boardroom
- (g) Theatre room

SECTION 39- FOUR PHASED PROPOSED BUILDINGS ON THE PROPERTY AND A 24 HOUR MANNED GATE HOUSE

Four phased buildings are proposed to be built on the property. As part of the shared facilities and to be included in the Tower 2 condominium lands will be a 24 hour manned gate house for the benefit of all four buildings. Upon registration of Tower 4, the Corporation shall assume one-quarter (1/4) of the cost of the shared facilities.

SECTION 40- VALLEY LANDS

The valley lands as set out on the sketch showing proposed development annexed hereto will be conveyed to the City of Vaughan. _

SECTION 41- FUTURE DEVELOPMENT LANDS

The Declarant is the registered owner of lands described as 'Future Development Lands' on a sketch annexed hereto as Schedule X. Should the said lands develop as residential building(s) the shared facilities will be adjusted in order to include the said building(s) as a participating component of the shared facilities. All other land uses, other than residential use, will not be required to participating in any cost sharing of services or facilities.

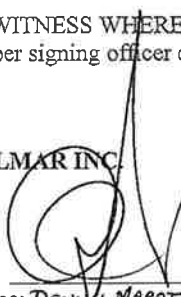
SECTION 42- COST SHARING AGREEMENT FOR CERTAIN SHARED FACILITIES, EASEMENTS AND SHARED SERVICES

The Corporation and the Declarant shall enter into a cost sharing agreement at the time of the registration of the Declaration for this Condominium for all existing and proposed future phases in the form annexed hereto as Schedule H.

DATED in the City of Vaughan, in the Province of Ontario this 15th day of MAY, 2014 _____.

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

SOLMAR INC.

Per: 
Name: DENNY MAROTTA
Title: PRESIDENT

I have authority to bind the Corporation.

SCHEDULE "A"
TO THE DECLARATION OF
SOLMAR INC.

LEGAL DESCRIPTION OF LANDS

IN THE CITY OF VAUGHAN, in the Regional Municipality of York and Province of Ontario being composed of:

FIRSTLY:

Part of the west three quarters of Lot 16, Concession 4, Geographic Township of Vaughan, designated as Parts 35, 36 and 37, Plan 65R-31246 save and except Parts 7 and 8, Plan 65R-33344, which are deposited in the Land Registry Office for the Land Titles Division of York Region (No. 65)

Being part of P.I.N. 03330-3333 (LT).

SECONDLY:

Part of the west three quarters of Lot 16, Concession 4, Geographic Township of Vaughan, designated as Parts 9, 10, 11 and 12, Plan 65R-33344.

Being part of P.I.N. 03330-3335 (LT).

The above FIRSTLY and SECONDLY described lands are hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Cable Communications Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR952098.

SUBJECT TO right-of-ways or rights in the nature of easements in favour of York Region Standard Condominium Plan No. 1139, in, over, along and upon part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R-31246 and Part 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1260114.

SUBJECT TO an easement in favour of Rogers Communications Inc. over part of the west three quarters of Lot 16, Concession 4, designated as Parts 9, 10, 11 and 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1610515.

SUBJECT TO right-of-ways or rights in the nature of easements in favour of York Region Standard Condominium Plan No. 1201, which are as follows:

- a) In, over, along and upon part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R-31246 and Part 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- b) A right of support in, from and through part of the west three quarters of Lot 16, Concession 4, designated as Parts 9 and 12, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.

SUBJECT TO an easement in favour of Rogers Communications Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR1887461.

SUBJECT TO a right-of-way or right in the nature of an easement in favour of part of the west three quarters of Lot 16, Concession 4, designated as Parts 23, 24 and 25, Plan 65R-30649 (being part of PIN 03330-3333) and Part 26, Plan 65R-30649 and Parts 13 and 14, Plan 65R-31246 (being part of PIN 03330-3335) and hereinafter referred to as the "Commercial Lands" in and through the common elements located outside of the building structure of the Condominium Lands and in the air space for the free, unimpeded and uninterrupted passage of an overhead crane(s) swings and hoisting necessary for construction of the building or buildings to be situated within the Commercial Lands, which said right-of-way or right in the nature of an easement shall end upon the completion of the construction of said building or buildings.

TOGETHER WITH easements in favour of the Condominium Lands over:

- a) Part of the west three quarters of Lot 16, Concession 4, designated as Part 37, Plan 65R30649 for the purposes as set out in Instrument No. YR1123240.
- b) Part of the west three quarters of Lot 16, Concession 4, designated as Parts 32 and 37, Plan 65R-30649 for the purposes as set out in Instrument No. YR1123240.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1113, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1113, designated as Parts 2 and 5, Plan 65R-30649 for the purposes as set out in Instrument No. YR1135490.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1113, designated as Parts 6, 7 and 8, Plan 65R-30649 for the purposes as set out in Instrument No. YR1135490.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1139, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of Unit 11, Level 1 and part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 2, 5, 7, 17 and 44, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 4 and 6, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- c) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 10, 11, 29 and 45, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- d) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1139, designated as Parts 15, 16 and 17, Plan 65R-31246 for the purposes as set out in Instrument No. YR1260114.
- e) In and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.

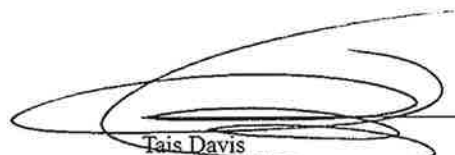
- f) A right of support in, from and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.
- g) In, over, along and through the common elements of York Region Standard Condominium Plan No. 1139, as set out in Instrument No. YR1260114.
- h) In, over, along and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.
- i) In, over, along, upon and through the common elements of York Region Standard Condominium Plan No. 1139, for the purposes as set out in Instrument No. YR1260114.

TOGETHER WITH rights-of-way or rights in the nature of easements in favour of the Condominium Lands over parts of York Region Standard Condominium Plan No. 1201, which said rights-of-way or rights in the nature of easements are as follows:

- a) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1201, designated as Parts 26 and 39, Plan 65R-31246 and Parts 4, 5 and 13, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- b) In, over, along and upon part of the common elements of York Region Standard Condominium Plan No. 1201, designated as Part 58, Plan 65R-31246 and Part 6, Plan 65R-33344 for the purposes as set out in Instrument No. YR1758462.
- c) In, over, along, under, through and upon the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.
- d) In and through the common elements of York Region Standard Condominium Plan No 1201, for the purposes as set out in Instrument No. YR1758462.
- e) A right of support in, from and through the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.
- f) In over, along and through the common elements of York Region Standard Condominium Plan No. 1201, for the purposes as set out in YR1758462.
- g) In, over, along, upon and through the common elements of York Region Standard Condominium Plan No. 1201, as set out in Instrument No. YR1758462.
- h) In, over, along and through the common elements located outside the face of the building structure of York Region Standard Condominium Plan No. 1201, for the purposes as set out in Instrument No. YR1758462.

In our opinion, based on the Property Identifier number and the plans and documents recorded in them, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the Declarant is the registered owner of the lands and appurtenant easements.

April 10, 2014
Dated


Tais Davis
Solicitor for the Declarant

SCHEDULE "B"
TO THE DECLARATION OF
SOLMAR INC.

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


a.i.1. HSBC Bank Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. YR1864517 in the Land Registry Office for the Land Titles Division of York Region.

a.i.2. HSBC Bank Canada consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.

a.i.3. HSBC Bank Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

a.i.4. HSBC Bank Canada is entitled by law to grant this consent and postponement.

DATED this 10th day of April, 2014.

Per: 
Name: Peter Capani
Title: Assistant Vice President
Commercial Real Estate

Per: 
Name: JEFF B. PARKES
Title: VICE PRESIDENT
COMMERCIAL REAL ESTATE

I/We have authority to bind the Corporation.

SCHEDULE "B"
TO THE DECLARATION OF
SOLMAR INC.

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


a.i.1. Travelers Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. YR1865606 in the Land Registry Office for the Land Titles Division of York Region.

a.i.2. Travelers Insurance Company of Canada consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.

a.i.3. Travelers Insurance Company of Canada postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the declaration.

a.i.4. Travelers Insurance Company of Canada is entitled by law to grant this consent and postponement.

DATED this 9th day of April, 2014.

Per: 
Name: **Sara Ahmadi**
Title: **Senior Account Executive**

Per: 
Name: **Steve Irwin**
Title: **Senior Account Executive**

I/We have authority to bind the Corporation

SCHEDULE "C"

Each Residential Unit, Guest Suite Unit, Parking Unit, Parking/Locker Unit and Locker Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 and 3 to 7, inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 and 3 to 7, inclusive of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Residential Unit, Guest Suite Unit, Parking Unit, Parking/Locker Unit and Locker Unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(Being Unit 1 and Units 3 to 10, inclusive on Level 1, Units 1 to 13, inclusive on Level 2, Units 1 to 15, inclusive on Levels 3 to 13, inclusive, Units 1 to 14, inclusive on Level 14, Units 1 to 13, inclusive on Level 15, Units 1 to 14, inclusive on Level 16 and Units 1 to 8, inclusive on Level 17 as illustrated on Part 1, Sheets 1, 3 and 4 of the Description filed concurrently herewith):

1. Each Residential Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The upper surface and plane and production of the drywall suspended ceiling for the units on Levels 1, 2, 15, 16 and 17 and, any portions of units where there is no unit directly above.
 - III) The lower surface and plane and production of the concrete ceiling slab for the units on Levels 3 to 14, inclusive.
2. Each Residential Unit shall be bounded horizontally by:
 - I) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common elements.
 - II) The unfinished unit side surface and plane of all exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
 - III) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface and plane of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. BOUNDARIES OF THE GUEST SUITE UNIT

(Being Unit 2 on Level 1 as illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith)

1. The Guest Suite Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The upper surface and plane and production of the drywall suspended ceiling.
2. The Guest Suite Unit shall be bounded horizontally by:
 - I) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from common elements.
 - II) The unfinished unit side surface and plane of all exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.

- III) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface and plane of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(Being Units 1 to 13 inclusive, 16 to 18 inclusive, 20 to 23 inclusive, 25 to 31 inclusive, 38 and 41 to 52 inclusive, on Level A; Units 1 to 19 inclusive, 22 to 29 inclusive, 31 to 40 inclusive, 42 to 52 inclusive, 54 to 56 inclusive, 58 to 60 inclusive, 63, 65 to 112 inclusive and 115 to 117 inclusive, on Level B and Units 1 to 19 inclusive, 22 to 29 inclusive, 31 to 40 inclusive, 42 to 57 inclusive, 59 to 61 inclusive, 63 to 65 inclusive, 68, 70 to 119 inclusive and 122 to 124 inclusive, on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith)

1. Each Parking Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The plane established 2.10 metres above and parallel to the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.
2. Each Parking Unit shall be bounded horizontally by one or a combination of:
 - I) The unitside surface and plane of the concrete/concrete block wall and/or the production thereof.
 - II) The vertical plane established by the line and face of the concrete columns and/or the production thereof.
 - III) The vertical plane established by the centre-line of columns and/or the production thereof.
 - IV) The vertical plane established by measurement.
 - V) The vertical plane established by measurement and perpendicular to the face of concrete/concrete block wall or its production.
 - VI) The vertical plane established by the centreline of columns and perpendicular to the face of the concrete/concrete block wall or column or its production.

4. BOUNDARIES OF THE PARKING/LOCKER UNITS

(Being Units 14, 15, 19, 24, 32 to 37 inclusive, 39 and 40 on Level A; Units 20, 21, 30, 41, 53, 57, 61, 62, 64, 113 and 114 on Level B and Units 20, 21, 30, 41, 58, 62, 66, 67, 69, 120 and 121 on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith).

1. Each Parking/Locker Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The plane established 2.10 metres above and parallel to the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.
 - III) The lower surface and plane of the concrete/concrete block wall
2. Each Parking/Locker Unit shall be bounded horizontally by one or combination of the following:
 - I) The unitside surface and plane of the concrete/concrete block wall and /or the production thereof.
 - II) The vertical plane established by the centreline of columns and perpendicular to the face of concrete/concrete block wall or column.

- III) The vertical plane established by measurement.
- IV) The vertical plane established by the line and face of the concrete columns and/or the production thereof.
- V) The vertical plane established by measurement and perpendicular to the face of the concrete/concrete block wall or its production.
- VI) The vertical plane established by the centerline of columns and /or the production thereof.


5. BOUNDARIES OF THE LOCKER UNITS

(Being Units 53 to 57 inclusive, on Level A; Units 118 to 186 inclusive, on Level B and Units 125 to 277 inclusive, on Level C, as illustrated on Part 1, Sheets 5, 6 and 7 of the Description filed concurrently herewith):

- 1. Each Locker Unit shall be bounded vertically by:
 - I) The upper surface and plane of the unfinished concrete floor slab and production.
 - II) The lower surface and plane of the steel wire mesh and steel frames forming the ceiling for Units 118 to 181 inclusive, on Level B and Units 125 to 272 inclusive, on Level C.
 - III) The lower surface and plane of the unfinished concrete ceiling slab for Units 53 to 57 inclusive, on Level A, Units 182 to 186 inclusive, on Level B and Units 273 to 277 inclusive, on Level C.
- 2. Each Locker Unit shall be bounded horizontally by one or a combination of:
 - I) The unit side surface and plane of the steel wire mesh and steel frame walls separating the unit from another such unit or from the common elements.
 - II) The unit side surface and plane and production of the concrete/concrete block wall or column separating the unit from another such unit or from the common elements.
 - III) The unit side surface of the steel wire mesh door, wood or metal door and door frames, such doors being in closed position.

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 and 3 to 7 inclusive of the Description.

MARCO 26, 2014
Dated


Y. Wahba
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 "D"
TO THE DECLARATION OF
SOLMAR INC.

<u>Unit No.</u>	<u>Level</u>	<u>Percentage Interest in Common Elements</u>	<u>Percentage Contribution to Common Expenses</u>
1	1	0.3082	0.3082
2	1	0.0200	0.0200
3	1	0.3152	0.3152
4	1	0.3351	0.3351
5	1	0.3351	0.3351
6	1	0.8176	0.8176
7	1	0.4355	0.4355
8	1	0.2633	0.2633
9	1	0.2633	0.2633
10	1	0.3082	0.3082
1	2	0.3082	0.3082
2	2	0.4539	0.4539
3	2	0.4355	0.4355
4	2	0.5238	0.5238
5	2	0.3152	0.3152
6	2	0.3351	0.3351
7	2	0.3351	0.3351
8	2	0.2938	0.2938
9	2	0.5238	0.5238
10	2	0.4355	0.4355
11	2	0.2633	0.2633
12	2	0.2633	0.2633
13	2	0.3082	0.3082
1	3	0.3082	0.3082
2	3	0.4539	0.4539
3	3	0.2777	0.2777
4	3	0.3070	0.3070
5	3	0.4355	0.4355
6	3	0.5238	0.5238
7	3	0.3152	0.3152
8	3	0.3351	0.3351
9	3	0.3351	0.3351
10	3	0.2938	0.2938
11	3	0.5238	0.5238
12	3	0.4355	0.4355
13	3	0.2633	0.2633
14	3	0.2633	0.2633
15	3	0.3082	0.3082
1	4	0.3082	0.3082
2	4	0.4539	0.4539
3	4	0.2777	0.2777
4	4	0.3070	0.3070
5	4	0.4355	0.4355
6	4	0.5238	0.5238
7	4	0.3152	0.3152
8	4	0.3351	0.3351
9	4	0.3351	0.3351
10	4	0.2938	0.2938
11	4	0.5238	0.5238
12	4	0.4355	0.4355
13	4	0.2633	0.2633
14	4	0.2633	0.2633
15	4	0.3082	0.3082

1	5	0.3082	0.3082
2	5	0.4539	0.4539
3	5	0.2777	0.2777
4	5	0.3070	0.3070
5	5	0.4355	0.4355
6	5	0.5238	0.5238
7	5	0.3152	0.3152
8	5	0.3351	0.3351
9	5	0.3351	0.3351
10	5	0.2938	0.2938
11	5	0.5238	0.5238
12	5	0.4355	0.4355
13	5	0.2633	0.2633
14	5	0.2633	0.2633
15	5	0.3082	0.3082
1	6	0.3082	0.3082
2	6	0.4539	0.4539
3	6	0.2777	0.2777
4	6	0.3070	0.3070
5	6	0.4355	0.4355
6	6	0.5238	0.5238
7	6	0.3152	0.3152
8	6	0.3351	0.3351
9	6	0.3351	0.3351
10	6	0.2938	0.2938
11	6	0.5238	0.5238
12	6	0.4355	0.4355
13	6	0.2633	0.2633
14	6	0.2633	0.2633
15	6	0.3082	0.3082
1	7	0.3082	0.3082
2	7	0.4539	0.4539
3	7	0.2777	0.2777
4	7	0.3070	0.3070
5	7	0.4355	0.4355
6	7	0.5238	0.5238
7	7	0.3152	0.3152
8	7	0.3351	0.3351
9	7	0.3351	0.3351
10	7	0.2938	0.2938
11	7	0.5238	0.5238
12	7	0.4355	0.4355
13	7	0.2633	0.2633
14	7	0.2633	0.2633
15	7	0.3082	0.3082
1	8	0.3082	0.3082
2	8	0.4539	0.4539
3	8	0.2777	0.2777
4	8	0.3070	0.3070
5	8	0.4355	0.4355
6	8	0.5238	0.5238
7	8	0.3152	0.3152
8	8	0.3351	0.3351
9	8	0.3351	0.3351
10	8	0.2938	0.2938
11	8	0.5238	0.5238
12	8	0.4355	0.4355
13	8	0.2633	0.2633
14	8	0.2633	0.2633
15	8	0.3082	0.3082
1	9	0.3082	0.3082
2	9	0.4539	0.4539
3	9	0.2777	0.2777

4	9	0.3070	0.3070
5	9	0.4355	0.4355
6	9	0.5238	0.5238
7	9	0.3152	0.3152
8	9	0.3351	0.3351
9	9	0.3351	0.3351
10	9	0.2938	0.2938
11	9	0.5238	0.5238
12	9	0.4355	0.4355
13	9	0.2633	0.2633
14	9	0.2633	0.2633
15	9	0.3082	0.3082
1	10	0.3082	0.3082
2	10	0.4539	0.4539
3	10	0.2777	0.2777
4	10	0.3070	0.3070
5	10	0.4355	0.4355
6	10	0.5238	0.5238
7	10	0.3152	0.3152
8	10	0.3351	0.3351
9	10	0.3351	0.3351
10	10	0.2938	0.2938
11	10	0.5238	0.5238
12	10	0.4355	0.4355
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14	10	0.2633	0.2633
15	10	0.3082	0.3082
1	11	0.3082	0.3082
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3	11	0.2777	0.2777
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5	11	0.4355	0.4355
6	11	0.5238	0.5238
7	11	0.3152	0.3152
8	11	0.3351	0.3351
9	11	0.3351	0.3351
10	11	0.2938	0.2938
11	11	0.5238	0.5238
12	11	0.4355	0.4355
13	11	0.2633	0.2633
14	11	0.2633	0.2633
15	11	0.3082	0.3082
1	12	0.3082	0.3082
2	12	0.4539	0.4539
3	12	0.2777	0.2777
4	12	0.3070	0.3070
5	12	0.4355	0.4355
6	12	0.5238	0.5238
7	12	0.3152	0.3152
8	12	0.3351	0.3351
9	12	0.3351	0.3351
10	12	0.2938	0.2938
11	12	0.5238	0.5238
12	12	0.4355	0.4355
13	12	0.2633	0.2633
14	12	0.2633	0.2633
15	12	0.3082	0.3082
1	13	0.3082	0.3082
2	13	0.4539	0.4539
3	13	0.2777	0.2777
4	13	0.3070	0.3070
5	13	0.4355	0.4355
6	13	0.5238	0.5238

7	13	0.3152	0.3152
8	13	0.3351	0.3351
9	13	0.3351	0.3351
10	13	0.2938	0.2938
11	13	0.5238	0.5238
12	13	0.4355	0.4355
13	13	0.2633	0.2633
14	13	0.2633	0.2633
15	13	0.3082	0.3082
1	14	0.3082	0.3082
2	14	0.4539	0.4539
3	14	0.2777	0.2777
4	14	0.3070	0.3070
5	14	0.9609	0.9609
6	14	0.3152	0.3152
7	14	0.3351	0.3351
8	14	0.3351	0.3351
9	14	0.2938	0.2938
10	14	0.5238	0.5238
11	14	0.4355	0.4355
12	14	0.2633	0.2633
13	14	0.2633	0.2633
14	14	0.3082	0.3082
1	15	0.3082	0.3082
2	15	0.4539	0.4539
3	15	0.5848	0.5848
4	15	0.9609	0.9609
5	15	0.3152	0.3152
6	15	0.3351	0.3351
7	15	0.3351	0.3351
8	15	0.2938	0.2938
9	15	0.5238	0.5238
10	15	0.4355	0.4355
11	15	0.2633	0.2633
12	15	0.2633	0.2633
13	15	0.3082	0.3082
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3	16	0.2777	0.2777
4	16	0.3070	0.3070
5	16	0.4355	0.4355
6	16	0.5238	0.5238
7	16	0.3152	0.3152
8	16	0.3351	0.3351
9	16	0.3351	0.3351
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11	16	0.4355	0.4355
12	16	0.2633	0.2633
13	16	0.2633	0.2633
14	16	0.3082	0.3082
1	17	0.6285	0.6285
2	17	0.4539	0.4539
3	17	0.4957	0.4957
4	17	0.9609	0.9609
5	17	0.6032	0.6032
6	17	0.5222	0.5222
7	17	0.9609	0.9609
8	17	0.4636	0.4636
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2	A	0.0300	0.0300
3	A	0.0300	0.0300
4	A	0.0300	0.0300
5	A	0.0300	0.0300

6	A	0.0300	0.0300
7	A	0.0300	0.0300
8	A	0.0300	0.0300
9	A	0.0300	0.0300
10	A	0.0300	0.0300
11	A	0.0300	0.0300
12	A	0.0300	0.0300
13	A	0.0300	0.0300
14	A	0.0400	0.0400
15	A	0.0400	0.0400
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17	A	0.0300	0.0300
18	A	0.0300	0.0300
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22	A	0.0300	0.0300
23	A	0.0300	0.0300
24	A	0.0400	0.0400
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33	A	0.0400	0.0400
34	A	0.0400	0.0400
35	A	0.0400	0.0400
36	A	0.0400	0.0400
37	A	0.0400	0.0400
38	A	0.0300	0.0300
39	A	0.0400	0.0400
40	A	0.0400	0.0400
41	A	0.0300	0.0300
42	A	0.0300	0.0300
43	A	0.0300	0.0300
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45	A	0.0300	0.0300
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51	A	0.0300	0.0300
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94	C	0.0300	0.0300

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SCHEDULE "E"
TO THE DECLARATION OF
SOLMAR INC.

COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - 1. gas and electricity;
 - 2. hydro and fuel;
 - 3. water;
 - 4. waste disposal;
 - 5. maintenance materials, tools and supplies;
 - 6. snow and ice removal from areas within the common elements (except for the exclusive use common element areas); and
 - 7. off-site snow removal (All purchasers of a Unit(s) are advised that the City of Vaughan may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee.)save and provided that:
 - (i) The cost of the maintenance, operation, repairs, replacement and inspection of: (a) the Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Common Interior Roadway and the Outdoor Pedestrian Walkway (collectively, the "Shared Facilities"); and (b) the Garage, shall be shared as further stated below.
 - (ii) The cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of certain Shared Facilities and the Garage is set forth and described in the budget, and the unit owners shall be responsible for paying their Proportionate Share thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the budget in which event the readjustment or qualified or amended adjustments shall prevail.
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, save as in respect to any common element areas of the Corporation which constitute part of the Shared Facilities which shall be shared between the Corporations as further stated herein.
- (e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its

objects, duties and powers.

- (f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (g) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (j) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, licensees, residents or invitees.

Provided that all charges in respect of ensuite hydro, cable television, television, telephone and internet service shall be borne by the Owners directly and shall not form part of the common expenses.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-Laws and Rules and Regulations 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 adjacent thereto:

The owner(s) of Residential Units 1 to 10, inclusive on Level 1, Units 1 to 13, inclusive on Level 2, Units 1 to 3, inclusive and Units 5 to 15, inclusive on Levels 3 to 13, inclusive, Units 1 to 3, inclusive and Units 5 to 14, inclusive on Level 14, Units 1 to 13, inclusive on Level 15, Units 1 to 3, inclusive and Units 5 to 14, inclusive on Level 16 and Units 1 to 8, inclusive on Level 17, shall have the exclusive use of a balcony(s) or terrace(s) to which said units provide sole and direct access.

SCHEDULE "G"
TO THE DECLARATION OF
SOLMAR INC.

CERTIFICATE OF ARCHITECT OR ENGINEER

(TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
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.~~
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 fire conditioning are in place.~~
9. ~~All installations with respect to the provision of electricity are in place.~~
10. 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 14th day of MAY, 2014.


Name: _____
Architect/Engineer _____

SCHEDULE "G"
TO THE DECLARATION OF
SOLMAR INC.

CERTIFICATE OF ARCHITECT OR ENGINEER

(TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

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

(Check whichever boxes are applicable)

1. ~~The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.~~
2. ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub floor.~~
3. ~~Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.~~
4. All underground garages have walls and floor assemblies in place.
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.
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.
9. All installations with respect to the provision of electricity are in place.
10. ~~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 dry wall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.~~

DATED this 10th day of April, 2014.



Name: Gloria Song
Architect/Professional Engineer



Document General
Form 4 - Land Registration Reform Act

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center;">Number YR.....<u>2136977</u>..... CERTIFICATE OF RECEIPT</p> <p style="text-align: center; font-weight: bold;">JUN 05 2014 15:51</p> <p>YORK REGION No. 65 AURORA</p> <p style="text-align: center;"><i>Jeff Dillett</i> Land Registrar</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of <u>20</u> 19 pages</p>													
	<p>(3) Property Identifier(s) Block Property 29786-0001 to 29786-0757 Additional: See Schedule <input type="checkbox"/></p>													
	<p>(4) Nature of Document Condominium By-Law No. 1</p>													
	<p>(5) Consideration Dollars \$</p>													
	<p>(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest.</p>													
	<p>(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 type="checkbox"/></p>													
	<p>(8) This Document provides as follows: SEE CERTIFICATE AND BY-LAW NO. 1 ATTACHED</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>													
<p>(9) This Document relates to instrument number(s)</p>														
<p>(10) Party(ies) (Set out Status or Interest) Name(s) YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 by its solicitor, Tais Davis</p> <p style="text-align: right;">Signature(s) <i>Tais Davis</i> Date of Signature Y M D 2014 06 03</p>														
<p>(11) Address for Service 122 Romina Drive, Concord, Ontario L4K 4Z7</p>														
<p>(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D</p>														
<p>(13) Address for Service</p>														
<p>(14) Municipal Address of Property 9255 Jane Street Vaughan, Ontario</p>	<p>(15) Document Prepared by: Tais Davis Barrister & Solicitor 122 Romina Drive Concord, ON L4K 4Z7</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="width:70%;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> </tr> </tbody> </table>	Fees and Tax		Registration Fee								Total	
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**FORM 11
CERTIFICATE IN RESPECT OF BY-LAW
(UNDER SUBSECTION 56(9) OF THE CONDOMINIUM ACT, 1998)**


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1255 certifies that:

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

Dated at City of Vaughan this 3rd day of June, 2014

YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1255


Per: _____
Name: Bunny Marotta
Title: President

I have the authority to bind the Corporation.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255**BY-LAW NO. 1**

Be it enacted as a by-law of YORK STANDARD CONDOMINIUM CORPORATION NO. 1255 (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

ARTICLE I**DEFINITIONS**

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c.19, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration of the Corporation.

ARTICLE II**SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III**REGISTER**

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV**MEETING OF MEMBERS**

1. **Annual General Meetings:** The annual general meeting of the owners shall be held at such place within the City of Vaughan, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than three (3) months after the registration of the declaration and description and subsequently within six (6) months of the end of each fiscal year of the Corporation.

2. **The First Meeting:** The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of thirty (30) days after the day on which the declarant has transferred twenty percent (20%) of the units and ninety (90) days after the day on which the declarant transfers the first unit in the Corporation. At such interim meeting, the owners other than the declarant may elect two (2) directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when twenty five percent (25 %) of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.

4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) per cent of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within thirty five (35) days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty five (45) days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51(6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than fifteen (15) days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least twenty (20) days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.

7. Reports and Financial Statements: The Corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. 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, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Quorum: At any meeting of owners other than the interim meeting referred to in paragraph 3

above, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) per cent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given not less than ten (10) days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 3 above, the quorum shall be constituted when twenty five percent (25%) of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy.

10. **Right to vote:** At each meeting of owners, and subject to the restrictions in Section 14 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the corporation at least four (4) days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51(1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

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

12. **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 as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 14 of this Article shall apply.

13. **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.

14. **Co-owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

15. **Votes to govern:** At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of this Article.

16. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for thirty (30) days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

ARTICLE V

CORPORATION

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
- a) controlling, managing and administering the common elements and the assets of the Corporation;
 - b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, without limiting the generality of the foregoing, the following:
 - (i) attending to the payment of the Corporation's Proportionate Share of Shared Servicing Systems, the Specific Servicing Easements, the Exterior Landscaped Areas and Facilities, the Outdoor Pedestrian Walkway, the Common Interior Roadway and the Garage pursuant to the provisions of the Declaration, and this by-law;
 - (ii) complying with the provisions of the Easement and Cost Sharing Agreement entered into between the Corporation and the declarant on behalf of itself and other corporations not yet created on the execution of such agreement;
 - (i) complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
 - c) collecting the common expenses assessed against the owners;
 - d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
 - e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;
 - f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;
 - g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
 - j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.
 - k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting 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.
 - l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and

no later than 10 months, following the registration of the declaration and description.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the Declaration, including those which purport to divide these responsibilities and duties between the Corporations in the event that the project is built in more than a single phase.

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 the rules concerning the operation and use of the property;
- c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;
- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- i) subject to the provisions of the declaration to the contrary, 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 board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease, or to grant or transfer an easement or license through, over, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.
2. Number and Quorum: Until amended by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be eighteen (18) or more years of age, shall not be an undischarged bankrupt or mentally incompetent person and need not be an owner of a unit in the Corporation. If a director becomes a bankrupt or mentally incompetent person or a certificate of lien is registered under subsection 85(2) of the Act against his Unit and not discharged under subsection 85(7) of the Act within ninety (90) days, he shall thereupon cease to be a director.

4. **Election and Term:** The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
 5. **Removal of Directors:** A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.
 6. **Filling of Vacancies:** If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
 7. **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than ten (10) days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.
 8. **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
 9. **Meeting by Teleconference:** A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all of the directors consent to the means used.
 10. **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners at which the directors of the board were elected, provided a quorum of directors is present.
 11. **Disclosure by Directors of Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is, first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he
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is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

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

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

14. **Indemnity of Directors and Officers:** Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall- at all times be indemnified and saved harmless by the Corporation from and against:

a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and

b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. **Director of Owner Occupied Units:** Provided at least 15 % of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51(6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

ARTICLE VII

OFFICERS

1. **Elected Officers:** At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
 2. **Appointed Officers:** From time to time the board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.
 3. **Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
 4. **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.
 5. **Vice-President:** During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
 6. **General Manager:** The General Manager, if one be appointed, shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the President, and shall have 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.
 7. **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
 8. **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
 9. **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.
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10. Agents and Attorneys: The board may 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 the board, in its sole discretion, may think fit.

11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by 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 hereto; 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.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or 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, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) 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(s) by whom, such certificates may or shall be signed.

ARTICLE IXFINANCIAL.

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 XNOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:

- a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
- b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to -him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and
- c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.

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

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

ARTICLE XIASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.

2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation

in accordance with s. 94 of the Act.

3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
 4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
 5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within ten (10) days from the date of receipt of such notice, or within such further period of time and in such installments as the board may otherwise determine.
 6. 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 such unit.
 7. Default in payment of assessment:
 - a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of four (4%) percent per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
 - b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or 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.
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ARTICLE XII

DEFAULT

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 to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.
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 registered mortgagee of such unit who has requested that such notices be sent to him.
3. **Notice of Lien:** Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII

HOUSE RULES

1. **Rules Governing the Use of Units and Common Elements:** The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule 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.
2. **Compliance and Amendment of Rules:** The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.
3. **Adoption of Rules:** The rules and regulations attached hereto as Schedule "A" have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.
4. **Notice of Rule:** Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective and a statement that the owners have the right to requisition a meeting under section 46 of the Act, and the date that the rule becomes effective.

ARTICLE XIV

MISCELLANEOUS

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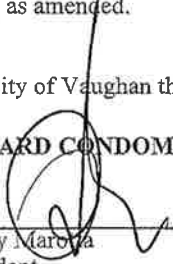
3. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended.

DATED at the City of Vaughan this 3rd day of June, 2014.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255

Per: 
Name: Benny Marotta
Title: President

I have the authority to bind the Corporation.

SCHEDULE "A" TO BY-LAW NO. 1

The following rules shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who,, or whose family, guests, tenants, visitors, servants, invitees, licensees or agents shall cause such damage.
 2. Except as permitted pursuant to the Declaration, no sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Building or common elements whatsoever without the prior written consent of the board.
 3. No owner 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 Building, or on Property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
 4. Water shall not be left running unless in actual use.
 5. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage and the owner agrees to dispose of same in accordance with the rules of the corporation as set out from time to time.
 6. Owners, their families, guests, tenants, invitees, licensees, visitors and servants shall not create or permit the creation of 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, their families, tenants, invitees, licensees, guests, visitors, servants and persons having business with them.
 7. No animal, livestock or fowl, other than a pet, shall be kept on the property, and no pet that is deemed by the board or the manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the common elements. Each pet owner must ensure that his pet does not defecate upon the common elements, and if an accident does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two weeks of receipt of written notice from the board or manager requesting removal of such pet, permanently remove such pet from the property. A pet shall be kept within the unit or may be kept in the exclusive use common element areas appurtenant to such unit only if such pet is kept on a leash. Each owner shall only be entitled to keep a maximum of two (2) pets on the property and in his respective unit.
 8. No noise caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
 9. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
 10. No motor vehicle other than a motorcycle, private passenger automobile, station wagon, light
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duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids shall be parked on any part of the common elements or in any parking units (including any part thereof, of which any owner may have the exclusive use) nor shall such areas be used for storage of parts, equipment or materials, nor shall any repairs be made to such motor vehicle on the common elements or parking units (including any part thereof, of which any owner may have the exclusive use) and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking area designated for parking by the board.

11. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than an area designated for parking by the board. The board may, if it deems advisable, designate certain parking areas for the exclusive use of authorized visitors and handicapped persons. In such instances unit owners shall not park on such designated areas. The board may also designate the hours permitted for visitor parking and may provide for visitors parking passes. Owners are advised that the Corporation may enforce parking by-laws of the Municipality in the instances where the provisions of this paragraph are contravened.
 12. Subject to the Declaration, no television antenna, aerial, tower, satellite dish or similar equipment or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or the common elements, except in connection with a common television cable system that has been installed by the Corporation.
 13. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
 14. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the condominium Corporation against such owner in the same manner as common expenses.
 15. The owner shall maintain his balcony, terrace, patio and front yard area, as applicable, in a clean and sightly manner and shall use this area only for the enjoyment of patio furniture kept thereon. In that regard, such areas shall not be used to store any items including, without limitation, bicycles. In addition, no objects are permitted that exceed the height of the balcony railings. No lights are allowed on balconies other than those permanent lights existing within the building. Without limiting the generality of the forgoing, no barbequing shall be permitted thereon except as permitted in the Declaration and such area shall not be painted and no type of flooring shall be affixed thereto without the consent of the board.
 16. Move ins occur Monday to Friday from 7:00 am to 5:00 pm. Weekend move ins are not permitted.
 17. Owners to comply with the Condominium Corporation's aesthetic look for drapery and any other window coverings. The permitted colour for these products is beige.
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Document General
Form 4 - Land Registration Return Act

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<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center;">Number <u>YR. 2136.990</u> CERTIFICATE OF RECEIPT</p> <p style="text-align: center;">JUN 05 2014 15:56</p> <p>YORK REGION No. 65 AURORA</p> <p style="text-align: center;"><i>Jeff Hilbert</i> Land Registrar</p> <p>Now Property Identifiers _____ Additional: See Schedule <input type="checkbox"/></p> <p>Executions _____ Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages <u>dw</u>										
	(3) Property Identifier(s) _____ Block _____ Property _____ Additional: See Schedule <input type="checkbox"/>	29786-0001 to 29786-0757										
	(4) Nature of Document Condominium By-Law No. 2											
	(5) Consideration _____ Dollars \$											
(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest.												
(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input type="checkbox"/>												
(8) This Document provides as follows: <p style="text-align: center;">SEE CERTIFICATE AND BY-LAW NO. 2 ATTACHED</p> <p style="text-align: right; font-size: small;">Continued on Schedule <input type="checkbox"/></p>												
(9) This Document relates to Instrument number(s) _____												
(10) Party(ies) (Set out Status or Interest) Name(s) YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 by its solicitor, Tals Davis	Signature(s) 	Date of Signature Y M D 2014 06 03										
(11) Address for Service 122 Romina Drive, Concord, Ontario L4K 4Z7												
(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 9255 Jane Street Vaughan, Ontario	(15) Document Prepared by: Tals Davis Barrister & Solicitor 122 Romina Drive Concord, ON L4K 4Z7	<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr><th colspan="2">Fees and Tax</th></tr> <tr><td>Registration Fee</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td>Total</td><td>70.00 dw</td></tr> </table>	Fees and Tax		Registration Fee						Total	70.00 dw
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Registration Fee												
Total	70.00 dw											

**FORM 11
CERTIFICATE IN RESPECT OF BY-LAW
(UNDER SUBSECTION 56(9) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

York Region Standard Condominium Corporation No. 1255 certifies that:

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

Dated at City of Vaughan this 3rd day of June, 2014

YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1255

Per: 

Name: Benny Marotta

Title: President

I have the authority to bind the Corporation.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255

BY-LAW NO. 2

Be it enacted as a by-law of YORK STANDARD CONDOMINIUM CORPORATION NO. 1255 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:


The directors of the Corporation may from time to time:

1. borrow money on the credit of the Corporation;
2. 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;
3. 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;
4. 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;
5. provided that any borrowing which would result in total borrowing aggregating more than an amount equivalent to the Corporation's common expense fees for one (1) month shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners, subject to any provision in the declaration of the Corporation which requires the Corporation to borrow an amount in excess of the Corporation's common expense fees for one (1) month, in which case no such approval shall be required.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns 100 per cent of the units pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended.

DATED at the City of Vaughan this 3rd day of June, 2014.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255

Per: 
 Name: Benny Marotta
 Title: President

I have the authority to bind the Corporation.



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<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">CERTIFICATE OF RECEIPT</p> <p style="text-align: center;">Number YR... <u>2136993</u> ...</p> <p style="text-align: center; font-size: 1.1em;">JUN 05 2014 16:00</p> <p style="font-size: small;">YORK REGION No. 65 AURORA</p> <p style="text-align: center;"><i>Jeff Dill</i> Land Registrar</p> <p style="font-size: x-small;">New Property Identifiers: <i>01/10/14</i> Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: x-small;">Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages <i>dw</i>											
	(3) Property identifier(s) Block Property	29786-0001 to 29786-0757		Additional: See Schedule <input type="checkbox"/>									
	(4) Nature of Document Condominium By-Law No. 3												
	(5) Consideration			Dollars \$									
(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest.													
(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 type="checkbox"/>													
(8) This Document provides as follows: <p style="text-align: center; font-weight: bold;">SEE CERTIFICATE AND BY-LAW NO. 3 ATTACHED</p> <p style="text-align: right; font-size: small;">Continued on Schedule <input type="checkbox"/></p>													
(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 O										
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 by its solicitor, Tals Davis		<i>Tals Davis</i>	2014 06 05										
(11) Address for Service 122 Romina Drive, Concord, Ontario L4K 4Z7													
(12) Party(ies) (Set out Status or Interest) Name(s)		Signature(s)	Date of Signature Y M O										
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**FORM 11
CERTIFICATE IN RESPECT OF BY-LAW
(UNDER SUBSECTION 56(9) OF THE CONDOMINIUM ACT, 1998)**


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1255 certifies that:

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

Dated at City of Vaughan this 3rd day of June, 2014.

YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1255

Per.  _____

Name: Benny Marotta

Title: President

I have the authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255**BY-LAW NO. 3**


Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

1. That the Corporation enter into an assumption agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "Assumption Agreement") with Solmar Inc. (hereinafter called "Solmar") for the purposes of:
 - (a) Confirming the provisions of the Declaration of the Corporation pertaining to the Cost Sharing Agreement as defined in the Assumption Agreement; and;
 - (b) Confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Cost Sharing Agreement (as defined in the Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Cost Sharing Agreement to be observed and performed by Solmar, and to release and indemnify Solmar as there in contained.
2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Cost Sharing Agreement.
3. That all terms, provisions and conditions set out in the Cost Sharing Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.
4. That any of the directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Cost Sharing Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended.

DATED at the City of Vaughan this 3 day of June, 2014.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

Per: 
 Name: Benny Perotia
 Title: President

I/We have the authority to bind the Corporation.

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SCHEDULE "A"

THIS AGREEMENT made this 3rd day of June, 2014.

BETWEEN:

**YORK REGION STANDARD CONDOMINIUM CORPORATION
NO. 1255,**

(hereinafter called the "Condominium Corporation")

OF THE FIRST PART;

- and -

JANE-RUTH DEVELOPMENT INC.

(hereinafter called the "Jane-Ruth")

OF THE SECOND PART;

- and -

SOLMAR INC.

(hereinafter called the "Solmar")

OF THE THIRD PART.

WHEREAS the Declaration of the Phase I Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR1135490 thereby creating a condominium plan legally known as York Region Standard Condominium Plan No. 1113 (Y.R.S.C.C. 1113) and had entered into the Cost Sharing Agreement registered on March 28, 2008, as Instrument No. YR1141811 with Jane-Ruth Development Inc. being the owner for the proposed Phase II, Phase III and Phase IV lands;

AND WHEREAS the Declaration of the Phase II Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR1260114 thereby creating a condominium plan legally known as York Region Standard Condominium Plan No. 1139 (Y.R.S.C.C. 1139) and had entered into the Cost Sharing Agreement registered on December 23, 2008, as Instrument No. YR1271228;

AND WHEREAS the Declaration of the Phase III Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR1758462 thereby creating a condominium plan legally know as York Region Standard Condominium Plan No. 1201;

AND WHEREAS the Declaration of the Phase III Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as Instrument No. YR2128487 thereby creating a condominium plan legally know as York Region Standard Condominium Plan No. 1255;

AND WHEREAS Solmar purchased the lands from Jane-Ruth Development Inc. ("Jane-Ruth") and is now the Declarant and thereafter the condominium corporation registered on such lands.

AND WHEREAS Y.R.S.C.C. No. 1113 and Jane-Ruth entered into the cost sharing agreement (the "Cost Sharing Agreement") made as of the 28th Day of March, 2008, for the purposes of providing for the mutual use, maintenance, repair, replacement, governance and cost sharing of certain of the Shared Facilities (as therein defined) which serve and benefit the parties to the Cost Sharing Agreement;


AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Cost Sharing Agreement to be observed and performed by Jane-Ruth.

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

1. The Condominium Corporation covenants and agrees that as of and from the date of the registration of the Declaration of the Condominium Corporation that it will assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in and under the Cost Sharing Agreement to be observed and performed by Jane-Ruth or Solmar.
2. Jane-Ruth agrees to adjust and if necessary remit payment to the Condominium Corporation forthwith in connection with any amounts owing under the Cost Sharing Agreement by Jane-Ruth as of the date of the registration of the Declaration of the Condominium Corporation.
3. It is expressly understood and agreed, that subject to Jane-Ruth's obligations pursuant to paragraph 2 above that upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges Jane-Ruth and Solmar from Jane-Ruth's covenants and obligations arising under, or in connection with the Cost Sharing Agreement and the Condominium Corporation further covenants to indemnify and save Jane-Ruth and Solmar harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which Jane-Ruth or Solmar may suffer or incur arising directly or indirectly in connection with the Cost Sharing Agreement.
4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

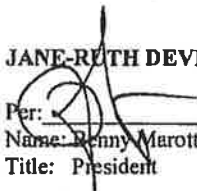
IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

Per 
Name: Benny Marotta
Title: President

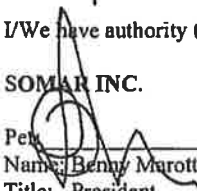
I/We have authority to bind the Corporation.

JANE-RUTH DEVELOPMENT INC.

Per: 
Name: Benny Marotta
Title: President

I/We have authority to bind the corporation.

SOMAR INC.

Per: 
Name: Benny Marotta
Title: President

I/We have authority to bind the corporation.



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REGISTRY OFFICE **Document General**
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<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">Number YR...<u>2137002</u>..... CERTIFICATE OF RECEIPT</p> <p style="text-align: center; font-weight: bold; font-size: 1.1em;">JUN 05 2014 <u>16:05</u>.....</p> <p>YORK REGION No. 65 AURORA</p> <p style="text-align: right; font-weight: bold;">Land Registrar</p> <p>New Property Identifiers <input checked="" type="checkbox"/> Additional: See Schedule <input type="checkbox"/></p> <p>Executions <input type="checkbox"/> Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 3 pages <i>dw</i></p>	<p>(3) Property Identifier(s) Block Property 29786-0001 to 29786-0757</p> <p>Additional: See Schedule <input type="checkbox"/></p>										
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	<p>(5) Consideration Dollars \$</p>												
	<p>(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest.</p>												
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	<p>(9) This Document relates to instrument number(s)</p>												
<p>(10) Party(ies) (Set out Status or Interest) Name(s) YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 by its solicitor, Tais Davis</p> <p style="text-align: right; font-size: small;">Signature(s) Date of Signature Y M D <i>Tais Davis</i> 2014 06 03</p>													
<p>(11) Address for Service 122 Romina Drive, Concord, Ontario L4K 4Z7</p>													
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**FORM 11
CERTIFICATE IN RESPECT OF BY-LAW
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Condominium Act, 1998

York Region Standard Condominium Corporation No. 1255 certifies that:

1. The copy of By-Law Number 4, attached as Schedule A, is a true copy of the By-Law.
2. The By-Law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

Dated at City of Vaughan this 3rd day of June, 2014.

YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1255

Per: 

Name: Henry Marotta

Title: President

I have the authority to bind the Corporation.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255

BY-LAW NO. 4

Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

1. That the Corporation enters into a utility services agreement (the "Utility Services Agreement") with a company (the "Electricity Metering Company") that installs and operates suite metering systems in condominium units to measure electricity consumption.

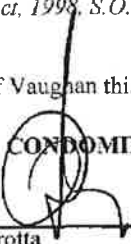
2. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Utility Services Agreement together with all other documents or instruments which are ancillary to the Utility Services Agreement, if any. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

3. That all terms, provisions and conditions set out in the Utility Services Agreement, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended.

DATED at the City of Vaughan this 3rd day of June, 2014.

YORK STANDARD CONDOMINIUM CORPORATION NO. 1255

Per: 
 Name: Benny Marotta
 Title: President

I have the authority to bind the Corporation

I, Tais Davis, am the solicitor for Solmar Inc. one of the parties to the agreement annexed hereto as Schedule "A". I hereby confirm that the applicant, Solmar Inc. has an unregistered estate, right, interest or equity in the lands and premises described in Box 6 hereof, and further confirm that the agreement annexed hereto as Schedule "A" affects and interest in the said lands, and hereby applies under Section 71 of the Land Titles Act for the entry of this notice of agreement against:

- a) each of the unit registers in respect of the firstly described lands in Box 6 hereof; and

This notice will be effective for an indeterminate period of time.

Dated at the City of Vaughan this 3rd day of June, 2014.


Tais Davis

THIS AGREEMENT made as of the day of day of March, 2008.

B E T W E E N:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called the "Phase I Condominium")

OF THE FIRST PART

- and -

JANE-RUTH DEVELOPMENT INC.

as owner of the Phase II Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on such lands, as owner of the Phase III Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on such lands and as owner of the Phase IV Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on such lands

(hereinafter called "Jane-Ruth")

OF THE SECOND PART

WHEREAS the Declaration of Phase I Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No.65) as Instrument No. YR1135490 thereby creating a condominium plan legally known as Vaughan Standard Condominium Plan No. 1113.

AND WHEREAS Jane-Ruth intends to develop and construct a condominium on the Phase II Lands (as hereinafter defined), a condominium on the Phase III Lands (as hereinafter defined) and a condominium on the Phase IV Lands (as hereinafter defined);

AND WHEREAS the parties have entered into this Agreement for the purposes of providing for the mutual use, maintenance, repair, replacement and cost-sharing of certain Shared Facilities, Easements, Shared Services and also the operation, maintenance (on such terms as hereinafter defined) which will serve and benefit the parties hereto;

IN CONSIDERATION OF the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the others as follows:

I. DEFINITIONS

In this Agreement, unless a contrary intention is expressed, the following terms shall have the following meanings:

1. "Acceptable Standards" shall mean:
 - i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
 - ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and
 - iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
2. "Act" shall mean the Condominium Act, 1998, SO. 1998, C. 19, Chapter C.26, as amended;

3. **"ADR"** shall mean alternate dispute resolution in accordance with Article XVI of this Agreement;
4. **"Allocated Share"**, with respect to an Owner (as hereinafter defined), shall mean the proportion of the costs of the Shared Facilities Costs (as hereinafter defined) to be borne by that Owner pursuant to Article VIII of this Agreement;
5. **"Building"** shall mean either the Phase I Building, the Phase II Building, the Phase III Building or the Phase IV Building as the context may require and "Buildings" shall mean collectively all such buildings;
6. **"Common Foundation"** means the foundation structure for any of the Buildings on the Lands which includes:
 - i) the external walls and all supporting walls, pillars, columns and footings;
 - ii) any wall or other vertical or horizontal structure (including chain-link fencing) on or adjacent to any border between the Lands of one Owner and those of another and so located either as a demarcation of such border or to support parts of the structures of the Building or equipment servicing the Building, including side and cross beams;
 - iii) all floors and roof slabs;
 - iv) waterproofing membranes;
 - v) any component of any Building necessary for the support of any part(s) of any other Building;
7. Intentionally deleted;
8. **"Easements"** means the easements referred to in Article IV hereof;
9. **"Future Phase Condominiums"** means the condominium buildings constructed or to be constructed on the Phase II Lands, the Phase III Lands and the Phase IV Lands;
10. **"Future Phase Lands"** means the Phase II Lands and/or the Phase III Lands and/or the Phase IV Lands;
11. **"Insurance Policies"** shall mean the policies or property and liability insurance and/or self-insurance maintained as contemplated in clauses X(1)(a), (b) and (c) of this Agreement;
12. **"Lands"** shall mean the Phase I Lands and the Future Phase Lands taken collectively;
13. **"Owner"** shall mean with respect to the Phase I Lands, the Phase I Condominium; with respect to the Phase II Lands, the Phase II Condominium, and with respect to the Phase III lands, the Phase III Condominium, with respect to the Phase IV Lands, the Phase IV Condominium; as the case may be, including their respective successors, in title, and "Owners" shall have a corresponding meaning as to all the Lands;
14. **"Owners' Liaison Committee"** shall mean committee provided for in paragraph LX(B);
15. **"Phase I Building"** shall mean the building on the Phase I Lands;
16. **"Phase II Building"** shall mean the building on the Phase II Lands;
17. **"Phase III Building"** shall mean the building on the Phase III Lands;
- 17.a) **"Phase IV Building"** shall mean the building on the Phase IV Lands;

18. **"Phase II Condominium"** shall mean the condominium corporation created on the Phase II lands;
19. **"Phase III Condominium"** shall mean the condominium corporation created on the Phase III Lands;
- 19.a) **"Phase IV Condominium"** shall mean the condominium corporation created on the Phase IV Lands;
20. **"Phase I Lands"** shall mean those lands comprising Vaughan Standard Condominium Plan No. _____ ;
21. **"Phase II Lands"** shall mean the lands more particularly described as
22. **"Phase III Lands"** shall mean the lands more particularly described as
- 22.a) **"Phase IV Lands"** shall mean the lands more particularly described as
23. **"Service Units"** means the service units in the Phase I Condominium; in the Phase II Condominium; in the Phase III Condominium; and in the Phase IV Condominium; all of which shall ultimately be shared and used by or on behalf of two or more Components of the Project for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving more than one of the Buildings comprising the Jane-Ruth Project, including, without limitation, the Shared Facilities, in accordance with this Declaration and this Shared Facilities Agreement together with all other mechanical and/or electrical rooms hereafter situate in any of the Buildings comprising the Jane-Ruth Project (and ultimately utilized as separate units) housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;
24. **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in this Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);
25. **"Servient Portion"** with respect to the Lands owned by an Owner or charged in favour of a mortgagee, shall mean the parts thereof subject to the Easements;
26. **"Shared Facilities"** shall mean the facilities described as such in Article VII (I) of this Agreement;
27. **"Shared Services"** shall mean the services for the Shared Facilities;
28. **"Shared Units"** means the Service Units, which are designated as units within the Phase I Condominium, and any similar type units which may be created and designated in the Phase II Condominium and/or the Phase III Condominium and/or the Phase IV Condominium, the ownership of which may ultimately be conveyed by the Declarant to one or more of the other Components of the Project as tenants-in-common;
29. **"Jane-Ruth Project"** shall mean the project consisting of the Phase I Condominium and the Future Phase Condominiums, collectively.

II. RECITALS

II. RECITALS

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

III. FUTURE PHASE CONDOMINIUMS

1. Effect of Agreement

This Agreement shall be and remain in full force and effect and be binding upon the signatories hereto, notwithstanding that the Future Phase Condominiums are not in existence or do not come into existence with respect to the Future Phase Lands.

Upon the registration of a Declaration(s) under the Act in regard to the Future Phase Lands or any part thereof, the condominium corporation(s) so created will be deemed to have assumed the obligations of the Declarant. From and after such date the term "Future Phase Condominiums" as used in this Agreement will mean the Future Phase Condominiums so registered (and defined herein) which will thereafter have all of the rights and obligations of the "Future Phase Condominiums" hereunder, and the term "Future Phase Condominiums" will not thereafter mean the Declarant which party shall be released and relieved of all obligation and liabilities hereunder in respect of the performance of the duties, covenants and agreements to be performed by the "Future Phase condominiums".

IV. EASEMENTS

The Lands of each of the Parties to this Agreement are subject to easements in favour of the other as set out on the registered title of the Lands and to be created in the Declarations creating the Future Phase Condominiums.

V. BENEFIT AND BURDEN

1. The parties hereto hereby acknowledge to and covenant with each other that:
 - a) the principles of reciprocal benefit and burden shall apply and as such each of the easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Lands including the Shared Facilities which are intended to be used and enjoyed by the Owners;
 - b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such easements, benefits and privileges, each Owner hereby accepts and agrees to assume the burdens and obligations imposed on it and agrees to be bound by each and every covenant contained in this Agreement;
 - c) no Owner, unless its Lands are governed by the Act (in which case the provisions of paragraph V (6) of this Agreement shall apply), shall convey any interest in any part(s) of the Lands without obtaining from the grantee thereof a written covenant to be bound by the collective burden associated with such part(s) under this Agreement as described in clauses (a) and (b) hereof, including this paragraph V(1), and seeing to registration thereof on the title to the Lands, immediately after said conveyance.
2. The provisions of this Agreement are intended to run with the Lands and any portion thereof benefitted and burdened thereby, and shall be binding on and enure for the benefit of each of the parties hereto and their respective successor in title thereto.
3. Upon sale, transfer or conveyance by Jane-Ruth or any subsequent transferee of any unit within the Future Phase Condominiums, such transferor shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such unit or land sold, transferred or conveyed, and it shall no longer be liable to the other parties for any breach of this Agreement caused or occurring subsequent to the date of such sale,

transfer or conveyance relating to such unit or land; correspondingly, any subsequent purchaser of such unit or land shall assume pro tanto such liabilities and obligations insofar as the burden of such liabilities are capable of passing to such person by operation of law.

4. No Owner shall:
 - a) relocate, remove, replace, alter or damage any part of the Common Foundation or the soil, or any structure supporting same in any respect without the express written consent of the other parties, which shall not be unreasonably withheld;
 - b) do nor omit to do anything to impair any right of support granted in the Declarations of the corporations comprising the Buildings or to render unstable or unsafe any structure(s), foundation(s), supporting column(s), footing(s), wall(s) or roof or floor slab(s) of the other Owner(s) which are independent of the Lands and/or Building of another Owner for support.
5. No Owner shall exercise any right of replacement in such a way as to substantially expand the dimensions of the structure or component thereby replaced, or as to place any non-trivial burden or greater burden, economic or otherwise, directly or indirectly, on another Owner's Lands and/or Buildings, or as to cause the amount of the other Owner's Allocated Share to increase to any non-trivial extent, without another Owner's prior written consent, which shall not be unreasonably withheld if such expansion, burden or increase may be adequately compensated for monetarily without compromising what the other Owner fairly regards as its essential interests and said Owner legally binds itself to provide such compensation in the same manner as to payment (to the extent applicable) and enforcement as the payment of its own Allocated Share.
6. No Owner shall with respect to any existing or proposed unit on any part(s) of the Lands:
 - a) deliver any Disclosure Statement pursuant to section 73 of the Act or any successor legislative provision, unless the provisions of this Agreement are disclosed therein;
 - b) as a Declarant under the Act, make a conveyance thereof if such conveyance would cause the Owner to cease to be the registered owner of a majority of such units unless it has caused the condominium corporation to take all necessary steps, including the enactment of a by-law, for the execution of an agreement acknowledging the obligation of the condominium corporation to abide by the covenants set out in this Agreement and assuming the burden thereof, which agreement shall be registered against the title to the Lands of the condominium corporation and against the title to the other Owners' Lands and the other Owners shall execute any necessary documentation to register such agreement against its Lands.

VI. MAINTENANCE AND REPAIR

1. The Owners shall, in the manner contemplated by Articles VII, VIII and IX be responsible for governing and arranging for the maintenance, repair, restoration, reconstruction, replacement and inspection of the Shared Facilities to Acceptable Standards, and accordingly, in the manner contemplated in Articles VII and VIII for engaging all requisite contractors, servicemen, suppliers and others required therefor.
2. No Declaration registered against the Lands or any part thereof under the Act shall permit the owner of any unit to maintain or repair any part of the common elements comprised within the Shared Facilities of the condominium corporation thereby created save and except maintenance of exclusive use common elements, if any.

VII. PROVISION OF SHARED SERVICES FOR THE SHARED FACILITIES

1. The following are the Shared Facilities referred to in this Agreement for which the Shared Services shall be supplied:
 - a) those parts of the HVAC, electrical and mechanical systems, energy management system, water main service and pumps, sanitary drainage system, storm drainage system, water service, fire line and sprinkler system, telephone service, and all other systems or services situate in the Buildings as may be set out in Schedule A, excluding any equipment (including connecting cables/conduits/pipes) benefiting solely the Lands and or Buildings of only one Owner and practicably distinguishable from Shared Facilities;
 - b) the physical and structural components as set out in Schedule A;
 - c) the Service Units and the amenities and facilities or other areas as set out in Schedule "A"; and
 - d) the Shared Units as set out in Schedule "A" together with any similar type units which may be designated by the Declarant in the Future Phase Condominiums;

2. The Shared Services include, without restricting the generality of the foregoing:
 - a) maintenance and repair, including renovation or reconstruction as necessary, of the Shared Facilities and to ensure that same are and will operate in accordance with Acceptable Standards, and in accordance with all applicable requirements of the City of Vaughan and any other relevant governmental authority;
 - b) preparation and setting of annual budgets with respect to all Shared Services and Shared Facilities and all matters related thereto;
 - c) obtaining of any professional services, consultants, opinions, reports and advice with respect to the operation, maintenance and/or repair of the Shared Facilities;
 - d) snow removal of adjacent City sidewalks and landscaping;
 - e) personnel;
 - f) window washing; and
 - g) administration expenses.

3. All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Lands and/or Buildings thereby affected or with the benefit of the Easements appurtenant thereto, and where performed by contract with others the contract price shall be competitive except in an emergency in which time did not permit competitive selection.

4. The Shared Facilities shall be maintained, repaired, improved, altered and/or replaced as determined by the Owners' Liaison Committee as set out herein.

5. The Owner of the Lands upon which Shared Facilities are located shall promptly notify the Owners' Liaison Committee of any maintenance, repair or other attention required of which it becomes aware.

6. Each Owner shall provide the other Owners in writing with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.

VIII. COST SHARING

1. The Shared Facilities Costs shall be shared such that each Owner's Allocated Share shall be as follows:
 - (a) The Shared Facilities Costs shall eventually be shared between the Phase I Condominium and the Future Phase Condominiums as provided for in the Declaration of the Phase I Condominium and the Declarations of the Future Phase Condominiums and as set out in Schedule "A". Each Owner's proportionate share of the Shared Facilities Costs, upon completion and registration of all condominium plans shall be calculated in accordance with the Declaration of the Phase I Condominium and the Declarations of the Future Phase Condominiums and as set out in Schedule "A" attached thereto.
 - (b) Until the Future Phase Condominiums become registered the Shared Facilities Costs shall be paid by the Phase I Condominium. Without limiting the generality of the foregoing, Jane-Ruth shall not pay nor be responsible for any portion of such Shared Facilities Costs for or in respect of the Future Phase Condominiums while not yet registered and for which such corporations, if registered, would otherwise be responsible.
 - (c) Schedule "A" sets out the Allocated Share for the Phase I Condominium and each of the Future Phase Condominiums upon completion and registration of all such phases as condominiums. Those Shared Facilities and Shared Services, if any, that has an Allocated Share of zero percent (0%) (or "Nil") for a phase are not shared or not substantially shared by that phase and accordingly, that phase has no obligation with respect to the individual Shared Facility.
2. The cost of any services necessitated by the willful or negligent act or omission of any Owner or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Owner and not included in the Allocation Share of the Owners.

IX. MANAGEMENT

A. Shared Facilities Manager

1. The Shared Facilities and Shared Services shall be administered and overseen by an individual or corporate Shared Facilities Manager engaged by written contract with the Owners' Liaison Committee.
2. Whenever the position of Shared Facilities Manager is about to become, or becomes, vacant, the Owners' Liaison Committee shall tender for a new Shared Facilities Manager to be approved by a majority of the Owners.
3. The Shared Facilities Manager may (but need not) be a manager of any of the Owners.
4. The Board of each Owner, once registered shall accept the Shared Facilities Manager approved by the Owners' Liaison Committee.
5. Forthwith after being appointed, and yearly thereafter, not Later than the 60th day before the end of the current fiscal year the Shared Facilities Manager shall submit to the Owners' Liaison Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the Shared Costs for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Phase I Condominium.
6. Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of expenses on a monthly basis, and the fee to be paid to the Shared Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the approved budget.

7. Each Owner shall incorporate the Shared Facilities Budget into its respective budget.
 8. Each Owner shall provide the monthly contributions as set out in the approved budget to the Manager who shall deposit same in a separate bank account for the Shared Facilities maintained by the Owner' Liaison Committee and the Shared Facilities Manager.
 9. If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Owners' Liaison Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in paragraphs 7 and 8 above shall apply to the said supplemental budget.
 10. Save for emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of property or for the safety of persons, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Owners' Liaison Committee or substantially in excess of any particular item in an approved budget.
 11. The Shared Facilities Manager shall:
 - a) in the case of major emergencies (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Owners' Liaison Committee and act in consultation and co-operation with those authorities and the Owners' Liaison Committee in dealing therewith;
 - b) in the case of all other emergencies, deal expeditiously therewith in accordance with the exigencies thereof and notify the Owners' Liaison Committee as soon as is reasonably possible during business hours.
 12. In any case in which the cost of any particular item of repair is estimated to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00);
 - a) the Shared Facilities Manager shall obtain and submit to the Owners' Liaison Committee three written quotations therefore and may, in addition, submit its own quotation to do the work itself for a lower price;
 - b) the Owners' Liaison Committee shall consider such quotations and make a decision thereon;
 - c) if within fifteen (15) days of the submission of any estimate, actual or deemed agreement has not been reached among the Owners' Liaison Committee as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR, pursuant to Article XVI.
 13. If the cost of any item of the type described in paragraph 12 above does not exceed One Thousand Five Hundred Dollars (\$1,500.00) per annum, the Shared Facilities Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services, provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
 14. If, in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties and unless the Shared Facilities Manager shall rectify such failure or failures
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within fifteen (15) days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work, including the value of the time of the first-mentioned Owner's employees asked to carry out such work.

15. In the event that an Owner completes any repair or other work in an emergency when the Shared Facilities Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to paragraph 14 above.
16. The Shared Facilities Manager for the period of March 12, 2008 to March 11, 2009, unless terminated shall be Downing Street Property Management Inc. ("Downing"). Downing's fee for providing Shared Facilities management services shall be \$7,100.00 inclusive of GST payable annually in equal monthly instalments.

B. OWNERS' MANAGEMENT RESPONSIBILITIES

1. There shall be an Owners' Liaison Committee consisting of:
 - a) one (1) member of the Board of Directors of the Phase I Condominium; and
 - b) one (1) member of the Board of Directors of each of the Future Phase Condominiums (until registration of the Future Phase Condominiums, Jane-Ruth Project shall appoint one (1) individual for each of the Future Phase Condominiums to the Owners' Liaison Committee.

Each of the Phase I Condominium and Future Phase Condominiums shall also appoint an alternative member to fulfill the obligation of the appointed member when unavailable to ensure timely and full operation of the Owners' Liaison Committee. All decisions of the Owners' Liaison Committee shall be by majority and a quorum shall consist of not less than three (3) members.

2. The duties of the Owner's Liaison Committee shall be to discuss matters from time to time respecting the Shared Facilities, and other matters governed by this Agreement requiring decision by the Owners if not otherwise provided for in this Agreement, and in particular, but without restricting the generality of the foregoing:
 - a) any difference over the acceptability of any yearly budget for the Shared Services and Shared Facilities with a view to avoid the need to resort to ADR; and
 - b) major repairs;

for the purposes of making appropriate recommendations to the Owners.
3. Any Owner may call a meeting of the Owners' Liaison Committee on at least five (5) Business Days written notice to the other Owners, and shall co-operate in arranging the time and place thereof as may be reasonable to accommodate the other Owners' members.
4. Any compensation or reimbursement paid to any member of the Owners' Liaison Committee shall be the sole responsibility of the Owner who has appointed that member.
5. Where a matter is of sufficient importance and cannot be resolved through the Owners' respective representatives, the Owners shall co-operate in convening a joint meeting of the Owners' respective boards of directors (or, as to any non-corporate Owner, the equivalent) without unreasonable delay to deal with the matter expeditiously without resort to ADR.

6. Until the registration of the any one or more of the Future Phase Condominiums the manner in which the Shared Facilities are maintained and repaired (and completed) shall be governed and controlled solely by Jane-Ruth.

X. INSURANCE

1. Each Owner, or, if required by the Insurer, the Owners together, shall cause to be taken out and maintained during the currency of its rights and obligations under this Agreement the following Insurance Policies with any insurance company or companies authorized to do business in Ontario and in the case of a condominium corporation created pursuant to the Act, in accordance with the Act and applicable condominium declaration, for:
 - a) its Building and all other insurable equipment belonging to the Owner and from time to time located in the Building in an amount not less than the replacement cost thereof against loss or damage by perils of "all-risks" (being the perils from time to time included in the standard "all-risk" policy issued by insurers from time to time), including resultant damage from error in design and faulty workmanship, to the extent available and as would be obtained by a prudent owner of such a building, and in any event in an amount sufficient to prevent any Owner from being deemed to be a co-insurer;
 - b) comprehensive boiler, machinery and pressure vessel insurance (if required) in such amount as would be normally maintained by a prudent operator of such a complex and which amount shall initially be not less than \$5,000,000.00, which insurance policies and those maintained by the Owner pursuant to clause (a) hereof shall contain a "joint loss agreement" between the property insurers and the boiler insurers; and
 - c) comprehensive public liability, including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Building, or out of the operations of the Owners or its tenants, in, on or about the Building and/or the other Owners' Servient Portions, indemnifying and insuring all Owners and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a building would, from time to time carry not less than \$2,000,000.00 for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the foregoing, with provisions for cross-liability and severability of interests, which insurance policy or policies shall be primary and shall be fully exhausted before calling into contribution any insurance available to the other Owners and any additional insurance placed by the other Owners on its own behalf shall be in excess of the primary insurance required under this Article X.
2. Each Owner shall ensure that each Insurance Policy shall name the other Owners as an additional insured as its interest may appear, contains no co-insurance endorsement and loss payable provisions in favour of the Insurance Trustee contemplated by Article XI to the extent required by that Article.
3. Each Owner shall deliver to the other Owners upon request, adequate proof of the existence of all of the insurance policies as and when reasonably requested.
4. Each Insurance Policy of each Owner shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after thirty (30) days prior written notice to the other Owners.

XI. INSURANCE TRUST

1. Any and all insurance proceeds of any Property Insurance Policy in excess of \$50,000.00 payable to or for any Owner for the repair of its Buildings and

attributable solely to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an Insurance Trustee mutually agreeable to all Owners and if a Trustee cannot be agreed upon the Trustee shall be appointed in accordance with the ADR provisions of Article XVI.

2. The Insurance Trustee appointed in accordance with paragraph I hereof shall be a Trust Company registered under the Loan and Trust Corporations Act or shall be a Chartered Bank, with which the parties shall enter into an agreement providing as follows:
 - a) receipt by the Insurance Trustee of any excess proceeds as contained in paragraph I hereof;
 - b) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article XII.
3. Wall Owners agree not to rebuild in accordance with clause XII (3)(b), there shall be no requirement for the appointment of an Insurance Trustee and all insurance proceeds shall be paid to the respective Owners.

XII. DAMAGE TO THE BUILDINGS

1. If one or more of the Buildings are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.
2. If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its Building and in the event of a dispute such determination shall be made by ADR.
3. Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
 - a) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
 - b) all Owners have elected not to rebuild, the Owners need not rebuild their respective Building; or
 - c) one or more, but not all, of the Owners has elected not to rebuild, the Owner(s) electing not to rebuild shall inform the other Owners of its/their election and shall nevertheless rebuild, repair and restore its/their Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and Buildings by the other Owners.
4. For the purposes of subsection S. 123 and S. 127 of the Act, in the event that any parts of the Lands become governed by the Act, the obligations created in this Article XII shall be deemed to be an encumbrance against each condominium unit and its appurtenant common interest created after the registration of the relevant condominium declaration and description;

XIII. CERTIFICATE OF COMPLIANCE

1. Each Owner at any time and from time to time during the term of this Agreement, within ten (10) days after written request by any person apparently having an interest in the Lands and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:

- a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification;
 - b) whether or not there is any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;
 - c) whether or not an Owner has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Buildings, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owners but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof;
 - d) the current addresses to which notices given to the Owner are required to be delivered under Article XVIII (I) of this Agreement;
2. Any certificate of compliance given pursuant to paragraph I may be pleaded and shall be a complete defense by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.
 3. The Declarant of the Phase I Condominium and the Future Phase Condominiums shall be entitled to a Certificate of Compliance for the initial sale of each condominium unit from each of the parties hereto at no cost to the Declarant.

XIV. DEFAULT

1. Any amounts not contributed by an Owner (the "Defaulting Owner") as required pursuant to this Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus Eight Percent (8%) per annum calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge in favour of the other Owners (the "Non- Defaulting Owners") against the Lands and assets thereon of the Defaulting Owner.
2. The Non-Default Owners shall be entitled to file a caution, lien, or charge against title to the Defaulting Owner as permitted pursuant to the Land Titles Act or other applicable legislation.
3. For the purposes of Sections 122 through 128 of the Act, a lien against a Building shall be deemed to be an encumbrance against each unit and its appurtenant common interest therein.
4. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to subparagraph 1 of this Article XIV hereof, and any lien which would have arisen pursuant to subparagraph 1 of this Article XIV had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

XV. TERMINATION

1. The rights under this Agreement shall be incapable of termination other than by an instrument to that effect executed under seal by all Owners and by any mortgagees of the Lands at that time.
2. Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.

3. If any part(s) of the Lands become governed by the Act and such government is subsequently terminated, the then Owner thereof will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Article XV.

XVI. ALTERNATIVE DISPUTE RESOLUTION

1. Good Faith Negotiations

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities, or provision of Shared Services to an acceptable standard, or this Agreement through good faith negotiations and the parties agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's Allocated Shared of the Shared Costs, shall be determined in the following manner.

2. Dispute Resolution Procedure

Whenever arbitration is permitted or required under this Agreement and the Act, arbitration proceedings may be commenced by any Owner in accordance with the following principles and procedures:

- a) Prior to commencing arbitration proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
- b) If the parties are unable to resolve the question or matter in dispute through good faith negotiations, as provided in Section 132 of the Act; the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular question or matter in dispute. The parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the question or matter submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
- c) If good faith negotiations and the mediation process as described in Sections 2(a) and (b) hereof are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.
- d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The

arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with Arbitrations Act 1991 (Ontario), as amended, and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a questions of law in accordance with Subsection 45(2) of the Arbitrations Act, 1991 or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitrations Act 1991.

- e) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the arbitration. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the arbitration.

Where arbitration is required by this Agreement, commencement and completion of such arbitration in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

3. Ongoing Obligations

For clarity, notwithstanding the nature of the dispute, until the question or matter in dispute is finally determined by arbitration, each disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

4. Rules of Procedure

Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations of the Condominium Dispute Resolution Centre ("CDRC") and the arbitration shall be conducted generally in accordance with the Rules of Procedure for the conduct of arbitrations of the CDRC and also in accordance with the provisions of the Arbitrations Act, 1991 (Ontario), as amended.

XVII. FORCE MAJEURE

Notwithstanding any other provision of the Agreement, whenever and to the extent that any Owner is unable to fulfill or is delayed or restricted in the fulfillment of any of its obligations (other than the payment of money) under this Agreement by reason of any impediment including without limiting the generality of the foregoing:

1. strike;
2. lockout;
3. war, terrorist acts or acts of military authority;
4. rebellion or civil commotion;
5. material or labour shortage not within the control of such Owner;
6. fire, explosion;
7. flood, wind, water, earthquake or other casualty;
8. any applicable lawful statute, by-law, ordinance, regulation or order; or

9. acts of God,

not caused by the default, act, or omission by such Owner and not avoidable or surmountable by the exercise of reasonable effort or foresight by it, then so long as any such impediment exists, such Owner shall be temporarily relieved from the fulfillment of such obligation and the other Owners shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and, to the extent necessitated thereby, there shall be a postponement of any deadline, compliance with which would be otherwise adversely affected by such impediment, provided that at the expiration of such temporary relief, such Owner shall forthwith proceed with fulfillment of such obligation.

XVIII. GENERAL

1. Any notice herein provided for or permitted to be given by any party under this Agreement shall be sufficiently given if delivered to an apparently responsible person at the following address given for such party (or at such replacement address as such party shall have notified any notifying part of in writing), or if Five (5) Days have elapsed from the mailing thereof to such address by prepaid registered post in the City of Ottawa in the absence of any major interruption in postal service affecting the delivery/handling thereof:
 - a) Phase I Condominium:
York Region Standard Condominium Corporation No. 1113
Jane-Ruth Development Inc.
9225 Jane Street
Vaughan, Ontario
 - b) Phase II Condominium:
Jane-Ruth Development Inc.
9235 Jane Street
Vaughan, Ontario
 - c) Phase III Condominium
Jane-Ruth Development Inc.
9245 Jane Street
Vaughan, Ontario
 - d) Phase IV Condominium
Jane-Ruth Development Inc.
9255 Jane Street
Vaughan, Ontario
2. This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.
3. The parties hereto shall without unreasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement.
4. Each of the parties to this Agreement shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms thereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.
5. The failure of any party to this Agreement at any time(s) to enforce any of its rights under the provisions of this Agreement in strict accordance with the terms thereof, shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.
6. This Agreement shall be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that behalf as of the date first above written.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113



BENNY MAROTTA - PRESIDENT
I have authority to bind the corporation

JANE-RUTH DEVELOPMENT INC.



Name: Benny Marotta
Title: President

I have authority to bind the corporation.



SCHEDULE "A"

Shared Items
between Buildings A, B, C and D

	25%	25%	25%	25%
	A	B	C	D
Roadway	•	•	•	•
Walkway	•	•	•	•
Exterior lighting	•	•	•	•
Exterior landscaping	•	•	•	•
Gate house	•	•	•	•
Sanitary drains	•	•	•	•
Storm drains	•	•	•	•
Water supply	•	•	•	•

Hydro supply may be shared
by either all four buildings or
two or three buildings

Properties

PIN 29670 - 0011 LT *Interest/Estate* Fee Simple
Description UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1139 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT W 3/4 LT 16 CON 4 VAUGHAN, PTS 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 15, 16, 17, 18, 29, 44, 45, 48, 49, 50, 51 & 56 65R31246, VAUGHAN; S/T & T/W AS SET OUT IN SCHEDULE 'A' OF DECLARATION YR1260114; SUBJECT TO AN EASEMENT AS IN YR1973738
Address U11L1 UNIT
 9235 JANE STREET, GATEHOUSE
 VAUGHAN

Consideration

Consideration \$2.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name JANE-RUTH DEVELOPMENT INC.
Address for Service 122 Romina Drive, Concord, Ontario
 L4K 4Z7

I, Benedetto (Benny) Marotta, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

<i>Name</i>	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113	an undivided 25.0% interest
<i>Address for Service</i>	c/o Zoran Properties Inc. 940 The East Mall, Suite 303, Toronto, Ontario M9B 6J7	
<i>Name</i>	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1139	an undivided 25.0% interest
<i>Address for Service</i>	c/o Wilson Blanchard Management Inc. 701 Main Street West, Suite 101, Hamilton, Ontario L8S 1A2	
<i>Name</i>	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1201	an undivided 25.0% interest
<i>Address for Service</i>	c/o Zoran Properties Inc. 940 The East Mall, Suite 303, Toronto, Ontario M9B 6J7	
<i>Name</i>	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255	an undivided 25.0% interest
<i>Address for Service</i>	c/o Zoran Properties Inc. 940 The East Mall, Suite 303, Toronto, Ontario M9B 6J7	

Statements

Schedule: Elia Associates, Barristers and Solicitors, represent York Region Standard Condominium Corporation No. 1113; Fine & Deo, Barristers and Solicitors represent York Region Standard Condominium Corporation No. 1139; Miller Thomson, Barristers and Solicitors represent York Region Standard Condominium Corporation No. 1201 and York Region Standard Condominium Corporation No. 1255.

Signed By

Tais Davis 122 Romina Drive acting for Signed 2015 03 24
 Concord Transferor(s)
 L4K 4Z7

Tel 9056609222

Fax 9056604002

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 29670 - 0011 UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1139 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT W 3/4 LT 16 CON 4 VAUGHAN, PTS 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 15, 16, 17, 18, 29, 44, 45, 48, 49, 50, 51 & 56 65R31246, VAUGHAN; S/T & T/W AS SET OUT IN SCHEDULE 'A' OF DECLARATION YR1260114; SUBJECT TO AN EASEMENT AS IN YR1973738

BY: JANE-RUTH DEVELOPMENT INC.
TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113 an undivided 25.0% interest
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1139 an undivided 25.0% interest
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1201 an undivided 25.0% interest
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 an undivided 25.0% interest

1. ENRICO MINICUCCI AND FRANK MARRA FOR YRSCC1113, DINO COLLIANO AND RUSS MANOCK FOR YRSCC1139, CARLOS BARBOSA AND MICHAEL MOROZOV FOR YRSCC1201, AND FRANK VENNERI AND VICTOR CAMARDO FOR YRSCC1255

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113 AND YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1139 AND YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1201 AND YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 described in paragraph(s) (C) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	2.00

4.

Explanation for nominal considerations:

s) other: Transfer of Unit 11, Level 1 - Gate House Unit pursuant to Condominium Declarations registered as Instrument Nos. YR1135490, YR1260114, YR1758462 & YR2128487

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 65 Registration No. YR2269936 Date: 2015/03/24
B. Property(s): PIN 29670 - 0011 Address 9235 JANE STREET, Assessment -
GATEHOUSE UNIT U11L1 Roll No
VAUGHAN
C. Address for Service: c/o Zoran Properties Inc.
940 The East Mall, Suite 303, Toronto, Ontario M9B 6J7
c/o Wilson Blanchard Management Inc.
701 Main Street West, Suite 101, Hamilton, Ontario L8S 1A2
c/o Zoran Properties Inc.
940 The East Mall, Suite 303, Toronto, Ontario M9B 6J7
D. (i) Last Conveyance(s): PIN 29670 - 0011 Registration No. YR1973738
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known
E. Tax Statements Prepared By: Warren David Kleiner

LAND TRANSFER TAX STATEMENTS

40 King Street West, Suite 5800
Toronto M5H 3S1

Properties

PIN 29786 - 0002 LT Interest/Estate Fee Simple
 Description UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255 AND
 ITS APPURTENANT INTEREST; CITY OF VAUGHAN
 Address 102 SUITE
 9255 JANE STREET
 VAUGHAN

Consideration

Consideration \$136,800.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name SOLMAR INC.
 Address for Service 122 Romina Drive, Concord, Ontario
 L4K 4Z7

I, Benny Marotta (President), have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Transferee(s)

Capacity

Share

Name YORK REGION STANDARD CONDOMINIUM
 CORPORATION NO. 1255
 Address for Service c/o Elite Core Property Management
 940 The East Mall Suite 303
 Toronto, ON M9B 6J7

Signed By

Tais Davis 122 Romina Drive acting for Signed 2015 07 07
 Concord Transferor(s)
 L4K 4Z7

Tel 9056609222
 Fax 9056604002

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).
 I have the authority to sign and register the document on behalf of the Transferor(s).

Odysseas Papadimitriou 40 King Street West, Suite 5800 acting for Signed 2015 07 07
 Toronto Transferee(s)
 M5H 3S1

Tel 416-595-8500
 Fax 416-595-8695

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).
 I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

MILLER THOMSON 40 King Street West, Suite 5800 2015 07 07
 Toronto
 M5H 3S1

Tel 416-595-8500
 Fax 416-595-8695

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$1,093.00
Total Paid	\$1,153.00

LRO # 65 **Transfer**

Received as YR2317217 on 2015 07 07 at 11:06

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

File Number

Transferee Client File Number :

197180-1

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 29786 - 0002 UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255 AND ITS APPURTENANT INTEREST; CITY OF VAUGHAN

BY: SOLMAR INC.

TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

1. FRANK VENNARI AND JOSEPH MACCHIA

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 described in paragraph(s) (C) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	136,800.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	136,800.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	136,800.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 65 Registration No. YR2317217 Date: 2015/07/07

B. Property(s): PIN 29786 - 0002 Address 9255 JANE STREET SUITE 102 Assessment - Roll No VAUGHAN

C. Address for Service: c/o Elite Core Property Management
940 The East Mall Suite 303
Toronto, ON M9B 6J7

D. (i) Last Conveyance(s): PIN 29786 - 0002 Registration No. YR1887461
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Odysseas Papadimitriou
40 King Street West, Suite 5800
Toronto M5H 3S1



Document General

Do Process Software • (416) 322-6111

D

Form 4 — Land Registration Reform Act

FOR OFFICE USE ONLY

Number VR 2546316
CERTIFICATE OF RECEIPT
SEP 20 2016 13:40

YORK REGION
No. 65
AURORA

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 Property 29786-0001 to 29786-0757 Additional: See Schedule

(4) Nature of Document **Condominium By-Law No. 5**

(5) Consideration Dollars \$

(6) Description **All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest**

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

(8) This Document provides as follows:
See Certificate and By-Law No. 5 attached

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
York Region Standard Condominium Corporation No. 1255 by its solicitor Per: *Warren Kleiner* 2016 08 30

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

(13) Address for Service

(14) Municipal Address of Property
**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:
**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**
Warren Kleiner

Fees and Tax	
Registration Fee	
Total	33

CERTIFICATE IN RESPECT OF A BY-LAW

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


YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (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 20 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Trustee

Per: 
Name: Frank Venturi
Title: PRESIDENT
(We have the authority to bind the corporation)

SCHEDULE "A"

**BY LAW NO. 5
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255**

INCREASING THE NUMBER OF DIRECTORS

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") that By-law No. 1 of the Corporation shall be amended as follows:

1. by deleting clause (2) of Article VI and replacing it with the following:

Number of Directors and Quorum: The number of directors shall be five (5) of whom a minimum of 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 deleting clause (4) of Article VI and replacing it with the following:

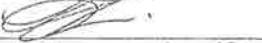
Election and Term. Subject to the Act, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected. At the meeting at which this By-law is approved, the directors' positions pursuant to this By-law will have the following terms: one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. The person receiving the greatest number of votes will serve the three (3) year term and the person receiving the next greatest number of votes will serve the two (2) year term. The directors will commence their service as board members when this by-law is registered in the Land Registry Office in accordance with the requirements of the Condominium Act. At each Annual General Meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing By-law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 29 day of June, 2016,

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VENNEMA
Title: PRESIDENT
I/We have the authority to bind the corporation

FOR OFFICE USE ONLY

Number YR. 2546318
CERTIFICATE OF RECEIPT

SEP 20 2016 13:43

YORK REGION
No. 65
AUFORA

Jeff Hill
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 Property Additional: See Schedule
29786-0001 to 29786-0757

(4) Nature of Document
Condominium By-Law No. 6

(5) Consideration
Dollars \$

(6) Description
All units and common elements comprising the proepty included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest

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

(8) This Document provides as follows:
See Certificate and By-Law No. 6 attached

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
York Region Standard Condominium Corporation No. 1255 by its solicitor Per: *Warren Kleiner* **2016 08 30**

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

(13) Address for Service

(14) Municipal Address of Property
**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:
**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**

Fees and Tax	
Registration Fee	
Total	

CERTIFICATE IN RESPECT OF A BY-LAW

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

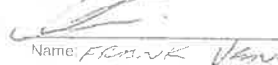
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (known as the "Corporation") certifies that:

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 9th day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: Frank Vannucci
Title: President
I/We have the authority to bind the corporation

SCHEDULE "A"

BY-LAW NO. 6

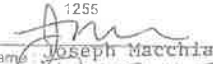
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255


BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") as follows:

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

WITNESS the corporate seal of the Corporation this 20 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: Phyllis Venturini
Title: President
I have the authority to bind the corporation.

SCHEDULE "A"

RESIDENTIAL UNIT CLASS – STANDARD UNIT

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

The boundaries of the Residential Units are defined in the Corporation's Declaration and Description.

GENERAL

Ceilings	<ul style="list-style-type: none"> • Nine (9) ft ceiling on floors 2 through 15. • Ten (10) ft ceiling on ground floor and penthouse units in the main living areas but subject to ceiling bulkheads or dropped ceilings where required, such as in foyers, hallways, closets, laundry rooms, storage rooms, bathrooms and kitchens. • White stippled ceilings throughout except for kitchen, laundry and bathrooms which are smooth painted with white semi-gloss.
Baseboards	<ul style="list-style-type: none"> • Paint grade colonial style 3 1/2 inch MDF baseboards
Paint grade on walls	<ul style="list-style-type: none"> • Walls are primed and painted drywall throughout with ivory latex paint, except for kitchen and bathroom which are ivory semi-gloss paint. Trim paint white semi-gloss throughout
Doors	<ul style="list-style-type: none"> • Seven (7) ft paneled with paint finish on floors 2 – 15 • Eight (8) ft solid core paneled on ground floor and penthouse • Entry closet has either a single door or mirrored sliding doors, as per plans
Hardware	<ul style="list-style-type: none"> • Brushed nickel hardware

KITCHEN

Cabinetry	<ul style="list-style-type: none"> • Standard euro-style melamine cabinets
Back splash	<ul style="list-style-type: none"> • 3" x 6" standard ceramic tile
Faucets	<ul style="list-style-type: none"> • Single lever faucet and pull-out spray
Oven exhaust fan	<ul style="list-style-type: none"> • Duct work for exterior venting to allow for microwave with exhaust fan
Sink	<ul style="list-style-type: none"> • Double compartment under-mount stainless steel sink
Other	<ul style="list-style-type: none"> • Rough-in for plumbing and electrical for dishwasher

BATHROOMS and LAUNDRY ROOM

Bathroom

Cabinetry	<ul style="list-style-type: none"> • Standard euro-style melamine cabinets
Sink	<ul style="list-style-type: none"> • White Single sink
Tub and Toilets	<ul style="list-style-type: none"> • Standard 5' soaker tub and/or separate shower stall, as per plan, surrounded with 3" x 6" ceramic tiles • Standard 2 piece white Toilet

Cabinetry	<ul style="list-style-type: none"> Standard euro-style melamine cabinets
Faucets	<ul style="list-style-type: none"> Pressure control valve in shower chrome faucets and hardware
Exhaust fan	<ul style="list-style-type: none"> Duct work for exterior venting to allow for owner installed exhaust fan

Laundry Room

Venting for washer and dryer	<ul style="list-style-type: none"> Roughed in to exterior Heavy duty wiring and receptacle to permit owner installed stacked washer/dryer Standard laundry tub
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ELECTRICAL and LIGHTING

Outlets	<ul style="list-style-type: none"> Number conforms to O.B.C.
Light switches	<ul style="list-style-type: none"> White Decora switches, receptacles and covers throughout
Cable for stove & dryer	<ul style="list-style-type: none"> Heavy duty
TV Cable Outlets	<ul style="list-style-type: none"> Pre-wired outlets in living room and bedroom with RG-6 cable Convenient switch controlled receptacle out in living room One (1) combined multi-port outlet with telephone and cable connection, as per plans.
Telephone Outlets	<ul style="list-style-type: none"> Pre-wired outlets in living room and bedroom(s), using Category 5 wiring
Fixtures	<ul style="list-style-type: none"> Basic ceiling light fixtures in the foyer, hallway(s), walk-in closet(s), kitchen, den, breakfast area, capped ceiling light outlet dining room and bedrooms, as per plan;
Wiring	<ul style="list-style-type: none"> 100 amp service with circuit breaker panel
Smoke detectors, CO Detectors, Fire Alarm	<ul style="list-style-type: none"> Smoke detectors, as required by the O.B.C. Carbon monoxide detectors, where required by regulations Fire alarm with heat sensor connected to building fire panel, with in-suite speakers
Alarm	<ul style="list-style-type: none"> Personally coded alarm with entry door contact and keypad

HEATING

Heating and Air Conditioning	<ul style="list-style-type: none"> Fan coil unit, number of units as per plan
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NOTE:

- Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason.

2. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors
3. The Standard Unit for all Classes of units shall not include any flooring material of any sort and without limiting the generality of the foregoing, includes carpet, wood floor and/or tiles, and any underlying and adhesive of any sort.
4. Reference to "plan" or "plans" is a reference to the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s).
5. The Standard Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending thereon, installed by or on behalf of the declarant or the Corporation and replacements thereof, which provides services to that particular unit only.

FOR OFFICE USE ONLY

Number YR 2546320
CERTIFICATE OF RECEIPT

SEP 20 2016 13:45

YORK REGION
No. 65
AURORA

Jeff Hilbert
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages
(3) Property Identifier(s)	Block 29786-0001 to 29786-0757	Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Condominium By-Law No. 7		
(5) Consideration Dollars \$		
(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest		
(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 Certificate and By-Law No. 7 attached

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
York Region Standard Condominium Corporation No. 1255 by its solicitor	Per: <i>WVK</i> Warren Kleiner	2016 08 30

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors,
5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

(13) Address for Service

(14) Municipal Address of Property
**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:

**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**

FOR OFFICE USE ONLY		Fees and Tax	
Registration Fee			
Total			

2

CERTIFICATE IN RESPECT OF A BY-LAW

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 7, attached as Schedule "A", is a true copy of the By-law.
2. ~~The By-law was made in accordance~~ with the *Condominium Act, 1998*.
3. ~~The owners of a majority of the~~ units of the Corporation have voted in favour of ~~confirming the~~ By-law.

DATED this 30 day of June, 2016,

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.

1255

Per:

[Signature]
Name: Joseph Macchia
Title: Treasurer

Per:

[Signature]
Name: Fiona Kennedy
Title: PRESIDENT
We have the authority to bind the corporation

SCHEDULE "A"

BY-LAW NO. 7

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") as follows:

ARTICLE 1 – INSURANCE DEDUCTIBLES

- 1.1 Pursuant to subsection 105 of the *Condominium Act, 1998* (the "Act"), the responsibility of an owner or owners to pay the deductible payable under an insurance policy held by the Corporation shall be determined in the following order, without limiting the Corporation's right to rely on any or all of the following:
 - (i) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, the common elements or other units, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
 - (ii) where damage occurs in or to a unit, the common elements and/or other units (excluding the owner's improvements and personal belongings) and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage originated shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage;
 - (iii) where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage; and
 - (iv) should an incident cause damage to more than one (1) unit, or to the exclusive use common element area(s) appurtenant to more than one unit, and where such damage was not caused by, nor the result of an act or omission on the part of the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation and that is applicable to the insurance claim for the repair of such damage, on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the Board, acting reasonably, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (ii) and (iii) above.

ARTICLE 2 – INDEMNIFICATION

- 2.1 Each owner shall indemnify and save the Corporation harmless from and against any and all damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
 - (i) all legal costs and disbursements incurred by the Corporation; and
 - (ii) any costs incurred by the Corporation:
 - (A) to redress, rectify and/or obtain relief from any injury, loss or damages incurred by the Corporation, including any as a result of any legal actions taken by an owner against the Corporation, if the Corporation is successful;
 - (B) for repairs made by the Corporation to his/her unit and/or to any part of the common element adjacent to and/or serving his/her unit, and for any repairs to other units and the common elements, which repairs were

necessary because of damage for which the owner is responsible, including the actions of the residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Corporation's insurer);

- (C) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time;
- (D) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation, including the need for an oppression remedy;
- (E) to collect monies owing to the Corporation by an owner; and/or
- (F) ~~all amounts for which the unit owner is responsible pursuant to the Act, declaration, by-laws and/or any rules of the Corporation shall form part of the contributions to the~~ common expenses payable for the particular unit.

ARTICLE 3 – MISCELLANEOUS

3.1 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.

3.2 Waiver

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

3.3 Headings

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

3.4 Amendment

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

3.5 Conflicts

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

York Region Standard Condominium Corporation No. 1255 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 01 day of June, 2016

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: [Signature]
Name: Treasurer
Title: Joseph Macchia

Per: _____
Name:
Title:
I/We have the authority to bind the corporation.

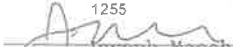
6

York Region Standard Condominium Corporation No. 1255 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.


WITNESS the corporate seal of the Corporation this 30 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per:


Name: Joseph Macchia
Title: Treasurer

Per:


Name: Francis Venneri
Title: PRESIDENT
(We have the authority to bind the corporation)

FOR OFFICE USE ONLY

Number YR 2546316
CERTIFICATE OF RECEIPT

SEP 20 2016 13:40

YORK REGION
No. 65
AURORA

Jeff Hillier
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 Property 29786-0001 to 29786-0757 Additional: See Schedule

(4) Nature of Document **Condominium By-Law No. 5**

(5) Consideration Dollars \$

(6) Description **All units and ocmmn elements comprising the proepty included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest**

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

(8) This Document provides as follows:
See Certificate and By-Law No. 5 attached

Continued on Schedule

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

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

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
York Region Standard Condominium Corporation No. 1255 by its solicitor	Per: <i>Warren Kleiner</i> Warren Kleiner	2016	08	20

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

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

(13) Address for Service

(14) Municipal Address of Property

**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:

**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**

Warren Kleiner

Fees and Tax	
Registration Fee	
Total	33.35

FOR OFFICE USE ONLY

CERTIFICATE IN RESPECT OF A BY-LAW

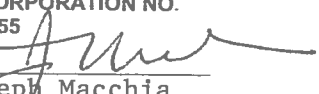
(Under subsection 56(9) of the Condominium Act, 1998)

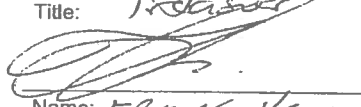
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (known as the "Corporation") certifies that:

- 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 20 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VENIERI
Title: PRESIDENT
I/We have the authority to bind the corporation

SCHEDULE "A"

BY LAW NO. 5
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

INCREASING THE NUMBER OF DIRECTORS

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") that By-law No. 1 of the Corporation shall be amended as follows:

- 1. by deleting clause (2) of Article VI and replacing it with the following:

Number of Directors and Quorum: The number of directors shall be five (5) of whom a minimum of 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 deleting clause (4) of Article VI and replacing it with the following:


Election and Term: Subject to the Act, the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected. At the meeting at which this By-law is approved, the directors' positions pursuant to this By-law will have the following terms: one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. The person receiving the greatest number of votes will serve the three (3) year term and the person receiving the next greatest number of votes will serve the two (2) year term. The directors will commence their service as board members when this by-law is registered in the Land Registry Office in accordance with the requirements of the Condominium Act. At each Annual General Meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 hereby enacts the foregoing By-law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 30 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VENNFEM
Title: PRESIDENT
I/We have the authority to bind the corporation

FOR OFFICE USE ONLY

Number YR. 2546318
CERTIFICATE OF RECEIPT

SEP 20 2016 13:43

YORK REGION
No. 65
AURORA

Jeff Hilbert
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 Property
29786-0001 to 29786-0757
Additional:
See
Schedule

(4) Nature of Document
Condominium By-Law No. 6

(5) Consideration
Dollars \$

(6) Description
All units and ocmmon elements comprising the proepty included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest

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

(8) This Document provides as follows:
See Certificate and By-Law No. 6 attached

Continued on Schedule

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

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

Name(s)

Signature(s)

Date of Signature
Y M D

York Region Standard Condominium Corporation No. 1255 by its solicitor

Per: *Warren Kleiner*
Warren Kleiner

2016 08 30

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:

**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	

CERTIFICATE IN RESPECT OF A BY-LAW

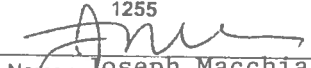
(Under subsection 56(9) of the Condominium Act, 1998)


YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (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 20th day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VANNUCCI
Title: PRESIDENT
We have the authority to bind the corporation

SCHEDULE "A"

BY-LAW NO. 6

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") as follows:

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

WITNESS the corporate seal of the Corporation this 20 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: [Signature]
Name: Joseph Macchia
Title: Treasurer

Per: [Signature]
Name: Frank Venturini
Title: President
We have the authority to bind the corporation

SCHEDULE "A"

RESIDENTIAL UNIT CLASS – STANDARD UNIT

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

The boundaries of the Residential Units are defined in the Corporation's Declaration and Description.

GENERAL

Ceilings	<ul style="list-style-type: none"> • Nine (9) ft ceiling on floors 2 through 15. • Ten (10) ft ceiling on ground floor and penthouse units' in the main living areas but subject to ceiling bulkheads or dropped ceilings where required, such as in foyers, hallways, closets, laundry rooms, storage rooms, bathrooms and kitchens. • White stippled ceilings throughout except for kitchen, laundry and bathrooms which are smooth painted with white semi-gloss.
Baseboards	<ul style="list-style-type: none"> • Paint grade colonial style 3 ½ inch MDF baseboards
Paint grade on walls	<ul style="list-style-type: none"> • Walls are primed and painted drywall throughout with ivory latex paint, except for kitchen and bathroom which are ivory semi-gloss paint. Trim paint white semi-gloss throughout
Doors	<ul style="list-style-type: none"> • Seven (7) ft paneled with paint finish on floors 2 – 15 • Eight (8) ft solid core paneled on ground floor and penthouse • Entry closet has either a single door or mirrored sliding doors, as per plans
Hardware	<ul style="list-style-type: none"> • Brushed nickel hardware

KITCHEN

Cabinetry	<ul style="list-style-type: none"> • Standard euro-style melamine cabinets
Back splash	<ul style="list-style-type: none"> • 3" x 6" standard ceramic tile
Faucets	<ul style="list-style-type: none"> • Single lever faucet and pull-out spray
Oven exhaust fan	<ul style="list-style-type: none"> • Duct work for exterior venting to allow for microwave with exhaust fan
Sink	<ul style="list-style-type: none"> • Double compartment under-mount stainless steel sink
Other	<ul style="list-style-type: none"> • Rough-in for plumbing and electrical for dishwasher

BATHROOMS and LAUNDRY ROOM

Bathroom

Cabinetry	<ul style="list-style-type: none"> • Standard euro-style melamine cabinets
Sink	<ul style="list-style-type: none"> • White Single sink
Tub and Toilets	<ul style="list-style-type: none"> • Standard 5' soaker tub and/or separate shower stall, as per plan, surrounded with 3" x 6" ceramic tiles • Standard 2 piece white Toilet

Cabinetry	<ul style="list-style-type: none"> • Standard euro-style melamine cabinets
Faucets	<ul style="list-style-type: none"> • Pressure control valve in shower • chrome faucets and hardware
Exhaust fan	<ul style="list-style-type: none"> • Duct work for exterior venting to allow for owner installed exhaust fan

Laundry Room

Venting for washer and dryer	<ul style="list-style-type: none"> • Roughed in to exterior • Heavy duty wiring and receptacle to permit owner installed stacked washer/dryer • Standard laundry tub
-------------------------------------	---

ELECTRICAL and LIGHTING

Outlets	<ul style="list-style-type: none"> • Number conforms to O.B.C.
Light switches	<ul style="list-style-type: none"> • White Decora switches, receptacles and covers throughout
Cable for stove & dryer	<ul style="list-style-type: none"> • Heavy duty
TV Cable Outlets	<ul style="list-style-type: none"> • Pre-wired outlets in living room and bedroom with RG-6 cable • Convenient switch controlled receptacle out in living room • One (1) combined multi-port outlet with telephone and cable connection, as per plans.
Telephone Outlets	<ul style="list-style-type: none"> • Pre-wired outlets in living room and bedroom(s), using Category 5 wiring
Fixtures	<ul style="list-style-type: none"> • Basic ceiling light fixtures in the foyer, hallway(s), walk-in closet(s), kitchen, den, breakfast area, capped ceiling light outlet dining room and bedrooms, as per plan;
Wiring	<ul style="list-style-type: none"> • 100 amp service with circuit breaker panel
Smoke detectors, CO Detectors, Fire Alarm	<ul style="list-style-type: none"> • Smoke detectors, as required by the O.B.C. • Carbon monoxide detectors, where required by regulations • Fire alarm with heat sensor connected to building fire panel, with in-suite speakers
Alarm	<ul style="list-style-type: none"> • Personally coded alarm with entry door contact and keypad

HEATING

Heating and Air Conditioning	<ul style="list-style-type: none"> • Fan coil unit, number of units as per plan
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NOTE:

1. Any of the aforementioned materials, models or brands may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason.

2. Should a dispute/disagreement arise over the quality and/or finish of any Item listed above, the final and unfettered determination of same shall be reserved to the board of directors.
3. The Standard Unit for all classes of units shall not include any flooring material of any sort and without limiting the generality of the foregoing, includes carpet, wood floor and/or tiles, and any underlying and adhesive of any sort.
4. Reference to "plan" or "plans" is a reference to the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s).
5. The Standard Unit shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending thereto, installed by or on behalf of the declarant or the Corporation and replacements thereof, which provides services to that particular unit only.

FOR OFFICE USE ONLY

Number YR 2546320
CERTIFICATE OF RECEIPT

SEP 20 2016 13:45

YORK REGION
No. 65
AURORA

Jeff Hill
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages
(3) Property Identifier(s)	Block 29786-0001 to 29786-0757	Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Condominium By-Law No. 7		
(5) Consideration Dollars \$		
(6) Description All units and ocmmon elements comprising the proepty included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest		
(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 Certificate and By-Law No. 7 attached

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
York Region Standard Condominium Corporation No. 1255 by its solicitor	Per: <i>W.K.</i> Warren Kleiner	2016 08 30

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors,
5800 - 40 King Street West, Toronto, ON M5H 3S1**

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

(13) Address for Service

(14) Municipal Address of Property

**9255 Jane Street
Vaughan, ON**

(15) Document Prepared by:

**Miller Thomson LLP
40 King St. W.
Suite 5800
Toronto, ON
M5H 3S1**

Fees and Tax	
Registration Fee	
Total	

CERTIFICATE IN RESPECT OF A BY-LAW


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


YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 7, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 29 day of June, 2016.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255**

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VENNERT
Title: PRESIDENT
I/We have the authority to bind the corporation

SCHEDULE "A"

BY-LAW NO. 7

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1255 (the "Corporation") as follows:

ARTICLE 1 – INSURANCE DEDUCTIBLES

- 1.1 Pursuant to subsection 105 of the *Condominium Act, 1998* (the "Act"), the responsibility of an owner or owners to pay the deductible payable under an insurance policy held by the Corporation shall be determined in the following order, without limiting the Corporation's right to rely on any or all of the following:
 - (i) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, the common elements or other units, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
 - (ii) where damage occurs in or to a unit, the common elements and/or other units (excluding the owner's improvements and personal belongings) and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage originated shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage;
 - (iii) where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage; and
 - (iv) should an incident cause damage to more than one (1) unit, or to the exclusive use common element area(s) appurtenant to more than one unit, and where such damage was not caused by, nor the result of an act or omission on the part of the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation and that is applicable to the insurance claim for the repair of such damage, on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the Board, acting reasonably, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (ii) and (iii) above.

ARTICLE 2 – INDEMNIFICATION

- 2.1 Each owner shall indemnify and save the Corporation harmless from and against any and all damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
 - (i) all legal costs and disbursements incurred by the Corporation; and
 - (ii) any costs incurred by the Corporation:
 - (A) to redress, rectify and/or obtain relief from any injury, loss or damages incurred by the Corporation, including any as a result of any legal actions taken by an owner against the Corporation, if the Corporation is successful;
 - (B) for repairs made by the Corporation to his/her unit and/or to any part of the common element adjacent to and/or serving his/her unit, and for any repairs to other units and the common elements, which repairs were

necessary because of damage for which the owner is responsible, including the actions of the residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Corporation's insurer);

- (C) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time;
- (D) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation, including the need for an oppression remedy;
- (E) to collect monies owing to the Corporation by an owner; and/or
- (F) all amounts for which the unit owner is responsible pursuant to the Act, declaration, by-laws and/or any rules of the Corporation shall form part of the contributions to the common expenses payable for the particular unit.

ARTICLE 3 – MISCELLANEOUS

3.1 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.

3.2 Waiver

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

3.3 Headings

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

3.4 Amendment

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

3.5 Conflicts

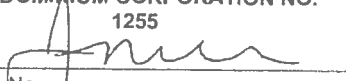
- (a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration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

York Region Standard Condominium Corporation No. 1255 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 01 day of June, 2016.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255**

Per:


Name: Treasurer
Title: Joseph Macchia

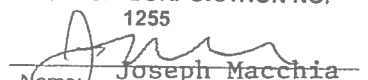
Per:

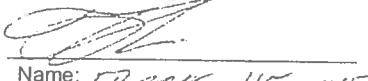
Name:
Title:
I/We have the authority to bind the corporation

York Region Standard Condominium Corporation No. 1255 hereby enacts the foregoing By-Law passed by the board of directors and confirmed by a vote of owners who own not less than a majority of units, in accordance with the Act.

WITNESS the corporate seal of the Corporation this 30 day of June, 2016.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255

Per: 
Name: Joseph Macchia
Title: Treasurer

Per: 
Name: FRANK VENTURI
Title: PRESIDENT
I/We have the authority to bind the corporation

FOR OFFICE USE ONLY



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

(3) Property Identifier(s) Block Property 29786-0001 to 29786-0450 Additional: See Schedule

(4) Nature of Document
By-law
(under subsection 56(9) of the Condominium Act, 1998)

(5) Consideration
TWO----- Dollars \$ **2.00**

(6) Description
All Units and common elements comprising the property included in York Region Standard Condominium Plan No. 1255
Land Titles Division of Toronto (No. 65)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:
See Schedule

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
York Region Standard Condominium Corporation No. 1255 **Per: Joy Mathews** **2020 08 06**
I have authority to bind the Corporation

(11) Address for Service **9255 Jane Street Maple, ON, L6A 0K1**

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

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Rutherford & Mathews
5000 Yonge Street, Suite 1901
Toronto, Ontario
M2N 7E9
Attention: Joy Mathews

Fees and Tax	
Registration Fee	
Total	

Form 11
Condominium Act, 1998

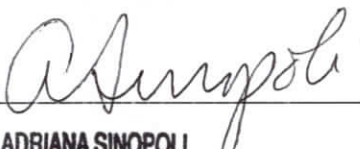
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1255 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 8, 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 5th day of February, 2020.

York Region Standard Condominium Corporation No. 1255

Per: 
Name: _____
Title: **ADRIANA SINOPOLI**
PRESIDENT
I have authority to bind the Corporation.

Per: 
Name: Margaret Sassi
Title: Director
I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255
(THE "CORPORATION")

BY-LAW NO. 8

BY-LAW WITH RESPECT TO QUALIFICATIONS OF DIRECTORS

NOW THEREFORE BE IT ENACTED THAT Section 3 of Article VI of By-law No. 1 of the Corporation is hereby repealed and replaced with the following:

3. (a) **Qualifications:** In addition to those qualifications as set out in the Act, to qualify as a director on the board of directors of the Corporation, one must:
- i. be a registered owner of a Residential Unit, or a duly appointed officer of a corporation that is the registered owner of a Residential Unit in the Corporation;
 - ii. not already have a representative from the same Residential Unit serving as a director on the board. Only one (1) representative of a corporate owner will be eligible to serve as a director on the board at any one time. Where multiple Residential Units are registered to the same owner(s), or a corporate owner's affiliates, then only one (1) registered owner or representative of such corporate affiliate may serve on the board at any one time, regardless of the number of Residential Units owned by such owner(s) or corporate affiliates;
 - iii. not be in arrears of common expenses for sixty (60) days or more or be the duly appointed officer of a corporation that is a registered owner of Residential Unit that is in arrears of common expenses for sixty (60) days or more;
 - iv. within ten (10) days of being elected to the board, execute a "Directors' Code of Ethics" in such form as the board may adopt from time to time;
 - v. not have resigned or been removed from the board, unless three (3) years have passed from the date that said director's resignation or removal became effective. The board may suspend operation of this paragraph with respect to a person who resigned from the board if the board is satisfied that the reason for the resignation justifies the suspension of the operation of this paragraph;
 - vi. not have been convicted of a criminal offence in Canada or any other jurisdiction:
 - i. under the Act (or under similar legislation of another jurisdiction in Canada); or

- v. has been disqualified from acting as a member of the board as a result of having been found to have violated the Directors' Code of Ethics two (2) times, and the period of three (3) years since the date that such director's disqualification became effective has not passed; or
- vi. is found by the board to have (i) knowingly and intentionally failed to follow or comply with the Act or the rules, by-laws or declaration of the corporation in a material way; and/or (ii) committed multiple repeated breaches of the Act or the rules, by-laws and declaration of the corporation (collectively, "Breach of Governing Documents"); such that, in the opinion of the board, acting reasonably, such conduct could bring disrepute to the board as a whole, or to board members individually. The determination of whether such violations occurred shall be determined by the remainder of the board using the following procedure:
 - i. On receiving a report or complaint of such violation(s), the board shall present to the member accused of such violation(s) the report or complaint together with any evidence of the alleged violation(s) at least two (2) days prior to the next scheduled board meeting. At the said meeting the member accused of the violation(s) shall be permitted to make representations to the remaining members of the board.
 - ii. If the remaining board members, after hearing the representations of the member accused of the violation(s), finds that the member accused has committed a Breach of Governing Documents, the fact shall be noted in the minutes and the member cautioned. If after being cautioned, the conduct continues or if there is a subsequent Breach of Governing Documents by the director, as determined by the remainder of the board, the member so found to have committed a Breach of Governing Documents shall be immediately disqualified from acting as a member of the board;
 - iii. In situations where the Breach of Governing Documents, in the opinion of the remainder of the board, is so flagrant that it warrants immediate disqualification of the member accused thereof, the remainder of the board may dispense with the requirements in the foregoing paragraphs i. and ii. and resolve to immediately disqualify the member from acting as a member of the board.

- ii. involving money or fraud;
- vii. not be, directly or indirectly, or have a parent, spouse (as that term is defined in Part III of the *Family Law Act*, R.S.O. 1990, Chapter F.3 and any amendments thereto), or child who is, a party in any legal proceeding which involves the Corporation, where such party's interest is adverse to the Corporation's interests. Such proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process; and
- viii. not be an employee of the Corporation.

(b) Disqualification: A director shall cease to be qualified to be a director of the Corporation and/or shall be deemed to have resigned from the board, if the director:

- i. ceases to comply with any of the requirements of 3(a), above;
- ii. fails to attend three (3) consecutive board meetings, unless a majority of the remaining board members excuse such absence;
- iii. resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable;
- iv. is found by the board to have violated the "Directors' Code of Ethics" two (2) times. The determination of whether such violations occurred shall be determined by a remainder of the members of the board using the following procedure:
 - i. On receiving a report or complaint of such violation(s), the board shall present to the member accused of such violation(s) the report or complaint together with any evidence of the alleged violation(s) at least two (2) days prior to the next scheduled board meeting. At the said meeting the member accused of the violation(s) shall be permitted to make representations to the remaining members of the board.
 - ii. If the remaining board members, after hearing the representations of the member accused of the violation(s), finds that the member accused has violated the Directors' Code of Ethics, the fact shall be noted in the minutes and the member cautioned. If two (2) violation(s) have been found to occur, whether on one occasion or multiple occasions over the course of time, and whether at one meeting as in (b)(iv)(i) above, or at more than one meeting, the member so found to have violated the Directors' Code of Ethics shall be immediately disqualified from acting as a member of the board;

FOR OFFICE USE ONLY



(1) Registry Land Titles (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property
29786-0001 to 29786-0450 Additional: See Schedule

(4) Nature of Document
By-law
(under subsection 56(9) of the Condominium Act, 1998)

(5) Consideration
TWO----- Dollars \$ **2.00**

(6) Description
All Units and common elements comprising the property included in York Region Standard Condominium Plan No. 1255
Land Titles Division of Toronto (No. 65)

New Property Identifiers Additional: See Schedule

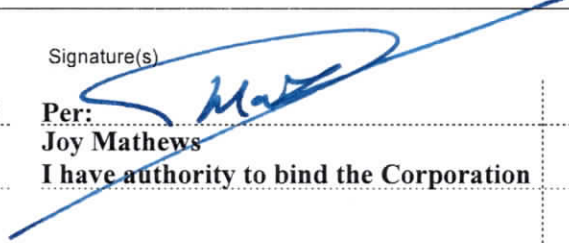
Executions Additional: See Schedule

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

(8) This Document provides as follows:
See Schedule

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
York Region Standard Condominium Corporation No. 1255 Per:  **2020 08 06**
Joy Mathews
I have authority to bind the Corporation

(11) Address for Service **9255 Jane Street
Maple, ON, L6A 0K1**

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
**Rutherford & Mathews
5000 Yonge Street, Suite 1901
Toronto, Ontario
M2N 7E9
Attention: Joy Mathews**

Fees and Tax	
Registration Fee	
Total	

Form 11
Condominium Act, 1998

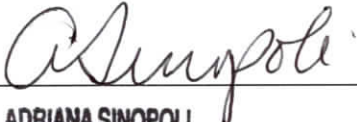
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1255 (known as the “**Corporation**”)
certifies that:

1. The copy of By-law Number 9, 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 5th day of February, 2019: 20

York Region Standard Condominium Corporation No. 1255

Per: 
Name: ADRIANA SINOPOLI
Title: PRESIDENT
I have authority to bind the Corporation.

Per: 
Name: Margaret Sassi
Title: Director
I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (THE "CORPORATION")

BY-LAW NO. 9

BY-LAW WITH RESPECT TO OCCUPANCY STANDARDS

WHEREAS section 57 of the *Condominium Act* permits the Corporation to make by-laws establishing the standards for occupancy of units of the corporation for residential purposes:

ARTICLE I - DEFINITIONS

1.1 The words, terms and/or phrases used herein which are defined in the Condominium Act, 1998. S.O. 1998, c. 19, as amended, and the regulations thereunder (hereinafter, the "Act") and in the declaration of the Corporation, shall have ascribed to them the meanings set out in the Act or the said declaration.

ARTICLE II – OCCUPANCY STANDARDS

- 2.1 No Unit shall be used as rooming and/or boarding house.
- 2.2 There shall be no more than two (2) people per bedroom or sleeping area, however defined, residing in a unit at any time.
- 2.3 No unit shall be reconfigured to include more bedrooms or sleeping areas than the original design.
- 2.4 Any person residing in a unit who exceeds the maximum occupancy allowable shall forthwith cease to reside in the unit.
- 2.5 Every unit owner shall deposit with the Corporation a list of the names of all the occupants of each unit, together with their relation to each other. Every unit owner shall update the list as the information contained therein changes.
- 2.6 To the extent that the restrictions in this by-law with respect to occupancy are more restrictive than any standards that are in accordance with the maximum occupancy for each unit based on the maximum occupancy for which the building in which the units are located is designed and, more particularly, as said standards are set out in the *Building Code Act, 1992* S.O. 1992, c. 23, and the regulations thereunder, as amended or replaced, those standards shall prevail and section 2.2 herein shall be read as though it refers to those standards.
- 2.7 In accordance with subsection 57(4) of the Act, and without restricting the Corporation's right to require compliance with Section 2.4 of this By-Law, the Board of Directors of the Corporation may, by resolution, levy against the non-complaint unit an assessment of common expenses for the amount that reasonably reflects increases in maintaining and repairing after damage the common elements and increases in cost of utilities as a result of the contravention of the occupancy standards contained in this By-Law.
- 2.8 Nothing in this by-law shall be read so as to exclude, limit or restrict any remedy available to the Corporation with respect to a breach of any portion of this by-law.

ARTICLE III – MISCELLANEOUS

Each of the provisions of this by-law, including those in the appendices attached hereto, 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 the provisions.



**RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS
FOR
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255
(the "Corporation")**

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RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS FOR YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (the "Corporation")

INTRODUCTION

The *Condominium Act, 1998* (the "**Act**") and the Corporation's Declaration, By-laws and Rules (hereinafter referred to, collectively, as the Corporation's "**Governing Documents**"), of which every Owner and/or Resident receives a copy, contain an appropriate regime designed to assist the Corporation to operate in a responsible manner, in the best interests of the majority of Owners and/or Residents. The Act authorizes the Board of Directors to introduce additional Rules for the same purpose.

"**Owner**" shall mean "**Owner**" as defined in the Act. For purposes of compliance with the Act and the Corporation's Governing Documents, Owners shall include any Resident of the Owner's unit, any person, animal or thing for which the Owner is responsible, including but not limited to any visitor, employee or agent of the Owner or Resident. The term "**Resident**" shall mean a tenant and/or anyone who resides in a dwelling unit within the Corporation, including an Owner.

"**Board of Directors**" and/or "**Board**" shall mean the Board of Directors of the Corporation elected pursuant to the provisions of the Act. When used herein, the term "Board" shall include the Property Manager, Concierge/Security and anyone with the written authority of the Board, as applicable.

"**Property Manager**" and/or "**Management**" shall mean the individual or company appointed by the Corporation to manage the property and assets of the Corporation, or any agent or employee thereof. If the Corporation is self-managed, the term "Property Manager" and/or "Management" shall mean the Board member(s) who performs that function.

"**Concierge**" shall mean the individual or company appointed by the Corporation to assist Management with the management of the building, including an agent or employee thereof, and the security personnel of the Corporation.

All Owners and/or Residents should be familiar with the Corporation's Governing Documents, particularly the Rules which establish the "dos and don'ts" to ensure the maximum comfort and enjoyment of all Owners and/or Residents.

At first reading, a few Owners and/or Residents may think some of the Rules are too restrictive. A moment's reflection, however, should clarify the need for restrictions if communal living is to be effective for the Owners and/or Residents.

If a Rule requires an Owner and/or a Resident to obtain the approval of the Board of Directors or the Corporation, the **approval must be in writing, approved by resolution at a meeting of the Board of Directors and signed by a member of the Board of Directors.**

The Property Manager, to whom infractions of the Rules should be reported, has the full support of the Board of Directors in enforcing the Rules. The co-operation of all Owners and/or Residents in this regard will be greatly appreciated.

Any Owner/Resident who does not comply with the Act and the Governing Documents may be prohibited from using the common element facilities of the Corporation.

The following Rules shall be observed by all Owners and/or Residents.

The terms used herein shall have the same meaning as the terms in the Act.

Some of the matters contained in these Rules are also contained in the Corporation's Declaration or By-laws and are included here for information purposes.

1. ENFORCEMENT AND LIABILITY

- 1.1 The Rules of the Corporation shall be enforced in accordance with the terms of the Act and the Corporation's Governing Documents and upon any further terms as the Board may deem advisable, in its sole discretion, acting reasonably, from time to time.
- 1.2 Failure to comply with any legislation in force from time to time, whether federal, provincial or municipal, which is applicable to the property and the Owners and/or Residents, is deemed a breach of these Rules.
- 1.3 Should the Corporation use the oppression remedy against any Owner and/or Resident as provided for in the Act to protect the Corporation, its agents and employees and other Owners and/or Residents, it shall constitute enforcement under the Act.
- 1.4 Any and all losses, costs or damages, including, but not limited to, all legal fees, disbursements and taxes, incurred by the Corporation by reason of a breach of the Act and/or any provision in the Corporation's Governing Documents in force from time to time, by any Owner and/or Resident, or any person, thing or animal for whom or for which the Owner and/or Resident is responsible, shall be borne and/or paid for by the Owner and/or Resident and may be fully recovered by the Corporation against the Owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in the Act). Notwithstanding the foregoing, each Owner is ultimately liable to cover all costs incurred by the Corporation for any Resident and/or those persons or things for which the Owner is responsible.
- 1.5 The Corporation endeavours to protect the personal property of Owners and/or Residents, however, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused with respect to any personal property of the Owners and/or Residents, including, without limitation, motor vehicles, bicycles and attachments or any other personal property of the Owners and/or Residents located within the units or on the common elements.
- 1.6 Any reference herein to a fee to be charged by the Corporation may be changed from time to time by the Board of Directors, acting reasonably.
- 1.7 No one shall, upon reasonable notice, deny entry to his or her unit to the Corporation or any person authorized by the Corporation to perform the objects and duties of the Corporation.
- 1.8 The amount of any deposit or fee provided for in these Rules may be changed from time to time by resolution of the board.

2. HARASSMENT AND INTERFERENCE

- 2.1 No one shall act in a manner that is deemed by the Board or management to be unmanageable, rude, disruptive, aggressive, abusive, anti-social, threatening or harassing in nature towards any board members, Property Manager, employees, agents, invitees or contractors of the corporation or management, Owners and/or Residents.
- 2.2 No one shall interfere with, hinder or impede the Board, management or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation's Governing Documents and/or any agreement to which the Corporation is a party.
- 2.3 The Corporation has adopted, as a rule of the Corporation, the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy, is attached hereto as **Schedule "A"**. No one shall contravene the Workplace Violence Prevention Policy and Workplace Discrimination and Harassment Prevention Policy.
- 2.4 The Corporation has adopted, as a rule of the Corporation, the Personal Information and Business Information Policy, is attached hereto as **Schedule "B"**. No one shall contravene the Personal Information and Business Information Policy.
- 2.5 The Corporation has adopted, as a rule of the Corporation, the Customer Service Accessibility Plan Policy, is attached hereto as **Schedule "C"**. No one shall contravene the Customer Service Accessibility Plan Policy.

3. NOISE AND DISTURBANCES

- 3.1 No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Property Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners and/or Residents.
- 3.2 No repairs, hammering, drilling, or any other related activity which creates noise or disturbs in any way other Owners and/or Residents will be permitted except between the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday. No repairs shall take place on Sundays and statutory holidays.
- 3.3 No radios, iPods, laptops, portable video games, DVD players and similar devices shall be used by Owners and/or Residents in or on the common areas except with earphones and at a volume which no other person can hear, unless specifically provided to the contrary in these Rules.
- 3.4 No excessive noise is permitted at all between the hours of 11:00 p.m. and 9:00 a.m. any day of the week.
- 3.5 If the Corporation receives complaints about noise emanating from a unit, the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to take steps to eliminate the noise or nuisance. Owners and/or Residents will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise or nuisance at the Owner's sole cost and expense.
- 3.6 Children are not allowed to run through any resident hallways or common areas and cause what is deemed by Management or the Board of Directors to be a disturbance.

4. EMERGENCY PROCEDURES

- 4.1 In the event of any occurrence which requires emergency repair and/or cleanup and/or removal of items from a unit so that the Corporation can carry out required repairs, or prevent damage to property, where an Owner and/or Resident is not available to remove his/her personal belongings and/or upgrades, betterments or improvements and/or refuses to do so immediately, the Corporation shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the Unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

- 4.2 In the event of any occurrence where hazardous substances may be involved which may pose a health risk to Owners and/or Residents, and emergency repair and/or clean up and removal of items from the unit is required so that the Corporation can carry out repairs, or prevent damage to property, the Corporation, not the Owner or Resident shall, as part of its obligations to maintain and repair the common elements of the Corporation and to mitigate damage where possible, remove from a unit the Owner's and/or Resident's personal belongings, upgrades, betterments and/or improvements that are required to be removed for that purpose, or for the protection of the items themselves. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

- 4.3 In the event of any hoarding in a unit which may pose a health or risk of personal injury to Owners and/or Residents or potential risk of damage to the property or assets of the Corporation and the Owners and/or Residents fail to clean up and remove items upon notice to do so, the Corporation may enter the unit to complete the work necessary to carry out these obligations on behalf of the Owners and/or Residents. All costs incurred by the Corporation will be recovered from the Owner and/or the Resident of the unit in which the Owner and/or Resident resides, and any costs insured shall be recoverable in accordance with Rule 1.4.

5. KEYS

- 5.1 The Corporation shall retain master keys to all units. Every Owner and/or Resident shall provide a copy of the key(s) to his/her unit to the Board and/or Property Manager.
- 5.2 No one may change or re-key the lock or locks of a unit entry door (or door leading to the exclusive use common elements) without all such locks being on the Corporation's master key system.
- 5.3 Chain locks on unit doors are not permitted.
- 5.4 Owners and/or Residents taking occupancy of a unit must register with the Property Manager or the authorized agent of the Corporation prior to moving in and upon completion of an Owner's Undertaking and Information Sheet (**Schedule "E"**) or an Owner's/Resident's Undertaking and Information Sheet (**Schedule "F"**) and upon sufficient proof that he/she is entitled to occupy the unit which, in the Resident's case, shall be satisfied by a letter of authority from the Owner, the Property Manager or the authorized agent of the Corporation shall release the FOBS for building entrance and garage access, as well as parking decals and bicycle identification tags, if necessary.
- 5.5 Parking access fobs are issued by Management (one per Parking Space). The cost for replacement of a lost or stolen access fob is \$100.00, payable by cheque to the Corporation. Additional grey fobs can be purchased from Management, at a cost of \$50.00 per fob, payable by cheque to the Corporation.
- 5.6 The replacement of a mailbox lock and/or key is \$25.00, payable by cheque to the Corporation. Owners and/or Residents must notify the Property Manager or the authorized agent of the Corporation immediately of any lost key or FOB used to enter the building or access the garage.

6. THE CONCIERGE

- 6.1 The Concierge and other security personnel have the authority to act on behalf of the Board to enforce the Act and the Corporation's Governing Documents. The authority of the Concierge and other security personnel includes the right to restrict anyone from using the facilities.
- 6.2 The Concierge desk is staffed twenty-four (24) hours per day, seven (7) days per week. Employees of the Corporation who are in attendance at the desk from time to time shall be deemed to be the acting Concierge.
- 6.3 Only the Concierge, Property Manager and other authorized employees of the Corporation or Management are authorized to operate the Concierge desk controls.
- 6.4 The Concierge keeps a book of standing authorizations for deliveries, cleaning staff and/or other service providers. The Concierge may not access a unit for the purpose of delivering goods or allowing entry of repair and service personnel without an authorization document signed by the Owner and/or Resident. The Concierge is not permitted to allow unauthorized entries. Small deliveries, if properly wrapped, will be accepted by the Concierge on behalf of a Resident. Personal property shall not be left with the Concierge.
- 6.5 Neither the Concierge nor the Corporation is responsible for any delivered goods or personal property that is left in the common elements or at the Concierge desk.
- 6.6 No keys from realtors or agents can be accepted by the Concierge.
- 6.7 No cash or c.o.d.'s can be accepted by the Concierge.
- 6.8 Visitors shall identify themselves [through the speaker system] to the Concierge personnel before entering the building, stating their names and the unit they are visiting. The Concierge personnel will announce the visitor to the Resident, and upon receiving the Resident's verbal approval, will allow the visitor entry to the building.
- 6.9 The Concierge desk telephones are to be used only by the Concierge, the Property Manager and other authorized employees of the Corporation or Management.
- 6.10 The Concierge/Security/Superintendent must be notified immediately of any serious malfunctions in the building's common areas or within the units so that proper entry and follow-up can be made in the logbook.

7. FIRE

- 7.1 No one shall do or permit anything to be done in a unit, or bring or keep anything in a unit or on the common elements, which will in any way increase the risk of fire or the rate of fire insurance premiums on any building or on property kept therein, or obstruct or interfere with the rights of Owners and/or Residents, or in any way injure or annoy them, or conflict with the regulations of the relevant fire department or with any insurance policy carried by the Corporation or conflict with any ordinances of the local board of health or with any municipal by-laws or any provincial or federal statute or regulation.
- 7.2 No smoking is permitted in the common elements, including, without limitation, halls, elevators, stairwells, lobbies, the recreation facilities and in front of the building, except in outdoor areas designated by the Board of Directors and/or the Property Manager, if any.
- 7.3 No natural Christmas trees or any parts thereof are permitted in the building.
- 7.4 No one shall overload existing electrical circuits or plumbing facilities.
- 7.5 No stores of coal, propane gas or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements without the prior written consent of the Board. Offensive goods will be those judged to be offensive by the Property Manager or the Board in their sole discretion.
- 7.6 Fire routes must be kept clear at all time.
- 7.7 All Owners and/or Residents are required to maintain a regularly serviced fire extinguisher and smoke detector in their units.
- 7.8 Owners must clean dryer vents at least annually to prevent the build up of lint, which is a fire hazard.
- 7.9 The designated smoking area for the Corporation is the patio and gardens at the rear of the building.
- 7.10 Anyone smoking on the common elements inside the building may be subject to a fine up to \$4,000 pursuant to the Smoke Free Ontario Act.

8. MOVING

(Also see Section 9 – Owners and/or Residents)

- 8.1 No one shall move anything including but not limited to furniture and equipment (“**Items**”) from one floor to another or in or out of the building (“**Move**”) except by the elevator designated for such purpose by the Property Manager or the authorized agent of the Corporation and only after proper wall protection has been affixed by advance agreement with the Property Manager or the authorized agent of the Corporation.
- 8.2 Arrangements for using the elevator when carrying out a Move must be made a minimum of seventy-two (72) hours in advance with the Property Manager or the authorized agent of the Corporation.
- 8.3 A Move of miscellaneous furniture must be prearranged with the Property Manager or the authorized agent of the Corporation.
- 8.4 All bookings of the elevator require a Five Hundred Dollar (\$500.00) security deposit, payable to the Corporation at the time of reservation by **Certified Cheque or Money Order**, and the Owner and/or Resident must complete the Elevator Request (**Schedule "G"**). Carrying out a Move, the security deposit will be returned if, after inspection, no damage has occurred and an Owner's/Resident's Undertaking and Information Sheet (Schedules "E" and "F" respectively), as applicable, has been completed and submitted to the Property Manager or the authorized agent of the Corporation. When the Move is out of the building, the security deposit will be returned if, after inspection, no damage has occurred and when all FOBS, parking decals and any bicycle identification tags, if any, are returned to the Property Manager or the authorized agent of the Corporation. If the elevator was booked for a delivery or a Move that is a movement of large items, the security deposit will be returned if, after inspection, no damage has occurred.
- 8.5 Moves are restricted to Monday to Saturday, between 9:00 a.m. and 6:00 p.m. No Moves shall take place on Sundays or statutory holidays.
- 8.6 Movers must be adequately insured.
- 8.7 All Items must be taken directly from the elevator to the unit or from the unit to the elevator, as applicable. Nothing shall be placed or left, even temporarily, in the common elements.
- 8.8 All Moves must be made through the service elevator. No Items can be moved through or stored in the corridor inside the back door. No Items of any type are allowed to be moved through the main lobby doors.
- 8.9 Where damage to the elevator and/or any other part of the common elements has been caused by a Move into or out of a unit and/or exclusive use common elements, the Owner shall be responsible to the Corporation for the cost of repairing any damage caused. The cost of repair shall be assessed by the Property Manager or the authorized agent of the Corporation as soon as possible after the Move, on the basis of quotations. The security deposit will be applied toward the repair costs. If the deposit amount is inadequate to cover the cost of the damage, all costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

- 8.10 The rental fee of the moving elevator will be \$100.00, non-refundable, when a tenant is moving in.

9. OWNERS AND/OR RESIDENTS

- 9.1 Prior to moving into a unit and concurrent with the booking of an elevator for a Move, each Owner and/or Resident shall complete either the Owner's Undertaking and Information Sheet (**Schedule "E"**) or the Owner's/Resident's Undertaking and Information Sheet (**Schedule "F"**), as applicable. This information is kept totally confidential in a locked filing cabinet. This information is necessary for the safety and security of all Owners and/or Residents.
- 9.2 Any change to the information provided on the Owner's Undertaking and Information Sheet or the Owner's/Resident's Undertaking and Information Sheet must be reported immediately to the Property Manager.
- 9.3 Each residential unit shall be used as a private single family dwelling unit and for no other purpose. The Corporation has adopted the occupancy load determination in the Ontario Building Code as prescribed in O. Reg. 350/06 or O. Reg. 403/97 as applicable and as amended, as the maximum occupancy for each unit, being two (2) persons per sleeping room or sleeping area (bedroom) in a dwelling unit in accordance with either the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s), which ever is more restrictive. Notwithstanding the foregoing, for the purposes of counting "persons" per bedroom, such persons shall be deemed to exclude any number of children under three (3) years of age in a nuclear family relationship or single-parent relationship with the occupants, provided general health and safety is not threatened by overcrowding as a result thereof.
- 9.4 No unit shall be used for any "transient" use, including, but without limiting its general meaning, any of the following:
- (a) hotel or boarding or lodging house use; and
 - (b) the disposition of an Owner's or tenant's right to occupy the unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis or under any arrangement commonly known as time sharing.
- 9.5 For the purposes of the Rules, "transient" use of the unit includes, but without limiting its general meaning, the use or occupancy of a unit for more than one (1) period of less than six (6) months in any particular period of twelve (12) consecutive months.
- 9.6 The initial term of any lease, sublease or right to occupy shall be for a period of not less than twelve (12) months, except where the Owner intends to complete a sale of the unit upon the expiry of a lease, in which case the lease may be for a term of less than twelve (12) months. All tenancies for units shall be in writing.
- 9.7 Where lease arrangements or rights to occupy are with a corporation, partnership or other business entity, as tenant or occupant, the Residents are to be considered along with the corporate tenant for purposes of these Rules and a change in the Residents residing in the unit shall be treated as a tenant or occupant taking possession of the unit pursuant to a new lease or right to occupy that must be in compliance with these Rules.

- 9.8 Within thirty (30) days of entering into a lease of a unit or a renewal thereof, or authorizing someone to occupy a unit, and in any event prior to the commencement of the tenancy, or before granting the right to occupy a unit to another person, the Owner shall provide:
- (a) the tenant/occupant with copies of the Corporation's Governing Documents;
 - (b) the Corporation with the name of the tenant/occupant;
 - (c) the Corporation with the Owner's address for service of notices;
 - (d) the Corporation with a Summary of Lease the Form appended hereto; and
 - (e) such other information as Corporation may from time to time reasonably require.
- 9.9 Within twenty (20) days of ceasing to rent or occupy a unit or within twenty (20) days of being advised that the tenant or occupant 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 or occupied.
- 9.10 A unit which is subject to a lease may not be sublet by the tenant and the Owner may not consent to a sub-lease of a unit, unless the Owner complies with these Rules, with necessary modifications (i.e. as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc...).
- 9.11 A lease may not be assigned by a tenant and the Owner may not consent to an assignment of a lease, unless the Owner is in compliance with these Rules, with necessary modifications.
- 9.12 Any person who occupies a unit in breach of these Rules shall be deemed a trespasser and entry to or upon the common elements may be denied by the Corporation.
- 9.13 In accordance with the provisions of the declaration, units may be used for residential use only in accordance with the applicable zoning by-laws. Commercial use of a unit is strictly prohibited.

10. UNITS

- 10.1 No one shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his/her unit or adjacent common elements. Owners and/or Residents shall immediately report to the Property Manager any incidents of pests, insects, vermin or rodents.
- 10.2 Upon receipt of notice in writing, each Owner and/or Resident shall permit entry to his/her unit for the purpose of conducting pest control operations, including any spraying programs. Each Owner and/or Resident shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any authorized pest control personnel and shall co-operate in order to carry out the full extent of this Rule. Should the Owner and/or Resident refuse access to the unit, the Corporation or its authorized representative may enter the unit in accordance with Article 4 of these Rules.
- 10.3 No plumbing fixture and/or appliance shall be used for purposes other than those for which they were constructed. No items, including, but not limited to, sweepings, garbage, rubbish, rags or ashes, shall be thrown therein. Any damage resulting to them and/or pipes from misuse or from unusual or unreasonable use shall be borne by the Owner.
- 10.4 No water shall be left running unless in actual use.
- 10.5 No window, visible from the exterior, shall have a window covering that is other than white or off-white blinds.
- 10.6 No auction or "in house" garage sale shall be held in any unit. No "Open House" is permitted to be held for the sale or lease of a unit. Real estate agents are permitted to show units in the building Monday to Saturday between the hours of 9:00 a.m. and 9:00 p.m., and Sundays between 10:00 a.m. and 7:00 p.m. Notwithstanding the preceding, showings are not permitted on statutory holidays.
- 10.7 Lock boxes are not permitted to be left at the Concierge desk or any other common elements of the Corporation.
- 10.8 Potential purchasers and their agents must wait at the lobby area and must be accompanied by the Owner's agent at all times.
- 10.9 Each owner must sign a waiver at the Concierge desk authorizing his or her agent to access the building and unit with prospective purchasers. The Corporation, and its Board, officers, agents, and employees, including Management and Concierge, are not responsible for any claims, actions, proceedings, demands, costs, liability, etc. related to, directly or indirectly, the showing of a unit by an Owner and/or his or her agent.
- 10.10 No portion of a unit (other than the entire unit) shall be partitioned or divided.
- 10.11 Every unit has a security system that was installed by the developer. No additional audible security alarm system shall be installed within a unit.

11. COMMON ELEMENTS AND PATIOS

- 11.1 To ensure a uniform, clean appearance in the Corporation, nothing, including, but not limited to, doormats, benches and shoe racks, shall be placed on or adjacent to or outside the individual doorways in the common elements.
- 11.2 No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Corporation.
- 11.3 To ensure a uniform external appearance, no awnings or shades shall be erected over and outside of the windows and no reflective or insulating materials or coverings may be placed on any window or door without the prior written consent of the Corporation. The Board shall have the right to prescribe the shape, colour, size and material of such awnings or shades to be erected.
- 11.4 Nothing shall be thrown out of the windows or doors. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner and/or Resident has exclusive use. No hanging or drying of clothes is allowed from windows or any part of the common elements, including on any patio or other exclusive use area.
- 11.5 No auction or garage sale shall be held on the common elements.
- 11.6 Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, lobby passageways, walkways and driveways used in common shall not be obstructed or used for any purpose other than for ingress and egress to and from the units and/or the common elements.
- 11.7 No television antennae, satellite dish, aerial, tower or similar structure and appurtenances thereto shall be placed, erected on, installed or fastened to any unit or common elements except in connection with a common television cable or similar system supplying service to the entire building or with the written consent of the Corporation, which may be arbitrarily withheld.
- 11.8 Subject to Rule 11.9, nothing shall be placed, erected, installed, located, kept or maintained on the common elements and/or the exclusive use common elements without the written consent of the Corporation. Anything placed or installed in contravention of this Rule may be removed and stored by the Corporation or placed in warehouse storage with a company authorized to hold chattels in storage, all at the expense of the Owner and/or Resident.
- 11.9 Nothing other than seasonal furniture, being chairs, tables, lounges, and movable seasonal planters is permitted on any patio or other exclusive use area, without written consent of the Corporation. Seasonal furniture shall not be higher than the height of the railings.
- 11.10 No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including, but not limited to, grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements.

- 11.11 No food and beverage consumption is permitted in the common element hallways, elevators, stairwells, lobbies and recreation facilities (see Section 19.1), unless otherwise expressly stated.
- 11.12 Owners and/or Residents are required to wear proper attire (shoes, shirts and bathing suit cover-ups) when using common element hallways, entrances, elevators or lobbies.
- 11.13 No one shall congregate in the lobby and/or adjacent common areas. No one shall use the lobby and/or common areas for any purpose which may interfere with the use and enjoyment of the property by Owners and/or Residents, including, but not limited to, canvassing, loitering, lounging or entertaining.
- 11.14 No one shall conduct business on the common elements, including the recreational facilities.
- 11.15 No storage of any goods or materials, including bicycles, is permitted on any patio or other exclusive use area.
- 11.16 Unit patios, balconies and terraces may not be used for the purpose of outdoor barbecuing save and except for barbecuing using natural gas. No 'smokers' are to be used under any circumstances.
- 11.17 Propane tanks may not be stored anywhere on the property.
- 11.18 No additional lighting, decorative or otherwise, may be installed on patios, balconies or terraces, except temporary seasonal lighting or decorating for Holiday occasions, without the prior written approval of the Board.
- 11.19 No one shall grow any type of **tree, shrub, vine or grass** outside the unit, **visible from the exterior of the building**, which is not in keeping with the original design aesthetics of the building without the prior written consent of the Board. All such permitted plantings in planter boxes are to be maintained by the Owner and/or Resident.
- 11.20 No tiles, carpet or any other product may be installed on the balcony or terrace of any unit without the prior written approval of the Board.
- 11.21 No door modifications are allowed, including decorations, doorbells, etc.

12. PETS

- 12.1 The term "Household Pet" shall mean either one domestic cat or one dog, not exceeding fifteen (15) pounds in weight (or that will not exceed twenty (20) pounds in weight when fully grown), tropical fish or a caged bird, excluding pigeons.
- 12.2 No animal, livestock, reptile or fowl, other than one Household Pet shall be kept or allowed in any Unit. No animal, livestock, reptile or fowl shall be allowed under any circumstances in the public or common areas of the building, provided that Household Pets are permitted only for the purpose of entering or exiting the building and must be accompanied at all times by the Owner and/or Resident, as provided in Rule 12.4.
- 12.3 Each Household Pet must be registered in a Pet Register with the Property Manager or the authorized agent of the Corporation and current vaccination certificates and any pet licence required by the municipality must be available upon request.
- 12.4 Each Household Pet dog or cat must wear a collar with the identification of the owner at all times.
- 12.5 When taking a Household Pet for a walk, Residents shall use the corridor and doors located beside the P1 cardio room to enter and leave the building. Household Pets are only permitted to use the main lobby during inclement weather and at night.
- 12.6 When transporting a Household Pet to and from the unit, Owners and/or Residents shall carry the Household Pet their arms or in a pet carriage.
- 12.7 Pet owners are required to pick up after their respective Household Pets and dispose all feces in the dedicated garbage bins located around Bellaria.
- 12.8 Household Pets shall be kept clean and groomed at all times and may not be permitted to create any inconvenience, noise or disturbance or soiling on or about the premises.
- 12.9 Owners and/or Residents are responsible for any damages caused by their Pets and the Owner of the unit in which the Pet resides is liable for all costs and expenses incurred by the Corporation to repair such damage and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 12.10 No Household Pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any Owner and/or Resident in a unit or in any other part of the property. Any Owner and/or Resident who keeps a Household Pet that has been deemed a nuisance by the Board on the property or any part thereof shall, within two weeks of receipt of a written notice from the Property Manager or the authorized agent of the Corporation requesting the removal of the Household Pet, permanently remove the Household Pet from the property.
- 12.11 When a Household Pet pollutes the grounds or common areas, the Owner and/or Resident shall clean up after it. If accidents happen inside the building, this must be reported to the Property Manager/Superintendent so that the area can be properly cleaned. Should an Owner and/or a Resident fail to clean up after his or her Household Pet, the Household Pet shall be deemed a nuisance and the Owner of the unit in which the Household Pet resides will be charged a cleaning fee of \$500.00 by the Corporation. All costs incurred by the Corporation will be recovered from the Owner and/or the

Resident of the unit in which the Owner and/or Resident resides, and any costs incurred shall be recoverable in accordance with Rule 1.4.

12.12 No breeding of Household Pets for sale is permitted.

12.13 No visitors shall bring a Household Pet into the Corporation.

13. PARKING

- 13.1 The term “**parking space**” shall mean either a parking unit owned by an Owner, as well as an exclusive use parking space or a space designated for use of an Owner and/or Resident, as applicable in the circumstances.
- 13.2 Each parking space shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the Governing Documents in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a licensed and insured vehicle and restricted to a private passenger automobile, motorcycle, station wagon, light duty van or light duty pick-up or sports utility truck not exceeding 77 inches in height and being in good working order and repair and not leaking any fluids, and shall exclude any type of commercial vehicle, trailer truck, trailer or recreational vehicle, as well as any van, motor home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time).
- 13.3 No one shall lease or permit his/her parking space to be used by anyone but another Owner and/or Resident of the Corporation who actively resides in the building and the Owner and/or Resident must notify the Property Manager or the authorized agent of the Corporation of any agreement entitling someone other than the Owner and/or Resident to use the parking space.
- 13.4 No one shall retain ownership of his/her parking space upon sale or conveyance of his/her residential unit. Should an Owner fail to comply with the foregoing, the Owner will be required to sell his/her parking space(s) to the Corporation within thirty (30) days of receiving written notice from the Board for a sum equal to the fair market value of the parking space(s) as determined by a qualified real estate appraiser chosen by the Corporation, provided that the Corporation shall receive a credit in an amount equal to all legal fees and disbursements incurred in enforcing this Rule and completing the transaction herein contemplated.
- 13.5 All Owners and/or Residents' motor vehicles must have an official parking decal. Any Owner and/or Resident wishing to park a vehicle in a parking space must first obtain a parking decal. A decal will only be issued upon completion of either the Owner's Undertaking and Information Sheet (**Schedule “E”**) or the Owner's/Resident's Undertaking and Information Sheet (**Schedule “F”**) and any other related information which the Board of Directors may require from time to time. The decal must be affixed to the motor vehicle described on the information form, on the lower left (driver's side) of the windshield.
- 13.6 Every Owner and/or Resident requiring a parking decal shall re-attend, at times to be specified by the Property Manager or the authorized agent of the Corporation, in order to update information forms and to obtain decal renewals.
- 13.7 Every Owner and/or Resident shall park only in his/her parking space and only one motor vehicle is to be parked in each parking space.
- 13.8 Parked motor vehicles must not encroach on the common element driveways or adjacent parking spaces and must park within the parking spot lines.

- 13.9 No motor vehicle may be parked on the surface roadways within the property. These roadways are designated fire routes. Any motor vehicle parked on these roadways will be tagged and/or towed away at the vehicle Owner's expense and risk.
- 13.10 No motor vehicle shall be driven at a speed in excess of ten (10) km per hour anywhere on the property.
- 13.11 All motor vehicles in motion in the indoor parking areas must have their headlights on and must not sound horns.
- 13.12 When driving up or down the garage ramp, all motor vehicles must stay to the right of the driving lane.
- 13.13 No servicing, vacuuming, washing or repairs shall be made to any motor vehicle on the common elements or in a parking space, except in areas designated for that purpose by the Corporation.
- 13.14 No trailer, camper, recreational vehicle, boat, snowmobile, tires, combustible materials, machinery or equipment or goods of any kind shall be parked, left or placed on any part of the common elements or on any parking space.
- 13.15 No motor vehicle or any other kind of vehicle shall be driven on any part of the common elements other than on a surface roadway, driveway or ramp.
- 13.16 Owners and/or Residents with a parking space shall maintain the space in a clean and tidy condition including the elimination of oil or grease spills and where it is not done, the Corporation may have the parking space cleaned and charge the cost of the cleaning to the Owner and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 13.17 No one shall park or use a motor vehicle in contravention of these Rules. If this should occur, the person is liable to be fined or have the motor vehicle towed away from the property in accordance with City by-laws. If this occurs, the Corporation, its directors, officers, employees or agents are not liable whatsoever for any damages, costs or expenses howsoever caused to the Owner and/or Resident or his/her motor vehicle.
- 13.18 No one shall place, leave, park or permit to be placed, left or parked in or upon common elements or a parking space any motor vehicle which, in the opinion of the Board or Management, may pose a security or safety risk, caused either by its length of unattended stay, its physical condition or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Corporation, the Owner and/or Resident of the vehicle will be required to attend to or remove the vehicle as the circumstances require as directed by the Property Manager. If the Owner and/or Resident fail to remove the vehicle, it will be removed by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 13.19 The parking spaces shall be subject to a right-of-access over, along and upon the parking spaces at all times when necessary in favour of the Corporation, its servants, agents and employees for the purpose of access to and from mechanical, electrical and service areas and equipment and for garage cleaning and repairs.
- 13.20 Commercial vehicles, boats or trailers are not allowed to park in any parking space, including those reserved for visitor parking. Trucks and vans may not park in visitor parking.

13.21 Above-ground parking is for temporary parking only, for a maximum of thirty (30) minutes.

14. BICYCLES

- 14.1 Bicycle parking racks are located on the P1 parking level.
- 14.2 All bicycles being stored must be registered with Property Management:
 - (a) a One Hundred and Fifty Dollar (\$150.00) cheque must be issued to the Corporation for the pin deposit. Prior to obtaining a bicycle storage pin, the Resident must complete a current Resident Information Sheet if required by Property Management. Bicycle rack pin is Condominium Corporation property and must be returned to obtain a refund of the \$150.00 deposit; and
 - (b) a Fifty Dollar (\$50.00) cheque must be issued annually for the rental of the bicycle rack.
- 14.3 Bicycles must not be stored or parked in a residential unit, a parking unit or on any part of the common elements not designated for bicycle storage, including exclusive use common elements such as patios on the ground floor.
- 14.4 Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the bicycle storage areas will be forcibly removed and impounded at the Owner's expense.
- 14.5 Owners authorized to use the bicycle storage areas designated by the Corporation will provide their own locks.
- 14.6 The Corporation endeavours to protect the property of the Residents but will not be responsible for any loss or damage howsoever caused to bicycles or attachments.
- 14.7 For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.
- 14.8 Bicycles are not permitted to be taken through the lobby, corridors or elevators or any other part of the common fundamentals.

15. STORAGE LOCKERS

- 15.1 No storage lockers shall be used to store anything that is perishable, a hazardous material or otherwise unsafe for storage. The term "hazardous material" shall mean any material defined by municipal, provincial or federal legislation as being hazardous and any flammable or combustible material, including, but not limited to, gasoline, natural gas, propane or butane, or any material deemed by the Corporation, in its sole and absolute discretion, to be hazardous. Anyone storing a perishable or unsafe object, or an object that gives off an objectionable odour, must remove it from the storage locker upon receiving written notice from the Corporation.
- 15.2 No item shall be stored at a height which is higher than the sprinkler heads to prevent damage to the sprinkler heads.
- 15.3 No one shall retain ownership of his/her storage locker(s) upon sale or conveyance of his/her residential unit. Should an Owner fail to comply with the foregoing, the Owner will be required to sell his/her storage locker(s) to an owner of a residential unit in this Corporation, or in Tower 1, Tower 2 or Tower 3 within thirty (30) days of receiving written notice from the Board, failing which the Owner shall be required to transfer the storage locker to the Corporation for nominal consideration and shall be responsible for all legal fees and disbursements incurred in enforcing this Rule and completing the transaction herein contemplated.
- 15.4 Electrical outlets located in the locker areas may only be used for basic and temporary power usage for small to medium size electrical devices and may not be used to supply power to appliances, including but not limited to fridges, freezers and air conditioners whether on a temporary or permanent basis.

16. VISITORS

- 16.1 Visitors are required to use the main entrance on the P1 Level.
- 16.2 Visitors shall identify themselves through the speaker system to the Resident before entering the building and each Resident may grant entry to his or her visitors. Long-term guests of a Resident may be permitted entry if the guest is registered with the Management in advance.
- 16.3 When entry has been gained with the advance written permission and instructions of the Owner and/or Resident, in the absence of the Owner and/or Resident, the visitor must sign in with Concierge and provide proof of identification.
- 16.4 No visitors shall bring any animals, livestock, reptile or fowl, including Pets, into the Corporation.
- 16.5 All visitors who are using the visitors parking spaces are required to obtain a parking pass from security. Permits must be prominently displayed on the dashboard of the vehicle.
- 16.6 There are 60 designated parking spaces for VISITORS OF OWNERS and/or RESIDENTS ONLY; they are not for the use of Owners and/or Residents. Owners who are not also Residents may park in the visitor parking area only for meetings of Owners or other official business of the Corporation, or when a guest of a Owner and/or Resident.
- 16.7 Visitor parking permits are issued for a minimum of 24 hours and a maximum of 72 hours. Residents shall provide security with the name of the visitor, the licence plate number and the make of the visitor's vehicle. Permits will be issued for up to three (3) consecutive days only; permits must be prominently displayed in the windshield of the visitor's automobile. An extension of the three (3) day limit may be permitted at the discretion of the Property Manager or the authorized agent of the Corporation. Application for extended parking may be made to the Management Office.
- 16.8 Commercial vehicles, boats or trailers are not allowed to park in visitor parking.
- 16.9 Visitors who do not abide by the parking Rules may have their vehicles tagged and/or towed away at their own risk and expense. Any costs and expenses incurred by the Corporation as a result of an Owner's and/or Resident's visitor(s) failure to comply with these Rules shall be recoverable in accordance with Rule 1.4.

17. RENOVATIONS TO UNITS AND/OR COMMON ELEMENTS

- 17.1 No wall, floor, door or window, toilet, bathtub, washbasin or sink, heating, air-conditioning, plumbing or electrical equipment ("**Work**") shall be installed, removed, extended or otherwise altered in a unit, or to the common elements, without the prior written consent of the Corporation; provided, however, that the provisions of this paragraph shall not require any Owner and/or Resident to obtain the written consent of the Corporation for the purpose of painting or wallpapering.
- 17.2 No Work that requires the written consent of the Corporation can be performed in a unit, to the common elements and/or to its exclusive use common elements until the Owner of the unit, if the Property Manager or the Board determines it is necessary, has entered into an agreement with the Corporation which governs the Work to be performed (substantially in the form appended hereto as **Schedule "D"**). The agreement and all costs relating to the written consent will be the responsibility of the Owner. The Board may require payment of a security deposit before written consent is given.
- 17.3 In the interest of preserving and maintaining the common areas of the Corporation, particularly the elevators, carpets and walls, it is required that an Owner who has received written consent under Rule 17.1 above, notify the Property Manager or the authorized agent of the Corporation of any Work to be done at least one week in advance, in order to provide for necessary precautions. The Owner will be responsible for any costs that may ensue to the Corporation or other Residents, resulting from the Work and any costs incurred shall be recoverable in accordance with Rule 1.4. The contractor or workmen must remove all debris from the building daily. Owners must ensure that the common elements are kept clean and not damaged.
- 17.4 If there are any complaints from Owners and/or Residents that any Work carried out by anyone creates a noise or nuisance or the Owner and/or Resident is in breach of his/her obligations under the Act and the Corporation's Governing Documents, the Corporation may by written notice to the Owner and/or Resident, require the Owner and/or Resident to remedy the breach. If the Owner and/or Resident fails to remedy the breach, as required by the Board within the time specified, acting reasonably, in the written notice, any deposit submitted, if it has not been returned, shall be forfeited to the Corporation and the Corporation may remedy the breach. If the deposit was adequate or it was returned to the Owner, the Owner will be responsible for any expenses and costs incurred by the Corporation and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 17.5 If an Owner and/or Resident wish to install a hard surface floor such as hard wood or tiles instead of carpeting, the prior written consent of the Corporation must be obtained. The Owner and/or Resident will be required to install and maintain sound attenuation materials as approved by the Board so as to prevent any noise disturbance to surrounding units and will agree in writing to be responsible for all costs of installation, maintenance and repair of the hard surface floor and the sound attenuation materials and for the costs of damage caused to any portion of the common elements as a result of the installation of the hard surface flooring and sound attenuation materials.
- 17.6 Notwithstanding the Corporation's written consent to the installation of hard surface flooring, if the Corporation receives complaints about noise emanating from the unit, the Property Manager or the Board may, after being reasonably satisfied with the legitimacy of the complaints, require the Owner and/or Resident to install and maintain under

padding and carpeting, sufficient to prevent any noise disturbance to surrounding units, which shall be in place and maintained on at least 85% of all floor surfaces in each room within the residential unit, except for the kitchen, bathrooms and closets. If the carpeting and under padding do not alleviate the noise complaints, the Owner agrees that he/she will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise at the Owner's sole cost and expense. All costs incurred by the Corporation will be recovered from the Owner of the unit and any costs incurred shall be recoverable in accordance with Rule 1.4.

18. GARBAGE/RECYCLING

- 18.1 Hours of use for the garbage disposal chutes and/or refuse room are 9:00 a.m. to 11:00 p.m. only.
- 18.2 All refuse is to be wrapped in plastic bags, securely tied and pushed down the chute.
- 18.3 All glass bottles/containers, plastic containers, paper products and other recyclable materials must be separated from regular garbage and disposed of by the Owner and/or Resident prior to placement in the garbage chute.
- 18.4 All boxes or large articles that cannot be placed down the chute must be broken down and taken to the garbage room on the P2 Level.
- 18.5 Nothing shall be placed in any garbage chute which may result in blockage of the chute.
- 18.6 Every floor has a garbage disposal room. The garbage chute accepts garbage, organic waste, and recyclables. Garbage disposed through the garbage chute shall not exceed 12" x 12"; anything larger will jam the chute and automatically put it out of service. Large garbage bag, cardboard boxes and pizza boxes must be brought downstairs to P2 and be placed in the appropriate bin. Do not leave any garbage bags or items on the floor. Ensure you push your garbage all the way in properly close the hatch; failure to do so will unnecessarily put the entire garbage system out of service. Securely bundle all newspapers, magazines etc., and bring downstairs to P2 and place with mixed recyclables bin. Disposal of old or unwanted furniture, appliances, clothing/blankets, electronics, etc., must be disposed at the Vaughan waste site on Rutherford Road or the resident must make arrangements with local charitable organizations. Please DO NOT leave such items for garbage anywhere in or outside of the building. Unscheduled use of the elevator for discarding such items is against the rules and the residents will be held accountable for any damages found in the elevators and common areas of the building, and also may be charged a disposal fee. Please inform the Concierge of garbage and/or donation pickups and make the necessary elevator reservation. It is very costly to call for a repair to the disposal system and more often than not it could be avoided if every resident is mindful of what and how they dispose. Any costs incurred by the Corporation as a result of an Owner's and/or Resident's failure to comply with the preceding will be charged back to the Owner's unit and recovered in the same manner as common expenses for his or her unit, pursuant to Rule 1.4.
- 18.7 No flammable materials and/or liquids may be placed down the chute.

19. RECREATIONAL FACILITIES - GENERAL

- 19.1 The recreational facilities include the following: steam rooms, change rooms, exercise rooms, games room, lounge, party room, theatre room and aqua fit area.
- 19.2 The recreational facilities are for the sole use and enjoyment of Residents, subject to the temporary use by permitted guests of Residents in accordance with these Rules. Owners who are not also Residents are not permitted to use any of the Corporation's facilities.
- 19.3 A maximum of two (2) guests per unit are permitted at any one time to use all or any of the recreational facilities, except for the theatre room which has a permitted maximum of thirteen (13) people at any one time. Guests must be accompanied by a Resident eighteen (18) years of age or older at all times, unless otherwise specified.
- 19.4 Except where specifically provided otherwise in these Rules, the minimum age for unaccompanied users of the recreational facilities is eighteen (18) of age. Anyone under the age of eighteen (18) must be accompanied and supervised by a Resident eighteen (18) years of age or older.
- 19.5 The recreational facilities are not supervised. All recreational facilities are used at the user's risk. The Corporation, agents and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.
- 19.6 As there are no medical facilities available in the building, those on medication, with respiratory, heart problems or other physical disabilities are urged to consult a physician before using any of the facilities.
- 19.7 Except where specifically provided otherwise in these Rules, recreational facilities are available to Residents daily from 5:00 a.m. to 1:00 a.m. but shall be subject to change in the event of any repairs, maintenance, servicing, in which case notice will be posted by the Corporation.
- 19.8 Residents shall ensure that their guests are aware of and obey the Rules of the Corporation.
- 19.9 Residents must accompany their guests in the recreational facilities at all times.
- 19.10 The use of the recreational facilities may be restricted during organized activities of the Corporation.
- 19.11 Appropriate attire is to be worn at all times while using the recreational facilities; at least robes and footwear are to be worn when moving to/from and throughout the recreational facilities.
- 19.12 No one shall use the recreation facilities while under the influence of alcohol, tranquillizers or other drugs that cause drowsiness or that raise or lower blood pressure.
- 19.13 Smoking is not permitted in any of the recreational facilities.
- 19.14 Drinking and/or eating are prohibited in the recreational facilities except for the following: drinking and eating are permitted in the party room;

- drinking and eating of snack foods are permitted in the theatre room;
 - drinking is permitted in the games room and lounge; and,
 - water and sport drinks (Gatorade, Powerade, etc...) are allowed in the steam room, gym and sauna.
- 19.15 Boisterous behaviour of any sort, including, but not limited to, yelling, running or rowdyism and other forms of general misconduct are not permitted within the recreational facilities, and any person who commits same may be ejected from the facilities by the Property Manager and/or security personnel and/or or the authorized agent of the Corporation. Any authorized agent of the Corporation has the unfettered discretion to determine what constitutes "boisterous behaviour".
- 19.16 The authorized agents of the Corporation have been authorized to restrict entry to the recreational facilities and remove any person who fails to comply with the Rules and to record in the log book provided any incident of non-compliance with the Rules.
- 19.17 Persons using the recreational facilities are fully liable for any damages that they or their guests cause. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner and/or the Resident whom the guest is visiting, and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 19.18 Residents and visitors must obey posted rules in all common element area and recreational areas of the building.

20. STEAM ROOMS

(Also see Section 19 - Recreational Facilities - General)

- 20.1 The steam rooms are used at the Resident's risk. The Corporation and its Board, officers, agents and employees of the Corporation, are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 20.2 The steam room door shall not be left open.
- 20.3 Prolonged use of the steam may be injurious to your health (five minutes is the recommended maximum). It is not recommended that you use the steam room alone.
- 20.4 Only water is allowed in the steam room.

21. AQUA FIT ROOM

(Also see Section 19 - Recreational Facilities - General)

- 21.1 Unit Owners and/or Residents can only book the aqua fit room once per day for no more than one (1) hour.
- 21.2 Residents wishing to use the aqua fit room must sign-in with Concierge in advance.
- 21.3 Residents use the aqua fit room at their own risk. The Corporation, Board of Directors and agents etc. are not responsible for accidents or any other damage howsoever caused.
- 21.4 Residents must be eighteen (18) years of age or older to utilize the aqua fit room.
- 21.5 The aqua fit room is available every day from 5:00 p.m. to 1:00 a.m.

22. CHANGE ROOMS

- 22.1 Lockers in the change rooms are only for use by Residents and their guests while using the recreational facilities.
- 22.2 Anyone using the lockers in the change rooms must supply his/her own locks.
- 22.3 No locks shall be left on any locker overnight. All locks remaining on the lockers after midnight will be removed. All items found in a locker will be retained by Concierge for a period of twenty-four (24) hours and subsequently disposed.
- 22.4 No powder shall be used in the change rooms as this creates a slippery hazardous situation.

23. READING ROOM / LOUNGE AND THEATRE ROOM RULES

(Also see Section 19 - Recreational Facilities - General)

- 23.1 The reading room, lounge and theatre room are used at the Resident's risk. The Corporation and its Board, officers, agents and employees of the Corporation, are not responsible for accidents, lost or stolen personal property, or any other damages howsoever caused.
- 23.2 Residents and their guests shall comply with any rules passed by the Board pertaining to the use of the reading room, lounge and theatre room.
- 23.3 No group games allowed including but not limited to chess, checkers, bridge, and any other card and board games.
- 23.4 No one under the age of eighteen (18) can enter the reading room, lounge and theatre room unless accompanied (attended) by a Resident eighteen (18) years of age or older.
- 23.5 Proper attire is required in the reading room, lounge and theatre room; shoes and shirts must be worn at all times, bathing suits and cut-off pants are not permitted.
- 23.6 Residents are responsible for damage to the furniture/or the equipment, including the cost of replacing / repairing the furniture / or the equipment, and such costs shall be recovered in accordance with Rule 1.4.
- 23.7 No Pets allowed.
- 23.8 Foul language is prohibited.
- 23.9 Glass bottle/container is not allowed. All food is prohibited in the lounge and reading rooms. Food and drinks allowed in the Theatre room.
- 23.10 Do not move/relocate any furniture / equipment in the room. No additional furniture / equipment are to be placed in the rooms.
- 23.11 Loud noise is strictly prohibited.
- 23.12 No music or singing allowed.
- 23.13 No activities that infringe on others' quiet enjoyment are allowed.
- 23.14 All garbage must be removed by the owners.
- 23.15 Privileges will be lost if rules are not complied with at the discretion of the Board and Management.

24. EXERCISE ROOM/CARDIO ROOMS

(Also see Section 19 - Recreational Facilities - General)

- 24.1 No one shall use the exercise room/cardio rooms except after prior consultation with a physician who should advise that person that he/she may use the exercise room/cardio rooms.
- 24.2 No one shall wear any sort of wet attire, including bathing suites, into the exercise room/cardio rooms. Proper soft-soled shoe must be worn at all times.
- 24.3 All equipment shall be used properly and treated with reasonable care and caution.
- 24.4 No equipment is to be moved from the exercise room/cardio rooms.
- 24.5 Users must not bang the weights or allow them to drop to the floor. Weights must be placed in the racks after use.
- 24.6 No children under eighteen (18) years of age are permitted to use the weight equipment, even if accompanied by a person over the age of eighteen (18) years of age.
- 24.7 Machinery or equipment situate within the exercise room/cardio rooms must be wiped dry of any perspiration after each use.
- 24.8 Exercise Room / Weight Room are available to Residents daily from 6:00 a.m. to 10:00 p.m. but shall be subject to change in the event of any repairs, maintenance, servicing, in which case notice will be posted by the Corporation.

25. GYM

- 25.1 All persons using the gym do so at their own risk. All persons should consult with their physician or other qualified professional regarding the use of gym equipment or engaging in physical activity.
- 25.2 No one may use the gym while under the influence of drugs or alcohol. Alcoholic beverages are not permitted in the gym at any time.
- 25.3 No one under the age of 16 is permitted to use the gym unless accompanied by an adult.
- 25.4 No one may engage in any activity that involves forceful impact against walls or floors, including but not limited to the dropping of free weights.
- 25.5 The gym is for the use of residents and their guests only. Residents are responsible for their guests, and must accompany their guests at all times.
- 25.6 No one is allowed to use the gym for commercial activity, including but not limited to professional trainers. If you see anyone who you think is breaching this rule, please report to security immediately.
- 25.7 A towel must be used when sitting or lying on equipment/mats and equipment must be wiped down after use.
- 25.8 Pets are not permitted in the gym.
- 25.9 Proper gym attire must be worn in the gym at all times. For example, bare feet, sandals and wet bathing suits are prohibited.
- 25.10 Televisions must be kept to a reasonable volume and be turned off when not in use.
- 25.11 Be courteous when using equipment. When using a machine, alternate sets when someone else may wish to use the same machine.
- 25.12 No glassware or other breakable items are permitted in the gym.
- 25.13 Breach of these rules may result in loss of gym privilege.

*If you see any activity in the gym that makes you uncomfortable, immediately report it to the Concierge or Security.

*If you see something that is potentially unsafe, or which needs maintenance, the Concierge or Building Manager must be advised immediately.

26. PARTY ROOM

- 26.1 Residents over the age of eighteen (18) may book the Party Room for use by the Resident and the Resident shall enter a Party Room License Agreement with the Corporation.
- 26.2 No more than sixty (60) guests are permitted in the Party Room.
- 26.3 All bookings for the Party Room shall be made with the Management Office during regular business hours and should be made no more than six (6) months in advance. The Management Office may require information, as it decides in its sole discretion, is reasonable from any person applying for use of any of the Party Room.
- 26.4 Depending on the number of people attending the function in the Party Room, one or more private security guards must be retained to monitor the access to and egress from the Party Room during the reserved event. A private security guard(s) will be hired by the Corporation and the cost will be the responsibility of the party in whose name the reservation was made.
- 26.5 The Party Room License Agreement (**Schedule "I"**) will require the Resident to provide, a security/cleaning/damage deposit (the "**Deposit**"), in an amount set out in the Party Room License Agreement. If this Deposit is not paid to the Corporation at least two (2) weeks prior to the reserved date, the Property Manager or the authorized agent of the Corporation will cancel the reservation. The Party Room License Agreement will also require the Resident to provide a non refundable administrative charge for use of the Party Room ("**Administration Fee**"). The amount of the Deposit and the Administration fee may be amended by resolution of the board from time to time.
- 26.6 Subsequent to any event being held within the Party Room, the Property Manager or the authorized agent of the Corporation will determine if any damage has occurred to the Party Room finishings and/or the common elements and will notify the Resident who rented the room in writing as to the determination. If no damage has occurred, then the Deposit, less security and cleaning and/or repair charges, shall be returned to the Resident who used the Party Room. If there is damage, the Property Manager or the authorized agent of the Corporation shall apply the Deposit first against any and all damage. In the event the Deposit is insufficient to pay for the security and/or damage and/or cleaning and/or repair expenses, then the Resident shall immediately reimburse the Corporation for all sums expended by the Property Manager or the authorized agent of the Corporation in excess to the security deposit amount to repair the damage and clean the Party Room. All costs incurred by the Corporation will be recovered from the individual responsible and/or the Owner and/or the Resident of the unit in which the Resident resides, and any costs incurred shall be recoverable in accordance with Rule 1.4.
- 26.7 Reservations must be cancelled no later than fourteen (14) days prior to the reserved date, except if the reservation is on a designated holiday, in which case the cancellation must be made at least one month in advance of the reserved date, and any cancellations within the final month prior to the reservation date shall result in the forfeiture of the Administration Fee.
- 26.8 The enjoyment of food, beverages and alcoholic beverages are permitted within the Party Room during such times, and subject to such restrictions, as the Property Manager and/or Board may decide from time to time.

- 26.9 Liquor cannot be sold, whether for profit or otherwise, at any function within the Party Room.
- 26.10 No furniture may be removed from the Party Room whatsoever.
- 26.11 All functions within the Party Room must be terminated as of 12:00 a.m. and must be vacated by all persons by 1:00 a.m. Notwithstanding the preceding, if noise levels are deemed by the Corporation (or its authorized agents, such as Concierge and security) to be unacceptable, the function may be immediately terminated and all Residents and guests will be required to vacate the Party Room immediately.
- 26.12 Notwithstanding the above, none of the Corporation's facilities may be used for commercial functions for which payment and/or an admission fee is required, except for events held on behalf of a registered charity. The Corporation may require proof of such charitable status at the time of booking.
- 26.13 Boisterous behaviour of any sort (including yelling, running, rowdyism, vandalism, intoxication or inebriation from drugs and/or alcohol, and/or any other form of misconduct or misbehaviour) is strictly prohibited, and any person who commits same maybe removed from the premises by the Property Manager or its authorized agent. The Property Manager or its authorized agent shall have the unfettered and unchallenged discretion to determine what constitutes "boisterous behaviour" and who has committed same.
- 26.14 The foregoing rules governing the use of the party room shall be enforced in accordance with the terms of the Condominium Act, the declaration of each condominium enjoying the use or benefit of said facilities, and the provisions of any applicable reciprocal agreement or cost-sharing agreement governing the use or operation of said facilities (or any portion thereof), and upon such further terms as the Declarant initially (and the shared facilities committee subsequently) or the Manager may deem advisable, in their sole and unfettered discretion, from time to time.
- 26.15 Rental fee is \$250.00 for weekend usage from Friday to Sunday of the Party Room and \$150.00 during the week, Monday to Thursday, excluding statutory holidays, from 9:00 a.m. until 11:00 p.m. Security deposit in the amount of \$1,500.00, cheque payable to YRSCC 1255 is required. Payment must be submitted to confirm the booking.

27. BOARD ROOM/DINING ROOM

- 27.1 Residents must be over the age of eighteen (18) to book the Board Room. Room must be vacated by all persons by 1:00 a.m. The preceding time restriction does not apply to meetings of the Board.
- 27.2 Reservations are on a first-come, first-serve basis.
- 27.3 Maximum 12 persons allowed.
- 27.4 No cooking equipment allowed.
- 27.5 No commercial function allowed.
- 27.6 Liquor cannot be sold, whether for profit or otherwise, at any function within dining room.
- 27.7 No singing, no speakers or sound systems allowed. Loud noise is strictly prohibited, failure to abide will terminate usage immediately.
- 27.8. No decorations allowed unless pre-approved by management and the board.
- 27.9. Do not move / relocate any decoration. Furniture must not be moved. Extra furniture such as chairs, tables, stools, etc. is not allowed.
- 27.10 Use of kitchen and bar facilities allowed.
- 27.11 Use of glassware from the bar shelf not allowed.
- 27.12 Letter of Rules Violation will sent to the resident and the owner, resident might not allow to use enter the dining room if violating the Rules;
- 27.13 Rental fee at amount \$100.00 and security deposit at amount \$1,500.00 cheque payable to YRSCC 1255. Payment must be submitted to confirm the booking.
- 27.14 The renter must review and fill the booking form and sign the agreement to use the facility.
- 27.15 The dining table must always be covered with a table cloth and protective heat pads should be used at all time.
- 27.16 Room must be left clean and in order. All garbage bags must be removed.
- 27.17 No pets allowed.
- 27.18 The recreational facilities are not supervised. All recreational facilities are used at the user's risk. The Corporation, agents and employees of the Corporation are not responsible for accidents, lost or stolen personal property or any other damages, howsoever caused.

28. GUEST SUITE

- 28.1 The Guest Suite is designated NON-SMOKING. Smoking is prohibited in the Guest Suite.
- 28.2 Residents over the age of eighteen (18) may book the Guest Suite for use by their guest.
- 28.3 The Guest Suite is for the use of guests of residents only, and is not intended for use as hotel rooms for business purposes.
- 28.4 The cost of the Guest Suite is Sixty Dollars (\$60.00) per day, or such other amount as the may be determined by resolution of the Board from time to time.
- 28.5 The Guest Suite is available by reservation only on a first come first serve basis and must sign a Guest Suite Contract. Reservations can be accepted no more the six (6) months in advance. A security/cleaning charge or deposit may be levied for every day/night of use of the Guest Suite, in such amount as the Corporation may determine fit from time to time.
- 28.6 The Corporation and/or its authorized agents may determine such conditions of use regarding the Guest Suite as deemed reasonable in their own sole and unfettered discretion.
- 28.7 The maximum stay for a guest of a resident within the Guest Suite is seven (7) nights per month. Any stay longer than seven (7) nights in one month, whether consecutive or dispersed, must be approved by the Property Manager or the Board.
- 28.8 The Guest Suite is available for occupancy from 3:00 p.m. on the reserved day, and shall be vacated on the scheduled final day of use no later than 11:00 a.m.
- 28.9 Reservations for the Guest Suite should be made a minimum of one week in advance.
- 28.10 Only a resident Owner or a tenant with a current dated lease naming the tenant may reserve, pay for, and use the Guest Suite.
- 28.11 Signed contract and payment of the fees should be received by the Property Management Office a minimum of one week in advance. Fees must be paid for by separate cheques or money orders.
- 28.12 A Resident is responsible for all costs, damages, losses and or liabilities caused or occasioned by his or her guest arising from (or in connection with) such guest(s) use of the Guest Suite. An inspection of the Guest Suite subsequent to the guest(s) stay shall be conducted by the Concierge or Property Manager to ascertain whether any damage has been caused thereto. In the event that the Property Manager determines that damage has been caused to the Guest Suite (or to the property located therein) by a guest, the Property Manager shall provide a written report to the owner who invited such guest, along with an invoice for payment of all costs relating to the repair of such damage, and the cleaning of the Guest Suite.
- 28.13 The resident and his or her guest(s) shall fill out the Guest Suite acknowledgement and waiver of liability form, which shall be drafted in accordance with the direction of the Property Manager and the Board. In addition, each guest shall sign a written acknowledgement confirming that the guest(s) occupancy of the Guest Suite does not

(and shall not) create the relationship of the landlord and tenant as between either both of the Corporation on the one hand, and the guest on the other hand. To further reinforce the foregoing, all security/cleaning charges or deposits shall be paid by the owner who invited such guest or who's residents invited such guest to stay in the Guest Suite, rather than being paid by such guest, and neither the Corporation, nor the Board, nor the Property Manager shall accept direct payment from any guest who is using the Guest Suite.

- 28.14 The Resident and his / her guests are responsible for all personal items left within the Guest Suite, and neither the Corporation, nor the Board, nor the Property Manager shall bear any responsibility for any loss, theft, damage, or destruction of any personal property of any guest.
- 28.15 Cancellation of reservations must be completed no later than 2 business days prior to the reserved date.
- 28.16 Complete refund of the Guest Suite fee will be made if cancellation conforms to Rule 27.13 above. Otherwise a charge of one night fee will be levied for all single night bookings and a charge of two nights' fee will be levied for more than a one-night bookings.

29. OUTDOOR BARBEQUES ON THE COMMON PATIO

- 29.1 The barbeques are available for use from 9:00 a.m to 10:00p.m. daily, unless otherwise determined by the Board, and a \$35.00 deposit is required, or such other amount as may be determined by resolution of the Board from time to time.
- 29.2 The use of this facility is restricted to Residents and their guests. A Resident must accompany his/her guest at all times when using the barbeque.
- 29.3 No one under the age of 18 is permitted to operate the barbeque.
- 29.4 Children must be supervised and accompanied by an adult at all times when in the vicinity of the barbeques.
- 29.5 Residents must sign in and out at the Concierge desk before and immediately after using **the barbeque**.
- 29.6 No barbeques may be reserved prior to use. A Resident may use the barbeque for a maximum of forty five (45) minutes, if someone is waiting for the barbeque. If there are people waiting to use the barbeques, please be considerate.
- 29.7 A Resident may use the one barbeque at a time.
- 29.8 Before and after barbequing, all food must be transported through the common elements in securely covered containers.
- 29.9 All barbeque knobs and the gas valve must be turned off after use. Residents are responsible to notify the Concierge once finished so that gas can be shut off.
- 29.10 Each user is required to clean the grill surface using the wire brush provided, at the end of their use.
- 29.11 All garbage must be wrapped, tied, and placed in the disposal containers, or removed from the area.
- 29.12 In case of an emergency, residents are required to notify the Concierge desk at 905.832.9004.
- 29.13 Owners are responsible for personal injuries, losses, liabilities or damage to property, caused by or occasioned by his/her guest(s) (or those of his or her Resident). In the event of damage to the barbeque, equipment, or surroundings by a Resident or his/her guest(s), Property Management will provide a written report to the Resident and Owner along with an invoice for payment of all costs related to the repair and/or cleanup of the damages.
- 29.14 Residents are fully responsible for all personal items of their own or their guest(s), left within the barbeque area, and the Corporation shall bear no responsibility for the theft, damage, or destruction of any such belongings.
- 29.15 Each Resident eligible to use the barbeque, is responsible for ensuring that any guest(s) is/are fully aware of all the rules and regulations.
- 29.16 The Corporation bears no responsibility for personal injury, loss, or damage to the property.

- 29.17 Each person must provide their own barbeque utensils.
- 29.18 NO SMOKING is allowed while operating a barbeque or while in the immediate vicinity of a barbeque.
- 29.19 When finished, the wire brush must be returned to the concierge or handed to the next user and the concierge must be informed of the unit number of the next user.

NO SMOKING

- 30.1 In addition to the provincial and/or municipal smoking ban in any interior common areas of a condominium corporation, except in areas designated by the Board from time to time, if any, there shall be no smoking in any unit or anywhere on, within or upon the Corporation's property, which includes all exterior common elements of the Corporation, including the exclusive use balconies and/or patios.
- 30.2 Notwithstanding rule 30.1 above, those individuals who smoke in their units at the time of the passing of these Rules may register in the Unit Smoking Register in the Management Office within 30 days of this Rule becoming effective, and only those individuals who have so registered may continue to smoke in their units and/or on their exclusive use common elements but may not smoke any other exterior common elements of the Corporation, except in areas designated by the Board from time to time, if any.
- 30.3 Notwithstanding rule 30.2 above, in the event that complaints are received by the Corporation that smoke odours are entering other units or the common elements as a result of smoking in a unit, and the complaint(s) are not resolved by the Owner following the receipt of written notice of the complaints from the Board or Property Manager, the Board and/or Property Manager may, by written notice to the Owner, prohibit smoking in the unit.

CANNABIS

- 30.4 There shall be no smoking of cannabis in any unit or anywhere on, within or upon the Corporation's property, which includes all exterior common elements of the Corporation, including the exclusive use balconies and/or patios. For greater certainty, Rule 30.2 only applies to individuals who smoke tobacco or tobacco related products.
- 30.5 There shall be no growing of cannabis in a unit or anywhere on the common elements, including exclusive use common elements.
- 30.6 For purposes of this Rule 30, "smoking" includes but is not limited to the combustion, vaporization and/or inhalation of tobacco or tobacco products, cannabis or cannabis products, or such other substance as the Board of Directors may determine.

Schedule "A"

**WORKPLACE VIOLENCE PREVENTION POLICY
AND
WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY
APPENDED TO RULES REGARDING VIOLENCE, DISCRIMINATION AND HARASSMENT**

A. WORKPLACE VIOLENCE PREVENTION POLICY

1. Statement of Policy

York Region Standard Condominium Corporation No. 1255 (the "**Corporation**") is comprised of 236 Dwelling Units and is located at 9255 Jane Street, Vaughan, Ontario committed to the prevention of workplace violence and is ultimately responsible for the health and safety of all workers within its facilities. This includes the health and safety of the Corporation's employees and the employees of companies that provide services to the Corporation. The Corporation will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

2. Definitions

Workplace violence is defined to be:

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the worker.

3. Application of Policy

Violent behaviour in the workplace is unacceptable from anyone. This policy applies to all persons who may be in any workplace of the Corporation. This includes the Corporation's employees, employees of other companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. A workplace of the Corporation is any place at which workers of the Corporation work, including the units, common elements, as well as any shared facilities. Everyone in the workplace must be dedicated to preventing workplace violence. The management team, board members of self-managed corporations, supervisors and all other workers are expected to uphold this policy and will be held accountable by the Corporation for doing so.

4. Workplace Violence Prevention Program

The Corporation has developed a Workplace Violence Prevention Program that implements this Workplace Violence Prevention Policy. It includes:

- (a) an assessment of the risk of workplace violence;
- (b) measures and procedures to protect workers from workplace violence;

- (c) a means of summoning immediate assistance in the event of a violent or potentially violent incident;
- (d) a process for workers to report incidents or raise concerns of workplace violence;
- (e) a process for investigating incidents of workplace violence; and
- (f) periodic reassessment of the Corporation's Workplace Violence Prevention Policy and Workplace Violence Prevention Program.

The Corporation will ensure that this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them and their co-workers from violence in the workplace.

5. **Responsibility**

All workers will adhere to this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. The management team, board members of self-managed corporations and supervisors, if any, are responsible for ensuring that the measures and procedures set out in the Workplace Violence Prevention Program are followed by workers and that workers have the information they need to protect themselves and their co-workers from workplace violence.

Every worker must work in compliance with this Workplace Violence Prevention Policy and the supporting Workplace Violence Prevention Program. All workers are encouraged to raise any concerns about workplace violence and are required to report any violent incidents or threats of violence.

B. WORKPLACE DISCRIMINATION AND HARASSMENT PREVENTION POLICY

1. **Statement of Policy**

The Corporation recognizes the dignity and worth of all persons and to that end believes in providing and maintaining a work environment in which all employees of the Corporation and employees of companies providing services to the Corporation, owners, residents, guests and visitors are free from workplace harassment.

2. **Prohibited Discrimination and Harassment**

First, the *Human Rights Code* provides that every person has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability (the "**prohibited grounds**").

This provision means that there is a prohibition on any form of discrimination based upon a prohibited ground, save and except for differential treatment of a person that is for a reasonable and legitimate purpose (e.g. *bona fide* occupational requirement). Any form of wrongful discrimination is therefore prohibited including, but not limited to, the harassment of a person on the basis of one of the prohibited grounds.

Second, the *Human Rights Code* provides that every person who is an employee has a right to be free from harassment in the workplace because of sex by his or her employer or an agent of the employer or by another employee. The *Human Rights Code* also provides that every person has the right to be free from a sexual solicitation or advance made by a person in a position to grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that the solicitation or advance is unwelcome. The *Human Rights Code* also provides that every person has a right to be free from any reprisal or threat of reprisal for the rejection of any such sexual solicitation or advance.

Third, the *Occupational Health and Safety Act* prohibits any form of workplace harassment. It is not limited to harassment based upon prohibited grounds. It is a broader prohibition of harassment than that contained in the *Human Rights Code*.

3. Definitions

In order to understand the scope of this policy, it is necessary to set out the definitions of certain terms.

- (a) **“Workplace”** for the Corporation’s purposes means any place in the Corporation or shared facilities, if any, where work-related activities are conducted.
- (b) **“Harassment”** means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known, to be unwelcome. It includes unwelcome, unwanted, offensive, or objectionable conduct that may have the effect of:
 - (i) creating an intimidating, hostile or offensive work environment;
 - (ii) interfering with an individual’s work performance;
 - (iii) adversely affecting an individual’s employment relationship; and/or
 - (iv) denying an individual dignity and respect.

Harassment may result from one incident or a series of incidents. It may be directed at a specific individual or group.

Examples of harassment or discriminatory conduct which may constitute workplace harassment, include, but are not limited to:

- (i) humiliating an employee of the Corporation or another employer’s worker, in front of co-workers, owners, residents, visitors, guests or another employer’s workers;
- (ii) the making of any work-related decision (including matters of hiring, promotion, compensation, work assignments, evaluations, training or job security) on the basis of any of the prohibited grounds rather than on the basis of merit;
- (iii) comments which are intended, or that ought reasonably to be known, to promote stereotyping of a person or persons on any of the prohibited grounds;

- (iv) jokes or comments which draw attention, for example, to a person's disability, age, ethnic, racial, or religious background or affiliation or which draw attention to a person's gender or sexual orientation with the effect of undermining such a person's role in a professional or business environment or that by their nature are known or ought reasonably to be known to be embarrassing or offensive;
 - (v) derogatory remarks, verbal abuse or threats directed towards members of one gender or regarding the sexual orientation of an individual or individuals or with respect to the ethnic, racial or religious background or affiliation of an individual or group; and/or
 - (vi) bullying.
- (c) **"Sexual Harassment"** is any unsolicited conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to:
- (i) any unwelcome sexual advances (oral, written or physical);
 - (ii) requests for sexual favours;
 - (iii) unwelcome sexual or gender related comments, innuendoes, remarks, jokes or taunts;
 - (iv) unnecessary physical contact such as patting, touching, pinching or hitting;
 - (v) displays of sexually degrading, offensive or derogatory material such as graffiti or pictures;
 - (vi) physical or sexual assault;
 - (vii) propositions of physical intimacy;
 - (viii) bragging about sexual prowess;
 - (ix) leering or inappropriate staring;
 - (x) inquiries or comments about a person's sex life or sexual behaviour; and/or
 - (xi) sexual jokes or stories causing embarrassment or offence, that are told or carried out after the person telling the story or joke has been advised that they are embarrassing or offensive or that by their very nature are known or ought reasonably to be known to be embarrassing or offensive.

4. **Application of Policy**

This policy applies to all employees of the Corporation and employees of companies that provide services to the Corporation, visitors, guests, current and prospective unit owners and residents. This policy covers all forms of discrimination or harassment prohibited under the *Human Rights Code* and the *Occupational Health and Safety Act*.

This policy applies not only during working time, but to and during any activities on or off the premises of the Corporation that could reasonably be associated with the workplace including work related social events.

5. Workplace Discrimination and Harassment Prevention Program

In order to implement this Workplace Discrimination and Harassment Prevention Policy, the Corporation has developed the following Workplace Discrimination and Harassment Prevention Program. That Program, as more fully set out in the Program documents:

- (a) includes measures and procedures for workers to report incidents of workplace discrimination or harassment;
- (b) sets out how the Corporation will investigate and deal with incidents and complaints of workplace discrimination and harassment; and
- (c) sets out the information, instruction and training that will be provided to all the workers of the Corporation with respect to this policy and the supporting Workplace Discrimination and Harassment Prevention Program.

6. Responsibility

All workers are responsible for ensuring that discrimination and harassment are not tolerated in the workplace.

All workers when they become aware of any allegations or complaints of workplace discrimination or harassment are requested to promptly report those allegations or complaints to a manager, a supervisor, or other person as may be appropriate.

The management team, board members of self-managed corporations and supervisors are responsible for providing a work environment that is free from workplace discrimination and harassment. This responsibility includes actively promoting a positive, harassment and discrimination free, work environment.

7. Investigations of Discrimination or Harassment

All complaints, reports or allegations, formal and informal, of workplace discrimination and harassment will be investigated in accordance with the Workplace Discrimination and Harassment Prevention Program of the Corporation.

C. GENERAL

1. Consequences

The Corporation, if the violator is an employee of the Corporation, has the sole responsibility and authority to determine the appropriate disciplinary action, if any, for a violation of the Workplace Violence Prevention Policy and/or the Workplace Discrimination and Harassment Prevention Policy. Disciplinary action for violations of these policies will take into consideration the nature and impact of the violation, and may include discipline from a verbal or written reprimand to termination of employment without notice or compensation. If the violator works for one of the Corporation's suppliers, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier or may require the supplier to provide its goods/services via another employee or both. If the violator is a resident, guest or visitor, the

Corporation may pursue any and all legal remedies necessary to protect workers from further harm, which may include the involvement of police, a cease and desist order and/or a restraining order. If any work is required to be performed by the Corporation in a unit where a violator resides, the Corporation may prohibit such violator from being present in the unit while such work or repairs is being completed.

Deliberate false accusations of workplace violence, discrimination or harassment are of an equally serious nature and will also result in disciplinary action up to and including termination of employment without notice or compensation. An unproven allegation of violence, discrimination or harassment does not mean that violence, harassment or discrimination did not occur or that there was a deliberate false allegation. It may simply mean that there was insufficient evidence to proceed or that even though the complainant may have genuinely believed that there was violence, discrimination or harassment, the investigation has not borne out the complaint.

2. Reprisals

Retaliation or reprisals are prohibited against any individual who has complained of workplace violence, discrimination or harassment under these policies, or has provided information regarding such a complaint. Any such retaliation or reprisal is subject to disciplinary action, up to and including termination of employment without notice or compensation. If a complaint is made against one of the Corporation's suppliers and the supplier retaliates against the complainant, the Corporation may require the supplier to take disciplinary action satisfactory to the Corporation before permitting the violator to provide further services to the Corporation on behalf of the supplier, or may require that goods/services are provided through a different employee or both. Alleged retaliation or reprisals are subject to the same complaint procedures and penalties as complaints of discrimination and harassment.

3. Confidentiality

The Corporation recognizes that individuals may find it difficult to come forward with a complaint under this policy because of concerns of confidentiality. Therefore, all complaints concerning workplace violence or discrimination or harassment, as well as the names of parties involved, shall, to the degree possible, be treated as confidential. However, the Corporation's obligations, including the obligation to conduct an investigation into the alleged complaint may require limited disclosure. At the conclusion of each complaint process, all related documentation will be maintained for safe-keeping in a confidential manner in the management office.

3. Complaints Against Third Parties

The Corporation recognizes that a worker may be subject to workplace violence, discrimination or harassment by co-workers, employees of other companies that provide services to the Corporation, current and prospective unit owners and residents, visitors, guests and by others who conduct business with the Corporation.

A worker who believes that he or she has been subjected to discrimination or harassment by a person who does not work for the Corporation may seek the advice of the management team or board members of self-managed corporations who will take whatever action is practicable and appropriate in the circumstances

4. **Commitment**

The Corporation pledges to investigate and deal with all incidents and complaints of workplace violence, discrimination and/or harassment in a fair and timely manner, respecting the privacy of all concerned as much as possible.

President of Board of Directors

Date

SCHEDULE "B"

MAINTENANCE OF CONFIDENTIALITY OF ALL PERSONAL INFORMATION AND BUSINESS INFORMATION HELD OR OWNED BY YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

York Region Standard Condominium Corporation No. 1255, ("YRSCC 1255") endeavours to strictly comply with the requirements of the *Personal Information Protection and Electronic Documents Act (Canada)* ("PIPEDA") to keep secure and confidential all "personal information" (as defined in PIPEDA) obtained and held by YRSCC 1255 about individuals seeking credit to purchase or lease residential units from YRSCC 1255, YRSCC 1255's ongoing residents, both condominium owners and lessees, individuals employed by YRSCC 1255, independent contractors engaged by YRSCC 1255, and other individuals (collectively, the "**Personal Information**").

In addition, YRSCC 1255 has its own proprietary business information about its own operations. This proprietary business information and the Personal Information are collectively called "**Proprietary Information**".

Elite Core Property Management ("**Elite**") has entered into a contract under which Elite is YRSCC 1255's agent to manage the condominium property and assets of YRSCC 1255 located at 9255 Jane Street, Vaughan, Ontario, pursuant to a management agreement between YRSCC 1255 and Elite (the "**Management Agreement**").

While providing these management services inside YRSCC 1255's offices and other locations, Elite's employees, subcontractors, and agents may come into contact with, see and or hear, or have possession of, YRSCC 1255's Proprietary Information. In addition to the Management Agreement, YRSCC 1255 requires Elite's additional written confirmation, as noted below, that:

- a) only those of Elite's employees, subcontractors, and agents who have a "need to access", will be allowed by Elite to have access to YRSCC 1255's offices or other parts of that office building as may be necessary to deliver the on site services;
- b) all Proprietary Information seen or heard or handled, or located in Elite's offices or in Elite's possession or control will be kept in strict confidence by Elite, as Elite would secure and protect its own proprietary business information and individuals' "personal information" (as defined in PIPEDA) in the possession of Elite;
- c) any of Elite's employees, subcontractors, and agents, who provide services to YRSCC 1255, whether on site at YRSCC 1255's offices, or in Elite's offices, or elsewhere for Elite, will have executed in favour of Elite a confidentiality agreement by which each of them agrees that they will keep confidential all of YRSCC 1255's Proprietary Information, and that no document in paper or electronic form seen at YRSCC 1255's locations or Elite's locations may be copied in any manner or removed from such locations or waste or recycling;
- d) that Elite holds a General Liability insurance policy, including defalcation, to cover the actions of Elite's employees, subcontractors, and agents in the amount of at least \$1,000,000; and
- e) at the termination of the Management Agreement Elite will, as directed by YRSCC 1255, either return to YRSCC 1255 all copies in paper or electronic form of YRSCC 1255's

Proprietary Information and or certify the destruction of all copies of YRSCC 1255's
Proprietary Information.

Dated this _____ day of _____, 20__.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO.
1255**

PROPERTY MANAGEMENT

Per: _____
Name
Title

Per: _____
Name
Title

SCHEDULE "C"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

CUSTOMER SERVICE ACCESSIBILITY PLAN

Our Commitment

York Region Standard Condominium Corporation No. 1255 (hereinafter referred to as the "**Corporation**") is committed to providing access to its common areas and the amenities associated therewith in a manner that respects the dignity and independence of individuals with disabilities and in a manner that is integrated. The Corporation will take all reasonable measures to ensure that its residents, members of the public, vendors, contractors and others with disabilities who access the Corporation's common areas and the amenities associated therewith have an equal opportunity to do so.

If an individual requires assistance while on the Corporation's common areas, they should be directed to the management office or the Superintendent for assistance. If an individual makes telephone inquiries prior to accessing our premises, they should be directed to management for assistance.

This plan is made pursuant to the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005* and the Accessibility Standards for Customer Service Regulation.

For the purpose of this policy, "disability" is defined as:

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*.

Assistive Devices

The Corporation will ensure that employees and other representatives of the Corporation facilitate the use of personal assistive devices and ensure that employees are trained to assist individuals who use personal assistive devices. Assistive devices can include communication aids, cognition aids and personal mobility aids. The Corporation will also train employees and representatives on how to use assistive devices that we may make available from time to time.

Communication

Communication is an important part of achieving accessibility. The Corporation is committed to ensuring that employees and other representatives of the Corporation communicate in a manner that takes in to account an individual's specific disability, using clear and plain language and alternative forms of non-verbal communication as appropriate.

Service Animals and Support Persons

Unless otherwise excluded by law including for health and safety considerations, the Corporation will ensure that all individuals who use a service animal including a guide dog are permitted access to the common elements of the Corporation, and the amenities associated therewith with their service animal.

Where excluded by law, the Corporation will provide alternative methods of access if available.

For the purpose of this Plan, an animal is a "service animal" if it is readily apparent that the animal is used by an individual for reasons relating to his or her disability, or if the an individual provides a letter from a physician or nurse confirming that the individual requires the animal for reasons relating to the disability.

Individuals accompanied by a support person will be permitted to have that person with them at all times. For purposes of this Plan, a support person is in relation to an individual with a disability, another person who accompanies him or her in order to help with communication, mobility, personal care or medical needs with access to the common elements of the Corporation, and the amenities associated therewith. A support person can be a family member, professional or friend.

The Corporation may, where there is a concern for the health and safety of the individual with a disability or others, require that the individual with a disability to be accompanied by a support person while accessing its common elements and the services associated therewith.

Temporary Disruptions

Should there be a disruption that impacts the manner in which individuals with disabilities access the common elements of the Corporation and/or the amenities associated therewith (for example, an out of service elevator, lift, ramp, etc.), the Corporation will promptly post notice of the disruption and will provide information about the reasons for the disruption, the anticipated duration and description of alternate services in the affected location. Notice will be posted at main entrance or entrances as may be appropriate and all bulletin board locations on the premises so affected.

The Corporation will undertake all reasonable measures to promptly rectify any disruption as it arises.

Education and Training

The Corporation is committed to ensuring that the principles and procedures set out in this Plan, the *Accessibility for Ontarians with Disabilities Act, 2005* and the Accessibility Standards for Customer Service Regulation are complied with and consistently implemented. The appropriate personnel of the Corporation will receive training on the requirements set out in this Plan, specifically:

- The principles set out in the *Accessibility for Ontarians with Disabilities Act, 2005* and the Accessibility Standards for Customer Service Regulation;
- The manner in which to interact and communicate with Individuals with various types of disabilities;
- How to use assistive devices we may make available and the manner in which to interact with Individuals with disabilities who use an assistive device or require the assistance of a service animal or support person; and
- What to do if an individual with a particular type of disability is having difficulty accessing the common elements of the Corporation and/or the amenities associated therewith.

Training will be provided on an on-going basis and annually at a minimum. All violations of this Plan by employees or other representatives of the Corporation will be fully and promptly investigated and the appropriate corrective action will be taken.

This Plan and the associated practices, procedures and training will be updated and amended as necessary to ensure on-going compliance with the objectives of the *Accessibility for Ontarians with Disabilities Act, 2005* and the Accessibility Standards for Customer Service Regulation.

Feedback and Questions?

If you have any questions about this policy, please speak with your manager, property management office and/or a Member of the Board. Feedback on this policy and the Corporation's accessibility measures is welcomed by the Corporation.

Individuals who wish to provide feedback should be advised that they can provide feedback in various forms, including:

- Verbally to a representative of the Corporation, including the Property Manager;
- By letter/mail c/o the Property Management to 9255 Jane Street, Vaughan, Ontario L6A 0K1

All feedback received will be reviewed within a reasonable time period and the Corporation will take appropriate steps to address issues raised where necessary.

Copies

Copies of this document and all associated documents are available upon request and in various formats.

Reference

Accessibility for Ontarians with Disabilities Act, 2005

The Accessibility Standards for Customer Service Regulation

SCHEDULE "D"

IN-SUITE RENOVATION AGREEMENT

This Agreement made as of _____ 20__,

BETWEEN:

(the "Owner")

of the first part,

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

(the "Corporation")

of the second part,

Whereas:

- A. the Owner is the registered owner of the condominium residence, designated as suite _____ - 9255 Jane Street, Vaughan, Ontario comprising Unit _____, Level _____ (the "**Unit**") according to **YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255**; and
- B. the Owner wishes to make alterations to his/her Unit and/or common elements, in accordance with the requirements and/or specifications contained in Schedule "A", including the plans and/or drawings referenced therein (the "provisions"), and in compliance with all applicable laws and to the extent only that the alterations are not contrary to the Condominium Act, 1998, as amended (the "**Act**") or the Declaration (hereinafter referred to as the "**Alteration**"); and
- C. the foregoing recitals are made as representations or statements of fact by the Owner and not by the Corporation; and
- D. the board of directors of the Corporation (the "**Board**"), by resolution, has approved the proposed Alteration subject to the terms and conditions of this Agreement;

now therefore it is hereby agreed and declared as follows:

The terms used herein have the meanings ascribed to them in the Act.

1. Costs Concerning the Alteration

The Owner has ownership of and is solely responsible for the installation and insurance of the Alteration and to maintain and repair the Alteration after damage and for all costs associated therewith, and the Corporation has no obligations in respect thereof, save as may otherwise be provided herein. Within thirty (30) days the Owner shall deliver to the Corporation

a certificate of insurance in which the insurer acknowledges and accepts the existence of the indemnity contained in section 10 of this Agreement.

2. Compliance with Schedule "A"

The Owner is aware of and will comply with the provisions of Schedule "A" attached to and forming part of this Agreement which govern the specifications for the Alteration the Owner intends to make. If a building or other permit is required in relation to the Alteration, the Owner must ensure that the particulars of the permit(s) are inserted in Schedule "A".

3. Conditional Approval

The approval granted by the Board referred to in clause D to the Alteration described in clause B is conditional upon compliance with the provisions of Schedule "A".

4. Final Working Drawings

Prior to commencement of any construction, and at least 10 days prior to construction, the Owner shall provide to the Corporation, the final working drawings to be used to construct the Alteration, showing in complete detail the proposed Alteration (the "Final Working Drawings"). The Board may require that these drawings be prepared by a certified architect or engineer. The Owner agrees to provide a letter, if requested by the Corporation, from the architect and/or engineer who prepared Final Working Drawings, stating that the Alteration will not affect the structural integrity of the building and that the Alteration will be built in accordance with the Final Working Drawings. If required by the Corporation, within thirty (30) days of completion of construction, the Owner shall provide a letter from the architect and/or engineer, who prepared the Final Working Drawings, confirming that the Alteration does not affect the structural integrity of the building and that the Alteration has been built in accordance with the Final Working Drawings. The Owner shall provide evidence that he/she has obtained all necessary permits from the appropriate municipal or other governmental authority (if applicable) and submit all such drawings and permits to the Corporation or a letter from the appropriate authority confirming that permits are not required.

5. Final Working Drawings Maintained by Board

A complete set of the Final Working Drawings for the Alteration shall be maintained by the Board in the office of the Corporation at all times for the use of the Corporation and of the Owner and any purchaser of the Unit in rebuilding or repairing any damage to the Unit and/or the Common Elements and/or the Exclusive Use Common Elements or the Alteration.

6. Security Deposit

The Owner shall submit and deposit to the credit of the Corporation the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to be applied on account of legal, engineering, professional and administrative costs and any other costs the Corporation may incur in any way relating to the requirements of this Agreement. Upon completion of the Alteration, to be performed to the satisfaction of the Corporation, any necessary adjustment shall be made between the parties and the Corporation shall provide the Owner with copies of all invoices with the final account. When the construction of the Alteration is complete, the Corporation agrees, if applicable, to return the security deposit to the Owner, minus all costs and expenses and any deduction for damages as may reasonably be determined by the Corporation and the costs of registration of this Agreement upon title to the Unit. The requirement to provide the deposit in no way limits the obligation of the Owner to make additional payments as provided in this Agreement.

7. Commencement of Construction

The Board shall determine and notify the Owner of the earliest date for commencement of the Alteration and a reasonable time period in which the construction shall be carried out and

completed. If the Owner fails to complete the Alteration within the time permitted, as set out in clause 8 (unless any delays are beyond the reasonable control of the Owner acting reasonably), or his/her contractor abandons the construction, the Board may by written notice to the Owner, addressed to the Unit, cancel the permission hereby granted and require the Owner to restore the Unit to its original condition prior to the commencement of the construction being performed and at the sole expense of the Owner and in accordance with the default provisions of this Agreement.

8. General Construction Matters

- (a) Construction including the delivery of goods and materials shall be carried out on the premises between Monday to Friday only between the hours of 9:00 a.m. and 6:00 p.m. No construction shall be carried out on Saturdays, Sundays and holidays. All construction must be completed within ____ days of commencement of the construction.
- (b) All building materials, supplies and equipment shall be stored in the Unit and/or the Unit's Exclusive Use Common Elements and the names and identities of all workers and other persons involved in the Alteration requiring entry to the Property (as defined in the Act) shall be provided to the Manager and shall obtain access to and from the building by means designated by the Manager. None of the workers or persons shall be within the building other than during the hours in which construction is being carried out on the Alteration.
- (c) Work shall be carried out in a manner so as to prevent disturbance to other residents in the building and adjacent buildings.
- (d) Any Common Elements or Exclusive Use Common Elements affected by the Work shall be restored to their original condition as soon as practical and to the satisfaction of the Board.
- (e) All Common Elements and Exclusive Use Common Elements which may be damaged, defaced or marked directly or indirectly by reason of the Work being carried out shall be adequately protected at the cost of the Owner during such periods as the Work may affect them and such protection shall be removed during hours in which Work is not being performed as the Corporation or its agent may direct.
- (f) All debris shall be disposed of directly into containers approved by the Manager and located as he/she shall direct or by other means satisfactory to him/her. The supply and removal of containers shall be at the cost of the Owner, at times specified by the Manager. In no event will debris be allowed to accumulate in or about the building other than in the containers.
- (g) No door giving access to the building shall be kept open other than when actually in use and no apparatus, scaffolds or hoisting device shall be left unsafely or unattended in a manner so as to permit access to the building by unauthorized persons.
- (h) No interruption of electrical, water or other service to any unit shall be made except at times and for durations specified by the Manager and then only after twenty-four (24) hours' notice to the occupant(s) of the units affected.
- (i) No pneumatic or other percussion tools or hammers shall be used without the specific written authorization of the Board and/or Manager and then only at times and in the manner specified.

9. Failure to Comply

If the Owner is in breach of his/her obligations hereunder, the Board may by written notice to the Owner, require the Owner to remedy the breach which may include cancellation of the permission hereby granted requiring the Owner to remove the Alteration and restore the Unit and/or common elements to its original condition at the sole expense of the Owner. If the Owner fails to remedy the breach, as required by the Board, within ten (10) days of receipt of written notice of the breach, the deposit submitted in accordance with section 6, above, shall be

forfeited to the Corporation and the Corporation may remedy the breach. Any expenses and costs whatsoever incurred by the Corporation in so doing shall be the responsibility of the Owner in accordance with section 12 hereof.

10. Insurance and Indemnity

For the purpose of insurance, the Alteration contemplated by this Agreement is considered to be an improvement made or acquired by the Owner and in respect of which the Corporation has no obligations to place insurance pursuant to the Act. The Owner is aware that the Alteration is an improvement made by the Owner to his/her Unit and/or the common elements that is not included in the obligation of the Corporation to insure under the Act. The Owner will indemnify and save the Corporation harmless from all claims, actions or causes of action that might arise by reason of any or all of the installation, maintenance and repair of the Alteration, including any insurance deductible payable by the Corporation.

11. Removal of Alteration

The Owner will temporarily remove the Alteration or part thereof at his/her sole expense within ten (10) days after being notified by the Corporation, acting reasonably, (except in an emergency, in which case only reasonable notice in the circumstances is required) that repairs are required to be made to either the Unit and/or the common elements, which require such removal. If the Owner fails to remove the Alteration when so notified, the Corporation may remove and dispose of it without further notice, liability or compensation whatsoever to the Owner and restore the Unit to its original condition and all costs incurred by the Corporation in so doing shall be the responsibility of the Owner.

12. Recovery of Costs, etc.

Any and all costs, charges, damages or expenses, including all legal costs and disbursements, including the cost of preparing this Agreement, incurred by the Corporation, together with any interest thereon, with respect to the common elements, any units or otherwise, shall be the responsibility of the Owner, including:

1. the installation of the Alteration;
2. the failure of the Owner to comply with the terms of this Agreement;
3. the failure of the Owner to insure, repair, maintain and/or replace the Alteration;
4. the enforcement of this Agreement; and
5. any other costs incurred by the Corporation as a result of this Agreement or the Alteration whether expressly stated herein or not.

The Owner agrees that the above noted costs shall be paid by the Owner within twenty (20) days of being billed for same and shall be deemed to be common expenses attributable to the Unit, and shall be recoverable, together with interest and legal costs on a substantial Indemnity basis by the Corporation pursuant to the Act.

13. Notice

Any notice given to the Owner shall be given in accordance with section 47(7) of the Act. Any notice given to the Corporation shall be given personally or by registered mail to the President or Secretary of the Corporation.

14. Inspection

Upon request for a Status Certificate, the Owner consents to the Corporation causing an inspection to be made of the Alteration to confirm compliance with this Agreement. The Owner agrees to pay a reasonable administrative fee to the Corporation for the inspection. The fee is to be set by the Board from time to time, in its sole discretion, acting reasonably. The Owner agrees to provide access to the Unit for purposes of the inspection. If the Owner shall be unavailable to provide access upon twenty four (24) hours' notice, the Corporation is hereby

authorized to access the Unit for purposes of the inspection, at any time between 9:00 a.m. and 5:00 p.m..

15. Severability

In the event that any particular provision(s) or part thereof is found to be void, voidable, or unenforceable for any reason whatsoever, then such particular provision(s) or part thereof shall be deemed to be severed from the remainder of the Agreement and all other provisions hereof shall remain in full force and effect.

16. Consideration

In consideration of the consent and permission hereinbefore granted to the Owner by the Corporation, the Owner covenants and agrees with the Corporation and its successors that he/she will diligently perform all of his/her obligations under this Agreement which bind the Unit and are enforceable against the Owner's successors and assigns.

17 Registration

If the work being done in the Unit, affects the common elements of the corporation, the Owner hereby consents to the registration of this Agreement against title to the Owner's Unit by the Corporation at the Owner's cost.

In witness whereof the parties hereto have executed this Agreement.

Witness
Name:

Unit Owner's Name:

Witness
Name:

Unit Owner's Name:

THE CORPORATION

**YORK REGION STANDARD CONDOMINIUM
CORPORATION No. 1255**

Per:

Name:
Title: President

Per:

Name:
Title: Secretary
I/We have the authority to bind the
corporation

SCHEDULE "E"

OWNER'S UNDERTAKING AND INFORMATION SHEET

York Region Standard Condominium Corporation No. 1255

Suite # _____ Date: _____

Owner's Information: _____ Closing Date: _____

Owner's First Name: _____ Owner's Last Name: _____

Home Phone _____ Business Phone: _____

Cellular Phone: _____

Owner's Address: _____

City: _____ Province: _____ Postal Code _____

Parking Space and Vehicle Information

Parking Space	_____	Make	_____	Model	_____	Colour	_____	Lic Plate #	_____
---------------	-------	------	-------	-------	-------	--------	-------	-------------	-------

Bike/Locker Information:

Bike Space: _____ Make: _____ Model: _____ Colour: _____

Locker Room # _____ Locker # _____

I/We, _____ the undersigned, as owner(s) of Unit No. _____, _____, being Unit _____, Level _____, according to York Region Standard Condominium Plan No. 1255 (the "**Unit**"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said Unit that I/we shall comply with the provisions of the Condominium Act, S.O., 1998, c.19 and Regulations thereto (the "**Act**"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules (the "**Governing Documents**") of York Region Standard Condominium Corporation No. 1255 (the "**Corporation**").

I/We acknowledge that I am/we are subject to the provisions contained in the Act and the Corporation's Governing Documents.

I/We further acknowledge receipt of the Corporation's Governing Documents.

I/We intend to occupy the Unit with the following persons:

●
●
●
●

as our residence 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 Corporation's Governing Documents;

OR (strike out the paragraph which does not apply)

I/We intend that the Unit will be occupied by the following persons:

●
●
●
●

as their residence 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 Act and Corporation's Governing Documents.

I hereby give consent to the Corporation to provide me with notice by e-mail at the following e-mail address: _____ and to notify the Corporation of any change in my e-mail address.

DATED the ____ day of _____, 20__

Owner

Owner

SCHEDULE "F"

TENANT'S UNDERTAKING AND INFORMATION SHEET

York Region Standard Condominium Corporation No. 1255

Suite # _____ Date: _____

Owner's Information: _____ Closing Date: _____

Owner's First Name: _____ Owner's Last Name: _____

Home Phone: _____ Business Phone: _____

Cellular Phone: _____

Owner's Address: _____

City: _____ Province: _____ Postal Code _____

Tenant's Information:

Tenant's First Name: _____

Tenant's Last Name: _____

Home Phone: _____

Business Phone: _____

Tenant's First Name: _____

Tenant's Last Name: _____

Home Phone: _____

Business Phone: _____

Parking Space Information:

Parking Space	Make	Model	Colour	Lic Plate #
_____	_____	_____	_____	_____

Bike/Locker Information:

Bike Space: _____ Make: _____ Model: _____ Colour: _____

Locker Room # _____ Locker # _____

I/We, _____ the undersigned, as tenant(s) of Unit No. _____, being Unit _____, Level _____, according to York Region Standard Condominium Plan No. 1255 (the "**Unit**"), do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said Unit that I/we shall comply with the provisions of the *Condominium Act*, S.O. 1998, c.19 and Regulations thereto (the "**Act**"), and all subsequent amendments thereto and also the Declaration, By-laws and Rules (the "**Governing Documents**") of York Region Standard Condominium Corporation No. 1255 (the "**Corporation**").

I/We acknowledge that I am/we are subject to the provisions contained in the Act and the Corporation's Governing Documents.

I/We further acknowledge receipt of the Corporation's Governing Documents.

I/We intend to occupy the Unit with the following persons:

●
●
●
●

as our 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 Act and the Corporation's Governing Documents.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Corporation's Governing Documents, my/our occupancy may be terminated in accordance with the provisions of the Act and I/we acknowledge responsibility for any costs incurred by the Corporation.

I hereby give consent to the Corporation to provide me with notice by e-mail at the following e-mail address: _____ and to notify the Corporation of any change in my e-mail address.

DATED the ____ day of _____, 20__

Owner

Owner

Resident

Resident

SCHEDULE "G"
ELEVATOR REQUEST

Suite #: _____ **Check Returned:** _____

Reservation Requested By: _____
Print First & Last Names (the "Licensee")

Business Phone #: _____ Residence Phone # _____

The reservation request is for the use of the moving elevator for the purpose of:

MOVING IN MOVING OUT DELIVERY OTHER

THE REQUESTED DATE AND TIME FOR THE USE OF THE ELEVATOR SHALL BE:

Date: _____ From: _____ To: _____

York Region Standard Condominium Corporation No. 1255 (the "Licensor") agrees to permit the Licensee to use the Licensor's elevator (the "Elevator") for the purpose, on the date and during the time specified above, and the Licensee agrees to so use the Elevator or cause it to be used, all upon the following terms and conditions:

1. Security Deposit:

The Licensee shall pay to the Licensor, upon signing this Agreement, a security deposit of Five Hundred Dollars (\$500.00). Such payment shall be made by money order or certified cheque payable to the Licensor or in cash before the elevator will be made available.

2. Inspection:

The Licensee, together with the building superintendent or a representative of the Licensor, shall conduct an inspection of the Elevator and the parts of the common elements affected by the move or delivery:

- (a) immediately prior to using the Elevator; and
- (b) upon completion of the move or delivery.

Any damage noted during the re-inspection that was not noted on the initial inspection shall be deemed to have been caused by the move or delivery. If the Licensee fails to attend any such inspection, the determination of the building superintendent or the representative of the Licensor as to any damage shall be final and conclusive.

3. Period of Use:

The Licensee shall use the Elevator or permit it to be used only during the Period of Use, subject to any extension of time granted by the Licensor.

4. Obstructions:

The Licensee shall not obstruct or permit to be obstructed the common element corridors or elevator lobbies prior to, during or after the Period of Use. The Licensee shall be responsible for removing or disposing of containers used for the move or delivery.

5. **Unauthorized Entry:**

The Licensee shall take or cause to be taken reasonable precautions to prevent unauthorized entry into the building through the doors used for the move or delivery while the doors are kept open for that purpose.

6. **Liability for Damage:**

The Licensee shall be liable to the Licensor for the full cost of repairing any damage caused or deemed to be caused by the Licensee to the Elevator or the portions of the common elements affected by the move or delivery, as well as costs relating to the removal of items left on the common areas of the Licensor following completion of the move.

7. **Repair Cost:**

The Licensor shall be entitled to determine, in its sole discretion, by whom, when and how the repair of the damage shall be carried out. The Licensor shall, as soon as reasonably practicable after the Date of Use, estimate the cost of the repair and/or removal of goods ("**Repair Costs**"). After completion of the repairs, the Licensor shall notify the Licensee of the invoiced cost of the repairs. The Licensee, upon request to the Licensor shall be entitled to examine such invoices at the office during normal business hours.

8. **Payment of Repair Cost:**

The Licensee authorizes the Licensor to apply the security deposit paid by the Licensee towards the estimated Repair Costs. If the final invoiced Repair Cost is less than the amount so applied, the Licensor shall refund the difference to the Licensee. If the final invoiced cost exceeds the amount so applied, the Licensee shall pay the excess to the Licensor on demand. If the excess is not paid when due, the Licensee shall pay interest thereon at the prescribed rate in the Licensor's by-laws (as well after as before judgment) from the date of demand to the date of payment in full together with all costs of collection incurred by the Licensor, including legal costs, disbursements and taxes, and all costs shall be deemed to be additional common expenses attributable to the unit and shall be collected by the Licensor against the Licensee and/or the owner of the unit in the same manner as common expenses.

9. **Refund of Security Deposit:**

If no damage is noted on the re-inspection, the Licensor shall, subject to section 10, refund the security deposit to the Licensee within three working days after the Date of Use. If there is damage or goods which require removal and it is noted on the re-inspection, the Licensor shall refund to the Licensee the balance, if any, of the security deposit after applying it towards payment of the estimated Repair Costs. The refund shall be effected promptly after determination of the estimated Repair Cost. If damage is caused and repairs are required, the cost of which exceeds the amount of deposit, I/we hereby acknowledge our responsibility for same.

10. **Surrender of keys, etc.:**

If the use of the Elevator relates to the Licensee's move out of the Building, the security deposit or the undeducted part thereof shall not be refunded unless the Licensee has surrendered to the Licensor any issued FOBS.

Licensee(s):

Owner

Resident

INSPECTION REPORT

Area Inspected	BEFORE		AFTER
Loading dock areas			
Moving room and doors			
Ground level lobby and doors			
Elevator doors/frame			
Corridor floor/walls			
Fixtures			
Unit door			

SCHEDULE "H"

YRSCC 1255
9255 JANE STREET
VAUGHAN, ONTARIO L6A 0K1

REQUEST FOR VISITOR PARKING PERMIT

FROM: _____ (Date) TO: _____ (Date)

NAME OF RESIDENT _____

SUITE: _____ BUILDING: _____

CONTACT TELEPHONE # _____

LICENSE PLATE #: _____ MAKE: _____

MODEL: _____ COLOUR: _____

DATE REQUESTED: _____ SIGNATURE: _____

APPROVED BY PROPERTY MANAGER: _____

OFFICE NOTES:

EXTENSION REQUIRED:

FROM: _____ (Date) TO: _____ (Date)

DATE REQUESTED: _____ SIGNATURE: _____

APPROVED BY PROPERTY MANAGER: _____

OFFICE NOTES:

SCHEDULE "I"

PARTY ROOM LICENSE AGREEMENT

BETWEEN: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255 (THE "CORPORATION")

AND:

THE LICENSEE: _____

DATE REQUIRED: _____ **FROM:** _____ **TO:** _____ (6 hours max)

NO OF GUESTS: _____ (MUST NOT EXCEED THE MAX. CAPACITY 60)

SUITE NO: _____ **TEL: (H)** _____ **(C)** _____

WHEREAS the Licensee has requested to reserve the Party Room on the above date and time for the purpose of a _____ (the "Function");

AND WHEREAS the Corporation has consented to the Licensee reserving the Party Room, subject to the terms and conditions set out in this Agreement;

AND WHEREAS the Corporation reserves the right to cancel the consent provided herein, and terminate this Agreement, at any time, with such notice to the Licensee as it deems reasonable, in its sole discretion;

NOW THEREFORE in consideration of the consent granted by the Corporation herein, the Licensee acknowledges and agrees as follows:

1. The term "Licensee" in this Agreement is defined as a person who is a registered owner of a unit in the building of the Corporation, a spouse of such owner, or a named tenant or sub-tenant of such owner, provided that the unit is currently occupied as the principal residence of such owner, spouse, named tenant or sub-tenant. A person that is not a Licensee, as so restrictively defined, may not enter into this Agreement, and any such agreement to the contrary is void and of no effect.
2. The maximum number of people using the Party Room at any one time during the Function is limited to sixty (60) persons.
3. The Licensee hereby agrees and undertakes to tender the sum of One Thousand Three Hundred and Fifty Dollars (\$1,350.00) in certified cheque or money order upon due execution of the Agreement, which sum shall hereinafter be divided for the purposes of this Agreement into the sum of One Hundred and Fifty Dollars (\$150.00) administrative charge for the use of the room (hereinafter called the non-refundable portion), and the sum of One Thousand Dollars (\$1,000.00) for the deposit (hereinafter called the refundable portion), must be paid prior to use of room.
4. It is hereby mutually agreed and understood that the non-refundable portion aforesaid shall be kept and retained in the Licensor in consideration for the granting of the licensee as herein agreed.

5. It is hereby further mutually agreed and understood that the refundable portion as aforesaid shall not be returned or refunded to the Licensee unless evidence is satisfactory to the Corporation is furnish that:
 - (a) The Party Room is vacated in the scone condition as when it was occupied free from garbage and oilier decorations etc.
 - (b) There has been due observation and compliance by the Licensee and the guests with the covenant's conditions, stipulations, agreements and provisions of this agreement.
 - (c) For the purpose of this Agreement, Guests includes the spouse, children, relatives and friends of the licensee, and any other person on or upon the premises whether with the consent of the Licensee or not.
6. For the purpose of this Agreement, the Licensee hereby agrees and acknowledges that he/she is cognizant of and agrees to abide by the Declaration, By-Laws and Rules and Regulations of this Condominium and that he/she will communicate and ensure compliance with same, as aforesaid to the Guests. **The Party Room shall not be leased to residents who have proven to be irresponsible.**
7. To ensure proper building security, access control and safety in the event of an emergency, the Licensee must provide the Corporation's property manager, in advance of the Function, a complete written list of all guests who will be in attendance at the Function, including any waitstaff, caterers, musicians, etc. The Licensee is responsible for providing directions to the Party Room for his/her guests. **NO ADDITIONAL SIGNS** are to be posted in the hallways or lobby and **DOORS ARE NOT TO BE LEFT JAMMED OPEN and/or UNATTENDED** for people to enter.
8. It is hereby further agreed and understood that the License herein granted terminates at either 1:00 a.m. of the day following the start time of the Function or by order of a duly authorized representative of the Corporation, whichever event shall first occur.
9. If microphones, amplifiers or stereos are used during the Function, the volume must be kept at a comfortable listening and/or dancing level so as not to disturb the residents of suites in the vicinity of the Party Room. **IN ORDER TO MAINTAIN THE QUIET PIECE AND ENJOYMENT OF THE RESIDENTS OF THE CORPORATION, THE PLAYING OF MUSIC MUST CEASE NO LATER THAN THE HOURS SET OUT ABOVE.** Thereafter, all noise must be abated so that residents of suites in the vicinity of the Party Room are not disturbed. Failure to comply with this requirement may result in the termination of the Function by the Corporation or its representative, and/or forfeiture of the Deposit.
10. Any decorations, signs or equipment must be easily removable and non-damaging to the facilities. No cellophane tape is permitted on the window glass, table or chair legs or the walls. The Licensee is permitted to use only "Scotch" brand "Magic Tape" to display any sign or post any decorations in the Party Room.
11. For the purpose of the Agreement, a duly authorized representative of the Corporation shall be the Security Guard (if possible), a member of the Board of Directors or their authorized appointee, the Property Manager or the Superintendent or Relief Superintendent.

The Party Room shall be automatically closed down, if in the opinion of any of the above, the Licensee or his/her guests are in contravention of this agreement. The Police may be called at the discretion of the duly authorized representative of the Corporation.

12. If extra cleaning is needed, or there is damage to furnishings and/or finishes of the Party Room and/or theft or loss of the Corporation's property, whether caused by the Licensee, any members of the Licensee's family, or by any of the Licensee's guests, the Licensee will be invoiced for the cost of the repairs or replacement, as determined by Corporation in its sole discretion, and such costs shall be recoverable by the Corporation in the same manner as common expenses against the Licensee and/or his/her unit.
13. The Licensee will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities in the Corporation's grounds and common element areas. Under no circumstances will the Licensee permit any of his/her guests to engage in excessive alcohol consumption or become intoxicated or provide alcoholic beverages to anyone less than nineteen (19) years of age.
14. The Licensee is responsible for his/her guests' behaviour, including full compliance with the Declaration and Rules of the Corporation relating to the use of the Party Room and common element areas. If, in the opinion of the Corporation or its representative, the Licensee cannot or will not control the behaviour of his/her guests, or if the behaviour of the guests at the Function has deteriorated to an unsatisfactory level, as determined by the Corporation or its representative, in its sole discretion, the Corporation or its representative on duty has the full authority to terminate the Function immediately and ask all persons to leave the premises, and/or the police may be called to assist the representative in controlling the situation. If the Licensee fails to control the conduct of his/her guests, resulting in the Corporation or its representative having to terminate the Function, the Corporation may, in its sole discretion, retain the Deposit and/or refuse any request of such Licensee for the use of the Party Room on future occasions.
15. The Corporation is not responsible for loss or damage to any personal property or for personal injury to Licensee or his/her guests, however caused.
16. The Licensee agrees to ascertain any and all permits, licenses or consents that may be required in connection with the use of the Party Room by the Licensee, and to obtain such permits, licenses, and consents at his/her own expense prior to the Function, and to have licenses, permits and consents posted or available for inspections, as may be required.
17. The Licensee agrees that the Party Room will not be used for any immoral or offensive purpose and by way of specific example, "strip" shows, or similar live performances. Pornographic or sexually explicit material is strictly prohibited. The Licensee is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold the Corporation harmless for any breach thereof.
18. Exits must be kept free from obstructions at all times. Under no circumstances are the corridors to be used for any purpose other than to allow access to and from the Party Room. Congregating in the corridors or other common element areas of the Corporation is not permitted.

19. The Function is to be confined to the Party Room. **Food and beverages are not permitted outside the Party Room.**
20. The Party Room and the common element areas of the Corporation are smoke-free facilities. This provision will be strictly enforced and failure to comply may result in the decision of the Corporation or its representative to terminate the Function and/or forfeiture of the Deposit.
21. The Corporation supports the policy of "Don't Drink and Drive". It is the responsibility of the Licensee and every guest to be concerned about alcohol consumption and safe transportation home from the Function. The Licensee must advise all guests to exercise good judgment and caution with respect to transportation upon leaving the Function. **UNDER NO CIRCUMSTANCES WILL THE LICENSEE PERMIT ANY OF HIS/HER GUESTS TO DRIVE WHILE IN AN IMPAIRED CONDITION.** The Licensee agrees to provide taxi chits to any guest believed to be leaving the Function in an impaired condition.
22. The Licensee waives any claims that he/she may have against the Corporation arising out of the rental of the Party Room, including but not limited to the unavailability of the Party Room for the scheduled Function.
23. The Licensee and guests shall use the Party Room and common element areas of the Corporation at their own risk and hereby forever release the Corporation, its board of directors and the Corporation's property management company from any liability for any loss, damage or injury suffered as a result of or in relation to the Licensee's or his/her guests' use of the Party Room and/or any common element areas of the Corporation.
24. The Licensee shall indemnify and save harmless the Corporation, its officers, employees and agents, including the Corporation's property management company and its employees, from any and all liability, and from all claims and demands arising out of use of the Party Room, and/or common element areas, damage or injuries to persons or property, from any cause whatsoever, in or about or in any way directly or indirectly connected with the Function, or the use of the Corporation's property and defend all suits which may be brought against the Corporation, its officers, employees and agents, including the Corporation's property management company, in respect of any such claim or demand and pay all judgments, fines or penalties that may be rendered against the Corporation, its officers, employees and agents, on account thereof.
25. Cancellation of the Function by the Licensee must be received at least fourteen (14) days prior to the date of the Function, failing which the fee and any security guard fees will be forfeited, notwithstanding any provisions to the contrary contained in this Agreement.
26. It is the responsibility of the Licensee to give his/her telephone/cell number and or instruct them on how to use the intercom to buzz you. The security guard is **not responsible** for opening the lobby door for you or your guests. Please ask management beforehand on how to use the intercom if needed.
27. A security guard must be hired for any parties over thirty (3) people, payable to the Corporation at a rate of Twenty Dollars (\$20.00) per hours.

In witness whereof the parties hereto have executed this Agreement.

Witness
Name:

Unit Owner's Name:

Witness
Name:

Unit Owner's Name:

THE CORPORATION

**YORK REGION STANDARD CONDOMINIUM
CORPORATION No. 1255**

Per:

Name:

Title: President

Per:

Name:

Title: Secretary

I/We have the authority to bind the
corporation



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

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

NAMED INSURED: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

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

PROPERTY INSURED: 9255 Jane Street
Vaughan, Ontario
L6A 0K1

TERM: June 12, 2020 TO June 12, 2021

COMMERCIAL PACKAGE POLICY NO. 7195783

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$96,962,700.00
Deductibles: \$ 25,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Wawanesa Insurance 25%
Travelers Canada 20%
RSA Insurance Company of Canada 25%
Chubb Insurance Company of Canada 10%
Novex Insurance Company 20%

COMPREHENSIVE GENERAL LIABILITY:

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

DIRECTORS AND OFFICERS LIABILITY:

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

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$96,962,700.00
Company: Aviva Insurance Company of Canada
Policy Number: 81638409-2700

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: June 9, 2020

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

TO: All owners in York Region Standard Condominium Corporation No. 1255

The board has received and reviewed a Reserve Fund Study Update without Site Inspection, dated July 31, 2018, prepared by Morrison Hershfield Limited, 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 except the site facilities shared with the three other Bellaria Towers, which are administered under a separate Shared Facilities Reserve Fund.

This notice contains:

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

At the present time the average contribution per unit per month to the reserve fund is \$158.07. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$3.16 in 2020/2021, \$24.19 in 2021/2022, and \$3.71 in 2019/2020,

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

Dated this 30th day of April, 2020.

York Region Standard Condominium Corporation No.
1255

A. Sinopoli
(signature)

A. Sinopoli
(print name)

C. Mucci
(signature)

C. Mucci
(print name)

(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 Reserve Fund Study Update without Site Inspection, dated July 31, 2018, prepared by Morrison Hershfield Limited for York Region Standard Condominium Corporation No. 1255 (known as the "Reserve Fund Study").

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2020/2021 is \$521,353, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund at start of 2019 Fiscal Year:	\$476,123
Minimum Reserve Fund Balance during the projected period:	\$227,364
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	4%

The Reserve Fund Study can be examined

(set out details e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the Condominium Act, 1998, where and when it can be examined).

Reserve Fund Study Update without Site Visit
Bellaria Tower 4, YRSCC #1255, 9255 Jane Street, Vaughan, Ontario

30 Year Reserve Fund Cash Flow Table
Approved Funding Scenario - FINAL - July 31, 2018

Assumed Interest Rate	4.0%
Assumed Inflation Rate	2.0%
Reserve Fund Balance at Start of 2018 Fiscal Year	\$411,692
2018 Estimated Contribution to the Reserve Fund	\$233,983
Reserve Fund Balance at Start of 2019 Fiscal Year	\$476,123
2019 Planned Contribution to the Reserve Fund	\$384,195
Minimum Reserve Fund Balance	227,364

Year Ending In	Opening Balance	Recommended Annual Contribution	Other Contribution (e.g. special assessment, loan)	Estimated Future Inflated Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2018	411,692	233,983		162,697	17,893		500,871
2019	476,123	384,195		152,490	23,679	64.2%	731,507
2020	731,507	453,350		7,803	38,171	18.0%	1,215,225
2021	1,215,225	521,353		261,588	53,804	15.0%	1,528,794
2022	1,528,794	531,780		9,201	71,603	2.0%	2,122,977
2023	2,122,977	542,415		23,738	95,293	2.0%	2,736,947
2024	2,736,947	553,264		109,069	118,362	2.0%	3,299,503
2025	3,299,503	564,329		48,819	142,290	2.0%	3,957,303
2026	3,957,303	575,615		14,646	169,512	2.0%	4,687,785
2027	4,687,785	587,128		42,426	198,405	2.0%	5,430,892
2028	5,430,892	598,870		301,701	223,179	2.0%	5,951,240
2029	5,951,240	610,848		700,641	236,254	2.0%	6,097,700
2030	6,097,700	623,065		1,148,837	233,393	2.0%	5,805,321
2031	5,805,321	635,526		54,978	243,824	2.0%	6,629,692
2032	6,629,692	648,236		46,841	277,216	2.0%	7,508,303
2033	7,508,303	661,201		66,620	312,224	2.0%	8,415,107
2034	8,415,107	674,425		3,318,709	283,719	2.0%	6,054,541
2035	6,054,541	687,914		1,683,790	222,264	2.0%	5,280,929
2036	5,280,929	701,672		85,481	223,561	2.0%	6,120,681
2037	6,120,681	715,705		108,532	256,971	2.0%	6,984,825
2038	6,984,825	730,020		101,787	291,958	2.0%	7,905,015
2039	7,905,015	744,620		4,791,779	235,257	2.0%	4,093,113
2040	4,093,113	759,512		96,624	176,982	2.0%	4,932,984
2041	4,932,984	774,703		95,402	210,905	2.0%	5,823,189
2042	5,823,189	790,197		821,670	232,298	2.0%	6,024,014
2043	6,024,014	806,001		105,819	254,964	2.0%	6,979,160
2044	6,979,160	822,121		6,346,438	168,680	2.0%	1,623,522
2045	1,623,522	838,563		2,271,012	36,292	2.0%	227,364
2046	227,364	855,334		61,806	24,965	2.0%	1,045,857
2047	1,045,857	872,441		75,473	57,774	2.0%	1,900,598



**SUMMARY OF PROPOSED PLAN
FOR FUTURE FUNDING OF THE RESERVE FUND**

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of York Region Standard Condominium Corporation No. 1255 has reviewed the Reserve Fund Study Update without Site Inspection, dated July 31, 2018 prepared by Morrison Hershfield Limited 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 except the site facilities shared with the three other Bellaria Towers, which are administered under a separate Shared Facilities Reserve Fund.

The board has generally adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the Contribution Table, with the exception identified in page 6 of this Notice.

The total annual contribution under the proposed funding plan for the current fiscal year (2020/2021) is \$462,417, which is the same amount that has already been budgeted ~~OR~~ represents an increase of ___% over the amount already budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined

(set out details e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the Condominium Act, 1998, where and when it can be examined).

Contribution Table
Revised Funding Scenario - April 30, 2020

Year	Annual Contribution*	Percent Increase over Previous Year	Other Contribution	Total Contribution
2018	233,983			233,983
2019	384,195	64.2%		384,195
2020	453,350	18.0%		453,350
2021	462,417	2.0%		462,417
2022	531,780	15.0%		531,780
2023	542,415	2.0%		542,415
2024	553,264	2.0%		553,264
2025	564,329	2.0%		564,329
2026	575,615	2.0%		575,615
2027	587,128	2.0%		587,128
2028	598,870	2.0%		598,870
2029	610,848	2.0%		610,848
2030	623,065	2.0%		623,065
2031	635,526	2.0%		635,526
2032	648,236	2.0%		648,236
2033	661,201	2.0%		661,201
2034	674,425	2.0%		674,425
2035	687,914	2.0%		687,914
2036	701,672	2.0%		701,672
2037	715,705	2.0%		715,705
2038	730,020	2.0%		730,020
2039	744,620	2.0%		744,620
2040	759,512	2.0%		759,512
2041	774,703	2.0%		774,703
2042	790,197	2.0%		790,197
2043	806,001	2.0%		806,001
2044	822,121	2.0%		822,121
2045	838,563	2.0%		838,563
2046	855,334	2.0%		855,334
2047	872,441	2.0%		872,441

* The term "annual contribution" refers to the amount 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:

The Board is implementing a lower contribution for the upcoming Fiscal Year 2020/2021.

The contributions for all other years match the Reserve Fund Study.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

FINANCIAL STATEMENTS

FOR THE YEAR ENDED MAY 31, 2020

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

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FOR THE YEAR ENDED MAY 31, 2020

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
York Region Standard Condominium Corporation No. 1255

Opinion

We have audited the accompanying financial statements of York Region Standard Condominium Corporation No. 1255 which comprise the statement of financial position as at May 31, 2020, and the statements of revenue and expenses, operating fund, capital asset fund, reserve fund for major repairs and replacements and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of York Region Standard Condominium Corporation No. 1255 as at May 31, 2020 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

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

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the organization'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 organization or to cease operations, or has no realistic alternative but to do so.

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

INDEPENDENT AUDITOR'S REPORT (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the organization'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 organization 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.

October 22, 2020
Richmond Hill, Ontario

YalePGC, LLP
**Chartered Professional Accountants
Licensed Public Accountants**

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

STATEMENT OF FINANCIAL POSITION

AS AT MAY 31, 2020

	2020	2019
ASSETS		
OPERATING		
Cash	\$ 102,684	\$ 44,327
Accounts receivable		
Unit owners	1,675	909
Prepaid expenses	<u>4,557</u>	<u>11,034</u>
	<u>108,916</u>	<u>56,270</u>
RESERVE		
Cash	348,725	762,900
Investments	800,000	-
Interest receivable	<u>10,975</u>	<u>-</u>
	<u>1,159,700</u>	<u>762,900</u>
CAPITAL ASSET (note 5)	<u>156,455</u>	<u>156,455</u>
	<u>\$ 1,425,071</u>	<u>\$ 975,625</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

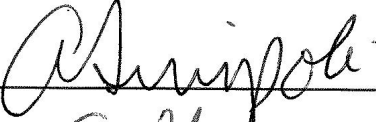
STATEMENT OF FINANCIAL POSITION


AS AT MAY 31, 2020



	2020	2019
LIABILITIES		
OPERATING		
Accounts payable and accrued liabilities	\$ 105,471	\$ 89,867
Due to Bellaria Shared Facilities	<u>2,695</u>	<u>5,481</u>
	<u>108,166</u>	<u>95,348</u>
RESERVE		
Accounts payable and accrued liabilities	<u>1,978</u>	<u>8,383</u>
	<u>110,144</u>	<u>103,731</u>
FUND BALANCES		
OPERATING FUND (DEFICIT)	750	(70,846)
CAPITAL ASSET FUND	156,455	156,455
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	<u>1,157,722</u>	<u>786,285</u>
	<u>1,314,927</u>	<u>871,894</u>
	<u>\$ 1,425,071</u>	<u>\$ 975,625</u>

APPROVED ON BEHALF OF THE BOARD:


 _____ Director


 _____ Director

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED MAY 31, 2020

	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
REVENUE			
Common element assessments	\$ 1,798,139	\$ 1,798,114	\$ 1,752,001
Less: Budgeted transfer to reserve fund for major repairs and replacements	<u>(453,350)</u>	<u>(453,350)</u>	<u>(384,195)</u>
	1,344,789	1,344,764	1,367,806
Other income	<u>22,620</u>	<u>26,916</u>	<u>34,882</u>
	<u>1,367,409</u>	<u>1,371,680</u>	<u>1,402,688</u>
EXPENSES - see Schedule			
Service and maintenance contracts	196,572	191,837	200,328
Repairs and maintenance	91,341	149,524	69,268
On-site personnel	363,677	373,660	369,949
Utilities	513,416	448,913	470,306
Administrative	95,652	93,876	92,968
Shared Facilities (note 6)	<u>106,751</u>	<u>102,274</u>	<u>107,378</u>
	<u>1,367,409</u>	<u>1,360,084</u>	<u>1,310,197</u>
EXCESS OF REVENUE OVER EXPENSES	<u><u>\$ -</u></u>	<u><u>\$ 11,596</u></u>	<u><u>\$ 92,491</u></u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED MAY 31, 2020



	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS			
Duct cleaning - suites	\$ -	\$ -	\$ 11,250
Elevators	27,596	27,407	25,995
Equipment leasing	2,741	2,741	2,741
Fire protection and alarm monitoring	3,784	6,886	2,373
Garage cleaning and maintenance	6,876	5,574	6,460
Heating and air conditioning	23,970	21,807	23,469
Management fees	113,462	115,630	112,339
Pest and odour control	849	382	1,286
Pool	13,000	10,427	11,241
Window cleaning	4,294	983	3,174
	<u>196,572</u>	<u>191,837</u>	<u>200,328</u>
REPAIRS AND MAINTENANCE			
Air conditioning and heating	3,695	4,258	2,464
Cleaning and maintenance supplies	6,396	8,692	3,524
Electrical	3,600	3,414	1,625
Fire equipment	7,452	5,268	8,853
General building repairs	43,398	62,527	27,019
Locks and doors	4,000	469	9,826
Mechanical	6,000	11,559	5,182
Plumbing	13,800	50,167	6,768
Waste disposal	3,000	3,170	4,007
	<u>91,341</u>	<u>149,524</u>	<u>69,268</u>
ON-SITE PERSONNEL			
Cleaners	159,600	171,291	159,079
Concierge and security	204,077	202,397	210,036
Employee benefits	-	(28)	834
	<u>\$ 363,677</u>	<u>\$ 373,660</u>	<u>\$ 369,949</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED MAY 31, 2020



	2020 BUDGET	2020 ACTUAL	2019 ACTUAL
UTILITIES			
Gas	\$ 96,656	\$ 86,636	\$ 95,031
Hydro	260,760	196,127	224,812
Water	<u>156,000</u>	<u>166,150</u>	<u>150,463</u>
	<u>513,416</u>	<u>448,913</u>	<u>470,306</u>
ADMINISTRATIVE			
Audit fees	5,424	5,650	5,537
Bank charges	600	565	521
Consulting	-	904	2,054
Insurance	55,800	60,808	48,216
Legal	7,200	4,721	9,153
Meetings	2,494	1,081	4,651
Office	13,109	10,119	14,388
Property taxes	-	-	(3,000)
Telephone and communications	<u>11,025</u>	<u>10,028</u>	<u>11,448</u>
	<u>\$ 95,652</u>	<u>\$ 93,876</u>	<u>\$ 92,968</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

STATEMENT OF OPERATING FUND

FOR THE YEAR ENDED MAY 31, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ (70,846)	\$ (343,337)
EXCESS OF REVENUE OVER EXPENSES	11,596	92,491
SPECIAL ASSESSMENT (note 8)	<u>60,000</u>	<u>180,000</u>
BALANCE, END OF YEAR	<u>\$ 750</u>	<u>\$ (70,846)</u>

STATEMENT OF CAPITAL ASSET FUND

FOR THE YEAR ENDED MAY 31, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	<u>\$ 156,455</u>	<u>\$ 156,455</u>
BALANCE, END OF YEAR	<u>\$ 156,455</u>	<u>\$ 156,455</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255
STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS
FOR THE YEAR ENDED MAY 31, 2020

	2020	2019
BALANCE, BEGINNING OF YEAR	\$ 786,285	\$ 462,196
BUDGETED TRANSFER FROM OPERATING FUND	453,350	384,195
ENERGY REBATE	-	24,146
INTEREST EARNED	<u>20,071</u>	<u>10,917</u>
	<u>1,259,706</u>	<u>881,454</u>
CHARGES TO THE FUND		
Replacement of garage doors	29,372	-
Plumbing repairs and replacements	17,044	1,289
Expansion joint repairs	16,781	-
Replacement of intercom	6,696	-
Consulting on reserve fund projects	6,695	43,710
Replacement of carbon monoxide sensors	6,328	-
Heating and air conditioning repairs and replacements	5,481	6,062
General building repairs and replacements	5,036	2,129
Water leak repairs	4,746	26,253
Fire system repairs and replacement of parts	3,805	-
Boiler repairs (net of insurance proceeds)	-	7,283
Security and fire protection repairs and replacement	-	6,356
Lighting retrofit	-	1,104
Reserve fund study	-	983
	<u>101,984</u>	<u>95,169</u>
BALANCE, END OF YEAR	<u>\$ 1,157,722</u>	<u>\$ 786,285</u>

See accompanying notes.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED MAY 31, 2020



	2020	2019
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES		
Excess of revenue over expenses	\$ 11,596	\$ 92,491
Special assessment	60,000	180,000
Net change in non-cash working capital		
Accounts receivable	(766)	3,268
Due to Bellaria Shared Facilities	(2,786)	5,686
Prepaid expenses	(4,498)	(3,327)
Accounts payable and accrued liabilities	<u>9,199</u>	<u>(132,498)</u>
Cash flows provided by operating and reserve activities	<u>72,745</u>	<u>145,620</u>
CASH FLOWS FROM RESERVE FUND ACTIVITIES		
Budgeted transfer from operating fund	453,350	384,195
Energy rebate	-	24,146
Interest earned on reserve funds	20,071	10,917
Charges to reserve fund	<u>(101,984)</u>	<u>(95,169)</u>
Cash flows provided by reserve fund activities	<u>371,437</u>	<u>324,089</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	<u>(800,000)</u>	<u>-</u>
Cash flows (used in) investing activities	<u>(800,000)</u>	<u>-</u>
NET (DECREASE) INCREASE IN CASH RESOURCES	(355,818)	469,709
CASH RESOURCES, BEGINNING OF YEAR	<u>807,227</u>	<u>337,518</u>
CASH RESOURCES, END OF YEAR	<u>\$ 451,409</u>	<u>\$ 807,227</u>
Represented by:		
Cash		
Operating fund	\$ 102,684	\$ 44,327
Reserve fund	<u>348,725</u>	<u>762,900</u>
	<u>\$ 451,409</u>	<u>\$ 807,227</u>

See accompanying notes.

NOTE 1 OPERATIONS

The corporation was incorporated without share capital on May 20, 2014 under the Condominium Act of Ontario and is a non-profit organization exempt from taxes under the Income Tax Act.

The purpose of the corporation is to manage and maintain the common elements (as defined in the corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of the 236 residential units of the building located at 9255 Jane Street, Vaughan, Ontario.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Common elements

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

Operating fund

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

Reserve fund for major repairs and replacements

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

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

Revenue recognition

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

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributed services

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

Use of estimates

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

NOTE 3 FINANCIAL INSTRUMENTS

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

Interest rate risk

Interest rate risk is the risk of potential loss caused by fluctuations in fair value of future cash flow of financial instruments due to changes in market interest rates. The corporation is exposed to this risk through its interest bearing investments. The corporation manages this risk by investing in fixed-rate securities of short and medium term maturity and plans to hold the securities to maturity.

Credit risk

Credit risk is the potential for financial loss should a counter-party in a transaction fail to meet its obligations. The corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure is not significant. The corporation's credit risk from owners' assessments receivable is also not significant given the ability of the corporation to place a lien on a unit for outstanding fees and limited financial exposure in a multi-unit condominium.

Liquidity risk

Liquidity risk is the risk that the corporation will not be able to meet its obligations as they become due. The corporation manages this risk by establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses, debt payments and necessary contributions to the reserve and other funds.

NOTE 4 BUDGET FIGURES

The 2020 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated October 22, 2020.

NOTE 5 CAPITAL ASSET

The capital asset of the corporation represents the guest suite at a cost of \$156,455. No amortization has been taken as the residual value of the asset is not less than the cost.

NOTE 6 BELLARIA SHARED FACILITIES

The corporation has entered into a cost sharing agreement with York Region Standard Condominium Corporation Nos. 1113, 1139 and 1201 to form the Bellaria Shared Facilities. The Shared Facilities consists of the shared roadway, walkway, exterior lighting, exterior landscaping, gatehouse, sanitary and storm drains and water supply. The costs of the Shared Facilities will be shared on the following basis:

York Region Standard Condominium Corporation No.1113	25%
York Region Standard Condominium Corporation No.1139	25%
York Region Standard Condominium Corporation No.1201	25%
York Region Standard Condominium Corporation No.1255	<u>25%</u>
	<u>100%</u>

Operating expenses

10 months @ \$8,686	\$ 86,860
2 months @ \$9,100	18,200
Adjustment for prior year contributions	(3,869)
Share of operating deficit for the year ended March 31, 2020	<u>1,083</u>
	<u>\$ 102,274</u>

NOTE 7 COMMITMENT

The corporation has committed to EDS Door Corp. for the replacement of a garage door for a total cost of \$33,595. As at May 31, 2020, \$8,399 has been charged to the reserve fund with the remaining amount to be charged as the project is completed.

NOTE 8 SPECIAL ASSESSMENT

The Board of Directors had levied a special assessment in the amount of \$60,000 to help recover past operating deficits.

NOTE 9 RESERVE FUND STUDY

The directors of the corporation have used a reserve fund study update without a site inspection from Morrison Hershfield Limited dated July 31, 2018 (revised) and such other information available to them in evaluating the adequacy of the annual contributions to the reserve fund. The corporation's plan for contribution to the reserve fund for 2020 was \$453,350 and the plan for expenditures for 2020 was \$7,803. The study projected a reserve fund balance on May 31, 2020 of \$1,215,225.

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

NOTE 10 LEGAL ACTIONS

The corporation has been named as a co-defendant in a claim commenced in the Superior Court of Justice for purportedly unpaid invoices to a former security company. The corporation expects to file a defence to this action. As of the date of this audit report, it is unknown whether there will be any cost to the corporation.

The corporation has been named as a co-defendant in a claim commenced in the Superior Court of Justice for an alleged accident which occurred on the premises. The Plaintiffs are claiming damages of \$600,000 plus costs. The matter has been handed over to the corporation's insurance provider and as of the date of this audit report, it is unknown whether there will be any cost to the corporation.

NOTE 11 CORONAVIRUS

Events have occurred due to the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The related financial impact and duration of this disruption cannot be reasonably estimated at this time.

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

TO: YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

1. This is to notify you that:

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

OR

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

has been entered into for:

[For all condominium corporations except common elements condominium corporations:
Unit(s) ____, Level(s) ____ *(include any parking or storage units that have been leased)]*

[In the case of a common elements condominium corporation:
the common interest in the condominium corporation, being the interest attached to
_____ *(provide brief description of the parcel of land to which the common interest in the
Condominium Corporation is attached)]*

on the following terms:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____

Fax number, if any: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____
(set out details)

Rental payments: _____
(set out amount and when due)

Other information: _____
(at the option of the owner)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the declaration, by-laws and rules of the condominium corporation.
3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable: lease, sublease, assignment of lease)* is terminated.

Dated this _____ day of _____

(signature of owner(s))

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

(address)

(telephone number)

(fax number, if any)

YRSCC 1255 - Bellaria Residences (ys1255)
2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET

		<u>2020</u> <u>Budget</u>	<u>2020</u> <u>Projected</u>	<u>2021</u> <u>Budget</u>
REVENUE				
<u>OPERATING INCOME</u>				
3001&3005	Common Expense Contribution	1,798,139	1,798,120	1,888,116
3015-0000	CEC - Special Assessments	0	60,000	0
3090-0000	Prior Years Surplus/(Deficit) Applied	0	0	(21,000)
3099-0000	Allocation to Reserve Fund	(453,350)	(453,350)	(462,417)
TOTAL OPERATING INCOME		1,344,789	1,404,770	1,404,699
3305-0000	Access Control - Keys etc.	2,400	3,850	3,000
3327-0000	Bicycle Income	500	300	500
3355-0000	Guest Suites Income	4,560	6,220	4,300
3360-0000	Interest Income	2,200	2,110	2,100
3375-0000	Multi-Purpose Room Income	12,000	10,965	7,700
3438-0000	NSF Fee	0	125	0
3499-0000	Miscellaneous Income	960	5,277	2,500
TOTAL REVENUE		1,367,409	1,433,616	1,424,799
EXPENDITURES				
<u>UTILITIES</u>				
4010-0000	Gas	96,656	96,270	104,472
4020-0000	Hydro	260,760	219,801	228,200
4030-0000	Water	156,000	168,716	164,967
TOTAL UTILITIES		513,416	484,787	497,639
<u>ON SITE WAGES & BENEFITS - PAYROLL</u>				
4220-0000	WSIB	0	22	0
TOTAL ON SITE WAGES & BENEFITS - PAYROLL		0	22	0
<u>CONTRACTS - ON SITE PERSONNEL</u>				
4428-0000	Security	204,077	202,397	205,270
TOTAL CONTRACTS - ON SITE PERSONNEL		204,077	202,397	205,270
<u>CONTRACTS</u>				
5031-0000	Cleaning	159,600	166,991	171,620
5045-0000	Elevators maintenance	27,596	27,440	28,943
5048-0000	Equipment Leasing-Tractor only	2,741	2,741	2,741
5050-0000	Fire Alarm Monitoring	826	813	840
5055-0000	Fire Protection	2,958	8,016	8,226
5060-0000	Garage Cleaning	6,048	5,574	8,500
5065-0000	Garage Doors	828	207	825
5075-0000	H.V.A.C. - All Inclusive	23,970	21,807	24,179
5105-0000	Management Fees	113,462	115,630	118,245
5120-0000	Pest Control	849	813	840
5135-0000	Pool - Indoor	13,000	10,788	10,848
5155-0000	Window Washing	4,294	983	5,000
5199-0000	Miscellaneous-Contracts AIR REMEDY	0	0	1,336
TOTAL CONTRACTS		356,172	361,802	382,143
<u>AMENITIES & RECREATION EXPENSES</u>				
5245-0000	Exercise/Fitness	4,900	8,856	1,356
5299-0000	Miscellaneous-Amenities & Recreation	0	0	3,000

YRSCC 1255 - Bellaria Residences (ys1255)
2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET

	<u>2020</u> <u>Budget</u>	<u>2020</u> <u>Projected</u>	<u>2021</u> <u>Budget</u>
TOTAL AMENITIES & RECREATION EXPENSES	4,900	8,856	4,356
<u>BUILDING SAFETY FEATURE EXPENSES</u>			
5302-0000 Security System	6,600	11,043	9,734
5305-0000 Access Control - Keys etc.	2,400	2,211	2,400
5320-0000 Emergency Generator R & M	5,400	7,792	7,792
5325-0000 Fire Equipment R & M	7,452	7,028	6,099
5340-0000 Pagers & Radios	996	158	500
TOTAL BUILDING SAFETY FEATURE EXPENSES	22,848	28,233	26,525
<u>C/A - HOUSEKEEPING & MAINTENANCE</u>			
5401-0000 General CA - H & M - Expenses	4,800	19,912	6,000
5405-0000 Carpets	1,100	1,100	1,500
5410-0000 Cleaning Supplies	3,996	5,387	3,550
5425-0000 Garage (o/h doors)	3,600	10,479	4,400
5435-0000 Hardware & Doors	4,000	1,136	2,500
5437-0000 Maintenance Supplies	2,400	3,702	3,000
5440-0000 Mats & Runners	2,400	1,867	2,100
5450-0000 Small Equipment Repairs	2,400	1,231	1,475
5455-0000 Waste Disposal	3,000	3,670	3,500
TOTAL C/A - HOUSEKEEPING & MAINTENANCE	27,696	48,483	28,025
<u>ELECTRICAL EXPENSES</u>			
5501-0000 General Electrical Expenses	3,600	4,014	3,500
5525-0000 Electrical - Thermal Scan	1,102	0	2,500
5560-0000 Elevators - Repairs & Maintenance	3,500	3,599	3,100
TOTAL ELECTRICAL EXPENSES	8,202	7,613	9,100
<u>EXTERIOR R & M EXPENSES</u>			
5601-0000 General Exterior R & M Expenses	2,400	400	1,500
5675-0000 Roof	1,800	1,679	2,024
TOTAL EXTERIOR R & M EXPENSES	4,200	2,080	3,524
<u>IN-SUITE R & M EXPENSES - RENTAL</u>			
5850-0000 H.V.A.C.	3,695	4,258	4,500
TOTAL IN-SUITE R & M EXPENSES - RENTAL	3,695	4,258	4,500
<u>MECHANICAL EXPENSES</u>			
5901-0000 General Mechanical Expenses	6,000	17,277	6,000
5965-0000 Plumbing - PRVS	0	0	3,000
5970-0000 Plumbing - Vertical	0	0	12,000
5999-0000 Plumbing - Miscellaneous	7,200	33,722	7,200
5999-8000 Plumbing - Misc. Residential	6,600	15,262	6,000
TOTAL MECHANICAL EXPENSES	19,800	66,261	34,200
<u>SHARED COST EXPENSES</u>			
6105-0000 SC - Common Areas	106,751	105,060	110,120
TOTAL SHARED COST EXPENSES	106,751	105,060	110,120
<u>OTHER OPERATING EXPENSES</u>			
6305-0000 CEC Expense	420	387	420
TOTAL OTHER OPERATING EXPENSES	420	387	420

YRSCC 1255 - Bellaria Residences (ys1255)
2020 BUDGET & PROJECTED REVENUES & EXPENSES AND 2021 BUDGET

		<u>2020</u>	<u>2020</u>	<u>2021</u>
		<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
<u>INSURANCE EXPENSES</u>				
6505-0000	Building Comprehensive	55,800	60,733	85,670
6515-0000	Deductibles	0	1,000	0
TOTAL INSURANCE EXPENSES		55,800	61,733	85,670
<u>GENERAL & ADMINISTRATIVE EXPENSES</u>				
7001-0000	CAO Fee	2,237	2,152	2,124
7005-0000	AGM Expenses	1,500	806	1,000
7010-0000	Audit Fees	5,424	5,424	5,650
7020-0000	Bank Charges	600	588	600
7045-0000	Education - Courses/Seminars	600	384	400
7046-0000	Occupational Health and Safety	600	179	1,200
7050-0000	Legal Fees	7,200	6,521	3,600
7055-0000	Meeting Costs	994	575	450
7060-0000	Office Expenses - General	6,000	5,032	5,300
7060-1500	Equipment Leases	2,652	2,658	2,664
7065-0000	Telephone	11,025	9,340	10,320
7099-0000	Miscellaneous-General & Administration	600	0	0
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		39,432	33,659	33,308
TOTAL EXPENDITURES		1,367,409	1,415,630	1,424,799
SURPLUS / (DEFICIT) FROM OPERATIONS		0	17,986	0

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE: OWNER(S) NAME(S): _____
OWNER(S) ADDRESS: _____

TO: **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255** (the "Payee")

AND TO: Crossbridge Condominium Services Ltd. (the "Payee's Agent")

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

Name of Financial Institution: _____

Branch Address: _____

City, Province: _____

Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the common expenses payable to the PAYEE as may be determined by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite _____ at 9255 Jane Street, Tower 4, Vaughan, Ontario, L6A 0J7, or any other amount owing to the PAYEE.
2. A debit in the amount of \$_____ or such other amount as may be determined by the PAYEE in accordance with its annual budget may be drawn on the account, on the **1st** day of each month, beginning the month of _____, 20____.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Crossbridge Condominium Services Ltd., c/o Accounting Department 111 Gordon Baker Road, Suite 700, North York, Ontario, M2H 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided to the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.

Date

Owner's Signature: _____

Owner's Name: _____

Owner's Address: _____

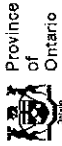
Date

Owner's Signature: _____

Owner's Name: _____

Owner's Address: _____

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



Document General
Form 4 - Land Registration Reform Act

D

<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 15 pages</p> <p>(3) Property Identifier(s) <input type="checkbox"/> Block <input type="checkbox"/> Property <input type="checkbox"/> Additional: See Schedule <input type="checkbox"/></p> <p>29786-0001 to 29786-0757</p> <p>(4) Nature of Document Application to register notice of an unregistered estate, right, interest or equity (Section 71 of the Land Titles Act)</p> <p>(5) Consideration Dollars \$</p> <p>(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1255, in the City of Vaughan, Land Titles Division of the York Region Registry Office (No. 65), together with their appurtenant common interest.</p> <p>(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input type="checkbox"/></p>	<p>FOR OFFICE USE ONLY</p> <p>Number YR...2136964 CERTIFICATE OF RECEIPT</p> <p>JUN 05 2014 15:46</p> <p>YORK REGION No. 65 AURORA</p> <p><i>Jeff Willock</i> Land Registrar</p> <p>New Property Identifiers <input type="checkbox"/> Additional: See Schedule <input type="checkbox"/></p> <p>Executions <input type="checkbox"/> Additional: See Schedule <input type="checkbox"/></p>
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(8) This Document provides as follows:

SEE ATTACHED COST SHARING AGREEMENT

(9) This Document relates to instrument number(s) Continued on Schedule

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255
by its solicitor, Tais Davis

2014 06 03

(11) Address for Service 122 Romina Drive, Concord, Ontario L4K 4Z7

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>9255 Jane Street Vaughan, Ontario</p>	<p>(15) Document Prepared by:</p> <p>Tais Davis Barrister & Solicitor 122 Romina Drive Concord, ON L4K 4Z7</p>
FOR OFFICE USE ONLY	
	Fees and Tax
	Registration Fee
	Total

I, Tais Davis, am the solicitor for Solmar Inc. one of the parties to the agreement annexed hereto as Schedule "A". I hereby confirm that the applicant, Solmar Inc. has an unregistered estate, right, interest or equity in the lands and premises described in Box 6 hereof, and further confirm that the agreement annexed hereto as Schedule "A" affects and interest in the said lands, and hereby applies under Section 71 of the Land Titles Act for the entry of this notice of agreement against:

- a) each of the unit registers in respect of the firstly described lands in Box 6 hereof; and

This notice will be effective for an indeterminate period of time.

Dated at the City of Vaughan this 3rd day of June, 2014.


Tais Davis

THIS AGREEMENT made as of the day of day of March, 2008.

B E T W E E N:

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter called the “**Phase I Condominium**”)

OF THE FIRST PART

- and -

JANE-RUTH DEVELOPMENT INC.

as owner of the Phase II Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on such lands, as owner of the Phase III Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on such lands and as owner of the Phase IV Lands until registration of a condominium corporation thereon and thereafter the condominium corporation registered on

such lands

(hereinafter called “**Jane-Ruth**”)

OF THE SECOND PART

WHEREAS the Declaration of Phase I Condominium has been registered in the Land Registry Office for the Land Titles Division of York Region (No.65) as Instrument No. YR1135490 thereby creating a condominium plan legally known as Vaughan Standard Condominium Plan No. 1113.

AND WHEREAS Jane-Ruth intends to develop and construct a condominium on the Phase II Lands (as hereinafter defined), a condominium on the Phase III Lands (as hereinafter defined) and a condominium on the Phase IV Lands (as hereinafter defined);

AND WHEREAS the parties have entered into this Agreement for the purposes of providing for the mutual use, maintenance, repair, replacement and cost-sharing of certain Shared Facilities, Easements, Shared Services and also the operation, maintenance (on such terms as hereinafter defined) which will serve and benefit the parties hereto;

IN CONSIDERATION OF the mutual covenants herein contained, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree each with the others as follows:

I. DEFINITIONS

In this Agreement, unless a contrary intention is expressed, the following terms shall have the following meanings:

1. “**Acceptable Standards**” shall mean:
 - i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
 - ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and
 - iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
2. “**Act**” shall mean the Condominium Act, 1998, SO. 1998, C. 19, Chapter C.26, as amended;

3. **“ADR”** shall mean alternate dispute resolution in accordance with Article XVI of this Agreement;
4. **“Allocated Share”**, with respect to an Owner (as hereinafter defined), shall mean the proportion of the costs of the Shared Facilities Costs (as hereinafter defined) to be borne by that Owner pursuant to Article VIII of this Agreement;
5. **“Building”** shall mean either the Phase I Building, the Phase II Building, the Phase III Building or the Phase IV Building as the context may require and **“Buildings”** shall mean collectively all such buildings;
6. **“Common Foundation”** means the foundation structure for any of the Buildings on the Lands which includes:
 - i) the external walls and all supporting walls, pillars, columns and footings;
 - ii) any wall or other vertical or horizontal structure (including chain-link fencing) on or adjacent to any border between the Lands of one Owner and those of another and so located either as a demarcation of such border or to support parts of the structures of the Building or equipment servicing the Building, including side and cross beams;
 - iii) all floors and roof slabs;
 - iv) waterproofing membranes;
 - v) any component of any Building necessary for the support of any part(s) of any other Building;
7. Intentionally deleted;
8. **“Easements”** means the easements referred to in Article IV hereof;
9. **“Future Phase Condominiums”** means the condominium buildings constructed or to be constructed on the Phase II Lands, the Phase III Lands and the Phase IV Lands;
10. **“Future Phase Lands”** means the Phase II Lands and/or the Phase III Lands and/or the Phase IV Lands;
11. **“Insurance Policies”** shall mean the policies or property and liability insurance and/or self-insurance maintained as contemplated in clauses X(1)(a), (b) and (c) of this Agreement;
12. **“Lands”** shall mean the Phase I Lands and the Future Phase Lands taken collectively;
13. **“Owner”** shall mean with respect to the Phase I Lands, the Phase I Condominium; with respect to the Phase II Lands, the Phase II Condominium, and with respect to the Phase III lands, the Phase III Condominium, with respect to the Phase IV Lands, the Phase IV Condominium; as the case may be, including their respective successors, in title, and **“Owners”** shall have a corresponding meaning as to all the Lands;
14. **“Owners’ Liaison Committee”** shall mean committee provided for in paragraph LX(B);
15. **“Phase I Building”** shall mean the building on the Phase I Lands;
16. **“Phase II Building”** shall mean the building on the Phase II Lands;
17. **“Phase III Building”** shall mean the building on the Phase III Lands;
- 17.a) **“Phase IV Building”** shall mean the building on the Phase IV Lands;

18. **"Phase II Condominium"** shall mean the condominium corporation created on the Phase II lands;
19. **"Phase III Condominium"** shall mean the condominium corporation created on the Phase III Lands;
- 19.a) **"Phase IV Condominium"** shall mean the condominium corporation created on the Phase IV Lands;
20. **"Phase I Lands"** shall mean those lands comprising Vaughan Standard Condominium Plan No. ;
21. **"Phase II Lands"** shall mean the lands more particularly described as
22. **"Phase III Lands"** shall mean the lands more particularly described as
- 22.a) **"Phase IV Lands"** shall mean the lands more particularly described as
23. **"Service Units"** means the service units in the Phase I Condominium; in the Phase II Condominium; in the Phase III Condominium; and in the Phase IV Condominium; all of which shall ultimately be shared and used by or on behalf of two or more Components of the Project for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving more than one of the Buildings comprising the Jane-Ruth Project, including, without limitation, the Shared Facilities, in accordance with this Declaration and this Shared Facilities Agreement together with all other mechanical and/or electrical rooms hereafter situate in any of the Buildings comprising the Jane-Ruth Project (and ultimately utilized as separate units) housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;
24. **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in this Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);
25. **"Servient Portion"** with respect to the Lands owned by an Owner or charged in favour of a mortgagee, shall mean the parts thereof subject to the Easements;
26. **"Shared Facilities"** shall mean the facilities described as such in Article VII (I) of this Agreement;
27. **"Shared Services"** shall mean the services for the Shared Facilities;
28. **"Shared Units"** means the Service Units, which are designated as units within the Phase I Condominium, and any similar type units which may be created and designated in the Phase II Condominium and/or the Phase III Condominium and/or the Phase IV Condominium, the ownership of which may ultimately be conveyed by the Declarant to one or more of the other Components of the Project as tenants-in-common;
29. **"Jane-Ruth Project"** shall mean the project consisting of the Phase I Condominium and the Future Phase Condominiums, collectively.

II. RECITALS

II. RECITALS

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

III. FUTURE PHASE CONDOMINIUMS

1. Effect of Agreement

This Agreement shall be and remain in full force and effect and be binding upon the signatories hereto, notwithstanding that the Future Phase Condominiums are not in existence or do not come into existence with respect to the Future Phase Lands.

Upon the registration of a Declaration(s) under the Act in regard to the Future Phase Lands or any part thereof, the condominium corporation(s) so created will be deemed to have assumed the obligations of the Declarant. From and after such date the term "Future Phase Condominiums" as used in this Agreement will mean the Future Phase Condominiums so registered (and defined herein) which will thereafter have all of the rights and obligations of the "Future Phase Condominiums" hereunder, and the term "Future Phase Condominiums" will not thereafter mean the Declarant which party shall be released, and relieved of all obligation and liabilities hereunder in respect of the performance of the duties, covenants and agreements to be performed by the "Future Phase condominiums".

IV. EASEMENTS

The Lands of each of the Parties to this Agreement are subject to easements in favour of the other as set out on the registered title of the Lands and to be created in the Declarations creating the Future Phase Condominiums.

V. BENEFIT AND BURDEN

1. The parties hereto hereby acknowledge to and covenant with each other that:
 - a) the principles of reciprocal benefit and burden shall apply and as such each of the easements, rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of certain parts of the Lands including the Shared Facilities which are intended to be used and enjoyed by the Owners;
 - b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such easements, benefits and privileges, each Owner hereby accepts and agrees to assume the burdens and obligations imposed on it and agrees to be bound by each and every covenant contained in this Agreement;
 - c) no Owner, unless its Lands are governed by the Act (in which case the provisions of paragraph V (6) of this Agreement shall apply), shall convey any interest in any part(s) of the Lands without obtaining from the grantee thereof a written covenant to be bound by the collective burden associated with such part(s) under this Agreement as described in clauses (a) and (b) hereof, including this paragraph V(1), and seeing to registration thereof on the title to the Lands, immediately after said conveyance.
2. The provisions of this Agreement are intended to run with the Lands and any portion thereof benefitted and burdened thereby, and shall be binding on and enure for the benefit of each of the parties hereto and their respective successor in title thereto.
3. Upon sale, transfer or conveyance by Jane-Ruth or any subsequent transferee of any unit within the Future Phase Condominiums, such transferor shall be automatically released and discharged pro tanto from any of the liabilities and obligations it would bear hereunder as the owner of such unit or land sold, transferred or conveyed, and it shall no longer be liable to the other parties for any breach of this Agreement caused or occurring subsequent to the date of such sale,

transfer or conveyance relating to such unit or land; correspondingly, any subsequent purchaser of such unit or land shall assume pro tanto such liabilities and obligations insofar as the burden of such liabilities are capable of passing to such person by operation of law.

4. No Owner shall:

- a) relocate, remove, replace, alter or damage any part of the Common Foundation or the soil, or any structure supporting same in any respect without the express written consent of the other parties, which shall not be unreasonably withheld;
- b) do nor omit to do anything to impair any right of support granted in the Declarations of the corporations comprising the Buildings or to render unstable or unsafe any structure(s), foundation(s), supporting column(s), footing(s), wall(s) or roof or floor slab(s) of the other Owner(s) which are independent of the Lands and/or Building of another Owner for support.

5. No Owner shall exercise any right of replacement in such a way as to substantially expand the dimensions of the structure or component thereby replaced, or as to place any non-trivial burden or greater burden, economic or otherwise, directly or indirectly, on another Owner's Lands and/or Buildings, or as to cause the amount of the other Owner's Allocated Share to increase to any non-trivial extent, without another Owner's prior written consent, which shall not be unreasonably withheld if such expansion, burden or increase may be adequately compensated for monetarily without compromising what the other Owner fairly regards as its essential interests and said Owner legally binds itself to provide such compensation in the same manner as to payment (to the extent applicable) and enforcement as the payment of its own Allocated Share.

6. No Owner shall with respect to any existing or proposed unit on any part(s) of the Lands:

- a) deliver any Disclosure Statement pursuant to section 73 of the Act or any successor legislative provision, unless the provisions of this Agreement are disclosed therein;
- b) as a Declarant under the Act, make a conveyance thereof if such conveyance would cause the Owner to cease to be the registered owner of a majority of such units unless it has caused the condominium corporation to take all necessary steps, including the enactment of a by-law, for the execution of an agreement acknowledging the obligation of the condominium corporation to abide by the covenants set out in this Agreement and assuming the burden thereof, which agreement shall be registered against the title to the Lands of the condominium corporation and against the title to the other Owners' Lands and the other Owners shall execute any necessary documentation to register such agreement against its Lands.

VII. MAINTENANCE AND REPAIR

1. The Owners shall, in the manner contemplated by Articles VII, VIII and IX be responsible for governing and arranging for the maintenance, repair, restoration, reconstruction, replacement and inspection of the Shared Facilities to Acceptable Standards, and accordingly, in the manner contemplated in Articles VII and VIII for engaging all requisite contractors, servicemen, suppliers and others required therefor.

2. No Declaration registered against the Lands or any part thereof under the Act shall permit the owner of any unit to maintain or repair any part of the common elements comprised within the Shared Facilities of the condominium corporation thereby created save and except maintenance of exclusive use common elements, if any.

VII. PROVISION OF SHARED SERVICES FOR THE SHARED FACILITIES

1. The following are the Shared Facilities referred to in this Agreement for which the Shared Services shall be supplied:
 - a) those parts of the HVAC, electrical and mechanical systems, energy management system, water main service and pumps, sanitary drainage system, storm drainage system, water service, fire line and sprinkler system, telephone service, and all other systems or services situate in the Buildings as may be set out in Schedule A, excluding any equipment (including connecting cables/conduits/pipes) benefiting solely the Lands and or Buildings of only one Owner and practicably distinguishable from Shared Facilities;
 - b) the physical and structural components as set out in Schedule A;
 - c) the Service Units and the amenities and facilities or other areas as set out in Schedule "A"; and
 - d) the Shared Units as set out in Schedule "A" together with any similar type units which may be designated by the Declarant in the Future Phase Condominiums;
2. The Shared Services include, without restricting the generality of the foregoing:
 - a) maintenance and repair, including renovation or reconstruction as necessary, of the Shared Facilities and to ensure that same are and will operate in accordance with Acceptable Standards, and in accordance with all applicable requirements of the City of Vaughan and any other relevant governmental authority;
 - b) preparation and setting of annual budgets with respect to all Shared Services and Shared Facilities and all matters related thereto;
 - c) obtaining of any professional services, consultants, opinions, reports and advice with respect to the operation, maintenance and/or repair of the Shared Facilities;
 - d) snow removal of adjacent City sidewalks and landscaping;
 - e) personnel;
 - f) window washing; and
 - g) administration expenses.
3. All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Lands and/or Buildings thereby affected or with the benefit of the Easements appurtenant thereto, and where performed by contract with others the contract price shall be competitive except in an emergency in which time did not permit competitive selection.
4. The Shared Facilities shall be maintained, repaired, improved, altered and/or replaced as determined by the Owners' Liaison Committee as set out herein.
5. The Owner of the Lands upon which Shared Facilities are located shall promptly notify the Owners' Liaison Committee of any maintenance, repair or other attention required of which it becomes aware.
6. Each Owner shall provide the other Owners in writing with the name(s) and telephone number(s) of its liaison personnel for the purposes of notification in case of emergency.

VIII. COST SHARING

1. The Shared Facilities Costs shall be shared such that each Owner's Allocated Share shall be as follows:
 - (a) The Shared Facilities Costs shall eventually be shared between the Phase I Condominium and the Future Phase Condominiums as provided for in the Declaration of the Phase I Condominium and the Declarations of the Future Phase Condominiums and as set out in Schedule "A". Each Owner's proportionate share of the Shared Facilities Costs, upon completion and registration of all condominium plans shall be calculated in accordance with the Declaration of the Phase I Condominium and the Declarations of the Future Phase Condominiums and as set out in Schedule "A" attached thereto.
 - (b) Until the Future Phase Condominiums become registered the Shared Facilities Costs shall be paid by the Phase I Condominium. Without limiting the generality of the foregoing, Jane-Ruth shall not pay nor be responsible for any portion of such Shared Facilities Costs for or in respect of the Future Phase Condominiums while not yet registered and for which such corporations, if registered, would otherwise be responsible.
 - (c) Schedule "A" sets out the Allocated Share for the Phase I Condominium and each of the Future Phase Condominiums upon completion and registration of all such phases as condominiums. Those Shared Facilities and Shared Services, if any, that has an Allocated Share of zero percent (0%) (or "Nil") for a phase are not shared or not substantially shared by that phase and accordingly, that phase has no obligation with respect to the individual Shared Facility.
2. The cost of any services necessitated by the willful or negligent act or omission of any Owner or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Owner and not included in the Allocation Share of the Owners.

IX. MANAGEMENT

A. Shared Facilities Manager

1. The Shared Facilities and Shared Services shall be administered and overseen by an individual or corporate Shared Facilities Manager engaged by written contract with the Owners' Liaison Committee.
2. Whenever the position of Shared Facilities Manager is about to become, or becomes, vacant, the Owners' Liaison Committee shall tender for a new Shared Facilities Manager to be approved by a majority of the Owners.
3. The Shared Facilities Manager may (but need not) be a manager of any of the Owners.
4. The Board of each Owner, once registered shall accept the Shared Facilities Manager approved by the Owners' Liaison Committee.
5. Forthwith after being appointed, and yearly thereafter, not Later than the 60th day before the end of the current fiscal year the Shared Facilities Manager shall submit to the Owners' Liaison Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the Shared Costs for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Phase I Condominium.
6. Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of expenses on a monthly basis, and the fee to be paid to the Shared Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the approved budget.

7. Each Owner shall incorporate the Shared Facilities Budget into its respective budget.
8. Each Owner shall provide the monthly contributions as set out in the approved budget to the Manager who shall deposit same in a separate bank account for the Shared Facilities maintained by the Owner' Liaison Committee and the Shared Facilities Manager.
9. If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Owners' Liaison Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in paragraphs 7 and 8 above shall apply to the said supplemental budget.
10. Save for emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of property or for the safety of persons, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Owners' Liaison Committee or substantially in excess of any particular item in an approved budget.
11. The Shared Facilities Manager shall:
 - a) in the case of major emergencies (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Owners' Liaison Committee and act in consultation and co-operation with those authorities and the Owners' Liaison Committee in dealing therewith;
 - b) in the case of all other emergencies, deal expeditiously therewith in accordance with the exigencies thereof and notify the Owners' Liaison Committee as soon as is reasonably possible during business hours.
12. In any case in which the cost of any particular item of repair is estimated to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00);
 - a) the Shared Facilities Manager shall obtain and submit to the Owners' Liaison Committee three written quotations therefore and may, in addition, submit its own quotation to do the work itself for a lower price;
 - b) the Owners' Liaison Committee shall consider such quotations and make a decision thereon;
 - c) if within fifteen (15) days of the submission of any estimate, actual or deemed agreement has not been reached among the Owners' Liaison Committee as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR, pursuant to Article XVI.
13. If the cost of any item of the type described in paragraph 12 above does not exceed One Thousand Five Hundred Dollars (\$1,500.00) per annum, the Shared Facilities Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services, provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
14. If, in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties and unless the Shared Facilities Manager shall rectify such failure or failures

within fifteen (15) days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work, including the value of the time of the first-mentioned Owner's employees asked to carry out such work.

15. In the event that an Owner completes any repair or other work in an emergency when the Shared Facilities Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to paragraph 14 above.
16. The Shared Facilities Manager for the period of March 12, 2008 to March 11, 2009, unless terminated shall be Downing Street Property Management Inc. ("Downing"). Downing's fee for providing Shared Facilities management services shall be \$7,100.00 inclusive of GST payable annually in equal monthly instalments.

B. OWNERS' MANAGEMENT RESPONSIBILITIES

1. There shall be an Owners' Liaison Committee consisting of:
 - a) one (1) member of the Board of Directors of the Phase I Condominium; and
 - b) one (1) member of the Board of Directors of each of the Future Phase Condominiums (until registration of the Future Phase Condominiums, Jane-Ruth Project shall appoint one (1) individual for each of the Future Phase Condominiums to the Owners' Liaison Committee.

Each of the Phase I Condominium and Future Phase Condominiums shall also appoint an alternative member to fulfill the obligation of the appointed member when unavailable to ensure timely and full operation of the Owners' Liaison Committee. All decisions of the Owners' Liaison Committee shall be by majority and a quorum shall consist of not less than three (3) members.

2. The duties of the Owner's Liaison Committee shall be to discuss matters from time to time respecting the Shared Facilities, and other matters governed by this Agreement requiring decision by the Owners if not otherwise provided for in this Agreement, and in particular, but without restricting the generality of the foregoing:
 - a) any difference over the acceptability of any yearly budget for the Shared Services and Shared Facilities with a view to avoid the need to resort to ADR; and
 - b) major repairs;
 - for the purposes of making appropriate recommendations to the Owners.
3. Any Owner may call a meeting of the Owners' Liaison Committee on at least five (5) Business Days written notice to the other Owners, and shall co-operate in arranging the time and place thereof as may be reasonable to accommodate the other Owners' members.
4. Any compensation or reimbursement paid to any member of the Owners' Liaison Committee shall be the sole responsibility of the Owner who has appointed that member.
5. Where a matter is of sufficient importance and cannot be resolved through the Owners' respective representatives, the Owners shall co-operate in convening a joint meeting of the Owners' respective boards of directors (or, as to any non-corporate Owner, the equivalent) without unreasonable delay to deal with the matter expeditiously without resort to ADR.

6. Until the registration of the any one or more of the Future Phase Condominiums the manner in which the Shared Facilities are maintained and repaired (and completed) shall be governed and controlled solely by Jane-Ruth.

X. INSURANCE

1. Each Owner, or, if required by the Insurer, the Owners together, shall cause to be taken out and maintained during the currency of its rights and obligations under this Agreement the following Insurance Policies with any insurance company or companies authorized to do business in Ontario and in the case of a condominium corporation created pursuant to the Act, in accordance with the Act and applicable condominium declaration, for:
 - a) its Building and all other insurable equipment belonging to the Owner and from time to time located in the Building in an amount not less than the replacement cost thereof against loss or damage by perils of "all-risks" (being the perils from time to time included in the standard "all-risk" policy issued by insurers from time to time), including resultant damage from error in design and faulty workmanship, to the extent available and as would be obtained by' a prudent owner of such a building, and in any event in an amount sufficient to prevent any Owner from being deemed to be a co-insurer;
 - b) comprehensive boiler, machinery and pressure vessel insurance (if required) in such amount as would be normally maintained by a prudent operator of such a complex and which amount shall initially be not less than \$5,000,000.00, which insurance policies and those maintained by the Owner pursuant to clause (a) hereof shall contain a "joint loss agreement" between the property insurers and the boiler insurers; and
 - c) comprehensive public liability, including contractual liability on an occurrence basis against claims for personal or bodily injury, death or property damage suffered by others arising in connection with the Building, or out of the operations of the Owners or its tenants, in, on or about the Building and/or the other Owners' Servient Portions, indemnifying and insuring all Owners and their employees and all others for whom each of them is at law responsible in such amounts and to such extent as a prudent owner of such a building would, from time to time carry not less than \$2,000,000.00 for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the foregoing, with provisions for cross-liability and severability of interests, which insurance policy or policies shall be primary and shall be fully exhausted before calling into contribution any insurance available to the other Owners and any additional insurance placed by the other Owners on its own behalf shall be in excess of the primary insurance required under this Article X.
2. Each Owner shall ensure that each Insurance Policy shall name the other Owners as an additional insured as its interest may appear, contains no co-insurance endorsement and loss payable provisions in favour of the Insurance Trustee contemplated by Article XI to the extent required by that Article.
3. Each Owner shall deliver to the other Owners upon request, adequate proof of the existence of all of the insurance policies as and when reasonably requested.
4. Each Insurance Policy of each Owner shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after thirty (30) days prior written notice to the other Owners.

XI. INSURANCE TRUST

1. Any and all insurance proceeds of any Property Insurance Policy in excess of \$50,000.00 payable to or for any Owner for the repair of its Buildings and

attributable solely to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an Insurance Trustee mutually agreeable to all Owners and if a Trustee cannot be agreed upon the Trustee shall be appointed in accordance with the ADR provisions of Article XVI.

2. The Insurance Trustee appointed in accordance with paragraph I hereof shall be a Trust Company registered under the Loan and Trust Corporations Act or shall be a Chartered Bank, with which the parties shall enter into an agreement providing as follows:
 - a) receipt by the Insurance Trustee of any excess proceeds as contained in paragraph I hereof;
 - b) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article XII.
3. All Owners agree not to rebuild in accordance with clause XII (3)(b), there shall be no requirement for the appointment of an Insurance Trustee and all insurance proceeds shall be paid to the respective Owners.

XII. DAMAGE TO THE BUILDINGS

1. If one or more of the Buildings are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.
2. If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its Building and in the event of a dispute such determination shall be made by ADR.
3. Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
 - a) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
 - b) all Owners have elected not to rebuild, the Owners need not rebuild their respective Building; or
 - c) one or more, but not all, of the Owners has elected not to rebuild, the Owner(s) electing not to rebuild shall inform the other Owners of its/their election and shall nevertheless rebuild, repair and restore its/their Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and Buildings by the other Owners.
4. For the purposes of subsection S. 123 and S. 127 of the Act, in the event that any parts of the Lands become governed by the Act, the obligations created in this Article XII shall be deemed to be an encumbrance against each condominium unit and its appurtenant common interest created after the registration of the relevant condominium declaration and description;

XIII. CERTIFICATE OF COMPLIANCE

1. Each Owner at any time and from time to time during the term of this Agreement, within ten (10) days after written request by any person apparently having an interest in the Lands and the payment of a reasonable fee, shall execute, acknowledge and deliver to the requesting party a certificate stating:

- a) that this Agreement is unmodified and in full force and effect, or if there has been any modification that this Agreement is in full force and effect, as modified, and describing the modification;
 - b) whether or not there is any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;
 - c) whether or not an Owner has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of its Buildings, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owners but has not yet so charged and if there be any such maintenance or other work, specifying the nature and extent thereof;
 - d) the current addresses to which notices given to the Owner are required to be delivered under Article XVIII (I) of this Agreement;
2. Any certificate of compliance given pursuant to paragraph I may be pleaded and shall be a complete defense by the requesting party to any action brought on a claim that is inconsistent with the facts recited in the certificate.
 3. The Declarant of the Phase I Condominium and the Future Phase Condominiums shall be entitled to a Certificate of Compliance for the initial sale of each condominium unit from each of the parties hereto at no cost to the Declarant.

XIV. DEFAULT

1. Any amounts not contributed by an Owner (the "Defaulting Owner") as required pursuant to this Agreement shall, until advanced, bear interest at the prime rate of the Royal Bank of Canada plus Eight Percent (8%) per annum calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amounts together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a lien and charge in favour of the other Owners (the "Non- Defaulting Owners") against the Lands and assets thereon of the Defaulting Owner.
2. The Non-Default Owners shall be entitled to file a caution, lien, or charge against title to the Defaulting Owner as permitted pursuant to the Land Titles Act or other applicable legislation.
3. For the purposes of Sections 122 through 128 of the Act, a lien against a Building shall be deemed to be an encumbrance against each unit and its appurtenant common interest therein.
4. No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to subparagraph 1 of this Article XIV hereof, and any lien which would have arisen pursuant to subparagraph 1 of this Article XIV had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

XV. TERMINATION

1. The rights under this Agreement shall be incapable of termination other than by an instrument to that effect executed under seal by all Owners and by any mortgagees of the Lands at that time.
2. Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.

3. If any part(s) of the Lands become governed by the Act and such government is subsequently terminated, the then Owner thereof will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Article XV.

XVI. ALTERNATIVE DISPUTE RESOLUTION

1. Good Faith Negotiations

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities, or provision of Shared Services to an acceptable standard, or this Agreement through good faith negotiations and the parties agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's Allocated Shared of the Shared Costs, shall be determined in the following manner.

2. Dispute Resolution Procedure

Whenever arbitration is permitted or required under this Agreement and the Act, arbitration proceedings may be commenced by any Owner in accordance with the following principles and procedures:

- a) Prior to commencing arbitration proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
- b) If the parties are unable to resolve the question or matter in dispute through good faith negotiations, as provided in Section 132 of the Act; the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular question or matter in dispute. The parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the question or matter submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
- c) If good faith negotiations and the mediation process as described in Sections 2(a) and (b) hereof are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.
- d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The

arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with Arbitrations Act 1991 (Ontario), as amended, and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a questions of law in accordance with Subsection 45(2) of the Arbitrations Act, 1991 or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitrations Act 1991.

- e) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the arbitration. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the arbitration.

Where arbitration is required by this Agreement, commencement and completion of such arbitration in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

3. Ongoing Obligations

For clarity, notwithstanding the nature of the dispute, until the question or matter in dispute is finally determined by arbitration, each disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

4. Rules of Procedure

Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations of the Condominium Dispute Resolution Centre ("CDRC") and the arbitration shall be conducted generally in accordance with the Rules of Procedure for the conduct of arbitrations of the CDRC and also in accordance with the provisions of the Arbitrations Act, 1991 (Ontario), as amended.

XVII. FORCE MAJEURE

Notwithstanding any other provision of the Agreement, whenever and to the extent that any Owner is unable to fulfill or is delayed or restricted in the fulfillment of any of its obligations (other than the payment of money) under this Agreement by reason of any impediment including without limiting the generality of the foregoing:

1. strike;
2. lockout;
3. war, terrorist acts or acts of military authority;
4. rebellion or civil commotion;
5. material or labour shortage not within the control of such Owner;
6. fire, explosion;
7. flood, wind, water, earthquake or other casualty;
8. any applicable lawful statute, by-law, ordinance, regulation or order; or

9. acts of God,

not caused by the default, act, or omission by such Owner and not avoidable or surmountable by the exercise of reasonable effort or foresight by it, then so long as any such impediment exists, such Owner shall be temporarily relieved from the fulfillment of such obligation and the other Owners shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and, to the extent necessitated thereby, there shall be a postponement of any deadline, compliance with which would be otherwise adversely affected by such impediment, provided that at the expiration of such temporary relief, such Owner shall forthwith proceed with fulfillment of such obligation.

XVIII. GENERAL

1. Any notice herein provided for or permitted to be given by any party under this Agreement shall be sufficiently given if delivered to an apparently responsible person at the following address given for such party (or at such replacement address as such party shall have notified any notifying part of in writing), or if Five (5) Days have elapsed from the mailing thereof to such address by prepaid registered post in the City of Ottawa in the absence of any major interruption in postal service affecting the delivery/handling thereof:
 - a) Phase I Condominium:
York Region Standard Condominium Corporation No. 1113
Jane-Ruth Development Inc.
9225 Jane Street
Vaughan, Ontario
 - b) Phase II Condominium:
Jane-Ruth Development Inc.
9235 Jane Street
Vaughan, Ontario
 - c) Phase III Condominium
Jane-Ruth Development Inc.
9245 Jane Street
Vaughan, Ontario
 - d) Phase IV Condominium
Jane-Ruth Development Inc.
9255 Jane Street
Vaughan, Ontario
2. This Agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires and as may otherwise be required by the context.
3. The parties hereto shall without unreasonable delay execute all further assurances, easement agreements or other documents necessary or required to carry out the intent of this Agreement.
4. Each of the parties to this Agreement shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms thereof, notwithstanding any conduct or custom on the part of such party in refraining from so doing at any time or times.
5. The failure of any party to this Agreement at any time(s) to enforce any of its rights under the provisions of this Agreement in strict accordance with the terms thereof, shall not be construed as having in any way established a custom contrary to such provisions, or as having in any way modified or waived such rights.
6. This Agreement shall be binding upon the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF the parties hereby have hereunto caused their respective corporate seals to be affixed, duly attested by the hands of their proper signing officers authorized in that behalf as of the date first above written.

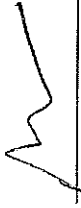
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1113



BENNY MAROTTA - PRES, DR ENT

I have authority to bind the corporation

JANE-RUTH DEVELOPMENT INC.



Name: Benny Marotta

Title: President

I have authority to bind the corporation.

SCHEDULE "A"

Shared Items
between Buildings A, B, C and D

	25%	25%	25%	25%
	A	B	C	D
Roadway	•	•	•	•
Walkway	•	•	•	•
Exterior lighting	•	•	•	•
Exterior landscaping	•	•	•	•
Gate house	•	•	•	•
Sanitary drains	•	•	•	•
Storm drains	•	•	•	•
Water supply	•	•	•	•

Hydro supply may be shared
by either all four buildings or
two or three buildings

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255
(the “Corporation”)

BY-LAW NO. 10

BY-LAW WITH RESPECT TO ELECTRONIC ATTENDANCE AND ELECTRONIC VOTING

All terms in this by-law shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, c. 19 (the “**Condominium Act**”) and Ontario Regulation 48/01: General (the “**Regulation**”).

WHEREAS:

- A. Section 52(1)(b)(iii) of the *Condominium Act, 1998*, as amended, authorizes voting at meetings of unit owners by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;
- B. Section 52(1.1) of the *Condominium Act* defines “telephonic or electronic means” as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks;
- C. Section 56(1)(c.1) of the *Condominium Act* provides that the Board of Directors may authorize, by by-law, the methods permitted for holding a recorded vote;
- D. Section 14.(0.1)(p) of the *Regulation* provides that a by-law may govern the manner in which an owner or a mortgagee may be present at a meeting of owners; and,
- E. The Board of Directors of the Corporation have determined it is desirable to permit owners to vote by electronic means and to attend a meeting of owners through electronic means.

NOW THEREFORE BE IT ENACTED as By-law No. 10 of the Corporation as follows:

- 1. Persons entitled to attend a meeting of owners may attend through telephonic or electronic means, provided that the means permit any or all members so attending to hear and respond to each other.
- 2. At any meeting of owners, a recorded vote may be indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the “**e-voting system**”). Votes cast by an e-voting system shall:
 - (a) be deemed a ballot (the “**e-ballot**”) for the purpose of any vote conducted at the meeting at which the e-ballot was cast, is valid for one (1) meeting and expires immediately thereafter, and shall be counted towards quorum;
 - (b) be subject to the e-voting system which shall:
 - i. authenticate the owner’s identity;

- ii. set forth each question proposed for consideration at a meeting of owners that is subject to a vote;
- iii. authenticate the validity of each e-ballot to ensure that the vote is not altered in transit; and,
- iv. produce a receipt, report or confirmation of the date and time of each e-ballot cast which shall form part of the Corporation's records in accordance with the *Condominium Act*.