



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



# Memorandum

May 19, 2021

Dear Jozsef Kollar:

Your Status Certificate is now available for:

Condominium Corporation Number: York Region Standard Condominium Corporation 1308  
Condominium Address: 9471 Yonge Street  
City: Richmond Hill  
Unit: 21  
Level: 15  
Suite Number: PH12

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

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

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

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

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

Thank you.

Sincerely,

FirstService Residential Ontario



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



# Status Certificate

# ON-A26029

## Status Certificate

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

York Region Standard Condominium Corporation 1308 (known as the "Corporation") certifies that as of the date of this certificate:

### GENERAL INFORMATION CONCERNING THE CORPORATION

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

NAME	POSITION	ADDRESS FOR SERVICE	TELEPHONE
Aliasgar Khozema Khambhaty	Director	2645 Skymark Avenue, Suite 101	(416) 293-5900
Alan Zunder	President	2645 Skymark Avenue Suite 101	(416) 293-5900

### COMMON EXPENSES

- The Owner of Unit 21 Level 15 (Suite No. PH12), and Unit 95 Level A (Parking No. PA-095) @ 9471 Yonge Street, Richmond Hill, ON of York Region Standard Condominium Corporation 1308, registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) **is not in default** in the payment of common expenses. **The information contained herein is subject to the common expense payments being received and clearing the bank.**

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

- A payment on account of common expenses for the unit in the amount of **\$524.42** is due on **6/01/2021 for the period 6/01/2021 to 6/30/2021, as follows:**

Unit 95 Level A (Parking PA-095)	<b>\$56.55</b>
Unit 21 Level 15 (Suite PH12)	<b>\$467.87</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$524.42</b>

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.

Water, hydro electric and BTU (heating & cooling) are sub-metered and billed directly to the owner. Homeowner to contact Power Stream.

- The Corporation has the amount of **\$NIL** in prepaid common expenses for the unit.

## Status Certificate (continued)

**ON-A26029**

8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.  
The basis and underlying facts for a chargeback can happen without warning and do not always come to the attention of the Corporation or the management company immediately. The occurrence of an event precipitating a chargeback and/or the amount of the charge are subject to change; and it is the responsibility of the purchaser to seek an update and confirmation of any outstanding amounts prior to closing.

### **BUDGET**

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$NIL, provided that it is possible that unforeseen expenses or expenses beyond the control of the Corporation may require adjustments to the budget before year end.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the Board has not levied any assessments against the unit to increase the contribution to the Reserve Fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

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

### **RESERVE FUND**

13. The Corporation's Reserve Fund amounts to **\$3,177,233.79** as of **01/31/2021**
14. The most recent reserve fund study conducted by the board was Class III - not based on a site review Reserve Fund study dated 04/25/2020 and was prepared by Belanger Engineering. The next Reserve Fund Study will be conducted before May 2023.
15. N/A
16. The Board has sent to the owners a notice dated 01/26/2021 containing a summary of the Reserve Fund Study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the Reserve fund under a plan proposed by the Board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the Reserve Fund.

## Status Certificate (continued)

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### LEGAL PROCEEDINGS, CLAIMS

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

### AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

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

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

### LEASING OF UNITS

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24. The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 184 units were leased during the fiscal year preceding the date of this status certificate. We understand there may have been more units leased; however, the Corporation has not received any notification.

### SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

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25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the Board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

## Status Certificate (continued)

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### INSURANCE

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

#### **Phased Condominium Corporations**

27. N/A - Phased

28. N/A - Phased

#### **Vacant Land Condominium Corporations**

29. N/A - Vacant Land

#### **Leasehold Condominium Corporations**

30. N/A - Leasehold

31. N/A - Leasehold

32. N/A - Leasehold

### ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it:

- (a). a copy of the current declaration, by-laws and rules;
- (b). a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements. Note: audited financials are not available within the Corporation's first year;
- (c). Not Applicable - a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
- (d). a certificate or memorandum of insurance for each of the current insurance policies;
- (e). Not Applicable - a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
- (f). a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;
- (g). Not Applicable - a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h). a copy of a notice dated 01/26/2021 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i). Not Applicable - a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;

## Status Certificate (continued)

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- (j). Not Applicable - a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k). Not Applicable - a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l). Not Applicable - if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

### RIGHTS OF PERSON REQUESTING CERTIFICATE

- 34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
  - 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
  - 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.
  - 3. Anyone seeking to rely upon this Status Certificate should make himself/herself familiar with the Corporation's Declaration, By-laws and Rules.
- 35. **Unit Owner Identification:** Upon ownership of a unit being transferred, it is the responsibility of the purchaser to advise the Corporation, in writing, of the purchaser's name and address for service. It is preferable that this information be provided to the Corporation immediately following the transfer of ownership of the unit. Until this notice is received in writing by the Corporation, the Corporation cannot recognize the purchaser as the owner of the unit in the records of the Corporation. The Corporation will not be responsible for any compromise of the purchaser's rights vis-à-vis the Corporation, or for any costs, losses or damages incurred by the purchaser as a result of any delay in providing this information.
- 36. **Smoke-Free Environment Rules Effective as of September 18, 2018.**



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# Status Certificate (continued)

# ON-A26029

Dated at Toronto this 19th Day of May, 2021

York Region Standard Condominium Corporation 1308

\* 

SIGNATURE

Samit Hazra  
 PRINT NAME

Authorized Signing Officer  
 I have the authority to bind the Corporation

*\* Executed pursuant to the Electronic Commerce Act*

\* 

John Damaren

Authorized Signing Officer  
 I have the authority to bind the Corporation

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

NAME: \_\_\_\_\_

UNIT: \_\_\_\_\_

Condominium corporation's name  
\_\_\_\_\_

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

Method the corporation will use to deliver notices to me:

 Email

My email address is \_\_\_\_\_

 Facsimile

My fax number is \_\_\_\_\_

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
day of month month year





## OWNER/RESIDENT INFORMATION FORM

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

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





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

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

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

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





## PARECEL/ENVELOPE DELIVERY RELEASE & WAIVER FORM

I (print name) \_\_\_\_\_ hereby authorize the Front Desk Concierge to accept packages on my behalf that are clearly identified with my name and suite number as attested by my affixed signature. In order to receive my package from the Front Desk Concierge I agree to provide valid photo identification.

Neither the Corporation, nor its agents will be held responsible for any lost or damaged goods as a result of accepting said parcel and packages.

\_\_\_\_\_  
Resident's Name (s) Please Print

\_\_\_\_\_  
Suite Number

\_\_\_\_\_  
Tower

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

\_\_\_\_\_  
Date



## INTERCOM SYSTEM

Please be advised that the intercom system is now up and running. In order for you to have access to the intercom system, concierge will need to know how you would like your first and last name to appear on the intercom system.

Along with the resident information below please indicate beside name how you would like your first and last name to appear in intercom system. Concierge will then program this information into the system as it is indicated below.

Name: \_\_\_\_\_

Suite Number: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Telephone Number: (\_\_\_\_) \_\_\_\_\_ **This may not be a long-distance number**

Once this form is filled out please return it to concierge so that your information will then be programmed immediately.

FirstService Residential  
For and On Behalf Of YRSCC No. 1308

Tacy Lin  
Property Manager  
Email: [tracy.lin@fsresidential.com](mailto:tracy.lin@fsresidential.com)

# CONFIRMATION FORM (CONDOMINIUM UNIT OWNER)

**PowerStream**  
Energy Services

Provided by Alectra Energy Services Inc.

*This form can be completed online. Visit [powerstreamenergy.com/move](http://powerstreamenergy.com/move) for a fast and convenient web form.*

**Note:** Your first bill will include a one-time set up fee and security deposit. The deposit can be waived if you sign up for PAP.

## CUSTOMER INFORMATION

<b>Service(s) Enrolled:</b>	<input type="radio"/> Electric <input type="radio"/> Water <input type="radio"/> Gas <input type="radio"/> HVAC	<b>Unit Type:</b> <input type="radio"/> Residential <input type="radio"/> Commercial
<b>Resident's Name:</b> (Account holder)	<b>Closing Date:</b>	
<b>Service Location:</b>	Unit # _____ at: _____	
<b>Mailing Address:</b> (If different to above)		
<b>Home:</b>	<b>Work:</b>	<b>Cell:</b>
<b>Email:</b>		

## SUB METERING AGREEMENT

I certify that I am the owner of the unit identified above (the "Resident") and I hereby authorize PowerStream Energy Services Inc. ("PESI") to register me as the named consumer and bill me on behalf of \_\_\_\_\_ Condominium Corporation ("Owner") for the consumption of Utilities at the above noted unit. I confirm that the information I have provided above is true and complete.

If I am the owner of a rental condominium unit, and I wish to have PESI bill my tenant for electricity directly, I acknowledge that I will contact PESI to request a Rental Confirmation Form and I will return a signed copy to PESI.

<b>Resident's Signature:</b>	<b>Date:</b>
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**No Liability:** The Resident acknowledges that PESI is providing unit sub-metering services to the Owner and this Confirmation Form does not constitute a contract between PESI and the Resident. The Resident further acknowledges that neither PESI nor any of its affiliated, related, subsidiary, or parent companies, nor any of their respective directors, officers, employees, agents, shareholders, representatives, successors, or assigns, are assuming any liability to the Resident under any circumstances for any damages or loss whatsoever, including but not limited to any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, however caused.

**Ownership of Equipment:** The Resident acknowledges that all equipment relating to unit sub-metering located in the Unit remains the property of PESI.

**Privacy:** The Resident hereby consents to the disclosure by his/her landlord, building manager, condominium developer or condominium corporation, as applicable, to PESI of his/her personal information and the collection, handling and use by PESI of his/her personal information, for purposes of i) administering the sub-metering services being provided to the Owner, including the provision to the Owner or its building manager of information regarding metered usage of the Utilities by the Resident and including billing, and collecting fees and charges associated with consumption by the Resident of the Utilities; ii) offering the Resident other services PESI considers might be of interest to the Resident; iii) financing or sale of its business in whole or in part; and iv) other necessary purposes, all in accordance with this Confirmation Form and PESI's agreement with the Owner. The Resident further consents to the disclosure by PESI of his/her personal information to i) the Resident's landlord, building manager, condominium developer or condominium corporation, as applicable; ii) PESI's third party billing and settlement companies, employees, agents, subcontractors and representatives; iii) PESI's current and potential lenders, financial and legal representatives, investors, assignees and purchasers of contracts or payments (a "Purchaser"); or iv) such other persons who need to access such personal information in connection with the use thereof by PESI, all for the aforementioned purposes. For the purposes of the foregoing, the Resident's personal information consists of financial and utility usage and demand information, identifying information such as name, address, email address and telephone numbers, and other information reasonably connected with the Resident's financial status, usage or potential usage of Utilities, or PESI's agreement with the Owner. The Resident agrees that PESI and its Purchasers may perform financial and credit investigations of the Resident for purposes of approval, maintenance, valuation and enforcement of PESI's agreement with the Owner. The foregoing personal information is collected, used, disclosed and safeguarded by PESI in accordance with PESI's privacy policy, which is available at [www.powerstreamenergy.com](http://www.powerstreamenergy.com).

## CONFIRMATION FORM (CONDOMINIUM UNIT OWNER)

### LIFE SAVING DEPENDENCY

A Resident who requires electricity, HVAC, water, or gas services because of medical or other life-saving needs (e.g., ventilator) should inform PESI immediately with a medical certificate or a signed letter to the address of PESI listed below. Please also note that you should always have a sufficient back-up supply of electricity, HVAC, water, or gas as we do not control, and cannot guarantee, an uninterrupted supply of Utilities.

<b>Life Saving Equipment:</b> <i>(Describe)</i>	<input type="checkbox"/> Check if not applicable
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### PRE-AUTHORIZED PAYMENT INFORMATION (OPTIONAL)

*Enjoy worry-free, on time payments through the convenience of our Pre-Authorized Payments Plan.  
 If registering for Pre-Authorized payments, please include a void cheque with this confirmation form.*

You, the payor, authorize PESI to debit the bank account identified below for payment of all charges arising under your account registered by PESI for the unit noted on this form. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by PESI for the Utilities.

<b>Account Type:</b>	<input type="radio"/> Personal <input type="radio"/> Business	<b>Account Holder:</b> <i>(if different to resident name)</i>	
<b>Financial Institution:</b> <i>(Bank Name)</i>			<b>Account #:</b>
<b>Transit Number:</b> <i>(5 Digits)</i>			<b>Bank #:</b> <i>(3 Digits)</i>
<b>Bank Address:</b>			
<b>Signature:</b> <i>(Account holder)</i>			<b>Date:</b>
<b>Secondary Signature:</b> <i>(If necessary)</i>			<b>Date:</b>

You, the payor, may revoke your authorization at any time in writing subject to providing PESI at least 30 business days notice before the next debit is scheduled. To obtain a cancellation form, contact PESI, your Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). For more information on your right to cancel, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). PESI may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.

### EMAIL SUBSCRIPTION (OPTIONAL)

Keep informed! By checking the box provided below, you consent to PESI informing you about savings programs, services, offerings and incentives at the email address provided above. You can withdraw your consent at any time.	<input type="checkbox"/> I consent
---	------------------------------------

*This form can be completed and submitted online. Visit:*

***Powerstreamenergy.com/move***  
*for a fast and convenient web form.*

**If you still want to use this printed form, send the completed form to:**

Email: [customercare@powerstreamenergy.com](mailto:customercare@powerstreamenergy.com) or

Fax : 905-952-5290 or

Mail: P.O. Box 95600 RPO Newmarket CTR, Newmarket, ON L3Y 8J8

**PowerStream Energy Services Inc.**

1-855-952-5280 | [customercare@powerstreamenergy.com](mailto:customercare@powerstreamenergy.com)





## CONFIRMATION FORM (TENANT)

### LIFE SAVING DEPENDENCY

A Resident who requires electricity, HVAC, water, or gas services because of medical or other life-saving needs (e.g., ventilator) should inform PESI immediately with a medical certificate or a signed letter to the address of PESI listed below. Please also note that you should always have a sufficient back-up supply of electricity, HVAC, water, or gas as we do not control, and cannot guarantee, an uninterrupted supply of Utilities.

<b>Life Saving Equipment:</b> <i>(Describe)</i>	<input type="radio"/> Check if not applicable
--	---

### PRE-AUTHORIZED PAYMENT INFORMATION (OPTIONAL)

Enjoy worry-free, on time payments through the convenience of our Pre-Authorized Payments Plan.

If registering for Pre-Authorized payments, please include a void cheque with this confirmation form.

You, the payor, authorize PESI to debit the bank account identified below for payment of all charges arising under your account registered by PESI for the unit noted on this form. The debit will be automatically withdrawn from your designated bank account on the date indicated on each invoice issued by PESI for the Utilities.

<b>Account Type:</b>	<input type="radio"/> Personal <input type="radio"/> Business	<b>Account Holder:</b> <i>(if different to resident name)</i>	
<b>Financial Institution:</b> <i>(Bank Name)</i>			<b>Account #:</b>
<b>Transit Number:</b> <i>(5 Digits)</i>			<b>Bank #:</b> <i>(3 Digits)</i>
<b>Bank Address:</b>			
<b>Signature:</b> <i>(Account holder)</i>			<b>Date:</b>
<b>Secondary Signature:</b> <i>(If necessary)</i>			<b>Date:</b>

You, the payor, may revoke your authorization at any time in writing subject to providing PESI at least 30 business days notice before the next debit is scheduled. To obtain a cancellation form, contact PESI, your Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). For more information on your right to cancel, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). PESI may assign your authorization, whether directly or indirectly, by operation of law, change of control or otherwise, and shall provide written notice to you following such assignment.

### EMAIL SUBSCRIPTION (OPTIONAL)

Keep informed! By checking the box provided below, you consent to PESI informing you about savings programs, services, offerings and incentives at the email address provided above. You can withdraw your consent at any time.

I consent

### SUB METERING AGREEMENT – OWNER'S SECTION

I certify that I am the owner of the unit identified on this form (the "Unit Owner") and I confirm that, notwithstanding this Confirmation Form (Tenant), the Confirmation Form (Condominium Unit Owner) that I submitted to PESI, dated \_\_\_\_\_, remains in effect.

<b>Owner's Signature:</b>	<b>Date:</b>
---------------------------	--------------

*This form can be completed and submitted online. Visit: [Powerstreamenergy.com/move](http://Powerstreamenergy.com/move) for a fast and convenient web form.*

If you still want to use this printed form, send the completed form to:

Email: [customer@powerstreamenergy.com](mailto:customer@powerstreamenergy.com) or

Fax : 905-952-5290 or

Mail: P.O. Box 95600 RPO Newmarket CTR, Newmarket, ON L3Y 8J8

**PowerStream Energy Services Inc.**

1-855-952-5280 | [customer@powerstreamenergy.com](mailto:customer@powerstreamenergy.com)



## YRSCC1308 - Parcel/Envelope Policy

The Condominium Corporation – YRSCC1308, FirstService Residential, any of its employees and any of its authorized agents, from any present or past are not liable for any loss, damage or theft of any parcel(s) received by the Front Desk staff.

- A photo ID, matching the name of the person on the parcel, will be required at the time of the pickup.
- The mailing address on parcel(s) must indicate the unit/apartment number, street address, city, province and postal code. Any missing information may result in the front desk being unable to accept the parcel(s)
- Oversized parcel(s) and/or item(s) will not be accepted due to storage limitations. Parcels/envelopes weighing more than 20 LBS or larger than 15” x 20” x 25” will not be accepted.
- Any perishable items (flower, fruit, vegetable) or items deemed to be stored under special conditions, such as groceries, medicine, flowers and prepared food will not be accepted by the front desk.
- No keys can be dropped off at the front desk for pick up.
- Any fragile items or oversized items are to be delivered directly to the resident’s door and shall not be accepted at the front desk.
- Any hospital related medical equipment such as IVs and Oxygen tanks or other related items, prescription medicines are not accepted at the front desk and shall be delivered to the resident directly to the door.
- Electronics, such as TV and other home appliances or cell phones will not be accepted at the front desk.
- Parcels will be held on site for 3 days from the date they were received at Front Desk after which time they will be returned to the sender.



- Only Parcels from authorized mail/courier delivery shall be accepted. NO personal property items shall be accepted.
- Residents are advised to have insurance on any deliveries of \$100 in value or greater.
- If the resident has moved out and the parcel(s) were shipped after the move out date, the front desk may hold it for 3 consecutive days, after which it may be returned to the sender.

First Service Residential Management reserves the right to refuse the acceptance of any other parcels, items, or contents that are not mentioned in the above list due to required storing conditions, liability or size. The Corporation or Management shall not be responsible for the condition of the packages.

---XXX---



**FIRSTSERVICE RESIDENTIAL ONTARIO**  
**2645 Skymark Avenue, Suite 101**  
**Mississauga, Ontario L4W 4H2**  
**TEL: 416.293.5900**  
**FAX: 416.293.5904**

**FOR OFFICE USE ONLY**

CORP YRSCC 1308 UNIT \_\_\_\_\_  
 START DATE \_\_\_\_\_  
 FEES \$ \_\_\_\_\_  
 ADJUSTMENT \$ \_\_\_\_\_

**PRE-AUTHORIZED PAYMENT PLAN AGREEMENT**

**AUTHORIZATION TO DRAW AND ISSUE CHEQUES FOR MONTHLY PAYMENTS**

I/WE, the undersigned hereby authorize YRSCC 1308 to draw and issue cheques payable to the Corporation for payment of all Common Expense, including but not limited to monthly common expense payments, Special Assessments and any other payments for \_\_\_\_\_ which are payable to the Corporation.  
 Unit No. \_\_\_\_\_

**Banking Information**

**BRANCH TRANSIT NO:** \_\_\_\_\_ **ACCOUNT NO:** \_\_\_\_\_

I/WE, hereby authorize \_\_\_\_\_ to pay and debit my/our account noted herein  
 Bank Name \_\_\_\_\_  
 accordingly on my/our behalf and payable to the Corporation. The treatment of any such cheque shall be the same as if I/We had personally signed and issued the same cheque, authorizing you to pay as indicated and to debit the amount specific to my/our account. Any delivery of this authorization to you constitutes delivery by me/us.

**Service Mailing Address**

Street: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

SIGNED AT: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

**All depositors must sign if more than one signature is required on the cheques issued against the account.**

**PLEASE MAIL, FAX OR EMAIL THIS FORM AND A VOID CHEQUE TO FIRSTSERVICE RESIDENTIAL ONTARIO**

**2645 Skymark Avenue, Suite 101, Mississauga, Ontario L4W 4H2**  
**FAX: 416.293.5904**

**EMAIL: [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com)**  
**ATTENTION: ACCOUNTS RECEIVABLE**

**THIRTY DAYS ADVANCE NOTIFICATION IS REQUIRED TO CANCEL THE**  
**PRE-AUTHORIZED PAYMENT PLAN.**

**PLEASE ATTACH A BLANK "VOID" CHEQUE or DIRECT DEPOSIT FORM FROM BANK**  
**PLEASE READ TERMS AND CONDITIONS ATTACHED**

## **PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS**

“I (We) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the rules of the Canadian Payments Association”.

“I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below”.

“This authorization may be cancelled at any time upon notice by Payor. I (We) acknowledge that, in order to revoke this authorization, I (We) must provide notice of revocation to Payee.

“I (We) acknowledge that provision and delivery of this authorization to Payee constitutes delivery by Payor to Processing Institution. Any delivery of this authorization to you constitutes delivery by Payor”.

“I (We) undertake to inform the Payee in writing of any change in the account information provided in this authorization **at least 30 days prior to the next due date of the PAP**”.

“I (We) acknowledge that the Processing Institution is not required to verify that a PAP has been issued in accordance with the particulars of the Payor’s Authorization including, but not limited to the amount”.

“I (We) acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by the Payee as a condition to honoring a PAP issued or caused to be issued by the Payee on the Payor account”.

“Revocation of this authorization does not terminate any contract for goods or services that exists between the Payor and the Payee. The Payor’s Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged”.

“A PAP may be disputed by a Payor under the following conditions:

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

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the processing institution holding the Payor’s account up to and including 90 calendar days in the case of a personal household PAP (or up to and including 10 business days in the case of a business PAP), after the date on which the PAP in dispute was posted to the Payor’s account.

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

FOR OFFICE USE ONLY

Number YR. 2454219  
**CERTIFICATE OF RECEIPT**

APR 7 2016 9:41

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 pages

(3) Property Identifier(s) 29839-0001(LT) - 29839-1239 (LT) Both Inclusive  
 Block Property  
 Additional: See Schedule

(4) Nature of Document  
**CONDOMINIUM BYLAW NO. 1**

(5) Consideration  
**NIL.** Dollars \$

(6) Description  
**All Units on all Levels and Common Elements comprising York Region Standard Condominium Plan No. 1308**  
**Town of Richmond Hill**  
**Regional Municipality of York**  
**York Region Land Registry Office (No. 65)**

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

(8) This Document provides as follows:  
**SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE**

Continued on Schedule

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

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

Signature(s)

Per: *[Signature]*  
**Name: Fabrizio Cortellucci**  
**Title: President**  
**I have authority to bind the Corporation**

Date of Signature

Y M D  
 2016 04 05

(11) Address for Service

137 Bowes Road, Concord, Ontario, L4K 1H3

(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

9471 Yonge Street  
 Richmond Hill, Ontario

(15) Document Prepared by:

Melissa Jean-Gilles  
 BRATTYS LLP  
 Suite 200  
 7501 Keele Street  
 Vaughan, Ontario  
 L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
<b>Total</b>	

**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. 1308** (known as the "Corporation") certifies that:

1. The copy of By-law No. 1 attached hereto 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 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1308**

Per: 

Name: Fabrizio Cortellucci

Title: President

I have authority to bind the Corporation.



YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

BY-LAW NO. 1

Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 (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 Town of Richmond Hill 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 3 months after the registration of the declaration and description and subsequently within 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 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 30 days after the day on which the declarant has transferred 20% of the units and 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 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 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 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 15% 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 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 45 days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitioner who called the meeting, reimburse the such requisitioner 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 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 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 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 25% of the units are present in person or represented by proxy at such meeting. If 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 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 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 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 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, paying the Corporation's proportionate share of any shared facilities and services and without limiting the generality of the foregoing, 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 declaration;
- 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.

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 3 of whom 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 18 or more years of age, shall not be an undischarged bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* and need not be an owner of a unit in the Corporation. If a director becomes bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* 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 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, 1 director shall be elected to hold office for a term of 1 year; 1 director shall be elected to hold office for a term of 2 years; and 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 3 years. Such directors may, however, continue to act until their successors are elected. If more than 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 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 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 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 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 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 a 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.

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 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 IX

### FINANCIAL

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 X

### NOTICE

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 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 XI

### ASSESSMENT 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 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 4% 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 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.

## 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 30 days past due.

2. Notice of Default: The board, when giving notice of default in payment of common 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 XIV

### 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 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. 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 XV

#### 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.

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. 1308 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED at the Town of Richmond Hill, this 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

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

Name: Fabrizio Cortellucci

Title: President

I have authority to bind the Corporation.

FOR OFFICE USE ONLY

Number YR. 2454229  
**CERTIFICATE OF RECEIPT**

APR 7 2016 9:47

YORK REGION  
No. 65  
AURORA

*Jeff Hebert*  
LAND REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(1) Registry  Land Titles

(2) Page 1 of pages

(3) Property Identifier(s) 29839-0001(LT) - 29839-1239 (LT)  
Both Inclusive

Additional:  
See  
Schedule

(4) Nature of Document  
CONDOMINIUM BY-LAW NO. 2

(5) Consideration

NIL

Dollars \$

(6) Description

All Units on all Levels and Common Elements comprising York Region Standard Condominium Plan No. 1308

Town of Richmond Hill  
Regional Municipality of York  
York Region Land Registry Office (No. 65)

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch

(b) Schedule for:

Description  Additional Parties  Other

(8) This Document provides as follows:

SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE

Continued on Schedule

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

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

Signature(s)

Per: *[Signature]*  
Name: Fabrizio Cortellucci  
Title: President  
I have authority to bind the Corporation

Date of Signature

2016 04 05

(11) Address for Service

137 Bowes Road, Concord, Ontario, L4K 1H3

(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

9471 Yonge Street  
Richmond Hill, Ontario

(15) Document Prepared by:

Melissa Jean-Gilles  
Brattys LLP  
Suite 200  
7501 Keele Street  
Vaughan, Ontario  
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

**Condominium Act, 1998**


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

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308** (known as the "Corporation") certifies that:

1. The copy of By-law No. 2 attached hereto 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 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1308**

Per:   
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

**BY-LAW NO. 2**

Be it enacted as a by-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 (hereinafter referred as to the "corporation") as follows:

The Directors of the corporation may from time to time:

- (a) borrow money on the credit of the corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the corporation;
- (c) delegate to such one or more of the officers and directors of the corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than \$5,000.00 shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED at the Town of Richmond Hill, this 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

Per: \_\_\_\_\_  
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

FOR OFFICE USE ONLY

Number YR 2454230  
**CERTIFICATE OF RECEIPT**

APR 7 2016 9:51

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 \_\_\_\_\_ pages

(3) Property Identifier(s) 29839-0001 (LT)- 29839-1239 (LT) Block Property  
**Both Inclusive** Additional: See Schedule

(4) Nature of Document  
**CONDOMINIUM BY-LAW NO. 3**

(5) Consideration  
**NIL** Dollars \$

(6) Description  
**All Units on all Levels and Common Elements comprising York Region Standard Condominium Plan No. 1308**  
**Town of Richmond Hill**  
**Regional Municipality of York**  
**York Region Land Registry Office (No. 65)**

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

(8) This Document provides as follows:  
**SEE SCHEDULE ATTACHED FOR BYLAW CERTIFICATE**

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D  
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 *[Signature]* 2016 04 05  
Per: **Fabrizio Cortellucci**  
Title: **President**  
I have authority to bind the Corporation

(11) Address for Service

(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 **9471 Yonge Street  
Richmond Hill, Ontario** (15) Document Prepared by: **Melissa Jean-Gilles  
BRATTYS LLP  
Suite 200  
7501 Keele Street  
Vaughan, Ontario  
L4K 1Y2**

Fees and Tax	
Registration Fee	
<b>Total</b>	

**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. 1308** (known as the "Corporation") certifies that:

1. The copy of By-law No. 3 attached hereto 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 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION  
NO. 1308**

Per:   
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.



**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

**BY-LAW NO. 3**

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308** (hereinafter referred as to the "corporation") as follows:

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100% of the units pursuant to the provisions of the Condominium Act, S.O. 1998, Chapter 19, as amended.

DATED at the Town of Richmond Hill, this 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

Per:   
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

## SCHEDULE "A"

### STANDARD UNIT: RESIDENTIAL UNIT

For the purpose of section 99(5) of the *Condominium Act, 1998*, a standard unit for the residential units is defined below:

#### Suite Finishes

- 9' to 11' ceilings, as per plan
- Solid-core entry door with privacy viewer
- Painted white flat slab interior doors with wood frames
- Mirrored sliding closet doors in bedrooms
- Vinyl-coated wire closet shelving
- 5 1/2" flat baseboards and 2 3/4" flat casings
- Door hardware
- Flat white ceilings throughout, except bedrooms

#### Kitchen Finishes

- Kitchen cabinetry, as per plan
- Stainless steel undermount sink
- Single handle deck mount faucet with 2 function pull-down sprayer
- Ceramic tile backsplash

#### Bathroom Finishes

- Bathroom cabinetry
- Undermount basin
- Oversized shower finished with tile and glass door in main washrooms, as per plan
- Ceramic tiles for tub and shower surrounds
- Soaker tub in ensuite bathrooms
- One piece toilet
- Chrome-finished single lever faucet, rain spa showerhead, as per plan
- Chrome bath accessories
- Full-width vanity mirrors above countertop

#### Electrical & Mechanical

- Service panel with circuit breakers and copper wiring
- Dual receptacles, as per plan
- All exhaust fans vented to the exterior

#### NOTES:

1. The Standard Unit for the residential units shall include the boundaries as defined in Schedule "C" of the Declaration and as set out in this Schedule. Anything not defined as part of the standard residential unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential unit.
2. 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. Unless specified otherwise, all materials, models or brands will be as per as-built/record specifications.
3. 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 or the insurance trustee if one has been appointed.
4. The Standard Unit **shall not include any flooring material of any sort** (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlying and adhesive of any sort).
5. Reference to "plans" is a reference to as-built/record specifications and 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).
6. The standard unit for each other type of unit in the Condominium shall be deemed to consist of: NIL.

FOR OFFICE USE ONLY

Number YR. 2454235  
**CERTIFICATE OF RECEIPT**

APR 7 2016 9:59

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 \_\_\_\_\_ pages

(3) Property Identifier(s) 29839-0001 (LT)- 29839-1239 (LT) Both Inclusive  
 Additional: See Schedule

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

(5) Consideration  
**NIL** Dollars \$

(6) Description  
**All Units on all Levels and Common Elements comprising York Region Standard Condominium Plan No. 1308**  
  
**Town of Richmond Hill  
 Regional Municipality of York  
 York Region Land Registry Office (No. 65)**

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

(8) This Document provides as follows:  
**SEE SCHEDULE ATTACHED FOR BY-LAW CERTIFICATE**

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)  
 Name(s) \_\_\_\_\_ Signature(s) *[Signature]* Date of Signature  
 Y M D  
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 Per: 2016 04 05  
 Name: Fabrizio Cortellucci  
 Title: President  
 I have authority to bind the Corporation

(11) Address for Service **137 Bowes Road, Concord, Ontario, L4K 1H3**

(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  
**9471 Yonge Street  
 Richmond Hill, Ontario**

(15) Document Prepared by:  
**Melissa Jean-Gilles  
 BRATTYS LLP  
 Suite 200  
 7501 Keele Street  
 Vaughan, Ontario  
 L4K 1Y2**

Fees and Tax	
Registration Fee	
<b>Total</b>	

**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. 1308** (known as the "Corporation") certifies that:

1. The copy of By-law No. 4, attached hereto 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 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION NO. 1308**

Per:   
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

**BY-LAW NO. 4**

Be it enacted as a By-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 (hereinafter referred as to the "Corporation") as follows:

1. that the Corporation enter into a Shared Facilities Agreement, a copy of which is attached hereto, with the Declarant, Torview Properties Inc.; and
2. that all terms, provisions and conditions of such Shared Facilities Agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308 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% of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19.

DATED at the Town of Richmond Hill, this 5<sup>th</sup> day of April, 2016.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

Per: 

Name: Fabrizio Cortellucci

Title: President

I have authority to bind the Corporation.

SHARED FACILITIES AGREEMENT made this 5<sup>th</sup> day of April, 2016.

A M O N G:

**TORVIEW PROPERTIES INC. (as owner of the Adjacent Condominium)**

(hereinafter referred to as "TORVIEW")

OF THE FIRST PART

- A N D -

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

(hereinafter referred to as the "CONDOMINIUM")

OF THE SECOND PART

**WHEREAS**

- (A) Torview has constructed upon the lands and premises described in Schedule "A" a residential condominium;
- (B) Torview is developing and constructing a condominium (the "**Adjacent Condominium**") containing 15 commercial units upon the lands described in Schedule "B" hereto, and intends to register them as a condominium plan;
- (C) The Condominium Lands comprise the Residential Component;
- (D) The Adjacent Condominium Lands comprise the Commercial Component;
- (E) The Condominium was created by the registration of a declaration and a description (the "**Declaration and Description**") for the Residential Component under the provisions of the Act as Instrument No.: YR2448016;
- (F) Torview holds legal title to the Adjacent Condominium Lands and all of the Units;
- (G) The parties wish to have the benefits and obligations provided in this Agreement appurtenant to the lands and premises described in Schedules "A" and "B" and to provide for the operation thereof; and
- (H) The parties hereto wish to enter into an agreement regarding, inter alia, the operation of the Project, to provide for the disposition of insurance proceeds received by reason of damage to all or part of the Project, to provide for the disposition of expropriation proceeds received by reason of the taking of all or part of the Project Lands, to provide an arrangement for the sharing of certain costs and expenses and of real estate taxes and other governmental and municipal charges if the assessing or taxing authorities shall at any time fail to assess or tax the Components separately, and to set forth certain other agreements of the parties hereto with respect to the Project and the sharing of other mutual costs.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

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

- (a) "**Act**" shall mean the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or replaced from time to time.

- (b) **“Adjacent Condominium Corporation”** means the corporation to be created upon the registration of a declaration and description upon the Adjacent Condominium Lands.
- (c) **“Adjacent Condominium Lands”** means all of the lands and premises described in Schedule “B”.
- (d) **“Assumption Agreement”** shall mean, in respect of the transfer of the ownership of any Component or part thereof (excluding Units) an agreement in the form attached hereto as Schedule “F1”, in respect of a lease of any Component for 21 years or more (excluding leases for a portion of Commercial Component by a tenant occupying the space for its own retail use) an agreement in the form attached hereto as Schedule “F2”, and in respect of the creation of a security interest in a Component or part thereof, (excluding Units) an agreement in the form attached hereto as Schedule “F3”.
- (e) **“Charge”** means a charge, mortgage or other encumbrance created by a party to this Agreement and secured by that party’s interest in a Component.
- (f) **“Chargee”** means a person possessing a Charge.
- (g) **“Commercial Component”** means the Adjacent Condominium Lands.
- (h) **“Component”** shall mean any of the Residential Component and the Commercial Component provided, however, that for the lands which form the subject of a declaration and description, the Component shall mean the totality of the lands governed by such declaration and description notwithstanding the separate ownership of Units. **“Components”** shall mean, collectively, the Residential Component and the Commercial Component.
- (i) **“Condominium Lands”** means all of the lands and premises described in Schedule “A” to this Agreement.
- (j) **“Easements”** shall mean any of the easements over all or any part of the Project Lands for the benefit of all or any part of the other lands forming the Project Lands whether created by specific grant of easement or by virtue of the provisions of Article 2 of this Agreement.
- (k) **“Non-Residential Component”** means the Commercial Component.
- (l) **“Non-Residential Structures”** shall mean those Structures forming the Commercial Component.
- (m) **“Owner of a Component”** shall mean the registered owner from time to time of a Component, the Condominium with respect to the Residential Component, and, following the registration of a declaration and description on the Adjacent Condominium Lands, the Adjacent Condominium Corporation with respect to the Commercial Component.
- (n) **“Owners of the Components”** shall mean the registered owners from time to time of the Components, the Condominium with respect to the Residential Component, and, following the registration of a declaration and description on the Adjacent Condominium Lands, the Adjacent Condominium Corporation with respect to the Commercial Component.
- (o) **“Prohibited Alterations”** means any alteration, addition or improvement to a Component which diminishes in any material way the benefits afforded to the owner of another Component pursuant to an Easement or which unreasonably interrupts the use of an Easement by such other party or which detrimentally interferes with any mutual or common building system.
- (p) **“Project”** means collectively the Residential Component and the Commercial Component.

- (q) **“Project Lands”** shall mean all of the lands and premises described in Schedules “A” and “B”.
- (r) **“Proportionate Share”** means with respect to each of the Components the share of the costs of the Shared Facilities as set out in Schedule “D”.
- (s) **“Residential Component”** means the Condominium Lands.
- (t) **“Residential Structures”** shall mean those Structures comprising the Residential Component.
- (u) **“Shared Facilities”** means all facilities and services/servicing systems in the Project which have been constructed and/or installed to serve more than one Component of the Project and whose use is secured by one or more of the Easements, and each is a “Shared Facility”.
- (v) **“Shared Facilities Committee”** has the meaning given to it in Section 3.12.
- (w) **“Structures”** shall mean the buildings or structures constructed upon the Project Lands or any part thereof.
- (x) **“Support Repairs”** has the meaning given to it by Section 6.1.
- (y) **“Terms, Regulations and Rules”** means those matters set out in Schedule “C” to this Agreement.
- (z) **“Unit Owners”** shall mean Torview as of the date of this Agreement and all future owners, from time to time, of Units.
- (aa) **“Unit(s)”** shall mean a registered condominium unit or units as it or they may exist from time to time in regard to the Condominium created upon the Residential Component and the Adjacent Condominium created upon the Adjacent Condominium Lands.

## 1.2 Other Words

All other words shall have the meanings ascribed to them in the Act.

## 1.3 Schedules

- (a) Schedule “A” - Legal Description – Condominium Lands
- (b) Schedule “B” - Legal Description – Adjacent Condominium Lands
- (c) Schedule “C” - Terms, Regulations and Rules Applicable to the Easements
- (d) Schedule “D” - Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations
- (e) Schedule “E” - Special Provisions
- (f) Schedule “F1” - Form of Assumption Agreement - Transfer
- (g) Schedule “F2” - Form of Assumption Agreement - Lease
- (h) Schedule “F3” - Form of Assumption Agreement - Security Interest

These Schedules are incorporated into and form a part of this Agreement in the same way as if they were in the body of this Agreement.



## ARTICLE 2 - EASEMENTS, RIGHTS OF WAY, RESERVATIONS

### 2.1 General Easements for Repair, Maintenance and Access

The Project Lands have the benefit of and/or are subject to the specific Easements as set out in their respective descriptions for the purposes therein set out. This Agreement is intended to supplement the provisions of such Easements by clarifying the respective rights of the various parties entitled thereto and allocating responsibilities for various obligations thereunder. Accordingly, and to the extent necessary, this Agreement shall act as an amendment to the terms of such Easements. Notwithstanding that the parties have attempted to set out all of the Easements presently anticipated, it is understood and agreed that the parties shall create all such Easements as are reasonably required to allow the Components to function as designed and to permit their ongoing maintenance and repair.

### 2.2 General Easements of Support

Notwithstanding the specific Easements for support already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements of support over the respective Structures (or portions thereof) of the grantor thereof, in and to all existing structural members, footings and foundations for the purpose of supporting the Structures of such grantee.

### 2.3 General Easement of Emergency Access

Notwithstanding the specific Easements for emergency fire route access already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements over the Structures (or portions thereof) of the grantor thereof, for the purpose of allowing emergency fire route access over the corridors and stairs designated from time to time by the owner of the Structures in compliance with applicable fire regulations.

### 2.4 Term of Easements

All of the Easements are granted in perpetuity, or for such lesser period as is specifically set out herein or in any specific grant of an Easement or for such lesser period as the Owners of the Components may agree in connection with any redevelopment or rebuilding of the Project.

### 2.5 Specific Grants of Easements

It is acknowledged and agreed that the Owners of the Components may each obtain from the other further specific grants of easement for any of the general Easements provided for hereunder if such general Easements have been separately shown as parts on a deposited reference plan of survey and the parties agree to execute such further specific grants of easement as may be necessary to do so. Such supplementary specific grants of easement will be provided not more than 60 days following a request by any party entitled to the benefit of such easement provided that such request is accompanied by a draft transfer of easement and draft reference plan of survey delineating the proposed easement.

### 2.6 Air Flow

The Owners of the Components mutually acknowledge and agree that there has been integration of the air circulation systems within certain portions of the Project. Accordingly, the Owners of all Components have easements for the free flow of air through all mutual air circulation systems as designed. As a result, the Owners of the Components agree not to build any additional structure or installation, nor to do any other act or thing which will result in interference with, or obstruction of, the free flow of air as required to permit the effective operation of such mutual air circulation systems as designed.

### 2.7 Chargee's Consent

Any party required to grant a further Easement under the provisions of this Article 2 shall use its reasonable efforts to obtain any necessary postponements from any Chargee of its Component, and any Chargee by virtue of entering into an Assumption Agreement agrees not to unreasonably withhold its consent to the creation of such Easements and to the postponing of its Charge thereto.

## ARTICLE 3 - OPERATION

### 3.1 Compliance with Law

Each Owner of a Component in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government, or municipality, or any agency thereof having jurisdiction over the Project Lands.

### 3.2 Compliance with Agreement

Each Owner of a Component herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, visitor, guest, servant or agent.

### 3.3 Regulation of Easements

The enjoyment, use and operation at any time of the Easements shall be subject to the Terms, Regulations and Rules applicable to such Easements.

### 3.4 Use of Easements

In exercising the Easements, each Owner of a Component shall act in a prudent and reasonable manner so as to minimize the interference occasioned to the other Owners of Components by the use of such Easements.

### 3.5 Obligations to Restore

In the event that damage or inconvenience is caused to the Structures of the grantor of an Easement as the result of the exercise of the grantee's right to such Easement, the grantor may repair such damage at the cost of the grantee who caused the damage and such repair shall include any redecoration necessary to restore the damaged Structures to their previous condition. This provision shall also apply to damage done by a party to another party's portion of the Structures while conducting repair of damage. This provision shall also apply to damage done by a party while conducting repair of damage to another party's portion of the Structures.

### 3.6 Maintenance, Repair and Replacement of Shared Facilities

The parties hereto acknowledge their understanding that certain work in connection with the maintenance, repair and replacement of various portions of the Project or of the Structures and various Shared Facilities will benefit the other parties hereto. The Owners of the Components shall operate, maintain, repair and replace their Components (including, but not limited to, Support Repairs and all repairs necessary to ensure the continuity of the Easements) as follows:

(a) except as hereinafter expressly set out, the Owner of a Component shall be responsible for the ongoing repair, maintenance and operation of such Component, even though other parties to this Agreement may possess Easements over a portion of such Component, subject, however, to the obligation of the other parties to contribute towards such costs in accordance with this Agreement; and

(b) each Owner of a Component shall promptly perform the operations, maintenance, repair or replacement of all of those Shared Facilities which are their respective responsibilities, and promptly pay all of the costs of performing such work and exercise their best efforts to ensure no liens are registered during the course of any work performed pursuant to this subsection and to remove any construction liens which may be registered against any of the Structures in accordance with the provisions of Subsection 3.10 hereof.

### 3.7 Performance of Work and Maintenance Standards

(a) All work required to be performed pursuant to this Agreement shall be performed in a manner equivalent to standards from time to time maintained in other similar buildings in the Town of Richmond Hill, provided where any service, utility, system or

equipment serves both of the Non-Residential Structures and the Residential Structures, the same shall be continuously repaired, operated and maintained. All work performed shall be performed in such a way as to cause minimal disturbance to tenants and other occupants of the Structures.

(b) Each Owner of a Component shall operate, maintain, pay utilities, repair and replace such Component in the aforesaid manner including without limitation, keeping such Component clean and tidy, providing all necessary services and utilities, promptly removing all garbage and refuse and providing all necessary security.

### 3.8 Cost Sharing of Repair, Maintenance and Operation

(a) Schedule "D" of this Agreement sets forth an allocation of the Proportionate Shares of the costs of the Shared Facilities. The Shared Facilities Committee shall prepare, for each calendar year, a proposed budget for all of the costs which are to be shared in accordance with Schedule "D" and such budget shall show the budgeted share of such costs to be borne by each of the contributing parties. Such budget shall be circulated to each of the contributing parties by not later than October 31st of the year preceding the budgeted year.

(b) The contributing parties shall pay their share of the Schedule "D" costs in accordance with such budget in equal payments due on the last day of each month. Notwithstanding the foregoing, if at any time the amount required to be expended for any expense relating to the Shared Facilities exceeds the funds contributed, then each of the contributing parties shall forthwith contribute its respective Proportionate Share of such shortfall amount. In addition, the Shared Facilities Committee may increase the monthly payments at any time to avoid future shortfalls.

(c) If the contributing parties mutually agree, the payments required pursuant to Subsection 3.8(b) may be made into a separate bank account established by the Shared Facilities Committee for this purpose.

(d) Any contributing party who disagrees with any budgeted share may refer the matter to arbitration as otherwise provided for hereunder, pending the resolution of which the contributing party shall pay in accordance with the budget, subject to reconciliation if necessary after the arbitration has been completed.

(e) The Shared Facilities Committee shall maintain all documentation in support of the budgeted amounts and expenses incurred. Within 60 days of the end of each calendar year, the Shared Facilities Committee shall prepare a reconciliation of the budget for such year with the actual expenditure for the budgeted matters. The contributing party or parties shall be credited with the amount of any overpayment against future payments or shall forthwith pay the amount of any underpayment.

### 3.9 Authorized Users

The Easements are granted to the grantees thereof, their successors and assigns and its or their servants, agents, workmen, invited guests, residents and tenants and others authorized by it or them for the purposes herein referred to.

### 3.10 Construction and Other Liens

Each Owner of a Component shall, at its cost, remove any construction lien or other encumbrance or charge arising from a dispute regarding a contract entered into by or on behalf of such owner and registered against its Component and which also affects any other Component, within 30 days of written request from the other party whose Component is so affected.

### 3.11 Emergency

In the event of an emergency situation where the life or safety of the public is endangered or another Component or Easement area or areas over which another Component has a right of entry or use and/or the related improvements are in imminent danger of collapse or damage then the Owner of such other Component shall give notice of such emergency or danger to the Owner of the Component where such emergency condition exists, such notice as is possible and shall be

entitled to enter the said Component and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the defaulting Owner of a Component.

### 3.12 Shared Facilities Management Committee

(a) The Owners of the Components shall form a committee (the "Shared Facilities Committee") to monitor the management of the Shared Facilities as described in Schedule "D" and to make such recommendations as may be necessary with respect to such management.

(b) The Shared Facilities Committee shall consist of 2 members and each of the Owners of the Components shall appoint 1 member to such committee.

(c) The Shared Facilities Committee will hold regular meetings or at such times as may be mutually agreed upon.

(d) At any meeting of the Shared Facilities Committee, any member may identify a matter not included in Schedule "D" attached hereto and/or identify a concern with the manner in which a Shared Facility has been addressed in Schedule "D".

(e) The Shared Facilities Committee shall be entitled to engage a manager to assist it in the performance of its obligation to monitor the management of the Shared Facilities.

## ARTICLE 4 - TAXES

### 4.1 Separate Assessments

Each Owner of a Component will do all acts and things necessary and desirable so that the Components will be assessed separately on the assessment rolls of the taxing authority and taxed separately based upon such assessments.

### 4.2 Combined Assessment

If at any time any of the Components are not assessed as separate Components, then the Owners of the Components so affected shall use their best efforts to agree on a division of the realty tax liability imposed, and shall share the payment of such taxes in the manner agreed upon. If such Owners of a Component are unable to reach an agreement within 30 days from the receipt of the notice of combined assessment, then any of them may seek a decision by arbitration in accordance with Article 10.

### 4.3 Failure to Pay Taxes

If an Owner of a Component fails to pay any tax or other charge which is due in regard to its interest in that Component, and if such unpaid tax or charge is a lien or encumbrance upon the Component of another Owner of a Component, or if any lawful authority would thereafter have the right to sell or otherwise foreclose such other Component by reason of such non-payment, then the other Owner of a Component hereto may, after 10 days written notice to the defaulting Owner of a Component, pay such tax or charge, together with any interest and penalties thereon, and the defaulting Owner of a Component shall upon demand, reimburse the party making such payment for the amount of such payment and for all costs and expenses incurred, together with interest thereon as provided in Section 13.1.

### 4.4 Cooperation

Each Owner of a Component shall cooperate with the other Owners of the Components in minimizing their respective realty tax burdens provided, however, that the cooperating Owner of a Component shall not be required to expend funds or take on obligations or actively make representations to public officials and further provided that such cooperating Owner of a Component shall not be required to take any action which would result in an increase in the realty tax burden which it would otherwise bear.

## ARTICLE 5 – INSURANCE

### 5.1 Property Insurance

(a) Each Owner of a Component shall keep in effect at all times, with respect to its Component the following policies of insurance and coverages:

(i) All Risks of Physical Loss or Damage, subject to standard industry exclusions, to such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component. Such coverage shall include but not be limited to flood, earthquake, collapse and sewer back up and any other coverages or extensions that a prudent owner of such Component in the Town of Richmond Hill would carry from time to time. Such coverage may be subject to standard industry exclusions. Such coverage shall be on a replacement cost basis without deduction for depreciation and include, but not be limited to, the value of: such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component and as would be carried by such Component in the Town of Richmond Hill from time to time.

(ii) Business Interruption (and contingent business interruption as may be required) in such amounts as would reimburse each Component for direct or indirect loss of earnings and any extra expense attributable to loss or damage to such Component or the Project/Structures and as may be commonly insured against by a prudent owner of such component of a similar use, occupancy and operations. Such coverage shall have an indemnity period of a minimum of 12 months.

(iii) Boiler & Machinery (also referred to as Mechanical Breakdown policy) for direct and indirect damage coverages shall be maintained on a replacement cost basis without deduction for depreciation (where allowable) with values corresponding to the policies outlined in Subsections 5.1(a)(i) and 5.1(a)(ii) on a comprehensive form subject to policy exclusions including, but not limited to, additional extensions for blanket bylaws, expediting expenses, extra expenses, water damage, hazardous substances, professional fees and off-site power interruption.

(iv) Any other coverages that a prudent owner of such a Component in the Town of Richmond Hill would carry from time to time.

### 5.2 Liability Insurance

All Owners of the Components shall maintain separate policies of liability insurance with respect to their individual ownerships of such Components, their operations, use and occupancy of such Components and their obligations under the terms of this Agreement; with coverages, terms and conditions as follows:

(a) Commercial General Liability in an amount of not less than \$5,000,000 per occurrence and in the aggregate or higher limits as a prudent owner of such Component in the Town of Richmond Hill may carry from time to time. Such coverage shall include at minimum but not be limited to: Products and Completed Operations, Premises Liability, Property Damage, including loss of use thereof, Bodily Injury, Contingent Employers Liability, Employees as Additional Insureds, Employee Benefit Liability, Employers Liability, Cross Liability and Severability of Interest clause, Blanket Contractual Liability, Owners – Contractors Protective Liability, Standard Garage Automobile Liability (with respect to any Component providing valet services or parking garage operations and/or providing access to Project Lands or on lands providing access to the Project Lands or occurring on any street, sidewalk or passageway adjacent or contiguous with or to the Project Lands), Non-Owned Automobile Liability and Personal and Advertising Injury Liability.

### 5.3 Insured Parties and General Provisions

(a) The policies of insurance specified in Subsection 5.1(a) and Section 5.2 to be obtained shall name:

(i) each Owner of a Component as 'additional insured' with respect each Component's respective Commercial General Liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(ii) any registered encumbrancer if requested by the Owner of a Component which is encumbered, only as 'additional insured' and then only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(iii) any lessee of a portion of the Non-Residential Structures if requested by the Owner of a Component of the leased portion, as its interest may appear, as loss payee with respect to property policies (if applicable) and as 'additional insured' with respect to commercial general liability policies;

(iv) any mortgagee in possession of any part of the Project Lands, as its interest may appear, as loss payee (if applicable) with respect to each Component's property policies and as 'additional insured' with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations; and

(v) any leasehold mortgagee in possession of any part of the Non-Residential Component demised to a lessee who is named as a party insured, but only as loss payee 'as their interest may appear' with respect to each Component's property policies and/or 'additional insured' but only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations.

(b) All policies of insurance shall provide 30 days prior written notice of cancellation, except where general or statutory conditions apply, and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

(c) Each Owner of a Component shall be entitled, not more than once annually, to request from the other Owners of the Components a certificate of insurance evidencing compliance with this Article 5, and each Owner of a Component shall deliver such certificate of insurance to the requesting party within 15 business days of such request.

(d) All policies of insurance shall provide 30 days prior written notice of cancellation and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

### 5.4 Failure to Pay Premiums or Maintain Insurance

If a party fails to maintain insurance or to pay its premiums or its portion of any premium, for a policy required by this Article 5 when due, and which such party is obligated to pay pursuant to this Article 5 or otherwise, then such other party or parties to this Agreement insured by such policy may, after 10 days written notice to the defaulting party, pay such insurance premium or portion of the insurance premium or obtain such insurance at the expense of the defaulting party. The defaulting party shall upon demand, reimburse the party or parties obtaining such insurance or making such payment for the amount thereof and for all costs and expenses incurred in connection therewith.

### 5.5 Application of Insurance Proceeds

Any monies payable as a result of damage to the Project Lands or any part thereof shall first be utilized to satisfy the obligations of the parties under Article 6 and thereafter distributed as their interest may appear in accordance with the apportionment determined by the Insurer. In the event

it can reasonably be demonstrated that the apportionment is in error, the parties may agree upon a different apportionment, failing which the apportionment shall be determined by arbitration in accordance with Article 10. In the event that the monies are insufficient to complete any required work, the parties shall fund any deficiencies within 30 days of receipt of the monies paid. The amount to be funded by each party shall be subject to mutual agreement of the affected parties failing which the apportionment shall be determined by arbitration in accordance with Article 10.

5.6 All insurance placed by Owners of the Components to satisfy their obligations to insure pursuant to this Agreement shall only be with insurers with a financial rating of A- or better.

## **ARTICLE 6 - DAMAGE TO THE PROJECT LANDS**

### **6.1 Support Repairs**

Each Owner of a Component shall, from time to time, make all Support Repairs as may be required, and shall make all repairs necessary to ensure the continuity of the Easements. For the purpose of this Agreement the term “**Support Repairs**” means all repairs necessary to any of the Structures to provide adequate support for other Structures, and to permit the occupants of the other Structures the full use of utilities, systems and components serving the other Structures, together with full and safe access to the other Structures and the benefit of all easements hereinbefore granted over the Structures undergoing Support Repairs.

### **6.2 Obligation to Perform**

In the event of any damage or destruction to a Component, the affected Owner of a Component shall repair such damage forthwith in a good and workmanlike manner and if the damage or destruction has been caused by an insured peril, all insurance proceeds shall be applied accordingly.

### **6.3 Safety**

In any event areas damaged and not otherwise rebuilt or repaired in accordance with the foregoing provisions, shall be cleared and restored to a reasonable state acceptable to the continuing occupants of the Project from the standpoint of public health and safety, and in compliance with all municipal requirements and applicable codes, and in a manner which ensures the continuation of the Easements, and that responds to the foregoing obligation to undertake Support Repairs.

### **6.4 Notice**

For the purpose of this Article 6, notice to Unit Owners will be validly given if given to the Condominium or if the Condominium has been terminated, if placed for a period of 3 days in the Toronto Star or the Toronto editions of the Globe and Mail or such other major Toronto newspaper with a similar customer circulation. . Any party performing repairs in accordance with this Article 6, or having knowledge of any third party performing repairs on the Project Lands, shall notify the other Owners of the Components in writing of such work.

### **6.5 Completing Repairs**

(a) A party advising of its intention under this Article 6 to carry out repairs and a party otherwise obligated under this Article 6 to carry out repairs or Support Repairs, will commence such repairs or Support Repairs at the earliest date that is reasonable in all of the circumstances and will proceed to completion thereof expeditiously and with reasonable diligence.

(b) If under this Agreement or pursuant to the Act a party is required to make repairs and does not in fact repair (the “Non-Repairing Party”), then the remaining party (the “Repairing Party”) may effect such repairs of the Structures of the Non-Repairing Party as the Repairing Party deems necessary for the continued use, operation and enjoyment of the Structures owned or governed by the Repairing Party.

(c) All actions, decisions and construction undertaken pursuant to this Article 6 shall be undertaken expeditiously.

(d) Any costs of a Repairing Party for actions taken hereunder shall be recoverable from the Non-Repairing Party pursuant to Section 14.1 of this Agreement.

#### 6.6 New Easements

A party obligated to carry out Support Repairs and the owner or owners of the Structures undergoing Support Repairs, will grant such new Easements over those Structures to the owner or owners of the Structures benefiting from the Support Repairs, as will enable the latter owner or owners to enjoy all of the benefits of the Easements. Such new Easements will be subject to the provisions of this Agreement and will have the same force and effect as if granted under Article 2.

#### 6.7 Section 127(1)(d) of Act

For purposes of Section 127(1)(d) of the Act, the obligations created by Subsection 6.2 shall be deemed to be encumbrances against all of the Units.

#### 6.8 Original Building Plans

All repairs and Support Repairs shall be effected and performed substantially in accordance with the original plans, specifications, drawings and designs used in the original construction of the Structures, or if the original plans are no longer functional or cannot be legally utilized, the repairs shall be effected utilizing such plans, specifications, drawings and designs as may be agreed to by the affected parties. Where two or more Structures are damaged, all repairs and Support Repairs shall be carried out simultaneously and in a coordinated manner, whenever reasonably possible.

#### 6.9 Co-ordination of Work

Where both of the Structures are damaged, all repairs and Support Repairs shall be carried out simultaneously and in a coordinated manner, whenever reasonably possible.

### ARTICLE 7 - ALTERATIONS

#### 7.1 Right to make Alterations

Subject to the provisions of Sections 7.2 and 7.3, each Owner of a Component may, at any time, at such party's sole cost and expense, make alterations, additions or improvements to its Component, including without restriction, demolition, reconstruction and Support Repairs, and in connection therewith may relocate any Easement within its Component that has been granted to the other party pursuant to this Agreement (the "**Alterations**"), provided, however, that such alterations, additions or improvements and relocations shall not be performed without the written consent (as provided in Sections 7.2 and 7.3) of such other party if they constitute Prohibited Alterations.

#### 7.2 Plans and Specifications

If at any time the Owner of a Component hereto proposes to make any Alterations to its Component which constitute Prohibited Alterations then, before commencing such Alterations, such party (the "**Changing Party**") shall give to the other Owners of a Component the copy of the plans and specifications showing the proposed Alterations. If the other Owners, within 30 days after delivery of said plans and specifications, shall not give to the Changing Party a written notice specifying the respect or respects in which the proposed Alterations constitute Prohibited Alterations then the other party shall conclusively be deemed to have agreed that such Alterations are not Prohibited Alterations provided such Alterations are the Alterations actually made are, in all material respects, as shown on the plans and specifications furnished by the Changing Party. If a party gives a written notice as aforesaid, the Changing Party shall not commence any Alteration until the parties have agreed to a resolution of the disagreement, or until the disagreement has been resolved by arbitration in accordance with Article 10. Notwithstanding the foregoing, alterations to the exterior of the Non-Residential Structures, alterations made to the Non-Residential Structures in the nature of leasehold improvements, the removal or replacement of partitions, the alteration or removal of non-structural or non-loadbearing walls or columns, the removal or replacement of or change to the mechanical, electrical and plumbing fixtures, equipment, services and systems which exclusively serve the



Non-Residential Structures or any portion thereof, need not be performed or effected in compliance with this Section 7.2 and are deemed not to be Prohibited Alterations. Any reasonable costs incurred by any Owner of a Component for the review by it of all proposed alterations of another Owner of a Component shall be borne by the Owner of a Component proposing the alteration. Such costs shall be limited to those of third parties professional consultants and advisors.

### 7.3 Undertaking Alterations

The Changing Party shall make Alterations in compliance with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Project Lands. Each party shall, to the extent reasonably practicable, make Alterations in such a manner as to reasonably minimize noise, vibration and other interference with the use or enjoyment of the other Components by their occupants and during time periods which will not cause inconvenience or nuisance to the other Components and their occupants. In that regard, the Changing Party shall consult with the other Owners of a Component to arrange for an agreeable time period. Prior to making any Alterations, the Changing Party shall be required to obtain insurance appropriate to the situation.

## ARTICLE 8 - EXPROPRIATION AND EASEMENTS

### 8.1 Ownership of Expropriated Portion

The Owners of the Components agree to cooperate with each other in respect of any expropriation of all or any part of the Project Lands, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law. If and to the extent that any portion or portions of the Project Lands are expropriated and to the extent that such portion so expropriated (whether or not the same represents the whole portion so expropriated) is not affected by the Easements, then the full proceeds accruing therefrom or awarded as a result thereof shall enure to the benefit of, belong to and be paid to the party who is the owner thereof and the remaining party will abandon or assign to the party so entitled to receive such award any rights which such other party may have or acquire by operation of law to such proceeds or award and will execute such documents as in the opinion of the party entitled to such proceeds or award are or may be necessary to give to this effect to this intention. The parties agree that if a portion of the Project Lands is expropriated and the Easements which attach to that portion of the Project Lands expropriated are not, the Easements shall continue to bind the portion of the Project Lands expropriated. . Further, the parties agree that if any part of the Project Lands that are expropriated are subject to an Easement, the party who owns the Project Lands being expropriated shall provide, at its sole cost and expense, an alternate Easement as similar as reasonably possible to the Easement being expropriated including, without limitation, with respect to the scope, size and location of the Easement being replaced.

### 8.2 Allocation

If and to the extent that any portion or portions of the Project Lands are expropriated and to the extent that such portion so expropriated is affected by any of the Easements, then the proceeds accruing therefrom or awarded as a result thereof relating to the portion affected by said Easements shall be allocated amongst the Owners of the Components, as agreed upon by them. The parties shall be entitled to have such allocation determined by arbitration in accordance with Article 10. The arbitrator shall determine the sum of money which should be allocated to that part of the Project Lands owned by each Owner of a Component and in so doing shall consider and have regard to the following factors:

- (a) the ownership of each affected part of the Project Lands;
- (b) the nature and frequency of use over such part of the Project Lands by each party under the Easements or under any other easements to which each party may be entitled to by laws and the feasibility of alternate easements; and
- (c) the relation that any such portion of the Project Lands may bear to the overall appearance or design of the Project.

### 8.3 Easements to Governmental Authorities

If any party has to give an easement to a governmental authority over the portion of the Project Lands which it owns as a result of an action or application initiated by the party granting such easement, it shall be entitled to do so provided it does not materially affect another party's use and enjoyment of any Easement or right which it enjoys over the lands to be affected by the new easement.

## **ARTICLE 9 - FORCE MAJEURE**

### 9.1 Force Majeure

Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other catastrophe, acts of God, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, provided the relevant party's inability to obtain materials, goods, equipment, services or utilities required is not due to that party's lack of finances, or any law, by-law, regulation or order of a public authority or inability to obtain any permission or authority required thereby.

## **ARTICLE 10 - ARBITRATION**

### 10.1 Notice to Arbitrate

Any Owner of a Component may commence arbitration proceedings by giving notice of arbitration to the other party or parties interested in the matter in dispute, in regard to any matter stipulated in this Agreement to be subject to arbitration, or in regard to any disagreement as to the application or interpretation of this Agreement. Such notice shall specify the subject matter of the arbitration and shall give the name, address and telephone number of the person which such party appoints as arbitrator. Within 15 days of the giving of such notice, if they have been unable to agree with the notifying party upon a single arbitrator, the party or parties receiving such notice shall advise the other party, in writing, of the name, address and telephone number of the person whom each of them appoints as arbitrator. Any arbitrators so nominated shall have expertise in the general subject matter of the issue being arbitrated.

### 10.2 Failure to Appoint

If a party does not name an arbitrator within 10 days of the date during which that arbitrator should have been named, the arbitrator named in the notice to arbitrate will determine the matter or matters in dispute.

### 10.3 Appointment of Additional Arbitrators

If the number of arbitrators appointed by the parties is either two or four then those arbitrators shall forthwith and within 10 days after the appointment of the last of them as arbitrator, and before exchanging views as to the question at issue, appoint in writing an additional arbitrator and give written notice of such appointment to each of the parties. In the event that the two arbitrators shall fail to appoint or agree upon the additional arbitrator within the said ten day period, the said parties shall select the additional arbitrator within a further period of 10 days. If the parties do not agree upon an additional arbitrator within the said 10 days, then the additional arbitrator shall be chosen upon application by any of the parties to the Superior Court of Justice for the Province of Ontario pursuant to the Arbitration Act 1991, S.O. 1991, c.17.

### 10.4 Arbitration Proceedings

The arbitrator or arbitrators chosen in accordance with Sections 10.1, 10.2 and 10.3 shall be sworn faithfully and fairly to determine the question at issue. The arbitrator or arbitrators shall afford to each party a hearing and the right to submit evidence with the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make a determination in

writing and shall give written notice to such parties of such determination. The determination of a single arbitrator or the concurring determination of majority of the arbitrators shall be final and binding upon both parties and there shall be no appeal therefrom. Judgment upon the determination rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be determined and allocated amongst the parties by the arbitrators. If a party shall fail to pay fees or expenses of the arbitrators as so determined, then the other party may pay the same and the defaulting party shall, upon demand, reimburse the party who has made such payment.

## ARTICLE 11 - AMENDMENTS

### 11.1 Amendments to this Agreement

(a) Any two or more Owners of Components shall be entitled to agree in writing to any adjustment with respect to their respective responsibilities for contributing to the payment of Shared Facilities costs, or to adjust between such them the boundaries of their respective Components or the Easements in favour of each of such owners provided, however, that any such adjustment shall not in any way reduce the individual or collective obligations of the Owners of the Components so agreeing vis-a-vis other Components, or release the Owners of the Components so agreeing from the performance of their individual or collective obligations to the other Owners of the Components.

(b) If any of the situations described in Subsection 11.1(a) above occurs, then an amendment to this Agreement shall be executed. The parties affected by any adjustment or adjustments contemplated by Subsection 11.1(a) shall, acting in good faith, negotiate, execute and deliver the amending agreement required to amend this Agreement to accommodate the adjustment or adjustments effected in accordance with Subsection 11.1(a), and such amending agreement will be registered on title to all of the Project Lands.

(c) If any of the Owners of the Components wish to amend this Agreement with respect to any provision contained therein that relates to their respective Components and the amendments do not affect the other Component(s) in any manner whatsoever, such Owners may amend this Agreement as aforesaid without the consent of the other Owner(s).

(d) If any change is required to be made to this Agreement, as agreed upon by the parties hereto or as determined as a result of a matter arbitrated in accordance with the provisions of this Agreement, then this Agreement shall be amended to reflect that change and such amending agreement shall be registered on title to all of the Project Lands.

(e) The costs relating to the preparation, negotiation and registration of any amendment to this Agreement in accordance with this Section 11.1 shall be shared equally between the Owners of the Components to which the amendments relate.

### 11.2 Disputes Regarding Shared Facilities

(a) Any Owner of a Component (the "**Requesting Party**") who is required to perform any work or services with respect to any Shared Facilities or who is obligated to contribute to the payment of Shared Facilities costs, and who wishes to clarify the allocation of responsibility for performance or payment as set out in Schedule "D", shall first give written notice to all of the other parties affected by the item or matter sought to be clarified, and if such other parties and the Requesting Party cannot agree on the amendment requested by the Requesting Party within 30 days of the giving of such notice, then the Requesting Party may apply to have the request for amendment determined by Arbitration.

(b) Notwithstanding any dispute, until any request made pursuant to Subsection 11.2(a) above is finally determined by Arbitration, the Requesting Party shall continue to perform all work and services required to be performed by it and pay all amounts required to be paid by it as previously performed as being in accordance with this Agreement.

(c) Following a decision by Arbitration, the appropriate payments and reimbursements among the parties hereto shall be made to recognize and give effect to the decision of the Arbitrator seized of the matter. Any amounts so payable shall be paid within 30 days of the date that notice of the decision of the Arbitrator is received by all parties.

### 11.3 Parties to Execute Agreements

All parties hereto and their respective successors and assigns will, at no cost to any other party, execute any further agreements or amendments to this Agreement or grant such further assurances as may be required to further evidence or register notice of any amendments made to this Agreement, whether by reason of agreement among the parties, or a decision of an Arbitrator. Any such agreement, amendment or further assurance shall be prepared by the party requesting its execution, at such party's expense.

## ARTICLE 12 - EVENTS OF DEFAULT AND SELF HELP

### 12.1 Event of Default

An "Event of Default" shall exist if:

- (a) any Owner of a Component fails to pay an amount which it is required to pay pursuant to this Agreement within 15 days of the date that the amount is due; or
- (b) any Owner of a Component remains in default for 15 days after notice thereof from another party with respect to a provision of this Agreement other than with respect to the payment of money, unless they have commenced to remedy the default and are diligently pursuing the remedying of the default to its completion;

and the party alleged to be in default is not arbitrating the existence of or liability for the alleged default.

### 12.2 Self Help

- (a) If any of the Owners of a Component (the "Non-Performing Party") fails to perform any of its obligations under this Agreement and an Event of Default exists with respect to such failure, then in addition to any other right or privilege specifically provided for in this Agreement, and without waiving or derogating from any right otherwise provided in this Agreement, any other party (the "Requesting Party") may give the Non-Performing Party notice outlining the nature of the default and requesting that the Non-Performing Party perform its obligations.
- (b) If, without reasonable cause, the Non-Performing Party either does not within 72 hours of receipt of such notice, or such longer period as is reasonable in the circumstances, commence or thereafter does not take all reasonable steps necessary to cure the default set out in such notice, then the Requesting Party may take all reasonable steps necessary to cure the default outlined in such notice, including, without limitation, the payment of any cost or expense required to be paid by the Non-Performing Party, the performance of work, the hiring of contractors, entry onto the Structures of the Non-Performing Party, the exercise of any right of access of such Non-Performing Party.
- (c) The Non-Performing Party will pay directly to the Requesting Party any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Non-Performing Party pursuant to this Agreement in accordance with this Section, together with interest from the date such payment is made by the Requesting Party until reimbursement is made to the Requesting Party, calculated in accordance with Section 13.1 hereof. However, any amount expended or incurred by the Requesting Party that can clearly be demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid to cure the default by a party acting in good faith and reasonably is not recoverable from the Non-Performing Party.
- (d) Any Requesting Party exercising a right of entry onto the Component of a Non-Performing Party upon so doing shall be deemed to have agreed to indemnify the Non-Performing Party against any damage or losses resulting from such entry, to use its best

efforts to minimize disruption and inconvenience to the Non-Performing Party and to repair any damage or remedy any unnecessary inconvenience.

(e) Notwithstanding paragraphs (a) and (b) immediately preceding, if any party, acting in good faith, is of the opinion that an emergency exists requiring the immediate attention of another party, and the nature of the emergency does not permit the providing of notice as contemplated by paragraph (a) immediately preceding, the party which or who, as the case may be, is of the view that the emergency requires immediate attention may take such steps that are reasonable in the circumstances to deal with the emergency, subject to the other provisions of this Section.

### 12.3 Exercising Rights of the Condominium

If a Non-Performing Party is the Condominium, and if a Requesting Party has elected to cure the default set out in the notice to the Non-Performing Party, then the Requesting Party shall be entitled, to the extent necessary, to exercise all of the rights of access over and through the Units to which the Condominium is entitled under the Act and which are reasonably necessary to permit the cure of the default.

### 12.4 Charging Provisions

(a) If any Owner of a Component (the "Defaulting Party") fails to pay any amount (the "Unpaid Amount") of money required to be paid pursuant to this Agreement and an Event of Default exists with respect to such failure then, in addition any other rights, powers or remedies available to the other Owners of the Components (the "Non-Defaulting Party(ies)") at common law, by statute, or in equity, any Non-Defaulting Party shall be entitled to:

(i) charge and levy interest against the Defaulting Party in respect of the Unpaid Amount and on all costs and expenses incurred by the Non-Defaulting Party in collecting (or attempting to collect) same, including all legal expenses incurred by the Non-Defaulting Party on a solicitor-client basis, at the rate described in Section 13.1, with interest on the Unpaid Amount commencing to accrue from and after the date which the Unpaid Amount is due and payable and with interest of all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Non-Defaulting Party incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

(ii) maintain and enforce a lien (the "Lien") against the Defaulting Party's lands, as security for the payment of the Unpaid Amount and all costs and expenses incurred by the Non-Defaulting Party in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Non-Defaulting Party 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 Non-Defaulting Party, as a prerequisite to the registration and/or enforcement of the Lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Non-Defaulting Party shall be entitled to forthwith apply to such court for same and the Defaulting Party shall for all purposes be deemed to have consented to any such application by the Non-Defaulting Party, and concurrently, the Defaulting Party 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 Non-Defaulting Party or the maintenance and enforcement of the Lien by the Non-Defaulting Party.

## **ARTICLE 13 - INTEREST AND COSTS**

### **13.1 Interest and Costs**

In each instance when a party shall be obligated to pay any sum of money to another party hereunder interest shall accrue thereon and be payable hereunder at 5% above the prime lending rate charged from time to time by the Royal Bank of Canada at Toronto to its most creditworthy customers from the date such sum first became due, calculated and compounded monthly, not in advance. If any legal action, demand or proceeding is brought, instituted or taken by a party, or if a party shall cure a default of another party, the party in default shall pay to the other party all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a Court shall otherwise award.

## **ARTICLE 14 - TRANSFER, ASSIGNMENT AND ASSUMPTION**

### **14.1 Assignment of Rights to Lessees, Mortgagees**

Any party may, without the necessity of conveying title to such party's Component or lands, assign or otherwise transfer to any lessee for a term equal to or greater than 21 years of any part of the Project Lands or to any mortgagee of any part of the Project Lands, as appurtenant to their leasehold or estate or mortgagee's interest, all or any of the rights, benefits, privileges, easements and rights of entry contained in this Agreement or otherwise applicable to the lands and premises described in Schedules "A" and "B", and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to a mortgagee covering the leasehold estate of such lessee, and any such lessee or mortgagee may exercise any such right, benefit, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, benefit, privilege, easement or right of entry to such lessee or mortgagee provided, however, that such lessee, mortgagee or mortgagee of a lessee agrees with the other parties to this Agreement to be bound by and to perform the obligations hereunder applicable to the lands affected by their lease or mortgage by execution of an Assumption Agreement in the form provided for in Schedule "F2" or "F3" as may be applicable provided that an Assumption Agreement shall not be required with respect to any lease or mortgage of a Unit. Notwithstanding the foregoing no party hereto (or any other person having any rights hereunder) shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such party has provided the required executed form of Assumption Agreement.

### **14.2 Assumption by Condominium Corporation**

(a) Immediately upon registration of the Declaration and Description in respect of the Adjacent Condominium Lands, the declarant shall obtain and deliver to the Condominium an Assumption Agreement in the form provided for in Schedule "F1" from the Condominium to be bound by the terms of this Agreement as they relate to the Adjacent Condominium Lands and, upon the delivery of such an Assumption Agreement, the declarant shall be released to the extent of the obligations so assumed.

(b) The parties hereto agree that any judgment which may be obtained against the Condominium and/or the Adjacent Condominium which may be registered in respect of the Condominium and/or the Adjacent Condominium shall be a judgment against the Unit owners thereunder in the percentages referred to in the Declaration and Description registered against those lands.

### **14.3 Sale of a Component and Limitation of Liability**

Nothing in this Agreement shall prevent or be deemed to prevent the sale, transfer, mortgaging, pledging, encumbering or other disposition (the "Disposition") of the whole or any part of a Component provided that the party making such disposition shall obtain from the party receiving such Disposition a written Assumption Agreement in the form provided for in Schedule H1 with respect to the lands contained in such Disposition and upon execution of such Assumption Agreement the party giving the Disposition shall be released from its obligations under this Agreement in relation to the lands contained in such Disposition and Assumption Agreement.

## ARTICLE 15 - TERMINATION

### 15.1 Termination

This Agreement cannot be terminated other than by the written consent of the Owners of the Components. Except as may otherwise be agreed upon, and subject to the provisions of Sections 6.6 and 7.1, if this Agreement is terminated, the Easements hereby granted shall remain in full force and effect, regardless of whether the Project Lands is in a form similar to that which existed on the date this Agreement came into effect.

### 15.2 Debts Survive

Notwithstanding the termination of this Agreement, if at the time of such termination any party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, shall be paid, together with any interest and costs with respect to such monies payable pursuant to Section 14.1 or any other provision of this Agreement.

### 15.3 Termination of Condominium

Notwithstanding the termination pursuant to the Act of the Condominium and/or the Adjacent Condominium, the Unit Owners covenant and agree that they will continue after such termination to be bound by the provisions of this Agreement, mutatis mutandis, and will execute such further assurances as may be required to give effect to this Section 15.3 subject to the provisions of this Agreement. In the event that the Condominium and/or the Adjacent Condominium gives notice of its intent to terminate the Condominium or the Adjacent Condominium, as the case may be, because of substantial damage, and it does not do so within 120 days, such party will not be entitled to terminate.

## ARTICLE 16 - MISCELLANEOUS

### 16.1 Notice

- (a) Any notice required to be sent pursuant to the provisions of this Agreement shall be sent by prepaid registered mail or may be delivered to the parties in person or by electronic or facsimile transmission at the following address:

**TORVIEW PROPERTIES LIMITED**

137 Bowes Road  
Concord, ON L4K 1H3  
Facsimile No.: (905) 738-5948  
Attention: Fabrizio Cortellucci  
Email:

**THE CONDOMINIUM**

c/o FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto, ON M9W 6R4  
Facsimile No.:  
Attention: Property Manager

or any other address as each party may designate from time to time. Any notice shall be deemed to be received 2 business days from the date of mailing, in the case of personal delivery, on the date of delivery, and in the case of electronic or facsimile transmission on the date of transmission.

- (b) Any notice given in accordance with this Section 16.1 shall be deemed also to be given to the Unit Owners.

### 16.2 Provisions Run with the Land

The provisions of this Agreement are intended to and shall run with the Project Lands and shall benefit and burden the Project Lands, and shall bind and enure to the benefit of the parties hereto and their successors and assigns. All references herein to Torview in respect of

the Commercial Component shall, upon the registration of the Declaration and Description with respect to the Adjacent Condominium Lands, thereafter be deemed to be a reference to the Adjacent Condominium Corporation.

### 16.3 Certificate of Compliance

(a) Each Owner of a Component agrees, at any time and from time to time during the term of this Agreement, within 10 days after written request by the requesting party, to execute, acknowledge, and deliver to the requesting party a certificate stating (1) that this Agreement and the Schedules attached hereto are unmodified and in force and effect, or if there has been any modification that this Agreement is in force and effect, as modified, and identifying the modification, (2) whether or not there is any existing default hereunder by any party and if there is any such default, specifying the nature and extent thereof, (3) whether or not the party executing such certificate 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 Component, the cost of which such party is or will be entitled to charge in whole or in part to any other party but has not yet charged such other party, and if there be any such maintenance or other work, specifying the nature and extent thereof, (4) the current address to which notices given to the party executing such certificate are required to be mailed under Section 16.1 hereof, and (5) whether it has received notice under the self help provisions contained herein.

(b) If an Owner of a Component does not provide the certificate contemplated herein within such 10 day period, such Owner of a Component (the "Certifying Owner") shall be deemed to have certified that (1) this Agreement and the Schedules attached hereto are unmodified and in full force and effect, or, if there has been any modification, that this Agreement is in force and effect, as modified; (2) that there is no existing default hereunder by any party, (3) that there are no costs for which the Certifying Owner is or will be entitled to charge in whole or in part to any other Owner of a Component but has not yet charged such other Owner of a Component; (4) that the current address to which notices given to the Certifying Owner are required to be mailed is as set out in Section 16.1 hereof; and (5) that the Certifying Owner has received no notice under the self help provisions contained herein.

(c) The certificate given by any party as contemplated hereby, may be pleaded and shall constitute a complete defence by anyone to whom it is supplied in regards to the veracity of the statements made therein, and, if such certificate has not been provided in accordance with this Section, the party who has requested such certificate shall be entitled to plead Subsection 16.3(b) as to the veracity of the statements made therein.

### 16.4 Time of the Essence

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

### 16.5 No Partnership or Agency

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

### 16.6 Headings

The Article headings and Section headings have been inserted for convenience of reference only and do not form part of this Agreement. They shall not be referred to in the interpretation of this Agreement.

### 16.7 Further Assurances

The parties hereto shall and will sign such further documents, cause such meetings to be held, resolutions passed, by-laws enacted, do and cause to be done and performed such further acts and things as may be necessary or desirable from time to time, in order to give full effect to this Agreement and each and every part hereof.



#### 16.8 Planning Act

This Agreement is conditional upon compliance with the subdivision and part lot control provisions of the Planning Act, 1990, and any amendments thereto, in respect of the Easements and this Agreement.

#### 16.9 Indemnity

Each Owner of a Component (in this provision the “**Indemnitor**”) shall indemnify and save harmless each other Owner of a Component (in this provision the “**Indemnitee**”) from all claims, demands, actions, causes of action, losses, damages, costs, charges, expenses and any other liability whatsoever incurred by each Indemnitee in respect of any and all property damage, personal injury or death to the extent arising out of the construction, maintenance, operation, the making of repairs and replacements to, alterations and improvements to and the redevelopment of the Component of the Indemnitor or entry onto the Component of another Owner of a Component, or the negligence, act or omission to act by the Indemnitor, its lessees, sublessees, agents, contractors, and others for whom it is in law responsible, but such indemnity shall not include and the respective Owners disclaim all right to recover in respect of any liability for consequential damages and loss of profits and, further, that this indemnity shall not apply to any such matters as a result of the Indemnitor performing such acts as a result of the failure of the Indemnitee to perform its obligations hereunder provided that such actions are performed by the Indemnitor in accordance with the provisions of this Agreement.

#### 16.10 Special Provisions

The matters contained in Schedule “E” Special Provisions shall, in the event of any conflict with a provision in the body of this Agreement, override and/or supersede such conflicting provision.

#### 16.11 Entire Agreement

This Agreement sets forth the entire agreement between all of the parties hereto respecting the subject matter hereof and there are no other agreements, oral, express or implied, other than as specifically set forth herein.

*[The balance of this page is intentionally left blank.]*

16.12 Effective Date

This Agreement shall be deemed to be effective as and from the 23<sup>rd</sup> day of March, 2016.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**TORVIEW PROPERTIES INC.**

Per: 

Name: Fabrizio Cortellucci  
Title: Secretary

I Have authority to bind the Corporation

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION NO.  
1308**

Per: 

Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

**SCHEDULE "A"**

**CONDOMINIUM LANDS**

All Units and their appurtenant common interests in York Region Standard Condominium Plan No. 1308 and which as of the date of this Agreement form all of PINs 29839-0001 to 29839-1239 (LT).

**SCHEDULE "B"**

**ADJACENT CONDOMINIUM LANDS**

Part of Lots 1 to 7 inclusive on Registered Plan 4342, designated as Parts 2, 3, 4, 5, 6, 7, 11 and 12 on Reference Plan 65R-36096; Town of Richmond Hill, and which as of the date of this Agreement forms all of PIN 03145-0436 (LT).

## SCHEDULE "C"

### **Terms, Regulations and Rules**

#### Non-Exclusive

Unless otherwise specifically stated all of the Easements whether specific or general shall be non-exclusive.

#### Easements of Support

All Easements for support shall provide such support to the benefiting lands as may be necessary to fully and properly support such lands and the related improvements. The owner of the lands subject to such Easements further acknowledges and agrees that it and its successors shall keep and repair all Structures and building elements to provide the support required by the terms of this easement and shall keep and repair all Structures and building elements lying within the lands subject to the Easement of support in a state of repair sufficient to provide full and proper support for the benefiting lands and the related improvements, as constructed as at this date. The owner shall be entitled to repair and/or replace the supporting structure and building elements so long as such repaired or replaced Structures or elements will continue to provide at least the same degree of support for the benefiting lands and the related improvements as was originally provided and further provided that to the extent reasonably possible such work shall be performed at times and in a manner which it will cause the least disruption reasonably possible to the benefiting lands. In the event that the owner fails to repair or maintain such structure and elements so as to properly provide the rights of support referred to above and the benefiting party has provided the owner with not less than 30 days prior notice in writing setting out the alleged defect or failure to repair or maintain and the owner has still not corrected such failure or defect, then the benefiting party may enter upon the lands subject to the support Easement or any adjacent lands necessary for access to such lands and do such repair or maintenance work as is necessary to provide the required support at the cost of the owner. In the event of an emergency situation where the life or safety of the public is endangered or the benefiting lands and/or the related improvements are in imminent danger of collapse or damage then the benefiting party shall give the owner such notice as is possible and shall be entitled to enter the lands subject to the Easement and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the owner. Such costs shall include the costs of repairs or replacement of the improvements constructed on the benefiting lands. The Easements of support are intended to provide support only for the Structures presently on the benefiting lands. The owner of any benefiting lands shall not erect or construct any improvements or place equipment or materials on or in the benefiting lands in such a manner as to impair, endanger, burden or damage or threaten to damage the improvements situated on the owners lands. In particular, the owners of any benefiting lands acknowledges that the Easements of support are not intended to provide support for any additional Structures, equipment or materials and that the owners of any benefiting lands shall indemnify and hold harmless the owners of any lands subject to the Easements of support from all claims, demands, losses, damages, costs, charges, liabilities and expenses which may arise as a result of the overburdening of the Easements of support.

#### Mutual Rights of Entry

Each party owning lands subject to an Easement for support, maintenance, construction or repairs of any kind acknowledges that such Easement further provides the benefiting party the right to enter upon the lands not explicitly subject to such Easements for the purpose exercising such Easements, where such support, construction, maintenance or repairs are only capable of being effected by entry upon those lands or where substantial economic savings would result from such entry for such purposes and to take upon such machinery, equipment, materials and workmen as may be necessary or desirable, subject, however, to the following conditions and restrictions:

- (a) except in the case of an emergency, no such entry shall be made until the owner of the land upon which entry is to be made shall be given at least 60 days notice of the intention to make such entry and the intended time of commencement and completion of such repairs, improvements or maintenance;

- (b) such repair, improvement or maintenance shall be done expeditiously so as to cause the least possible interference with the use or operation of the lands affected thereby and, to this end, shall be performed after normal business hours whenever possible; and
- (c) such repair, improvement or maintenance shall not interrupt the operations of the improvements on such additional lands without the prior written consent of the owner thereof, which consent shall not be unreasonably withheld or delayed.

#### Reasonable Access to Loading Areas

In accordance with the Easement set out in the Condominium's description, the Owner of the Commercial Component shall provide access to and use of the loading areas as reasonably necessary to the operations and maintenance of the Residential Component.

#### Interpretation of Easements

All Easements shall be interpreted so as to affect only those portions of the Project Lands as are reasonably required for the purposes of such Easements set out therein, taking into consideration, *inter alia*, the location of any service, facility, corridor and/or passageway utilized for the purpose of the Easement, and the physical limitations and boundaries of the building and/or property.

#### Postponements and Partial Discharges

If The Town of Richmond Hill and/or The Regional Municipality of York and/or any other governmental authority or agency and/or any utility provider (each, an "Authority") requires (a) an easement over, or (b) a conveyance of, any portion of the Project Lands, then each party to this Agreement shall (a) postpone this Agreement in favour of any such easement to be transferred to an Authority; and (b) partially release and discharge this Agreement from the lands to be conveyed to an Authority, and this shall constitute the irrevocable Acknowledgment and Direction of all of the Owners to the solicitor registering the transfer and/or easement to (a) postpone this Agreement; or (b) release and discharge this Agreement, as the case may be, from the lands transferred or conveyed.

## SCHEDULE "D"

### Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations

#### General Principles

1. Each party is responsible for the repair, maintenance, operation, utilities and replacement of its own Component, at its sole cost, even when portions of its Component also serve or benefit another Component, save as is expressly herein set out.
2. If the Owner of a Component is not to be responsible for the repair, maintenance, operation, utilities and replacement of some portion or element of its Component, then it is explicitly stated in the description of such portion or element of the Component in this Schedule.
3. The portion of the costs of the annual repair, maintenance, operation, utilities and replacement of any portion or element of a Component where such costs are to be shared, is expressly set out in this Schedule opposite the description of such portion or element of such Component.
4. In certain cases, while the costs of certain Shared Facilities are allocated entirely to one party in this Schedule, this shall not prevent such party from recovering a portion of such costs pursuant to arrangements specifically contemplated by Schedule "E".
5. If any of the parties identify a matter not included in this Schedule "D" but which is in fact functioning as one of the Shared Facilities as defined by this Agreement, then, at a meeting of the Shared Facilities Committee, the parties will in good faith negotiate to establish a fair allocation of the responsibility and cost of operating and maintaining such additional Shared Facilities which, upon the agreement of the parties shall be added to the matters set out in this Schedule "D" without the need for amendment to this Agreement. If the parties cannot agree, the matter will be determined in accordance with the arbitration provisions of this Agreement.
6. If any of the parties requires service to its Component beyond the base standards set out in this Schedule "D", such party shall, at its sole cost, be responsible for arranging for such additional services.

#### Cost Sharing / Allocation

1. Refer to Appendix 1 and Appendix 2 attached to this Schedule "D". References therein to "Residential" and "Commercial" shall be deemed to refer to the Owners from time to time of the Residential Component and the Commercial Component, respectively, unless expressly stated otherwise.

**SCHEDULE "D"**

**APPENDIX 1**

<u>SHARED FACILITIES EXPENSES</u>	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>
	<u>%</u>	<u>%</u>
Landscaping and Snow Clearing	88	12
Insurance*	94	6
Electricity	94	6
Water	94	6
Gas	94	6
Shared Facilities Management	94	6
Repairs and Maintenance	94	6
Maintenance Supplies	94	6
Legal	94	6
Audit	94	6
Office Expenses	94	6
Telephones	94	6
Generator Maintenance	94	6
Shared Building Equipment Maintenance	94	6
Life Safety System Maintenance	94	6
Reserve Fund Provision	94	6
Reserve Fund Provision for Reserve Fund Study	94	6
All other Shared Expenses	94	6

\* If required

All expenses noted above, except for the costs of shared landscaping and snow clearing, apportion costs based on the Gross Floor Area of both the Residential and Commercial Components in the project, proportionate to the total Gross Floor Area of the project.

Residential GFA 34,662.3 Sq. M. **94%**

Commercial GFA 2085.7 Sq. M. **6%**

Total GFA 36,748.0 Sq. M.

The cost of Landscaping and Snow Clearing has been apportioned based on the number of parking spaces located within each component of the project, proportionate to the total number of parking spaces in the development.

Residential Parking Spaces 513 - **88%**

Commercial Parking Spaces 68 - **12%**

Total Parking Spaces 581



SCHEDULE "D"

APPENDIX 2

SHARED EQUIPMENT

DESCRIPTION	RESIDENTIAL	COMMERCIAL
Pad Mounted Transformer	94%	6%
Main Electrical Room	94%	6%
Sub Electrical Room A	94%	6%
Sub Electrical Room B	94%	6%
Mechanical Room	94%	6%
Generator Room	94%	6%
Fire Pump	94%	6%
Exterior Lighting	94%	6%

*NOTE: ALL EQUIPMENT LISTED IS LOCATED ON MECHANICAL PENTHOUSE OF TOWER B (SOUTH) OR PARKING LEVEL P1.*

**SCHEDULE "E"**  
**SPECIAL PROVISIONS**

**Collections**

Notwithstanding anything in this Agreement to the contrary, if an Owner of a Component (the "Billing Owner") wishes to collect from any other Owner(s) its(their) proportionate share of costs relating to a Shared Facility in accordance with this Agreement, the Billing Owner must do so in writing no later than 2 years from the date on which the costs became payable by the Billing Owner, together with all statements and other material to support the billing of the outstanding amount.

SCHEDULE "F1"

FORM OF ASSUMPTION AGREEMENT FOR TRANSFER OF INTEREST IN A COMPONENT

TO: [Insert names of Parties to Agreement other than Party transferring its interest]
RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc. and York Region Standard Condominium Corporation No. 1308 [recite any amendments and registered assignments] (the "Agreement")
AND RE: A transfer by [name of assignor Party] (the "Assignor") to [name of assignee] (the "Assignee") of the lands described in Schedule "A" hereto
[insert particulars of transfer]
AND RE: The registration of a Condominium by [name of declarant Party] (the "Assignor") resulting in the creation of [name of Condominium Corporation] (the "Assignee") with respect to the lands described in Schedule "A" hereto.
[delete inapplicable provision]

1. The Assignor has transferred its interest in the lands described in Schedule "A" hereto to the Assignee effective [insert date].

The Assignor has registered a Declaration and Description on [insert date] creating a Condominium with respect to the lands described in Schedule "A" hereto.
[delete inapplicable provision]

2. In consideration of the right to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee agrees to be bound by and, subject to Section [Insert 15.3 as applicable] of the Agreement, to assume the obligations of the Assignor under the Agreement effective [insert effective date].

3. The Assignees address for the giving of Notice in accordance with Section 17.1 of the Agreement is as follows:

[INSERT ASSIGNEE'S ADDRESS]

4. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.

5. The execution and delivery of this agreement by the Assignee constitutes delivery by the Assignee of the covenant required pursuant to Subsection [Insert 15.3 as applicable] of the Agreement.

6. This agreement shall be binding on the Assignee, its successors and assigns.

DATED at ● this ● day of ●.

[name of Assignee]

Per: \_\_\_\_\_
Name:
Title:

Per: \_\_\_\_\_
Name:
Title:

The undersigned hereby acknowledge that [name of Assignee] has acquired the interest of [name of Assignor] in the lands described in Schedule "A" hereto and accept that [name of Assignee] has replaced [name of Assignor] as a Party to the Agreement with respect to the lands described in Schedule "A" hereto.

DATED at ● this ● day of ●.

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands transferred]

SCHEDULE "F2"  
FORM OF ASSUMPTION AGREEMENT FOR GRANT OF LEASE

TO: [Insert names of Parties to Agreement other than Party granting the Lease]  
RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc. and York Region Standard Condominium Corporation No. 1308 [recite any amendments and registered assignments] (the "Agreement")  
AND RE: A Lease between [name of landlord Party] (the "Landlord") to [name of tenant] (the "Tenant") of the lands described in Schedule "A" hereto.  
[insert particulars of Lease]

1. The Landlord has granted a Lease to the Tenant, having a term commencement date of [insert date] with respect to the lands described in Schedule "A" hereto.
2. In consideration of the entitlement to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Tenant agrees to be bound by and to assume the obligations of the Landlord under the Agreement with respect to such lands effective [insert date]
3. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.
4. The execution and delivery of this agreement by the Tenant constitutes delivery by the Assignee of the covenant required pursuant to Subsection 15.1 of the Agreement.
5. This agreement shall be binding on the Tenant, its successors and assigns.

DATED at ● this ● day of ●, 20 ●

[name of Tenant]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby acknowledge that [name of Tenant] has become the Obligant with respect to the lands described in Schedule "A" hereto effective [insert date] pursuant to a Lease and accept that [name of Tenant] has replaced [name of Landlord] as Obligant with respect to such lands.

DATED at ● this ● day of ●..

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands leased pursuant to the Ground Lease]

SCHEDULE "F3"  
FORM OF ASSUMPTION AGREEMENT FOR CHARGE OF INTEREST IN A  
COMPONENT

TO: [Insert names of Parties to Agreement other than Party charging its interest]  
RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc.  
and York Region Standard Condominium Corporation No. 1308 [recite any amendments  
or registered assignments] (the "Agreement")  
AND RE: A certain insurance trust agreement dated ● between ●, ● and ● (the "Insurance Trust  
Agreement")  
AND RE: A charge by [name of chargor Party] (the "Chargor") to [name of chargee] (the "Chargee")  
of the lands described in Schedule "A" hereto  
[insert particulars of Charge]

1. The Chargor has charged its interest in the lands described in Schedule "A" hereto to the Chargee effective [insert date].
2. In consideration of the right to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargee agrees to be bound by and to assume the obligations of the Chargor under the Agreement as follows:
  - (a) notwithstanding that the security in its favour is valid and binding, the Chargee shall not be either entitled to the benefit of the Easements nor liable to the other Parties with respect to obligations of the Chargor prior to either becoming a mortgagee in possession or commencing to enforce its security and notifying the other Parties to the Agreement that such is the case;
  - (b) if the Chargee either becomes a mortgagee in possession or commences to enforce its security and notifies the Parties to the Agreement that such is the case, the Chargee shall thereafter be entitled to the benefit of the Easements granted to the Chargor and shall be responsible for all obligations of such Party that have arisen to such date and that arise thereafter, subject to clause 2(c) below; and
  - (c) if the Chargee shall cease to be a mortgagee in possession and ceases to be enforcing its security and notifies the Parties to the Agreement that such is the case, it shall not be responsible for any obligations of the Chargor that arise thereafter.
  - (d) All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.
  - (e) The execution and delivery of this agreement by the Chargee constitutes delivery by the Chargee of the covenant required pursuant to Subsection 15.1 of the Agreement.
  - (f) This agreement shall be binding on the Chargee, its successors and assigns.
  - (g) Notwithstanding that its security is not in default, the Chargee shall receive notice at the following address: [ ● ] of any default of the Chargor where the Chargor is to receive notice hereunder and where the Chargee has the right to cure any default the Chargee shall have the right to exercise any rights or powers of the Chargor hereunder for the purposes of curing such default and the non-defaulting parties under the Agreement shall not take any steps to enforce their rights as against a defaulting Chargor without the Chargee having received its opportunity to cure such default as herein provided for.

DATED at ● this ● day of ●.

[name of Chargee]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby acknowledge that [name of Chargee] has acquired the interest of [name of Chargor] in the lands described in Schedule "A" hereto and accept that [name of Chargee] has the rights granted to a Chargee under the Agreement with respect to the lands described in Schedule "A" hereto.

DATED at ● this ● day of ●.

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands charged]



FOR OFFICE USE ONLY

Number **YR3225337**  
CERTIFICATE OF REGISTRATION

**March 22, 2021**  
**9:09**

# **65**  
Office

*Gina Scipio*  
Land Registrar

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

(3) Property Identifier(s) **29839-0001 to 29839-1239 inclusive**

Additional: See Schedule

(4) Nature of Document  
By-law No. 5  
(Under 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. 1308**  
**Town of Richmond Hill, Regional Municipality of York**  
**Land Titles Division of York Region (No. 65)**

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

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

(8) This Document provides as follows:  
See attached Schedule

Continued on Schedule X

(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. 1308**  
**By its solicitors, Deo Condominium Lawyers**

Per: *Mario Deo*  
**Mario Deo**

**2021 03 19**

**I have authority to bind the corporation**

(11) Address for Service

**c/o Management Office, 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2**

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

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

**Multiple**

**Deo Condominium Lawyers**  
**3100 Steeles Avenue West**  
**Suite 300**  
**Vaughan, Ontario**  
**L4K 3R1**

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

**76.15**

Total

**76.15**

SCHEDULE

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

(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the *Condominium Act, 1998*, and referred to in subsection 38(1) of Ontario Regulation 49/01)


*Condominium Act, 1998*

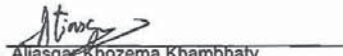
York Region Standard Condominium Corporation No. 1308 (known as the "Corporation") certifies that:

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

Dated this 12 day of November, 2020.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

Per:   
Name: Alan Zunder  
Title: President, YRSCC1308

Per:   
Name: Aliasgar Khozema Khambhaty  
Title: Secretary/Treasurer, YRSCC1308  
We have authority to bind the corporation.

SCHEDULE "A"

YRSCC 1308 - e-Meetings and e-Voting By-Law

Page 1 of 1 of By-Law

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

BY-LAW NO. 5

e-MEETINGS AND e-VOTING BY-LAW

WHEREAS a condominium corporation may make, amend or repeal by-laws in accordance with: (A) section 56(1)(c.1) of the *Condominium Act, 1998*, as amended (the "*Act*") to govern the method(s) permitted for holding a recorded vote of owners by telephonic or electronic means; and, (B) subsection 14(0.1)(p) of Ontario Regulation 48/01, as amended (the "*Regulation*"), made pursuant to the Act to govern the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy;

THEREFORE BE IT ENACTED as a by-law of York Region Standard Condominium Corporation No. 1308 (the "*Corporation*") as follows:

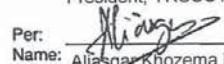
1. **e-Meetings:** For the purposes of subsection 14(0.1)(p) of the *Regulation*, an owner or a mortgagee may be present at a meeting of owners or may be represented by proxy at a meeting of owners by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners.
2. **e-Voting at Meetings:** For the purposes of subsection 52(1)(b)(iii) of the *Act*, a recorded vote may be indicated by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners. Instruments appointing a proxy may be deposited by such telephonic or electronic means that the board of directors may from time to time establish in advance of any meeting of owners.
3. **e-Meetings and e-Voting Is Discretionary:** The authority established by this by-law is discretionary, and the board of directors will not be obligated to implement attendance, and will not be obligated to implement recorded votes or the deposit of instruments appointing a proxy by telephonic or electronic means for any meeting of owners.
4. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
5. **Headings:** The headings in the body of this by-law form no part hereof, but shall be deemed to be inserted for convenience of reference only.
6. **Statutory References:** Any references to a section or sections of the *Act* or the *Regulation* in this by-law shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation and regulations to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 5 of York Region Standard Condominium Corporation No. 1308, said by-law having been passed by the board of directors on the 11<sup>th</sup> day of November, 2020, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 11<sup>th</sup> day of November, 2020, pursuant to the provisions of the *Condominium Act, 1998* S.O. 1998 c.19.

DATED this 12 day of November, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

Per:   
Name: Alan Zunder  
Title: President, YRSCC1308

Per:   
Name: Aliasgar Khozema Khambhaty  
Title: Secretary, YRSCC1308  
We have authority to bind the corporation.

FOR OFFICE USE ONLY

Number: YR 2454246  
CERTIFICATE OF RECEIPT

APR 7 2016 10:07

YORK REGION  
No. 65  
AURORA

*Johanne Lalonde*  
LAND REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

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

(3) Property Identifier(s) 29839-0001 (LT)-29839-1239(LT)  
Block Property INCLUSIVE & 03145-0436 (LT) Additional: See Schedule

(4) Nature of Document  
NOTICE UNDER SECTION 71 OF THE LAND TITLES ACT

(5) Consideration  
NIL Dollars \$

(6) Description  
All Units on all Levels and Common Elements comprising the Property included in York Region Standard Condominium Plan No. 1308.  
Municipality of York Region  
The Land Titles Division of York Region Registry Office No. 65

SEE SCHEDULE

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

(8) This Document provides as follows:

Continued on Schedule

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

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

York Region Standard Condominium Corporation No. 1308

Signature(s) *[Signature]*  
Per: **Fabrizio Cortellucci**

Date of Signature  
Y M D  
2016 04 05

Title: **President**  
I have authority to bind the Corporation

(11) Address for Service

137 Bowes Road, Concord, Ontario, L4K 1H3

(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

9471 Yonge Street  
Richmond Hill, Ontario

(15) Document Prepared by:

Melissa Jean-Gilles  
BRATTYS LLP  
Suite 200  
7501 Keele Street  
Vaughan, Ontario  
L4K 1Y2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	
Total	



**Additional Property Identifier(s) and/or Other Information**

PIN 03145-0436 (LT)

Part of Lots 1 to 7 inclusive on Registered Plan 4342, being all of Pin 03145-0436, designated as Parts 2 to 7 inclusive and Parts 11 and 12 on Reference Plan 65R-36096, Town of Richmond Hill

FOR OFFICE  
USE ONLY

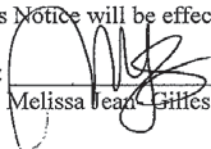
I, Melissa Jean-Gilles, am the solicitor for York Region Standard Condominium Corporation No. 1308.

I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as all of Pins 29839-0001 (LT) to 29839-1239 (LT) inclusive and 03145-0436 (LT).

The land is registered in the name of Torview Properties Inc., and I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcel.

This Notice will be effective for an indeterminate time.

Per:

  
Melissa Jean-Gilles

SHARED FACILITIES AGREEMENT made this 5<sup>th</sup> day of April, 2016.

AMONG:

**TORVIEW PROPERTIES INC.** (as owner of the Adjacent Condominium)  
(hereinafter referred to as "TORVIEW")

OF THE FIRST PART

- A N D -

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

(hereinafter referred to as the "CONDOMINIUM")

OF THE SECOND PART

**WHEREAS**

- (A) Torview has constructed upon the lands and premises described in Schedule "A" a residential condominium;
- (B) Torview is developing and constructing a condominium (the "Adjacent Condominium") containing 15 commercial units upon the lands described in Schedule "B" hereto, and intends to register them as a condominium plan;
- (C) The Condominium Lands comprise the Residential Component;
- (D) The Adjacent Condominium Lands comprise the Commercial Component;
- (E) The Condominium was created by the registration of a declaration and a description (the "Declaration and Description") for the Residential Component under the provisions of the Act as Instrument No.: YR2448016;
- (F) Torview holds legal title to the Adjacent Condominium Lands and all of the Units;
- (G) The parties wish to have the benefits and obligations provided in this Agreement appurtenant to the lands and premises described in Schedules "A" and "B" and to provide for the operation thereof; and
- (H) The parties hereto wish to enter into an agreement regarding, inter alia, the operation of the Project, to provide for the disposition of insurance proceeds received by reason of damage to all or part of the Project, to provide for the disposition of expropriation proceeds received by reason of the taking of all or part of the Project Lands, to provide an arrangement for the sharing of certain costs and expenses and of real estate taxes and other governmental and municipal charges if the assessing or taxing authorities shall at any time fail to assess or tax the Components separately, and to set forth certain other agreements of the parties hereto with respect to the Project and the sharing of other mutual costs.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

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

- (a) "Act" shall mean the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or replaced from time to time.

- (b) **“Adjacent Condominium Corporation”** means the corporation to be created upon the registration of a declaration and description upon the Adjacent Condominium Lands.
- (c) **“Adjacent Condominium Lands”** means all of the lands and premises described in Schedule “B”.
- (d) **“Assumption Agreement”** shall mean, in respect of the transfer of the ownership of any Component or part thereof (excluding Units) an agreement in the form attached hereto as Schedule “F1”, in respect of a lease of any Component for 21 years or more (excluding leases for a portion of Commercial Component by a tenant occupying the space for its own retail use) an agreement in the form attached hereto as Schedule “F2”, and in respect of the creation of a security interest in a Component or part thereof, (excluding Units) an agreement in the form attached hereto as Schedule “F3”.
- (e) **“Charge”** means a charge, mortgage or other encumbrance created by a party to this Agreement and secured by that party’s interest in a Component.
- (f) **“Chargee”** means a person possessing a Charge.
- (g) **“Commercial Component”** means the Adjacent Condominium Lands.
- (h) **“Component”** shall mean any of the Residential Component and the Commercial Component provided, however, that for the lands which form the subject of a declaration and description, the Component shall mean the totality of the lands governed by such declaration and description notwithstanding the separate ownership of Units. **“Components”** shall mean, collectively, the Residential Component and the Commercial Component.
- (i) **“Condominium Lands”** means all of the lands and premises described in Schedule “A” to this Agreement.
- (j) **“Easements”** shall mean any of the easements over all or any part of the Project Lands for the benefit of all or any part of the other lands forming the Project Lands whether created by specific grant of easement or by virtue of the provisions of Article 2 of this Agreement.
- (k) **“Non-Residential Component”** means the Commercial Component.
- (l) **“Non-Residential Structures”** shall mean those Structures forming the Commercial Component.
- (m) **“Owner of a Component”** shall mean the registered owner from time to time of a Component, the Condominium with respect to the Residential Component, and, following the registration of a declaration and description on the Adjacent Condominium Lands, the Adjacent Condominium Corporation with respect to the Commercial Component.
- (n) **“Owners of the Components”** shall mean the registered owners from time to time of the Components, the Condominium with respect to the Residential Component, and, following the registration of a declaration and description on the Adjacent Condominium Lands, the Adjacent Condominium Corporation with respect to the Commercial Component.
- (o) **“Prohibited Alterations”** means any alteration, addition or improvement to a Component which diminishes in any material way the benefits afforded to the owner of another Component pursuant to an Easement or which unreasonably interrupts the use of an Easement by such other party or which detrimentally interferes with any mutual or common building system.
- (p) **“Project”** means collectively the Residential Component and the Commercial Component.



- (q) **“Project Lands”** shall mean all of the lands and premises described in Schedules “A” and “B”.
- (r) **“Proportionate Share”** means with respect to each of the Components the share of the costs of the Shared Facilities as set out in Schedule “D”.
- (s) **“Residential Component”** means the Condominium Lands.
- (t) **“Residential Structures”** shall mean those Structures comprising the Residential Component.
- (u) **“Shared Facilities”** means all facilities and services/servicing systems in the Project which have been constructed and/or installed to serve more than one Component of the Project and whose use is secured by one or more of the Easements, and each is a “Shared Facility”.
- (v) **“Shared Facilities Committee”** has the meaning given to it in Section 3.12.
- (w) **“Structures”** shall mean the buildings or structures constructed upon the Project Lands or any part thereof.
- (x) **“Support Repairs”** has the meaning given to it by Section 6.1.
- (y) **“Terms, Regulations and Rules”** means those matters set out in Schedule “C” to this Agreement.
- (z) **“Unit Owners”** shall mean Torview as of the date of this Agreement and all future owners, from time to time, of Units.
- (aa) **“Unit(s)”** shall mean a registered condominium unit or units as it or they may exist from time to time in regard to the Condominium created upon the Residential Component and the Adjacent Condominium created upon the Adjacent Condominium Lands.

## 1.2 Other Words

All other words shall have the meanings ascribed to them in the Act.

## 1.3 Schedules

- (a) Schedule “A” - Legal Description – Condominium Lands
- (b) Schedule “B” - Legal Description – Adjacent Condominium Lands
- (c) Schedule “C” - Terms, Regulations and Rules Applicable to the Easements
- (d) Schedule “D” - Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations
- (e) Schedule “E” - Special Provisions
- (f) Schedule “F1”- Form of Assumption Agreement - Transfer
- (g) Schedule “F2”- Form of Assumption Agreement - Lease
- (h) Schedule “F3” - Form of Assumption Agreement - Security Interest

These Schedules are incorporated into and form a part of this Agreement in the same way as if they were in the body of this Agreement.

## ARTICLE 2 - EASEMENTS, RIGHTS OF WAY, RESERVATIONS

### 2.1 General Easements for Repair, Maintenance and Access

The Project Lands have the benefit of and/or are subject to the specific Easements as set out in their respective descriptions for the purposes therein set out. This Agreement is intended to supplement the provisions of such Easements by clarifying the respective rights of the various parties entitled thereto and allocating responsibilities for various obligations thereunder. Accordingly, and to the extent necessary, this Agreement shall act as an amendment to the terms of such Easements. Notwithstanding that the parties have attempted to set out all of the Easements presently anticipated, it is understood and agreed that the parties shall create all such Easements as are reasonably required to allow the Components to function as designed and to permit their ongoing maintenance and repair.

### 2.2 General Easements of Support

Notwithstanding the specific Easements for support already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements of support over the respective Structures (or portions thereof) of the grantor thereof, in and to all existing structural members, footings and foundations for the purpose of supporting the Structures of such grantee.

### 2.3 General Easement of Emergency Access

Notwithstanding the specific Easements for emergency fire route access already existing, and subject to the conditions herein provided, each Owner of a Component grants to the other, such other Easements over the Structures (or portions thereof) of the grantor thereof, for the purpose of allowing emergency fire route access over the corridors and stairs designated from time to time by the owner of the Structures in compliance with applicable fire regulations.

### 2.4 Term of Easements

All of the Easements are granted in perpetuity, or for such lesser period as is specifically set out herein or in any specific grant of an Easement or for such lesser period as the Owners of the Components may agree in connection with any redevelopment or rebuilding of the Project.

### 2.5 Specific Grants of Easements

It is acknowledged and agreed that the Owners of the Components may each obtain from the other further specific grants of easement for any of the general Easements provided for hereunder if such general Easements have been separately shown as parts on a deposited reference plan of survey and the parties agree to execute such further specific grants of easement as may be necessary to do so. Such supplementary specific grants of easement will be provided not more than 60 days following a request by any party entitled to the benefit of such easement provided that such request is accompanied by a draft transfer of easement and draft reference plan of survey delineating the proposed easement.

### 2.6 Air Flow

The Owners of the Components mutually acknowledge and agree that there has been integration of the air circulation systems within certain portions of the Project. Accordingly, the Owners of all Components have easements for the free flow of air through all mutual air circulation systems as designed. As a result, the Owners of the Components agree not to build any additional structure or installation, nor to do any other act or thing which will result in interference with, or obstruction of, the free flow of air as required to permit the effective operation of such mutual air circulation systems as designed.

### 2.7 Chargee's Consent

Any party required to grant a further Easement under the provisions of this Article 2 shall use its reasonable efforts to obtain any necessary postponements from any Chargee of its Component, and any Chargee by virtue of entering into an Assumption Agreement agrees not to unreasonably withhold its consent to the creation of such Easements and to the postponing of its Charge thereto.

## ARTICLE 3 - OPERATION

### 3.1 Compliance with Law

Each Owner of a Component in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government, or municipality, or any agency thereof having jurisdiction over the Project Lands.

### 3.2 Compliance with Agreement

Each Owner of a Component herein covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, visitor, guest, servant or agent.

### 3.3 Regulation of Easements

The enjoyment, use and operation at any time of the Easements shall be subject to the Terms, Regulations and Rules applicable to such Easements.

### 3.4 Use of Easements

In exercising the Easements, each Owner of a Component shall act in a prudent and reasonable manner so as to minimize the interference occasioned to the other Owners of Components by the use of such Easements.

### 3.5 Obligations to Restore

In the event that damage or inconvenience is caused to the Structures of the grantor of an Easement as the result of the exercise of the grantee's right to such Easement, the grantor may repair such damage at the cost of the grantee who caused the damage and such repair shall include any redecoration necessary to restore the damaged Structures to their previous condition. This provision shall also apply to damage done by a party to another party's portion of the Structures while conducting repair of damage. This provision shall also apply to damage done by a party while conducting repair of damage to another party's portion of the Structures.

### 3.6 Maintenance, Repair and Replacement of Shared Facilities

The parties hereto acknowledge their understanding that certain work in connection with the maintenance, repair and replacement of various portions of the Project or of the Structures and various Shared Facilities will benefit the other parties hereto. The Owners of the Components shall operate, maintain, repair and replace their Components (including, but not limited to, Support Repairs and all repairs necessary to ensure the continuity of the Easements) as follows:

(a) except as hereinafter expressly set out, the Owner of a Component shall be responsible for the ongoing repair, maintenance and operation of such Component, even though other parties to this Agreement may possess Easements over a portion of such Component, subject, however, to the obligation of the other parties to contribute towards such costs in accordance with this Agreement; and

(b) each Owner of a Component shall promptly perform the operations, maintenance, repair or replacement of all of those Shared Facilities which are their respective responsibilities, and promptly pay all of the costs of performing such work and exercise their best efforts to ensure no liens are registered during the course of any work performed pursuant to this subsection and to remove any construction liens which may be registered against any of the Structures in accordance with the provisions of Subsection 3.10 hereof.

### 3.7 Performance of Work and Maintenance Standards

(a) All work required to be performed pursuant to this Agreement shall be performed in a manner equivalent to standards from time to time maintained in other similar buildings in the Town of Richmond Hill, provided where any service, utility, system or

equipment serves both of the Non-Residential Structures and the Residential Structures, the same shall be continuously repaired, operated and maintained. All work performed shall be performed in such a way as to cause minimal disturbance to tenants and other occupants of the Structures.

(b) Each Owner of a Component shall operate, maintain, pay utilities, repair and replace such Component in the aforesaid manner including without limitation, keeping such Component clean and tidy, providing all necessary services and utilities, promptly removing all garbage and refuse and providing all necessary security.

### 3.8 Cost Sharing of Repair, Maintenance and Operation

(a) Schedule "D" of this Agreement sets forth an allocation of the Proportionate Shares of the costs of the Shared Facilities. The Shared Facilities Committee shall prepare, for each calendar year, a proposed budget for all of the costs which are to be shared in accordance with Schedule "D" and such budget shall show the budgeted share of such costs to be borne by each of the contributing parties. Such budget shall be circulated to each of the contributing parties by not later than October 31st of the year preceding the budgeted year.

(b) The contributing parties shall pay their share of the Schedule "D" costs in accordance with such budget in equal payments due on the last day of each month. Notwithstanding the foregoing, if at any time the amount required to be expended for any expense relating to the Shared Facilities exceeds the funds contributed, then each of the contributing parties shall forthwith contribute its respective Proportionate Share of such shortfall amount. In addition, the Shared Facilities Committee may increase the monthly payments at any time to avoid future shortfalls.

(c) If the contributing parties mutually agree, the payments required pursuant to Subsection 3.8(b) may be made into a separate bank account established by the Shared Facilities Committee for this purpose.

(d) Any contributing party who disagrees with any budgeted share may refer the matter to arbitration as otherwise provided for hereunder, pending the resolution of which the contributing party shall pay in accordance with the budget, subject to reconciliation if necessary after the arbitration has been completed.

(e) The Shared Facilities Committee shall maintain all documentation in support of the budgeted amounts and expenses incurred. Within 60 days of the end of each calendar year, the Shared Facilities Committee shall prepare a reconciliation of the budget for such year with the actual expenditure for the budgeted matters. The contributing party or parties shall be credited with the amount of any overpayment against future payments or shall forthwith pay the amount of any underpayment.

### 3.9 Authorized Users

The Easements are granted to the grantees thereof, their successors and assigns and its or their servants, agents, workmen, invited guests, residents and tenants and others authorized by it or them for the purposes herein referred to.

### 3.10 Construction and Other Liens

Each Owner of a Component shall, at its cost, remove any construction lien or other encumbrance or charge arising from a dispute regarding a contract entered into by or on behalf of such owner and registered against its Component and which also affects any other Component, within 30 days of written request from the other party whose Component is so affected.

### 3.11 Emergency

In the event of an emergency situation where the life or safety of the public is endangered or another Component or Easement area or areas over which another Component has a right of entry or use and/or the related improvements are in imminent danger of collapse or damage then the Owner of such other Component shall give notice of such emergency or danger to the Owner of the Component where such emergency condition exists, such notice as is possible and shall be

entitled to enter the said Component and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the defaulting Owner of a Component.

### 3.12 Shared Facilities Management Committee

(a) The Owners of the Components shall form a committee (the "Shared Facilities Committee") to monitor the management of the Shared Facilities as described in Schedule "D" and to make such recommendations as may be necessary with respect to such management.

(b) The Shared Facilities Committee shall consist of 2 members and each of the Owners of the Components shall appoint 1 member to such committee.

(c) The Shared Facilities Committee will hold regular meetings or at such times as may be mutually agreed upon.

(d) At any meeting of the Shared Facilities Committee, any member may identify a matter not included in Schedule "D" attached hereto and/or identify a concern with the manner in which a Shared Facility has been addressed in Schedule "D".

(e) The Shared Facilities Committee shall be entitled to engage a manager to assist it in the performance of its obligation to monitor the management of the Shared Facilities.

## ARTICLE 4 - TAXES

### 4.1 Separate Assessments

Each Owner of a Component will do all acts and things necessary and desirable so that the Components will be assessed separately on the assessment rolls of the taxing authority and taxed separately based upon such assessments.

### 4.2 Combined Assessment

If at any time any of the Components are not assessed as separate Components, then the Owners of the Components so affected shall use their best efforts to agree on a division of the realty tax liability imposed, and shall share the payment of such taxes in the manner agreed upon. If such Owners of a Component are unable to reach an agreement within 30 days from the receipt of the notice of combined assessment, then any of them may seek a decision by arbitration in accordance with Article 10.

### 4.3 Failure to Pay Taxes

If an Owner of a Component fails to pay any tax or other charge which is due in regard to its interest in that Component, and if such unpaid tax or charge is a lien or encumbrance upon the Component of another Owner of a Component, or if any lawful authority would thereafter have the right to sell or otherwise foreclose such other Component by reason of such non-payment, then the other Owner of a Component hereto may, after 10 days written notice to the defaulting Owner of a Component, pay such tax or charge, together with any interest and penalties thereon, and the defaulting Owner of a Component shall upon demand, reimburse the party making such payment for the amount of such payment and for all costs and expenses incurred, together with interest thereon as provided in Section 13.1.

### 4.4 Cooperation

Each Owner of a Component shall cooperate with the other Owners of the Components in minimizing their respective realty tax burdens provided, however, that the cooperating Owner of a Component shall not be required to expend funds or take on obligations or actively make representations to public officials and further provided that such cooperating Owner of a Component shall not be required to take any action which would result in an increase in the realty tax burden which it would otherwise bear.

## ARTICLE 5 – INSURANCE

### 5.1 Property Insurance

(a) Each Owner of a Component shall keep in effect at all times, with respect to its Component the following policies of insurance and coverages:

(i) All Risks of Physical Loss or Damage, subject to standard industry exclusions, to such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component. Such coverage shall include but not be limited to flood, earthquake, collapse and sewer back up and any other coverages or extensions that a prudent owner of such Component in the Town of Richmond Hill would carry from time to time. Such coverage may be subject to standard industry exclusions. Such coverage shall be on a replacement cost basis without deduction for depreciation and include, but not be limited to, the value of: such Component's improvements, contents, fixtures, stock in trade and any other contents, equipment or other personal property belonging to such Component and as would be carried by such Component in the Town of Richmond Hill from time to time.

(ii) Business Interruption (and contingent business interruption as may be required) in such amounts as would reimburse each Component for direct or indirect loss of earnings and any extra expense attributable to loss or damage to such Component or the Project/Structures and as may be commonly insured against by a prudent owner of such component of a similar use, occupancy and operations. Such coverage shall have an indemnity period of a minimum of 12 months.

(iii) Boiler & Machinery (also referred to as Mechanical Breakdown policy) for direct and indirect damage coverages shall be maintained on a replacement cost basis without deduction for depreciation (where allowable) with values corresponding to the policies outlined in Subsections 5.1(a)(i) and 5.1(a)(ii) on a comprehensive form subject to policy exclusions including, but not limited to, additional extensions for blanket bylaws, expediting expenses, extra expenses, water damage, hazardous substances, professional fees and off-site power interruption.

(iv) Any other coverages that a prudent owner of such a Component in the Town of Richmond Hill would carry from time to time.

### 5.2 Liability Insurance

All Owners of the Components shall maintain separate policies of liability insurance with respect to their individual ownerships of such Components, their operations, use and occupancy of such Components and their obligations under the terms of this Agreement; with coverages, terms and conditions as follows:

(a) Commercial General Liability in an amount of not less than \$5,000,000 per occurrence and in the aggregate or higher limits as a prudent owner of such Component in the Town of Richmond Hill may carry from time to time. Such coverage shall include at minimum but not be limited to: Products and Completed Operations, Premises Liability, Property Damage, including loss of use thereof, Bodily Injury, Contingent Employers Liability, Employees as Additional Insureds, Employee Benefit Liability, Employers Liability, Cross Liability and Severability of Interest clause, Blanket Contractual Liability, Owners – Contractors Protective Liability, Standard Garage Automobile Liability (with respect to any Component providing valet services or parking garage operations and/or providing access to Project Lands or on lands providing access to the Project Lands or occurring on any street, sidewalk or passageway adjacent or contiguous with or to the Project Lands), Non-Owned Automobile Liability and Personal and Advertising Injury Liability.

### 5.3 Insured Parties and General Provisions

(a) The policies of insurance specified in Subsection 5.1(a) and Section 5.2 to be obtained shall name:

(i) each Owner of a Component as 'additional insured' with respect each Component's respective Commercial General Liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(ii) any registered encumbrancer if requested by the Owner of a Component which is encumbered, only as 'additional insured' and then only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the partial or sole negligence of such Component's operations;

(iii) any lessee of a portion of the Non-Residential Structures if requested by the Owner of a Component of the leased portion, as its interest may appear, as loss payee with respect to property policies (if applicable) and as 'additional insured' with respect to commercial general liability policies;

(iv) any mortgagee in possession of any part of the Project Lands, as its interest may appear, as loss payee (if applicable) with respect to each Component's property policies and as 'additional insured' with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations; and

(v) any leasehold mortgagee in possession of any part of the Non-Residential Component demised to a lessee who is named as a party insured, but only as loss payee 'as their interest may appear' with respect to each Component's property policies and/or 'additional insured' but only with respect to each Component's commercial general liability policies, but only with respect to liability arising out of the sole or partial negligence or such Component's operations.

(b) All policies of insurance shall provide 30 days prior written notice of cancellation, except where general or statutory conditions apply, and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

(c) Each Owner of a Component shall be entitled, not more than once annually, to request from the other Owners of the Components a certificate of insurance evidencing compliance with this Article 5, and each Owner of a Component shall deliver such certificate of insurance to the requesting party within 15 business days of such request.

(d) All policies of insurance shall provide 30 days prior written notice of cancellation and any party receiving such notice shall immediately notify all other Owners of a Component of this Agreement.

### 5.4 Failure to Pay Premiums or Maintain Insurance

If a party fails to maintain insurance or to pay its premiums or its portion of any premium, for a policy required by this Article 5 when due, and which such party is obligated to pay pursuant to this Article 5 or otherwise, then such other party or parties to this Agreement insured by such policy may, after 10 days written notice to the defaulting party, pay such insurance premium or portion of the insurance premium or obtain such insurance at the expense of the defaulting party. The defaulting party shall upon demand, reimburse the party or parties obtaining such insurance or making such payment for the amount thereof and for all costs and expenses incurred in connection therewith.

### 5.5 Application of Insurance Proceeds

Any monies payable as a result of damage to the Project Lands or any part thereof shall first be utilized to satisfy the obligations of the parties under Article 6 and thereafter distributed as their interest may appear in accordance with the apportionment determined by the Insurer. In the event

it can reasonably be demonstrated that the apportionment is in error, the parties may agree upon a different apportionment, failing which the apportionment shall be determined by arbitration in accordance with Article 10. In the event that the monies are insufficient to complete any required work, the parties shall fund any deficiencies within 30 days of receipt of the monies paid. The amount to be funded by each party shall be subject to mutual agreement of the affected parties failing which the apportionment shall be determined by arbitration in accordance with Article 10.

5.6 All insurance placed by Owners of the Components to satisfy their obligations to insure pursuant to this Agreement shall only be with insurers with a financial rating of A- or better.

## **ARTICLE 6 - DAMAGE TO THE PROJECT LANDS**

### **6.1 Support Repairs**

Each Owner of a Component shall, from time to time, make all Support Repairs as may be required, and shall make all repairs necessary to ensure the continuity of the Easements. For the purpose of this Agreement the term “**Support Repairs**” means all repairs necessary to any of the Structures to provide adequate support for other Structures, and to permit the occupants of the other Structures the full use of utilities, systems and components serving the other Structures, together with full and safe access to the other Structures and the benefit of all easements hereinbefore granted over the Structures undergoing Support Repairs.

### **6.2 Obligation to Perform**

In the event of any damage or destruction to a Component, the affected Owner of a Component shall repair such damage forthwith in a good and workmanlike manner and if the damage or destruction has been caused by an insured peril, all insurance proceeds shall be applied accordingly.

### **6.3 Safety**

In any event areas damaged and not otherwise rebuilt or repaired in accordance with the foregoing provisions, shall be cleared and restored to a reasonable state acceptable to the continuing occupants of the Project from the standpoint of public health and safety, and in compliance with all municipal requirements and applicable codes, and in a manner which ensures the continuation of the Easements, and that responds to the foregoing obligation to undertake Support Repairs.

### **6.4 Notice**

For the purpose of this Article 6, notice to Unit Owners will be validly given if given to the Condominium or if the Condominium has been terminated, if placed for a period of 3 days in the Toronto Star or the Toronto editions of the Globe and Mail or such other major Toronto newspaper with a similar customer circulation. . Any party performing repairs in accordance with this Article 6, or having knowledge of any third party performing repairs on the Project Lands, shall notify the other Owners of the Components in writing of such work.

### **6.5 Completing Repairs**

(a) A party advising of its intention under this Article 6 to carry out repairs and a party otherwise obligated under this Article 6 to carry out repairs or Support Repairs, will commence such repairs or Support Repairs at the earliest date that is reasonable in all of the circumstances and will proceed to completion thereof expeditiously and with reasonable diligence.

(b) If under this Agreement or pursuant to the Act a party is required to make repairs and does not in fact repair (the “Non-Repairing Party”), then the remaining party (the “Repairing Party”) may effect such repairs of the Structures of the Non-Repairing Party as the Repairing Party deems necessary for the continued use, operation and enjoyment of the Structures owned or governed by the Repairing Party.

(c) All actions, decisions and construction undertaken pursuant to this Article 6 shall be undertaken expeditiously.



(d) Any costs of a Repairing Party for actions taken hereunder shall be recoverable from the Non-Repairing Party pursuant to Section 14.1 of this Agreement.

#### 6.6 New Easements

A party obligated to carry out Support Repairs and the owner or owners of the Structures undergoing Support Repairs, will grant such new Easements over those Structures to the owner or owners of the Structures benefiting from the Support Repairs, as will enable the latter owner or owners to enjoy all of the benefits of the Easements. Such new Easements will be subject to the provisions of this Agreement and will have the same force and effect as if granted under Article 2.

#### 6.7 Section 127(1)(d) of Act

For purposes of Section 127(1)(d) of the Act, the obligations created by Subsection 6.2 shall be deemed to be encumbrances against all of the Units.

#### 6.8 Original Building Plans

All repairs and Support Repairs shall be effected and performed substantially in accordance with the original plans, specifications, drawings and designs used in the original construction of the Structures, or if the original plans are no longer functional or cannot be legally utilized, the repairs shall be effected utilizing such plans, specifications, drawings and designs as may be agreed to by the affected parties. Where two or more Structures are damaged, all repairs and Support Repairs shall be carried out simultaneously and in a coordinated manner, whenever reasonably possible.

#### 6.9 Co-ordination of Work

Where both of the Structures are damaged, all repairs and Support Repairs shall be carried out simultaneously and in a coordinated manner, whenever reasonably possible.

### ARTICLE 7 - ALTERATIONS

#### 7.1 Right to make Alterations

Subject to the provisions of Sections 7.2 and 7.3, each Owner of a Component may, at any time, at such party's sole cost and expense, make alterations, additions or improvements to its Component, including without restriction, demolition, reconstruction and Support Repairs, and in connection therewith may relocate any Easement within its Component that has been granted to the other party pursuant to this Agreement (the "Alterations"), provided, however, that such alterations, additions or improvements and relocations shall not be performed without the written consent (as provided in Sections 7.2 and 7.3) of such other party if they constitute Prohibited Alterations.

#### 7.2 Plans and Specifications

If at any time the Owner of a Component hereto proposes to make any Alterations to its Component which constitute Prohibited Alterations then, before commencing such Alterations, such party (the "Changing Party") shall give to the other Owners of a Component the copy of the plans and specifications showing the proposed Alterations. If the other Owners, within 30 days after delivery of said plans and specifications, shall not give to the Changing Party a written notice specifying the respect or respects in which the proposed Alterations constitute Prohibited Alterations then the other party shall conclusively be deemed to have agreed that such Alterations are not Prohibited Alterations provided such Alterations are the Alterations actually made are, in all material respects, as shown on the plans and specifications furnished by the Changing Party. If a party gives a written notice as aforesaid, the Changing Party shall not commence any Alteration until the parties have agreed to a resolution of the disagreement, or until the disagreement has been resolved by arbitration in accordance with Article 10. Notwithstanding the foregoing, alterations to the exterior of the Non-Residential Structures, alterations made to the Non-Residential Structures in the nature of leasehold improvements, the removal or replacement of partitions, the alteration or removal of non-structural or non-loadbearing walls or columns, the removal or replacement of or change to the mechanical, electrical and plumbing fixtures, equipment, services and systems which exclusively serve the

Non-Residential Structures or any portion thereof, need not be performed or effected in compliance with this Section 7.2 and are deemed not to be Prohibited Alterations. Any reasonable costs incurred by any Owner of a Component for the review by it of all proposed alterations of another Owner of a Component shall be borne by the Owner of a Component proposing the alteration. Such costs shall be limited to those of third parties professional consultants and advisors.

### 7.3 Undertaking Alterations

The Changing Party shall make Alterations in compliance with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Project Lands. Each party shall, to the extent reasonably practicable, make Alterations in such a manner as to reasonably minimize noise, vibration and other interference with the use or enjoyment of the other Components by their occupants and during time periods which will not cause inconvenience or nuisance to the other Components and their occupants. In that regard, the Changing Party shall consult with the other Owners of a Component to arrange for an agreeable time period. Prior to making any Alterations, the Changing Party shall be required to obtain insurance appropriate to the situation.

## ARTICLE 8 - EXPROPRIATION AND EASEMENTS

### 8.1 Ownership of Expropriated Portion

The Owners of the Components agree to cooperate with each other in respect of any expropriation of all or any part of the Project Lands, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled at law. If and to the extent that any portion or portions of the Project Lands are expropriated and to the extent that such portion so expropriated (whether or not the same represents the whole portion so expropriated) is not affected by the Easements, then the full proceeds accruing therefrom or awarded as a result thereof shall enure to the benefit of, belong to and be paid to the party who is the owner thereof and the remaining party will abandon or assign to the party so entitled to receive such award any rights which such other party may have or acquire by operation of law to such proceeds or award and will execute such documents as in the opinion of the party entitled to such proceeds or award are or may be necessary to give to this effect to this intention. The parties agree that if a portion of the Project Lands is expropriated and the Easements which attach to that portion of the Project Lands expropriated are not, the Easements shall continue to bind the portion of the Project Lands expropriated. Further, the parties agree that if any part of the Project Lands that are expropriated are subject to an Easement, the party who owns the Project Lands being expropriated shall provide, at its sole cost and expense, an alternate Easement as similar as reasonably possible to the Easement being expropriated including, without limitation, with respect to the scope, size and location of the Easement being replaced.

### 8.2 Allocation

If and to the extent that any portion or portions of the Project Lands are expropriated and to the extent that such portion so expropriated is affected by any of the Easements, then the proceeds accruing therefrom or awarded as a result thereof relating to the portion affected by said Easements shall be allocated amongst the Owners of the Components, as agreed upon by them. The parties shall be entitled to have such allocation determined by arbitration in accordance with Article 10. The arbitrator shall determine the sum of money which should be allocated to that part of the Project Lands owned by each Owner of a Component and in so doing shall consider and have regard to the following factors:

- (a) the ownership of each affected part of the Project Lands;
- (b) the nature and frequency of use over such part of the Project Lands by each party under the Easements or under any other easements to which each party may be entitled to by laws and the feasibility of alternate easements; and
- (c) the relation that any such portion of the Project Lands may bear to the overall appearance or design of the Project.

### 8.3 Easements to Governmental Authorities

If any party has to give an easement to a governmental authority over the portion of the Project Lands which it owns as a result of an action or application initiated by the party granting such easement, it shall be entitled to do so provided it does not materially affect another party's use and enjoyment of any Easement or right which it enjoys over the lands to be affected by the new easement.

## ARTICLE 9 - FORCE MAJEURE

### 9.1 Force Majeure

Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other catastrophe, acts of God, act of the Queen's enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, provided the relevant party's inability to obtain materials, goods, equipment, services or utilities required is not due to that party's lack of finances, or any law, by-law, regulation or order of a public authority or inability to obtain any permission or authority required thereby.

## ARTICLE 10 - ARBITRATION

### 10.1 Notice to Arbitrate

Any Owner of a Component may commence arbitration proceedings by giving notice of arbitration to the other party or parties interested in the matter in dispute, in regard to any matter stipulated in this Agreement to be subject to arbitration, or in regard to any disagreement as to the application or interpretation of this Agreement. Such notice shall specify the subject matter of the arbitration and shall give the name, address and telephone number of the person which such party appoints as arbitrator. Within 15 days of the giving of such notice, if they have been unable to agree with the notifying party upon a single arbitrator, the party or parties receiving such notice shall advise the other party, in writing, of the name, address and telephone number of the person whom each of them appoints as arbitrator. Any arbitrators so nominated shall have expertise in the general subject matter of the issue being arbitrated.

### 10.2 Failure to Appoint

If a party does not name an arbitrator within 10 days of the date during which that arbitrator should have been named, the arbitrator named in the notice to arbitrate will determine the matter or matters in dispute.

### 10.3 Appointment of Additional Arbitrators

If the number of arbitrators appointed by the parties is either two or four then those arbitrators shall forthwith and within 10 days after the appointment of the last of them as arbitrator, and before exchanging views as to the question at issue, appoint in writing an additional arbitrator and give written notice of such appointment to each of the parties. In the event that the two arbitrators shall fail to appoint or agree upon the additional arbitrator within the said ten day period, the said parties shall select the additional arbitrator within a further period of 10 days. If the parties do not agree upon an additional arbitrator within the said 10 days, then the additional arbitrator shall be chosen upon application by any of the parties to the Superior Court of Justice for the Province of Ontario pursuant to the Arbitration Act 1991, S.O. 1991, c.17.

### 10.4 Arbitration Proceedings

The arbitrator or arbitrators chosen in accordance with Sections 10.1, 10.2 and 10.3 shall be sworn faithfully and fairly to determine the question at issue. The arbitrator or arbitrators shall afford to each party a hearing and the right to submit evidence with the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make a determination in

writing and shall give written notice to such parties of such determination. The determination of a single arbitrator or the concurring determination of majority of the arbitrators shall be final and binding upon both parties and there shall be no appeal therefrom. Judgment upon the determination rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The fees and expenses of the arbitrators shall be determined and allocated amongst the parties by the arbitrators. If a party shall fail to pay fees or expenses of the arbitrators as so determined, then the other party may pay the same and the defaulting party shall, upon demand, reimburse the party who has made such payment.

## ARTICLE 11 - AMENDMENTS

### 11.1 Amendments to this Agreement

(a) Any two or more Owners of Components shall be entitled to agree in writing to any adjustment with respect to their respective responsibilities for contributing to the payment of Shared Facilities costs, or to adjust between such them the boundaries of their respective Components or the Easements in favour of each of such owners provided, however, that any such adjustment shall not in any way reduce the individual or collective obligations of the Owners of the Components so agreeing vis-a-vis other Components, or release the Owners of the Components so agreeing from the performance of their individual or collective obligations to the other Owners of the Components.

(b) If any of the situations described in Subsection 11.1(a) above occurs, then an amendment to this Agreement shall be executed. The parties affected by any adjustment or adjustments contemplated by Subsection 11.1(a) shall, acting in good faith, negotiate, execute and deliver the amending agreement required to amend this Agreement to accommodate the adjustment or adjustments effected in accordance with Subsection 11.1(a), and such amending agreement will be registered on title to all of the Project Lands.

(c) If any of the Owners of the Components wish to amend this Agreement with respect to any provision contained therein that relates to their respective Components and the amendments do not affect the other Component(s) in any manner whatsoever, such Owners may amend this Agreement as aforesaid without the consent of the other Owner(s).

(d) If any change is required to be made to this Agreement, as agreed upon by the parties hereto or as determined as a result of a matter arbitrated in accordance with the provisions of this Agreement, then this Agreement shall be amended to reflect that change and such amending agreement shall be registered on title to all of the Project Lands.

(e) The costs relating to the preparation, negotiation and registration of any amendment to this Agreement in accordance with this Section 11.1 shall be shared equally between the Owners of the Components to which the amendments relate.

### 11.2 Disputes Regarding Shared Facilities

(a) Any Owner of a Component (the "**Requesting Party**") who is required to perform any work or services with respect to any Shared Facilities or who is obligated to contribute to the payment of Shared Facilities costs, and who wishes to clarify the allocation of responsibility for performance or payment as set out in Schedule "D", shall first give written notice to all of the other parties affected by the item or matter sought to be clarified, and if such other parties and the Requesting Party cannot agree on the amendment requested by the Requesting Party within 30 days of the giving of such notice, then the Requesting Party may apply to have the request for amendment determined by Arbitration.

(b) Notwithstanding any dispute, until any request made pursuant to Subsection 11.2(a) above is finally determined by Arbitration, the Requesting Party shall continue to perform all work and services required to be performed by it and pay all amounts required to be paid by it as previously performed as being in accordance with this Agreement.

(c) Following a decision by Arbitration, the appropriate payments and reimbursements among the parties hereto shall be made to recognize and give effect to the decision of the Arbitrator seized of the matter. Any amounts so payable shall be paid within 30 days of the date that notice of the decision of the Arbitrator is received by all parties.

### 11.3 Parties to Execute Agreements

All parties hereto and their respective successors and assigns will, at no cost to any other party, execute any further agreements or amendments to this Agreement or grant such further assurances as may be required to further evidence or register notice of any amendments made to this Agreement, whether by reason of agreement among the parties, or a decision of an Arbitrator. Any such agreement, amendment or further assurance shall be prepared by the party requesting its execution, at such party's expense.

## ARTICLE 12 - EVENTS OF DEFAULT AND SELF HELP

### 12.1 Event of Default

An "Event of Default" shall exist if:

- (a) any Owner of a Component fails to pay an amount which it is required to pay pursuant to this Agreement within 15 days of the date that the amount is due; or
- (b) any Owner of a Component remains in default for 15 days after notice thereof from another party with respect to a provision of this Agreement other than with respect to the payment of money, unless they have commenced to remedy the default and are diligently pursuing the remedying of the default to its completion;

and the party alleged to be in default is not arbitrating the existence of or liability for the alleged default.

### 12.2 Self Help

- (a) If any of the Owners of a Component (the "Non-Performing Party") fails to perform any of its obligations under this Agreement and an Event of Default exists with respect to such failure, then in addition to any other right or privilege specifically provided for in this Agreement, and without waiving or derogating from any right otherwise provided in this Agreement, any other party (the "Requesting Party") may give the Non-Performing Party notice outlining the nature of the default and requesting that the Non-Performing Party perform its obligations.
- (b) If, without reasonable cause, the Non-Performing Party either does not within 72 hours of receipt of such notice, or such longer period as is reasonable in the circumstances, commence or thereafter does not take all reasonable steps necessary to cure the default set out in such notice, then the Requesting Party may take all reasonable steps necessary to cure the default outlined in such notice, including, without limitation, the payment of any cost or expense required to be paid by the Non-Performing Party, the performance of work, the hiring of contractors, entry onto the Structures of the Non-Performing Party, the exercise of any right of access of such Non-Performing Party.
- (c) The Non-Performing Party will pay directly to the Requesting Party any cost or expense actually paid or incurred by the Requesting Party in performing the obligations of the Non-Performing Party pursuant to this Agreement in accordance with this Section, together with interest from the date such payment is made by the Requesting Party until reimbursement is made to the Requesting Party, calculated in accordance with Section 13.1 hereof. However, any amount expended or incurred by the Requesting Party that can clearly be demonstrated to be substantially in excess of the reasonable costs or expenses which would properly have been paid to cure the default by a party acting in good faith and reasonably is not recoverable from the Non-Performing Party.
- (d) Any Requesting Party exercising a right of entry onto the Component of a Non-Performing Party upon so doing shall be deemed to have agreed to indemnify the Non-Performing Party against any damage or losses resulting from such entry, to use its best

efforts to minimize disruption and inconvenience to the Non-Performing Party and to repair any damage or remedy any unnecessary inconvenience.

(e) Notwithstanding paragraphs (a) and (b) immediately preceding, if any party, acting in good faith, is of the opinion that an emergency exists requiring the immediate attention of another party, and the nature of the emergency does not permit the providing of notice as contemplated by paragraph (a) immediately preceding, the party which or who, as the case may be, is of the view that the emergency requires immediate attention may take such steps that are reasonable in the circumstances to deal with the emergency, subject to the other provisions of this Section.

### 12.3 Exercising Rights of the Condominium

If a Non-Performing Party is the Condominium, and if a Requesting Party has elected to cure the default set out in the notice to the Non-Performing Party, then the Requesting Party shall be entitled, to the extent necessary, to exercise all of the rights of access over and through the Units to which the Condominium is entitled under the Act and which are reasonably necessary to permit the cure of the default.

### 12.4 Charging Provisions

(a) If any Owner of a Component (the "Defaulting Party") fails to pay any amount (the "Unpaid Amount") of money required to be paid pursuant to this Agreement and an Event of Default exists with respect to such failure then, in addition any other rights, powers or remedies available to the other Owners of the Components (the "Non-Defaulting Party(ies)") at common law, by statute, or in equity, any Non-Defaulting Party shall be entitled to:

(i) charge and levy interest against the Defaulting Party in respect of the Unpaid Amount and on all costs and expenses incurred by the Non-Defaulting Party in collecting (or attempting to collect) same, including all legal expenses incurred by the Non-Defaulting Party on a solicitor-client basis, at the rate described in Section 13.1, with interest on the Unpaid Amount commencing to accrue from and after the date which the Unpaid Amount is due and payable and with interest of all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Non-Defaulting Party incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

(ii) maintain and enforce a lien (the "Lien") against the Defaulting Party's lands, as security for the payment of the Unpaid Amount and all costs and expenses incurred by the Non-Defaulting Party in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Non-Defaulting Party 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 Non-Defaulting Party, as a prerequisite to the registration and/or enforcement of the Lien, to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Non-Defaulting Party shall be entitled to forthwith apply to such court for same and the Defaulting Party shall for all purposes be deemed to have consented to any such application by the Non-Defaulting Party, and concurrently, the Defaulting Party 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 Non-Defaulting Party or the maintenance and enforcement of the Lien by the Non-Defaulting Party.

## ARTICLE 13 - INTEREST AND COSTS

### 13.1 Interest and Costs

In each instance when a party shall be obligated to pay any sum of money to another party hereunder interest shall accrue thereon and be payable hereunder at 5% above the prime lending rate charged from time to time by the Royal Bank of Canada at Toronto to its most creditworthy customers from the date such sum first became due, calculated and compounded monthly, not in advance. If any legal action, demand or proceeding is brought, instituted or taken by a party, or if a party shall cure a default of another party, the party in default shall pay to the other party all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a Court shall otherwise award.

## ARTICLE 14 - TRANSFER, ASSIGNMENT AND ASSUMPTION

### 14.1 Assignment of Rights to Lessees, Mortgagees

Any party may, without the necessity of conveying title to such party's Component or lands, assign or otherwise transfer to any lessee for a term equal to or greater than 21 years of any part of the Project Lands or to any mortgagee of any part of the Project Lands, as appurtenant to their leasehold or estate or mortgagee's interest, all or any of the rights, benefits, privileges, easements and rights of entry contained in this Agreement or otherwise applicable to the lands and premises described in Schedules "A" and "B", and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to a mortgagee covering the leasehold estate of such lessee, and any such lessee or mortgagee may exercise any such right, benefit, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, benefit, privilege, easement or right of entry to such lessee or mortgagee provided, however, that such lessee, mortgagee or mortgagee of a lessee agrees with the other parties to this Agreement to be bound by and to perform the obligations hereunder applicable to the lands affected by their lease or mortgage by execution of an Assumption Agreement in the form provided for in Schedule "F2" or "F3" as may be applicable provided that an Assumption Agreement shall not be required with respect to any lease or mortgage of a Unit. Notwithstanding the foregoing no party hereto (or any other person having any rights hereunder) shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such party has provided the required executed form of Assumption Agreement.

### 14.2 Assumption by Condominium Corporation

(a) Immediately upon registration of the Declaration and Description in respect of the Adjacent Condominium Lands, the declarant shall obtain and deliver to the Condominium an Assumption Agreement in the form provided for in Schedule "F1" from the Condominium to be bound by the terms of this Agreement as they relate to the Adjacent Condominium Lands and, upon the delivery of such an Assumption Agreement, the declarant shall be released to the extent of the obligations so assumed.

(b) The parties hereto agree that any judgment which may be obtained against the Condominium and/or the Adjacent Condominium which may be registered in respect of the Condominium and/or the Adjacent Condominium shall be a judgment against the Unit owners thereunder in the percentages referred to in the Declaration and Description registered against those lands.

### 14.3 Sale of a Component and Limitation of Liability

Nothing in this Agreement shall prevent or be deemed to prevent the sale, transfer, mortgaging, pledging, encumbering or other disposition (the "Disposition") of the whole or any part of a Component provided that the party making such disposition shall obtain from the party receiving such Disposition a written Assumption Agreement in the form provided for in Schedule H1 with respect to the lands contained in such Disposition and upon execution of such Assumption Agreement the party giving the Disposition shall be released from its obligations under this Agreement in relation to the lands contained in such Disposition and Assumption Agreement.

## ARTICLE 15 - TERMINATION

### 15.1 Termination

This Agreement cannot be terminated other than by the written consent of the Owners of the Components. Except as may otherwise be agreed upon, and subject to the provisions of Sections 6.6 and 7.1, if this Agreement is terminated, the Easements hereby granted shall remain in full force and effect, regardless of whether the Project Lands is in a form similar to that which existed on the date this Agreement came into effect.

### 15.2 Debts Survive

Notwithstanding the termination of this Agreement, if at the time of such termination any party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, shall be paid, together with any interest and costs with respect to such monies payable pursuant to Section 14.1 or any other provision of this Agreement.

### 15.3 Termination of Condominium

Notwithstanding the termination pursuant to the Act of the Condominium and/or the Adjacent Condominium, the Unit Owners covenant and agree that they will continue after such termination to be bound by the provisions of this Agreement, mutatis mutandis, and will execute such further assurances as may be required to give effect to this Section 15.3 subject to the provisions of this Agreement. In the event that the Condominium and/or the Adjacent Condominium gives notice of its intent to terminate the Condominium or the Adjacent Condominium, as the case may be, because of substantial damage, and it does not do so within 120 days, such party will not be entitled to terminate.

## ARTICLE 16 - MISCELLANEOUS

### 16.1 Notice

- (a) Any notice required to be sent pursuant to the provisions of this Agreement shall be sent by prepaid registered mail or may be delivered to the parties in person or by electronic or facsimile transmission at the following address:

**TORVIEW PROPERTIES LIMITED**

137 Bowes Road  
Concord, ON L4K 1H3  
Facsimile No.: (905) 738-5948  
Attention: Fabrizio Cortellucci  
Email:

**THE CONDOMINIUM**

c/o FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto, ON M9W 6R4  
Facsimile No.:  
Attention: Property Manager

or any other address as each party may designate from time to time. Any notice shall be deemed to be received 2 business days from the date of mailing, in the case of personal delivery, on the date of delivery, and in the case of electronic or facsimile transmission on the date of transmission.

- (b) Any notice given in accordance with this Section 16.1 shall be deemed also to be given to the Unit Owners.

### 16.2 Provisions Run with the Land

The provisions of this Agreement are intended to and shall run with the Project Lands and shall benefit and burden the Project Lands, and shall bind and enure to the benefit of the parties hereto and their successors and assigns. All references herein to Torview in respect of



the Commercial Component shall, upon the registration of the Declaration and Description with respect to the Adjacent Condominium Lands, thereafter be deemed to be a reference to the Adjacent Condominium Corporation.

### 16.3 Certificate of Compliance

(a) Each Owner of a Component agrees, at any time and from time to time during the term of this Agreement, within 10 days after written request by the requesting party, to execute, acknowledge, and deliver to the requesting party a certificate stating (1) that this Agreement and the Schedules attached hereto are unmodified and in force and effect, or if there has been any modification that this Agreement is in force and effect, as modified, and identifying the modification, (2) whether or not there is any existing default hereunder by any party and if there is any such default, specifying the nature and extent thereof, (3) whether or not the party executing such certificate 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 Component, the cost of which such party is or will be entitled to charge in whole or in part to any other party but has not yet charged such other party, and if there be any such maintenance or other work, specifying the nature and extent thereof, (4) the current address to which notices given to the party executing such certificate are required to be mailed under Section 16.1 hereof, and (5) whether it has received notice under the self help provisions contained herein.

(b) If an Owner of a Component does not provide the certificate contemplated herein within such 10 day period, such Owner of a Component (the "Certifying Owner") shall be deemed to have certified that (1) this Agreement and the Schedules attached hereto are unmodified and in full force and effect, or, if there has been any modification, that this Agreement is in force and effect, as modified; (2) that there is no existing default hereunder by any party, (3) that there are no costs for which the Certifying Owner is or will be entitled to charge in whole or in part to any other Owner of a Component but has not yet charged such other Owner of a Component; (4) that the current address to which notices given to the Certifying Owner are required to be mailed is as set out in Section 16.1 hereof; and (5) that the Certifying Owner has received no notice under the self help provisions contained herein.

(c) The certificate given by any party as contemplated hereby, may be pleaded and shall constitute a complete defence by anyone to whom it is supplied in regards to the veracity of the statements made therein, and, if such certificate has not been provided in accordance with this Section, the party who has requested such certificate shall be entitled to plead Subsection 16.3(b) as to the veracity of the statements made therein.

### 16.4 Time of the Essence

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

### 16.5 No Partnership or Agency

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

### 16.6 Headings

The Article headings and Section headings have been inserted for convenience of reference only and do not form part of this Agreement. They shall not be referred to in the interpretation of this Agreement.

### 16.7 Further Assurances

The parties hereto shall and will sign such further documents, cause such meetings to be held, resolutions passed, by-laws enacted, do and cause to be done and performed such further acts and things as may be necessary or desirable from time to time, in order to give full effect to this Agreement and each and every part hereof.

#### 16.8 Planning Act

This Agreement is conditional upon compliance with the subdivision and part lot control provisions of the Planning Act, 1990, and any amendments thereto, in respect of the Easements and this Agreement.

#### 16.9 Indemnity

Each Owner of a Component (in this provision the “**Indemnitor**”) shall indemnify and save harmless each other Owner of a Component (in this provision the “**Indemnitee**”) from all claims, demands, actions, causes of action, losses, damages, costs, charges, expenses and any other liability whatsoever incurred by each Indemnitee in respect of any and all property damage, personal injury or death to the extent arising out of the construction, maintenance, operation, the making of repairs and replacements to, alterations and improvements to and the redevelopment of the Component of the Indemnitor or entry onto the Component of another Owner of a Component, or the negligence, act or omission to act by the Indemnitor, its lessees, sublessees, agents, contractors, and others for whom it is in law responsible, but such indemnity shall not include and the respective Owners disclaim all right to recover in respect of any liability for consequential damages and loss of profits and, further, that this indemnity shall not apply to any such matters as a result of the Indemnitor performing such acts as a result of the failure of the Indemnitee to perform its obligations hereunder provided that such actions are performed by the Indemnitor in accordance with the provisions of this Agreement.

#### 16.10 Special Provisions

The matters contained in Schedule “E” Special Provisions shall, in the event of any conflict with a provision in the body of this Agreement, override and/or supersede such conflicting provision.

#### 16.11 Entire Agreement

This Agreement sets forth the entire agreement between all of the parties hereto respecting the subject matter hereof and there are no other agreements, oral, express or implied, other than as specifically set forth herein.

*[The balance of this page is intentionally left blank.]*


16.12 Effective Date

This Agreement shall be deemed to be effective as and from the 23<sup>rd</sup> day of March, 2016.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**TORVIEW PROPERTIES INC.**


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

  
Name: Fabrizio Cortellucci  
Title: Secretary

I Have authority to bind the Corporation

**YORK REGION STANDARD  
CONDOMINIUM CORPORATION NO.  
1308**

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

  
Name: Fabrizio Cortellucci  
Title: President

I have authority to bind the Corporation.

**SCHEDULE "A"**

**CONDOMINIUM LANDS**

All Units and their appurtenant common interests in York Region Standard Condominium Plan No. 1308 and which as of the date of this Agreement form all of PINs 29839-0001 to 29839-1239 (LT).

**SCHEDULE "B"**

**ADJACENT CONDOMINIUM LANDS**

Part of Lots 1 to 7 inclusive on Registered Plan 4342, designated as Parts 2, 3, 4, 5, 6, 7, 11 and 12 on Reference Plan 65R-36096; Town of Richmond Hill, and which as of the date of this Agreement forms all of PIN 03145-0436 (LT).

## SCHEDULE "C"

### **Terms, Regulations and Rules**

#### Non-Exclusive

Unless otherwise specifically stated all of the Easements whether specific or general shall be non-exclusive.

#### Easements of Support

All Easements for support shall provide such support to the benefiting lands as may be necessary to fully and properly support such lands and the related improvements. The owner of the lands subject to such Easements further acknowledges and agrees that it and its successors shall keep and repair all Structures and building elements to provide the support required by the terms of this easement and shall keep and repair all Structures and building elements lying within the lands subject to the Easement of support in a state of repair sufficient to provide full and proper support for the benefiting lands and the related improvements, as constructed as at this date. The owner shall be entitled to repair and/or replace the supporting structure and building elements so long as such repaired or replaced Structures or elements will continue to provide at least the same degree of support for the benefiting lands and the related improvements as was originally provided and further provided that to the extent reasonably possible such work shall be performed at times and in a manner which it will cause the least disruption reasonably possible to the benefiting lands. In the event that the owner fails to repair or maintain such structure and elements so as to properly provide the rights of support referred to above and the benefiting party has provided the owner with not less than 30 days prior notice in writing setting out the alleged defect or failure to repair or maintain and the owner has still not corrected such failure or defect, then the benefiting party may enter upon the lands subject to the support Easement or any adjacent lands necessary for access to such lands and do such repair or maintenance work as is necessary to provide the required support at the cost of the owner. In the event of an emergency situation where the life or safety of the public is endangered or the benefiting lands and/or the related improvements are in imminent danger of collapse or damage then the benefiting party shall give the owner such notice as is possible and shall be entitled to enter the lands subject to the Easement and to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the owner. Such costs shall include the costs of repairs or replacement of the improvements constructed on the benefiting lands. The Easements of support are intended to provide support only for the Structures presently on the benefiting lands. The owner of any benefiting lands shall not erect or construct any improvements or place equipment or materials on or in the benefiting lands in such a manner as to impair, endanger, burden or damage or threaten to damage the improvements situated on the owners lands. In particular, the owners of any benefiting lands acknowledges that the Easements of support are not intended to provide support for any additional Structures, equipment or materials and that the owners of any benefiting lands shall indemnify and hold harmless the owners of any lands subject to the Easements of support from all claims, demands, losses, damages, costs, charges, liabilities and expenses which may arise as a result of the overburdening of the Easements of support.

#### Mutual Rights of Entry

Each party owning lands subject to an Easement for support, maintenance, construction or repairs of any kind acknowledges that such Easement further provides the benefiting party the right to enter upon the lands not explicitly subject to such Easements for the purpose exercising such Easements, where such support, construction, maintenance or repairs are only capable of being effected by entry upon those lands or where substantial economic savings would result from such entry for such purposes and to take upon such machinery, equipment, materials and workmen as may be necessary or desirable, subject, however, to the following conditions and restrictions:

- (a) except in the case of an emergency, no such entry shall be made until the owner of the land upon which entry is to be made shall be given at least 60 days notice of the intention to make such entry and the intended time of commencement and completion of such repairs, improvements or maintenance;

- (b) such repair, improvement or maintenance shall be done expeditiously so as to cause the least possible interference with the use or operation of the lands affected thereby and, to this end, shall be performed after normal business hours whenever possible; and
- (c) such repair, improvement or maintenance shall not interrupt the operations of the improvements on such additional lands without the prior written consent of the owner thereof, which consent shall not be unreasonably withheld or delayed.

#### Reasonable Access to Loading Areas

In accordance with the Easement set out in the Condominium's description, the Owner of the Commercial Component shall provide access to and use of the loading areas as reasonably necessary to the operations and maintenance of the Residential Component.

#### Interpretation of Easements

All Easements shall be interpreted so as to affect only those portions of the Project Lands as are reasonably required for the purposes of such Easements set out therein, taking into consideration, *inter alia*, the location of any service, facility, corridor and/or passageway utilized for the purpose of the Easement, and the physical limitations and boundaries of the building and/or property.

#### Postponements and Partial Discharges

If The Town of Richmond Hill and/or The Regional Municipality of York and/or any other governmental authority or agency and/or any utility provider (each, an "Authority") requires (a) an easement over, or (b) a conveyance of, any portion of the Project Lands, then each party to this Agreement shall (a) postpone this Agreement in favour of any such easement to be transferred to an Authority; and (b) partially release and discharge this Agreement from the lands to be conveyed to an Authority, and this shall constitute the irrevocable Acknowledgment and Direction of all of the Owners to the solicitor registering the transfer and/or easement to (a) postpone this Agreement; or (b) release and discharge this Agreement, as the case may be, from the lands transferred or conveyed.

## SCHEDULE "D"

### Allocation of the Cost of Shared Facilities Maintenance, Repair and Operations

#### General Principles

1. Each party is responsible for the repair, maintenance, operation, utilities and replacement of its own Component, at its sole cost, even when portions of its Component also serve or benefit another Component, save as is expressly herein set out.
2. If the Owner of a Component is not to be responsible for the repair, maintenance, operation, utilities and replacement of some portion or element of its Component, then it is explicitly stated in the description of such portion or element of the Component in this Schedule.
3. The portion of the costs of the annual repair, maintenance, operation, utilities and replacement of any portion or element of a Component where such costs are to be shared, is expressly set out in this Schedule opposite the description of such portion or element of such Component.
4. In certain cases, while the costs of certain Shared Facilities are allocated entirely to one party in this Schedule, this shall not prevent such party from recovering a portion of such costs pursuant to arrangements specifically contemplated by Schedule "E".
5. If any of the parties identify a matter not included in this Schedule "D" but which is in fact functioning as one of the Shared Facilities as defined by this Agreement, then, at a meeting of the Shared Facilities Committee, the parties will in good faith negotiate to establish a fair allocation of the responsibility and cost of operating and maintaining such additional Shared Facilities which, upon the agreement of the parties shall be added to the matters set out in this Schedule "D" without the need for amendment to this Agreement. If the parties cannot agree, the matter will be determined in accordance with the arbitration provisions of this Agreement.
6. If any of the parties requires service to its Component beyond the base standards set out in this Schedule "D", such party shall, at its sole cost, be responsible for arranging for such additional services.

#### Cost Sharing / Allocation

1. Refer to Appendix 1 and Appendix 2 attached to this Schedule "D". References therein to "Residential" and "Commercial" shall be deemed to refer to the Owners from time to time of the Residential Component and the Commercial Component, respectively, unless expressly stated otherwise.



**SCHEDULE "D"**

**APPENDIX 1**

<u>SHARED FACILITIES EXPENSES</u>	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>
	<u>%</u>	<u>%</u>
Landscaping and Snow Clearing	88	12
Insurance*	94	6
Electricity	94	6
Water	94	6
Gas	94	6
Shared Facilities Management	94	6
Repairs and Maintenance	94	6
Maintenance Supplies	94	6
Legal	94	6
Audit	94	6
Office Expenses	94	6
Telephones	94	6
Generator Maintenance	94	6
Shared Building Equipment Maintenance	94	6
Life Safety System Maintenance	94	6
Reserve Fund Provision	94	6
Reserve Fund Provision for Reserve Fund Study	94	6
All other Shared Expenses	94	6

\* If required

All expenses noted above, except for the costs of shared landscaping and snow clearing, apportion costs based on the Gross Floor Area of both the Residential and Commercial Components in the project, proportionate to the total Gross Floor Area of the project.

Residential GFA 34,662.3 Sq. M. **94%**

Commercial GFA 2085.7 Sq. M. **6%**

Total GFA 36,748.0 Sq. M.

The cost of Landscaping and Snow Clearing has been apportioned based on the number of parking spaces located within each component of the project, proportionate to the total number of parking spaces in the development.

Residential Parking Spaces 513 - **88%**

Commercial Parking Spaces 68 - **12%**

Total Parking Spaces 581

# SCHEDULE "D"

## APPENDIX 2

### SHARED EQUIPMENT

DESCRIPTION	RESIDENTIAL	COMMERCIAL
Pad Mounted Transformer	94%	6%
Main Electrical Room	94%	6%
Sub Electrical Room A	94%	6%
Sub Electrical Room B	94%	6%
Mechanical Room	94%	6%
Generator Room	94%	6%
Fire Pump	94%	6%
Exterior Lighting	94%	6%

**NOTE: ALL EQUIPMENT LISTED IS LOCATED ON MECHANICAL PENTHOUSE OF TOWER B (SOUTH) OR PARKING LEVEL P1.**

**SCHEDULE "E"**  
**SPECIAL PROVISIONS**

**Collections**

Notwithstanding anything in this Agreement to the contrary, if an Owner of a Component (the "Billing Owner") wishes to collect from any other Owner(s) its(their) proportionate share of costs relating to a Shared Facility in accordance with this Agreement, the Billing Owner must do so in writing no later than 2 years from the date on which the costs became payable by the Billing Owner, together with all statements and other material to support the billing of the outstanding amount.

SCHEDULE "F1"

FORM OF ASSUMPTION AGREEMENT FOR TRANSFER OF INTEREST IN A COMPONENT

TO: [Insert names of Parties to Agreement other than Party transferring its interest]
RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc. and York Region Standard Condominium Corporation No. 1308 [recite any amendments and registered assignments] (the "Agreement")
AND RE: A transfer by [name of assignor Party] (the "Assignor") to [name of assignee] (the "Assignee") of the lands described in Schedule "A" hereto
[insert particulars of transfer]
AND RE: The registration of a Condominium by [name of declarant Party] (the "Assignor") resulting in the creation of [name of Condominium Corporation] (the "Assignee") with respect to the lands described in Schedule "A" hereto.
[delete inapplicable provision]

1. The Assignor has transferred its interest in the lands described in Schedule "A" hereto to the Assignee effective [insert date].

The Assignor has registered a Declaration and Description on [insert date] creating a Condominium with respect to the lands described in Schedule "A" hereto.
[delete inapplicable provision]

2. In consideration of the right to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee agrees to be bound by and, subject to Section [Insert 15.3 as applicable] of the Agreement, to assume the obligations of the Assignor under the Agreement effective [insert effective date].

3. The Assignees address for the giving of Notice in accordance with Section 17.1 of the Agreement is as follows:

[INSERT ASSIGNEE'S ADDRESS]

4. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.

5. The execution and delivery of this agreement by the Assignee constitutes delivery by the Assignee of the covenant required pursuant to Subsection [Insert 15.3 as applicable] of the Agreement.

6. This agreement shall be binding on the Assignee, its successors and assigns.

DATED at ● this ● day of ●.

[name of Assignee]

Per: \_\_\_\_\_
Name:
Title:

Per: \_\_\_\_\_
Name:
Title:

The undersigned hereby acknowledge that [name of Assignee] has acquired the interest of [name of Assignor] in the lands described in Schedule "A" hereto and accept that [name of Assignee] has replaced [name of Assignor] as a Party to the Agreement with respect to the lands described in Schedule "A" hereto.

DATED at ● this ● day of ●.

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands transferred]

SCHEDULE "F2"  
FORM OF ASSUMPTION AGREEMENT FOR GRANT OF LEASE

TO: [Insert names of Parties to Agreement other than Party granting the Lease]  
RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc. and York Region Standard Condominium Corporation No. 1308 [recite any amendments and registered assignments] (the "Agreement")  
AND RE: A Lease between [name of landlord Party] (the "Landlord") to [name of tenant] (the "Tenant") of the lands described in Schedule "A" hereto.  
[insert particulars of Lease]

1. The Landlord has granted a Lease to the Tenant, having a term commencement date of [insert date] with respect to the lands described in Schedule "A" hereto.
2. In consideration of the entitlement to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Tenant agrees to be bound by and to assume the obligations of the Landlord under the Agreement with respect to such lands effective [insert date]
3. All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.
4. The execution and delivery of this agreement by the Tenant constitutes delivery by the Assignee of the covenant required pursuant to Subsection 15.1 of the Agreement.
5. This agreement shall be binding on the Tenant, its successors and assigns.

DATED at ● this ● day of ●, 20 ●

[name of Tenant]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby acknowledge that [name of Tenant] has become the Obligant with respect to the lands described in Schedule "A" hereto effective [insert date] pursuant to a Lease and accept that [name of Tenant] has replaced [name of Landlord] as Obligant with respect to such lands.

DATED at ● this ● day of ●..

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands leased pursuant to the Ground Lease]

SCHEDULE "F3"  
FORM OF ASSUMPTION AGREEMENT FOR CHARGE OF INTEREST IN A  
COMPONENT

TO: [Insert names of Parties to Agreement other than Party charging its interest]

RE: A certain agreement dated \_\_\_\_\_ between Torview Properties Inc. and York Region Standard Condominium Corporation No. 1308 [recite any amendments or registered assignments] (the "Agreement")

AND RE: A certain insurance trust agreement dated ● between ●, ● and ●(the "Insurance Trust Agreement")

AND RE: A charge by [name of chargor Party] (the "Chargor") to [name of chargee] (the "Chargee") of the lands described in Schedule "A" hereto

[insert particulars of Charge]

1. The Chargor has charged its interest in the lands described in Schedule "A" hereto to the Chargee effective [insert date].
2. In consideration of the right to use and enjoy the Easements provided for in the Agreement in accordance with the provisions of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargee agrees to be bound by and to assume the obligations of the Chargor under the Agreement as follows:
  - (a) notwithstanding that the security in its favour is valid and binding, the Chargee shall not be either entitled to the benefit of the Easements nor liable to the other Parties with respect to obligations of the Chargor prior to either becoming a mortgagee in possession or commencing to enforce its security and notifying the other Parties to the Agreement that such is the case;
  - (b) if the Chargee either becomes a mortgagee in possession or commences to enforce its security and notifies the Parties to the Agreement that such is the case, the Chargee shall thereafter be entitled to the benefit of the Easements granted to the Chargor and shall be responsible for all obligations of such Party that have arisen to such date and that arise thereafter, subject to clause 2(c) below; and
  - (c) if the Chargee shall cease to be a mortgagee in possession and ceases to be enforcing its security and notifies the Parties to the Agreement that such is the case, it shall not be responsible for any obligations of the Chargor that arise thereafter.
  - (d) All capitalized terms used in this agreement shall have the meanings ascribed thereto in the Agreement.
  - (e) The execution and delivery of this agreement by the Chargee constitutes delivery by the Chargee of the covenant required pursuant to Subsection 15.1 of the Agreement.
  - (f) This agreement shall be binding on the Chargee, its successors and assigns.
  - (g) Notwithstanding that its security is not in default, the Chargee shall receive notice at the following address: [ ● ] of any default of the Chargor where the Chargor is to receive notice hereunder and where the Chargee has the right to cure any default the Chargee shall have the right to exercise any rights or powers of the Chargor hereunder for the purposes of curing such default and the non-defaulting parties under the Agreement shall not take any steps to enforce their rights as against a defaulting Chargor without the Chargee having received its opportunity to cure such default as herein provided for.



DATED at ● this ● day of ●.

[name of Chargee]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

The undersigned hereby acknowledge that [name of Chargee] has acquired the interest of [name of Chargor] in the lands described in Schedule "A" hereto and accept that [name of Chargee] has the rights granted to a Chargee under the Agreement with respect to the lands described in Schedule "A" hereto.

DATED at ● this ● day of ●.

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[●]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[To be executed by other Parties]

[Attached will be a Schedule "A" containing a legal description of the lands charged]

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

**RULES**

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PARKING
10. BALCONY AND EXCLUSIVE USE AREAS
11. STORAGE UNITS
12. ELEVATORS AND MOVING
13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

## **RULES**

The following rules (the "Rules") made pursuant to the Condominium Act, 1998, S.O. 1998, c.19 (the "Act") shall be observed by all owners (each an "Owner" and collectively, the "Owners") of Residential Units (each a "Unit"). The term "Owner" shall include any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, agents, servants, employees, visitors and licencees.

### **1. GENERAL**

- (a) Use of the common elements and units shall be subject to the Rules which the board of directors (the "Board") may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other Units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners.
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

### **2. QUIET ENJOYMENT**

- (a) Owners shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the manager (the "Manager"), may or does disturb the comfort or quiet enjoyment of the Units or common elements by other Owners.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses thereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in any Unit or the common elements.
- (d) Firecrackers or other fireworks are not permitted in any Unit or on the common elements.
- (e) Any repairs to the Units or common elements shall be made only from Monday to Saturday between the hours of 9 am and 5 pm.

### **3. SECURITY**

- (a) Owners are to immediately report any suspicious person(s) seen on the property to the Manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner.

- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the Manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the Manager.
- (g) No Owner shall place or cause to be placed on the access doors to any Unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the Manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in Parking Units or visitor parking spaces.

#### **4. SAFETY**

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or common elements.
- (b) No propane or natural gas tank shall be kept in the Units, the common elements or exclusive use common elements.
- (c) Owners shall not overload any electrical circuits servicing their Units in whole or in part.
- (d) Water shall not be left running unless in actual use.
- (e) Nothing shall be thrown out of the windows or the doors of the Units.
- (f) No barbecues may be used indoors.
- (g) 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 any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (h) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

#### **5. COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- (b) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (c) No equipment shall be removed from the common elements by, or on behalf of, any Owner of a Unit.
- (d) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the common elements.
- (e) The passageways and walkways which are part of the common elements 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 a Unit or some other part of the common elements.
- (f) Any physical damage to the common elements caused by an Owner shall be

repaired by arrangement and under the direction of the Board at the cost and expense of such Owner.

- (g) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use.
- (h) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- (i) Each Owner who is a pet owner must ensure that any defecation by such pet be cleaned up immediately by the Owner, so that the common elements are neat and clean at all times. Should an 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 2 weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (j) No real estate "For Sale" or "For Lease" signs shall be placed on any part of the common elements. "For Sale" or "For Lease" signs may be placed in the interior of the Unit, or on the interior side of a window of a Unit, provided that the size of such sign does not exceed a dimension of 2 feet by 3 feet in size.

## **6. UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner causes it.
- (b) No Owner shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board.
- (c) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit.
- (d) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (e) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent common elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

## **7. GARBAGE DISPOSAL**

- (a) No Owner shall 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.
- (b) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (c) All recyclable materials are to be disposed of in the manner directed by the Board from time to time, including without limitation, observing recycling procedures

outlined at each garbage or recycling disposal area.

- (d) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The Manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (e) No garbage is to be left on the floor of the disposal rooms.
- (f) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (g) No garbage shall be placed in the garbage chute between the hours of 10:00p.m. and 8:00 a.m.

#### **8. TENANCY OCCUPATION**

- (a) No Residential Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Residential Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, any person or persons intending to reside in the Owner's Residential Unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within 7 days of ceasing to rent his Unit (or within 7 days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Residential Unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No lease of a Residential Unit shall be for a period of less than 12 months without the approval of the Board.
- (f) No Owner shall allow his tenant to sublet his Unit to another tenant.
- (g) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (h) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common elements.
- (i) The Owner shall supply to the Board his current address and telephone number during the period of occupancy by the tenant.

#### **9. PARKING**

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) No vehicles, bicycles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the common elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:

- (i) fire zones;
  - (ii) traffic lanes;
  - (iii) delivery and garbage areas; and
  - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) A parking permit is required with respect to any motor vehicle parked on any area of the common elements designated as a "Guest/Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board, the Manager and or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of 3 days. The permit must be visibly displayed on the left front dashboard.
- (f) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (g) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (h) No person shall place, leave, park or permit to be placed, left or parked upon the common elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon 72 hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (i) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (j) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (k) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.

- (l) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (m) No motor vehicle having a propane or natural gas propulsion system shall be parked in a Parking Unit or the common elements.
- (n) No Parking Units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.
- (o) No Owner may park their vehicle in any guest or visitor parking spaces.

**10. BALCONIES, DECKS, TERRACES AND EXCLUSIVE USE AREAS**

- (a) No hanging or drying of clothes is allowed on any balcony, patio, terrace or exclusive use area.
- (b) Balconies, patios, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies, patios and terraces. All such items shall be safely secured in order to prevent such items from being blown off the balcony or exclusive use areas by high winds.
- (d) No Owner, occupant or tenant shall do or permit anything to be done on a balcony, patio, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or common elements by other Owners.
- (e) No awnings or shades shall be erected over or outside of balconies, patios, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

**11. STORAGE UNITS**

- (a) All stored articles must be placed within individual Storage Units and no storage is permitted on top of Storage Units so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Storage Units.
- (c) Storage Units shall not be used as workshop areas or for any purpose other than for storage.

**12. ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the Manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the Manager. The reservation shall be for a period not exceeding 4 hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays. Use of the loading area, if required, must be arranged with the Manager.
- (c) A refundable security/damage deposit in such amounts as determined by the



Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the Manager or its staff when making the reservation and signing the elevator reservation agreement.

- (e) It shall be the responsibility of the owner through the person reserving the service elevator to notify the Manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the Unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the Manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its Manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the Unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from a Unit, the Owner vacating the premises shall surrender all common element keys and any garage access devices in his possession to the Manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a Unit shall register with the Manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.
- (k) Smoking is prohibited in all elevators.

### **13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL**

No Contractor, trade or service personnel may or shall enter upon the property to perform any work or services in or about any Unit (including an "exclusive use" common element area) that may or will affect the common elements or common building services unless such persons or firms are:

- (a) employed directly by the Corporation; or
- (b) employed by a Unit Owner in circumstances where the intended performance of work and/or services in or about a Unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved

contractor or service personnel in accordance with the Corporation's written direction; and the Owner of the Unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the Owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the Owner in the same manner as common expenses.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**  
(the "Corporation")

**SMOKE-FREE ENVIRONMENT RULES**

**WHEREAS:**

- A. The board of directors may, in accordance with Section 58 of the *Condominium Act, 1998*, as amended (the "Act"), enact rules respecting the use of the common elements and the units to: (i) promote the safety, security, or welfare of the owners and of the property and assets of the Corporation; or, (ii) prevent the unreasonable interference with the use and enjoyment of the common elements, the units and the assets of the Corporation;
- B. The federal government intends to legalize cannabis and regulate the personal consumption of cannabis, including the cultivation or growing of cannabis plants;
- C. Cultivating or growing cannabis plants in the units presents a risk of: (i) damage to the units and the common elements, including damage resulting humidity, moisture and condensation, which can create mould and spores in the units, including walls, ceilings and floors; (ii) increased fire hazards resulting from using household appliances to dry cannabis; and, (iii) a disproportionate consumption of utilities, including water;
- D. Offensive odours created or generated from smoking cannabis and from cultivating or growing cannabis plants can contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- E. Similarly, odours and second-hand smoke from smoking tobacco can also contaminate air in the common elements and the units, and can be a nuisance that unreasonably interferes with the use and enjoyment of the common elements and the units;
- F. Improperly discarding cigarettes and other tobacco products and cannabis-filled rolls presents a fire hazard, and creates a risk of injury to individuals, and a risk of damage to personal property and condominium property;
- G. The board of directors has determined that prohibiting the smoking of tobacco and the smoking of cannabis, and prohibiting the production or cultivation of cannabis is a reasonable way to prevent damage to the units and common elements, and to protect owners and residents from being exposed to second-hand smoke on the property and from unreasonable nuisance and interference with the use and enjoyment of the units and the common elements; and,
- H. It is intended that this Preamble shall form an integral part of these rules.

**NOW THEREFORE**, the Corporation hereby enacts the following rules:

- 1. **Definitions:** For the purpose of these rules:
  - (b) "Grandfathered Unit" shall have the meaning in Section 4.

- (c) **“Medically Exempt Unit”** shall have the meaning in Section 5.
- (d) **“Owner”** shall mean the registered owner of a unit in the Corporation.
- (e) **“Occupant”** shall mean any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.
- (f) **“Production of Cannabis”** is defined as obtaining cannabis by any method or process, including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating, processing or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained, and shall specifically include the cultivation of cannabis plants.
- (g) **“Smoking”** shall include the inhaling, breathing, carrying, vaping or possession of any lit and/or smoke-producing tobacco product or substance, including electronic cigarettes, cigars and pipes, or any cannabis substance.
- (h) **“Unit”** shall mean any unit as identified in the Corporation’s declaration.

2. **Restrictions on Smoking in/on the Common Elements:**

Smoking is prohibited:

- (a) on or in any exclusive-use common elements appurtenant to any Unit;
- (b) in any interior common elements; and,
- (c) within nine (9) meters of any door or window of any building or structure on the property.

3. **No Smoking and No Production of Cannabis:** Except as provided herein and in Section 4 and Section 5 below, Smoking and the Production of Cannabis is strictly prohibited in all Units and the common elements, including the exclusive use common elements. For greater clarity, Smoking and the Production of Cannabis is also strictly prohibited on the balconies, terraces, parking garage, parking units and locker units. The board of directors may, in its discretion, designate an outdoor smoking area from time to time.

4. **Grandfathering Existing Tobacco Smoking or Tobacco Use:**

- (a) Notwithstanding the prohibition in Section 3, and subject to the notification requirement that follows, a Unit occupied by an Owner or an Occupant who as of the effective date of these rules smokes tobacco in a Unit will be grandfathered (a **“Grandfathered Unit”**). The Grandfathered Unit exemption will not apply to the Smoking of cannabis or the Production of Cannabis.
- (b) In order to be considered for a Grandfathered Unit exemption, the Owner of the Unit must notify the Corporation of the existing tobacco use, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as created by the Corporation from time to time, within thirty (30) days of the date that these rules becomes effective. The obligation to notify the

Corporation is that of the Owner. The failure to notify the Corporation within the specified timeframe shall disqualify the subject Unit from being granted a Grandfathered Unit exemption.

- (c) If a Unit is granted a Grandfathered Unit exemption, such exemption must be confirmed in writing by the board of directors in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.
- (d) Where a Grandfathered Unit exemption is granted, the Owner or Occupant that was granted the exemption shall ensure that:
  - (i) Tobacco use or that tobacco Smoking is entirely contained in the Unit;
  - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking tobacco in the Unit;
  - (iii) The exhaust fans in the Unit are turned on when Smoking tobacco in the Unit; and,
  - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
- (e) If, in the opinion of the board of directors, in its discretion acting reasonably, the tobacco Smoking is causing or creating an unreasonable nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the unreasonable nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the board of directors, in its discretion acting reasonably, an unreasonable nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may revoke the Grandfathered Unit exemption, at any time, upon written notice.
- (f) A Grandfathered Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
  - (i) The sale or transfer of the Grandfathered Unit;
  - (ii) The termination of a lease of a Grandfathered Unit if the Occupant that was granted the Grandfathered Unit exemption was a tenant of such Unit; or,
  - (iii) The Owner or Occupant whose tobacco use was granted a Grandfathered Unit exemption ceases to reside in the Grandfathered Unit.

**5. Medical Exemption:**

- (a) The board of directors may grant a medical exemption to an Owner or an Occupant authorizing the Smoking of cannabis and/or authorizing the Production of Cannabis

in a Unit if an Owner or an Occupant requires accommodation on medical grounds (hereinafter referred to as a “**Medically Exempt Unit**”).

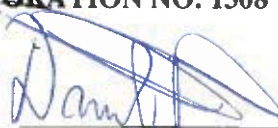
- (b) In order to be considered for a Medically Exempt Unit exemption, the Owner or Occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing, and shall provide the board of directors with documentary evidence from a licensed physician in the Province of Ontario treating the Owner or Occupant seeking the exemption. Such documentary evidence shall, among other things that may be requested by the board of directors, clearly state in writing that: (i) there is no other means of ingesting, administering or otherwise using cannabis to treat the medical condition other than by Smoking cannabis; and, (ii) the Production of Cannabis to satisfy the medical requirement is necessary and there is no other method by which to adequately satisfy the supply of cannabis to treat the medical condition.
- (c) If a Unit is granted a Medically Exempt Unit exemption, such exemption must be confirmed in writing by the board of directors in order to be effective, and may be subject to any conditions that the board of directors deems reasonably necessary from time to time. The board of directors, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or require that any additional documentary evidence be provided to establish and/or re-establish the medical requirement for the exemption.
- (d) Where a Medically Exempt Unit exemption is granted, the Owner or Occupant that was granted the Medically Exempt Unit exemption shall ensure that:
  - (i) Smoking and/or the Production of Cannabis is entirely contained in the Unit;
  - (ii) All windows and exterior doors to the Unit are in a closed position when Smoking cannabis in the Unit;
  - (iii) The exhaust fans in the Unit are turned on when Smoking cannabis in the Unit; and,
  - (iv) Adequate air filters and/or purifiers are installed to prevent second-hand smoke and odours from entering other Units or the common elements.
- (e) If, in the opinion of the board of directors, in its discretion acting reasonably, the Smoking is causing or creating an unreasonable nuisance, then, notwithstanding the foregoing, the Owner shall take all steps that the board of directors deems necessary to eliminate the nuisance within the timeframe to be established by the board of directors. Such steps may include, but are not limited to, the installation of additional exhaust fans with smoke sensitive automatic controls and the entering into an alteration agreement in accordance with Section 98 of the *Act* (if alterations to the common elements are required). Any associated costs will be the sole responsibility of the Owner. Further, if in the opinion of the board of directors, in its discretion acting reasonably, an unreasonable nuisance continues after the timeframe set out to correct the nuisance, notwithstanding any steps taken by the Owner to eliminate such nuisance, then the board may undertake such measures to eliminate or abate the nuisance that it deems necessary in the circumstances, and the Owner shall be liable to the Corporation for all costs and expenses on a full indemnity basis incurred by the

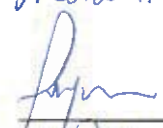
Corporation in connection therewith, or the board may revoke the Medically Exempt Unit exemption upon written notice.

- (f) The Medically Exempt Unit exemption shall automatically terminate upon the earlier of any of the following occurrences:
- (i) The medical requirement for the exemption ceases to exist;
  - (ii) The Owner or Occupant requiring the medical exemption ceases to occupy the Medically Exempt Unit;
  - (iii) The termination of a lease of a Medically Exempt Unit if the Occupant that was granted the exemption was a tenant of such Unit; or,
  - (iv) The sale or transfer of the Medically Exempt Unit.
6. **Conflict:** Where there is a conflict between a provision in these rules and a provision in any other of the Corporation's rules, the provisions in these rules shall prevail.
7. **Other:** The board of directors may, at its full and unfettered discretion, grant an exemption to these Rules on such terms and conditions the board of directors deems required from time to time. Any related or associated costs shall also be the subject Owner's sole responsibility. The subject Owner shall indemnify the Corporation for any and all costs the Corporation may incur as a result of addressing this request, failing which, the exemption may not be granted. Once granted, this exemption may be revoked at any time as determined by the board of directors in its full and unfettered discretion upon written notice to the Owner.
8. **Costs:** All costs, charges and/or expenses, including professional costs and expenses on a full indemnity basis, incurred by the Corporation in connection with these rules including, but not limited to, the enforcement of any provision in these rules, shall be the sole responsibility of the Owner of the Unit that was the cause of incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attributable to the Owner's Unit and are recoverable as such.

The foregoing rules are hereby enacted by York Region Standard Condominium Corporation No. 1308, said rules having been passed by the board of directors on 8<sup>th</sup> day of August, 2018 pursuant to Section 58 of the *Condominium Act, 1998*, as amended.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

Per:   
Name: Daniel Hince  
Title: President

Per:   
Name: Payam Nohrsoobeh  
Title: Secretary  
We have authority to bind the corporation.



## YRSCC1308 - Parcel/Envelope Policy

The Condominium Corporation – YRSCC1308, FirstService Residential, any of its employees and any of its authorized agents, from any present or past are not liable for any loss, damage or theft of any parcel(s) received by the Front Desk staff.

- A photo ID, matching the name of the person on the parcel, will be required at the time of the pickup.
- The mailing address on parcel(s) must indicate the unit/apartment number, street address, city, province and postal code. Any missing information may result in the front desk being unable to accept the parcel(s)
- Oversized parcel(s) and/or item(s) will not be accepted due to storage limitations. Parcels/envelopes weighing more than 20 LBS or larger than 15” x 20” x 25” will not be accepted.
- Any perishable items (flower, fruit, vegetable) or items deemed to be stored under special conditions, such as groceries, medicine, flowers and prepared food will not be accepted by the front desk.
- No keys can be dropped off at the front desk for pick up.
- Any fragile items or oversized items are to be delivered directly to the resident’s door and shall not be accepted at the front desk.
- Any hospital related medical equipment such as IVs and Oxygen tanks or other related items, prescription medicines are not accepted at the front desk and shall be delivered to the resident directly to the door.
- Electronics, such as TV and other home appliances or cell phones will not be accepted at the front desk.
- Parcels will be held on site for 3 days from the date they were received at Front Desk after which time they will be returned to the sender.





- Only Parcels from authorized mail/courier delivery shall be accepted. NO personal property items shall be accepted.
- Residents are advised to have insurance on any deliveries of \$100 in value or greater.
- If the resident has moved out and the parcel(s) were shipped after the move out date, the front desk may hold it for 3 consecutive days, after which it may be returned to the sender.

First Service Residential Management reserves the right to refuse the acceptance of any other parcels, items, or contents that are not mentioned in the above list due to required storing conditions, liability or size. The Corporation or Management shall not be responsible for the condition of the packages.

---XXX---

OFFICE SCHEDULE

Number YR. 2448016.....  
CERTIFICATE OF RECEIPT

MAR 23 2016 @ 15:49

YORK REGION  
No. 65  
AURORA

*Jeff Helbert*  
LAND REGISTRAR

DECLARATION  
CONDOMINIUM  
ACT, 1998

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1308

NEW PROPERTY IDENTIFIER'S BLOCK 29839

RECENTLY: 03145-0422

DECLARANT: TORVIEW PROPERTIES INC.

SOLICITOR: BRATTY, LLP

Brian Finer

ADDRESS: 7501 Keele Street, Suite 200  
Vaughan, ON L4K 1Y2

PHONE: 905-760-2600 FAX: 905-760-2900

No. OF UNITS 1,239

FEES: \$73.35 + (\$5.00 x number of units) = \$6,268.35

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## 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:

**TORVIEW PROPERTIES INC.**  
(hereinafter called the "Declarant")

WHEREAS:

- (A) The Declarant is the owner in fee simple of certain lands and premises situate in the Town of Richmond Hill, and being more particularly described in Schedule "A" annexed hereto, together with all interests appurtenant to the said lands (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 the Act (hereinafter called the "Description");
- (B) The registration of the Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act;
- (C) The Declarant has constructed a multi-unit high-rise residential building upon the said lands containing two towers comprising 449 Residential Units, 430 Parking Units, 315 Storage Units, 41 Combined Parking/Storage Units, 1 Community Unit, 2 Guest Units and 1 Superintendent's Unit (herein and hereinafter defined as the "Building" or the "Condominium");
- (D) The Declarant intends that the said Lands, together with the Building constructed thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

### PART ONE - INTRODUCTION

#### Section 1 - Definitions

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

- (a) "Combined Parking/Storage Units" means Units 10, 11, 12, 51, 53, 54, 138, 139, 142, 143, 146, 147, 153 to 158 inclusive, 170, 184 and 185, Level A, and Units 10, 11, 12, 57, 61, 64, 145, 146, 149, 150, 153, 154, 160 to 164 inclusive, 175, 189, and 190, Level B, and each shall be a "Combined Parking/Storage Unit";
- (b) "Commercial Lands" means Parts 2, 3, 4, 5, 6, 7, 11 and 12 on Reference Plan 65R-36096;
- (c) "Common Elements" means all the Property, except the Units;
- (d) "Common Interest" means the interest in the Common Elements appurtenant to a Unit;
- (e) "Community Unit" means Unit 5, Level 1;
- (f) "Corporation" means the corporation created upon the registration of the Declaration and Description on the Lands;
- (g) "Governing Documents" means the Declaration, By-Laws and Rules of the Corporation in effect from time to time;
- (h) "Guest Units" means Units 23 and 24, Level 2, and each shall be a "Guest Unit";
- (i) "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;
- (j) "Parking Units" means Units 1 to 9, 13 to 50, 52, 55 to 137, 140, 141, 144, 145, 148 to 152, 159 to 169, 171 to 183, and 186 to 204, all inclusive, Level A, and Units 1 to 9, 13 to 56, 58 to 60, 62, 63, 65 to 144, 147, 148, 151, 152, 155 to 159, 165 to 174, 176 to 188, and 191 to 267, all inclusive, Level B, and each shall be a "Parking Unit";
- (k) "Residential Units" means Units 1 to 4, inclusive, Level 1; Units 1 to 22, 25 to 27, and 29 to

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46, all inclusive, Level 2; Units 1 to 51 inclusive, Level 3; Units 1 to 57 inclusive, Level 4; Units 1 to 50 inclusive, Level 5; Units 1 to 50 inclusive, Level 6, Units 1 to 20 inclusive, Level 7; and Units 1 to 22 inclusive, Levels 8, 10, 11, 12, 13 and 14; and Units 1 to 21 inclusive, Levels 9 and 15, and each shall be a "Residential Unit";

- (l) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the corporation and becoming effective pursuant to the Act;
- (m) "Shared Facilities " means the shared facilities and shared servicing systems described in the Shared Facilities Agreement; and
- (n) "Shared Facilities Agreement" means a certain agreement to be entered into or already entered into between the Corporation and the declarant of the Commercial Lands on behalf of the condominium corporation to be created on the Commercial Lands in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the Shared Facilities;
- (o) "Storage Units" means Units 6 to 22, inclusive, Level 1; Units 47 to 55, inclusive, Level 2; Units 52 to 60, inclusive, Level 3; Units 58 to 66, inclusive Level 4; Units 51 to 59, inclusive, Level 5; Units 51 to 59, inclusive, Level 6; Units 205 to 332, inclusive, Level A; and Units 268 to 392, inclusive, Level B; and each shall be a "Storage Unit";
- (p) "Superintendent's Unit" means Unit 28, Level 2; and
- (q) "Unit" means 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 that space in accordance with the Declaration and the Description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain pursuant to the Act and 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, and the Building, be governed by the Act, and any amendments thereto.

#### Section 3 - Standard Condominium

The registration of this Declaration and Description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act.

#### Section 4 - Consent of Encumbrancers

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

#### Section 5 - Boundaries of Units and Monuments

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

Notwithstanding the boundaries set out in Schedule 'C' attached hereto:

Each Residential Unit, Guest Unit and the Community Unit shall include all pipes, wires, cables, conduits, ducts and branch piping extending to, but not including, the common pipe risers, as well as all mechanical, electrical, cooling, heating and plumbing equipment or fixtures that provides services to that particular Unit only. In addition to the foregoing, each Residential Unit, Guest Unit and Community Unit shall include the interior surface of all windows and doors, the interior sash of all windows and doors; the interior of the window frames, the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser).

Each Residential Unit, Guest Unit and Community Unit shall exclude all pipes, wires, cables, conduits, ducts, flues as well as any fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all 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 Elements, exterior doors and doors frames, exterior windows and window frames located within such Residential Unit, Guest Unit and Community Unit.

Each Parking Unit and Combined Parking/Storage 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 as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit or Combined Parking/Storage Unit.

Each Storage 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 Storage Unit.

Section 6 - Common Interest and Common Expenses Allocation

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

Section 7 - Exclusive Use Common Elements and Visitors' Parking Spaces

- (a) Subject to the provisions of the Act and the Governing Documents, the Owner of each Residential Unit and the Community 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 the Act and the Governing Documents.
- (b) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their construction personnel, 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 (i) the completion of the sale of all Units owned by the Declarant in the Building; (ii) the date by which the Declarant no longer requires any Unit utilized for the purposes of a construction site/service office, and (iii) the date on which the Declarant has fulfilled all of its obligations under all development/site plan agreements and/or the Ontario New Home Warranties Plan Act with respect to all of the Units and Common Elements.
- (c) All of the residential visitor parking spaces of the Corporation comprise part of the Common Elements and are not part of the exclusive use portions of the Common Elements.

Section 8 - Mailing Address and Address for Service

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

c/o 89 Skyway Avenue  
Suite 200  
Toronto, ON M9W 6R4

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

Section 9 - Architect/Engineer Certificates

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

Section 10 - Conditions of the Approval Authority

There are no conditions imposed by any approval authority that are to be included in this Declaration or the Description, other than any easements contained in the description annexed hereto as Schedule "A".

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

### Section 11 - 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 the Governing Documents, or as are listed in Schedule "E" attached hereto.

### Section 12 - Payment of Common Expenses

Each Owner shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of the Act, Governing Documents and/or any agreement 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 13 - Reserve Fund

- (a) 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.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (c) In accordance with 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 14 - 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 the Act. The Corporation may charge the maximum 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 15 - General Use

- (a) Notwithstanding any provision in the Governing Documents to the contrary, the Owner of the Community Unit, its tenants and invitees and their designated agents and/or employees shall not be permitted access to and use of any of the recreational amenities, lobby area and/or underground parking garage, and are not permitted to access any part of the Common Elements other than (a) those areas required to access the Community Unit; and (b) those areas designated as being for the exclusive use of the Community Unit owner pursuant to the Declaration.
- (b) Save as otherwise provided in this Declaration, 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 Governing Documents, the Shared Facilities Agreement and easements and rights registered against the property. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units,

that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Governing Documents, or that will lead to a contravention of the Shared Facilities Agreement and/or 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 or Governing Documents, unless otherwise provided for in this Declaration.
- (d) No barbecues or other cooking devices of any kind are permitted in any Common Element or exclusive use Common Element area, except for the outdoor terrace amenity areas.
- (e) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the Common Elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any Common Elements of which he has exclusive use without the prior written consent of the board.
- (f) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any provision in the Governing Documents 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 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.
- (g) No pet, animal, livestock or fowl of any kind shall be kept on any part of the Common Elements or exclusive use Common Element areas.
- (h) Use of the Common Elements shall be subject to the provisions of the easements that are registered on title to the Property.
- (i) The residential visitor parking spaces of the Corporation cannot be used by any Owner.

#### Section 16 - 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, a building maintenance or storage area, a manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall an Owner 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 17 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least 66 2/3% of the Residential 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 the Act, and the Owners have either not requisitioned a meeting in accordance with the Act or the Owners have requisitioned a meeting in accordance with 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 the Act or the board 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

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.

**PART FOUR - OWNERSHIP OF PARKING UNITS, STORAGE UNITS, COMBINED PARKING/STORAGE UNITS, GUEST UNITS, THE COMMUNITY UNIT, AND UNIT 27, LEVEL 3**

Section 18 - Restrictions on Disposition of Parking Units, Storage Units, Combined Parking/Storage Units, Guest Units, the Community Unit, and Unit 27, Level 3

- (a) Any Parking Unit, Storage Unit and/or Combined Parking/Storage Unit, may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
- (i) any such sale, transfer or other conveyance is made only to (i) the Declarant; or (ii) any Owner, and with respect to any lease, such lease is made only to (i) the Declarant; or (ii) any Owner or tenant of a Residential Unit;
  - (ii) the term of any lease of any Parking Unit, Storage Unit and/or Combined Parking/Storage Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy granted to such tenant; and
  - (iii) every lease in respect of any Parking Unit, Storage Unit and/or Combined Parking/Storage Unit shall provide that where the lessee thereof is also an Owner of a Residential Unit, and such lessee is deprived of ownership or possession of such Unit, such lease shall revert to the lessor of such Parking Unit, Storage Unit and/or Combined Parking/Storage Unit. It shall also provide that where the lessee of such Parking Unit, Storage Unit and/or Combined Parking/Storage Unit is also an Owner of a Residential Unit, upon a sale, transfer or conveyance of such Owner's Residential Unit, the leasehold interest in such Parking Unit, Storage Unit and/or Combined Parking/Storage Unit must be assigned or transferred to the new Owner or transferee of such Residential Unit, or else must revert to the lessor of such Parking Unit, Storage Unit and/or Combined Parking/Storage Unit, as the case may be.
- (b) The Guest Units shall only be owned by either (i) the Declarant or (ii) the Corporation.
- (c) The Community Unit shall only be owned by the Town of Richmond Hill.
- (d) Unit 27, Level 3 shall only be owned by either (i) Housing York Inc., and any successor thereof; or (ii) the Town of Richmond Hill.

**PART FIVE - OCCUPATION AND USE OF UNITS**

Section 19 - General Use

- (a) No Unit shall be occupied or used by anyone 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 easements or rights registered against the Property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, and shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
- (b) 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 Governing Documents, the Shared Facilities Agreement and any rights and easements registered against the Property.



- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board and any architect and/or engineer appointed by the board to review such changes or alterations, in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. The provisions of subparagraphs (d)(i) to (vi) of this Section shall apply to any change or alteration pursuant to this subparagraph (c). In addition, following completion of any change as aforesaid, the Owner shall provide the board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).
- (d) If an Owner owns two Residential Units on the same level which share a common demising wall, such Owner shall be entitled to combine the two Residential 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 and any architect and/or engineer appointed by the board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;
  - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
  - (iv) prior to commencement of any work by a contractor, the Owner shall provide the board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the board;
  - (v) 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
  - (vi) 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.

If an Owner wishes to restore the Residential Units that were combined to create one living area back to two separate individual Units then, the provisions of this subparagraph (d) shall apply to such restoration, mutatis mutandis.

- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his Unit or the exclusive use portions of the Common Elements other than those that are required in order for the Owner to maintain the Unit or the exclusive use portions of the Common Elements pursuant to the Governing Documents without the prior written consent of the board, which consent may be arbitrarily withheld and subject to any conditions as the board may deem relevant.
- (f) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any of its authorized cable or television service providers or any other communication provider.

#### Section 20 - Use of Residential Units

- (a) Each Residential Unit shall be occupied and used only as a private single family residence in accordance with the Act, the Governing Documents and any other requirement of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in the Governing Documents to the contrary, the Owner of a Residential Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser and coil filters, if any), and all appurtenances thereto, which provide power or any other service exclusively to his Residential Unit (regardless of

whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).

- (c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window of a Residential Unit other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the Building. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window of a Residential Unit. Festival lights and decorations are permitted between December 1st and January 15th provided that the quantity and type of same are approved by the board.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit without the prior written consent of the board.
- (e) Each Residential Unit shall include all pipes, wires, cables, dryer vents, 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 to, but not including, the common pipe risers, which provides services to that particular Unit only. Notwithstanding the foregoing, the Corporation at the Owner's expense shall be responsible to replace any vertical fan coil on a semi-annual or annual basis as determined by the board.
- (f) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each Owner and occupant of a Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the Units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.
- (g) No animal, livestock or fowl of any kind other than those pets defined as being the following: 1 dog or 1 cat and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any Unit. No animal, which is deemed by the board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner or tenant in any Unit. Such Owner or tenant shall within two weeks of receipt of written notice from the board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit, and no breeding of animals for sale shall be carried on, in or around any Unit.

#### Section 21 - Use of the Community Unit

- (a) The Community Unit may be used for community activities, including recreational, institutional and day nursery uses, with commercial uses accessory thereto, all in accordance with the Applicable Zoning By-Laws.
- (b) The Community Unit shall be separately metered for utilities, which utilities shall be paid by the Town of Richmond Hill.

#### Section 22 - Use of Parking Units

- (a) 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 Governing Documents 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 slightly condition. The Corporation, at the Owner's cost, shall be responsible for the removal of all 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.
- (b) Parking Units described as Units 136 and 203 on Level A, and Units 143 and 202 on Level B, shall be designated as handicapped parking spaces.

- (i) At any time that a handicapped or disabled driver, as defined pursuant to the provisions of the Highway Traffic Act R.S.O. 1990 c.H.8, purchases or leases a Parking Unit which is not designated as handicapped, and provides notice to the Corporation in writing requesting the use of a handicapped Parking Unit, the user or any person occupying a handicapped Parking Unit, provided that user is not handicapped, shall upon notice from the Corporation exchange with the handicapped person the right to occupy the handicapped Parking Unit with the Parking Unit that the handicapped person had the right to occupy.
  - (ii) Such exchange of right to uses shall continue until the earlier of (i) the handicapped person ceases to be handicapped; or (ii) the handicapped person ceases to have the right to occupy a Parking Unit.
  - (iii) No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.
- (c) Parking Units described as Units 32 to 47, inclusive, Level 1 (each a "Serviced Parking Unit") are serviced with conduit for wiring in order that an electrical receptacle (an "Electrical Receptacle") may be installed to supply electricity to an Electrical Motor Vehicle (as defined herein) and the following applies to a Serviced Parking Unit:
- (i) At the Owner's request and expense, the Corporation shall install an Electrical Receptacle.
  - (ii) If an Owner or tenant of a Residential Unit uses a motor vehicle that contains an engine that operates in part or solely by an electrical battery (an "Electrical Motor Vehicle") and provides notice in writing to the Corporation requesting the use of a Serviced Parking Unit, the user or any person occupying such Serviced Parking Unit, provided such user is not an owner of an Electrical Motor Vehicle, upon notice from the Corporation, shall exchange with such Owner/tenant the right to occupy such Serviced Parking Unit with the Parking Unit that such person had the right to occupy, provided such Owner or tenant pays the cost of the installation of the Electrical Receptacle and the monthly fee for energy consumption described in Subsections PART Five - Section 22 - (c)(i) and (v).
  - (iii) Such exchange of right to use shall cease upon that date in which an Owner ceases to operate the Electrical Motor Vehicle.
  - (iv) Except as expressly provided in this Section, no rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the above noted procedure related to the exchange of such Parking Units.
  - (v) Any Owner/occupier of a Serviced Parking Unit that connects his Electrical Motor Vehicle into the Electrical Receptacle shall be required to pay to the Corporation, in addition to the monthly common expenses relating to such Unit, a monthly fee for energy consumption costs associated with the use of such Serviced Parking Unit as determined by the Board.
  - (vi) The Electrical Receptacle can only be used for recharging the battery of an Electrical Motor Vehicle and for no other purpose.
- (d) Following the 2<sup>nd</sup> anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for no consideration any Parking Unit(s) which the Declarant wishes to convey to the Corporation provided there are no outstanding common expenses relating to such Parking Unit(s) owned by the Declarant and title to such Parking Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

Section 23 - Use of Storage Units

- (a) Each Storage Unit shall be used and occupied for storage purposes only which shall not

constitute a nuisance or danger to the other Unit Owners, the Units nor to the Common Elements nor to the Shared Facilities. The board may, from time to time, restrict the categories of items that may be stored or used in such Storage Units. Without limiting the generality of the foregoing, no hazardous materials shall be stored or used in the Storage Units.

- (b) Following the 2<sup>nd</sup> anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for no consideration any Storage Unit(s) which the Declarant wishes to convey to the Corporation provided there are no outstanding common expenses relating to such Storage Unit(s) owned by the Declarant and title to such Storage Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

#### Section 24 - Use of and Combined Parking/Storage Units

- (a) Each Combined Parking/Storage Unit shall be subject to the provisions of the Section hereof titled "Use of Parking Units" for the area of the Combined Parking/Storage Unit which is intended to be used for the parking of a motor vehicle, and shall also be subject to the provisions of the Section hereof titled "Use of Storage Units" for the area of the Combined Parking/Storage Unit which contains a storage area.
- (b) Following the 2<sup>nd</sup> anniversary date of the registration of this Declaration, the Corporation shall accept from the Declarant for no consideration any Combined Parking/Storage Unit(s) which the Declarant wishes to convey to the Corporation provided there are no outstanding common expenses relating to such Combined Parking/Storage Unit(s) owned by the Declarant and title to such Storage Unit(s) is/are free from any mortgage. The Declarant shall be responsible for all legal fees relating to the conveyance(s). Following such conveyance(s), the Declarant shall be released and discharged from all liabilities and shall execute and deliver without delay any documentation as may be required to facilitate any such conveyance(s) to the Corporation and irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements in respect of such conveyance(s) to the Corporation whether or not in electronic form.

#### Section 25 - Use of the Guest Units

- (a) The Guest Units shall be used by invitees of the occupants of the Residential Units. A service/cleaning charge will be paid in advance for each night of occupancy.
- (b) The Corporation shall purchase from the Declarant the Guest Units, each for a purchase price of \$185,000.00, inclusive of the Harmonized Sales Tax. The purchase price shall be paid by the Corporation by either delivering to the Declarant, or to any party directed by the Declarant, a mortgage back or giving a mortgage arranged by the Declarant to an institutional lender or assuming an institutional mortgage in the amount of the purchase price. The transfer of title to the Guest Units shall take place within 120 days of the registration of this Declaration, which date shall be designated by the Declarant. The Corporation and the Declarant shall undertake to each other to readjust for realty taxes if and when assessed against the Guest Units, with the Declarant being responsible up to but not including the transfer date. The Corporation shall accept title to the Guest Units subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their Residential Units from the declarant.
- (c) The aforesaid mortgage in fulfillment of the purchase price of the Guest Units shall be registered on title to the Guest Units and shall be repayable on the following terms and conditions:
- (i) interest shall be at a rate equal to approximately 4% over the Government of Canada Bond Yield payable commencing one month following the date of registration of the Corporation;

- (ii) the term and amortization period with respect to the payment of the principal shall be between 10 and 25 years and the principal and interest shall be repaid in monthly instalments of blended principal and interest in accordance with such period; and
- (iii) the mortgage shall be open for the entire term.

The Corporation shall be responsible for all costs relating to the mortgage, including without limitation, any engagement fee, commitment fee and the legal fees relating thereto. All other expenses of ownership and duties of maintenance, including but not limited to realty taxes and common expenses, relating to the Guest Units shall also be borne by the Corporation.

Section 26 - Use of the Superintendent's Unit

- (a) The Superintendent's Unit shall be used for the purposes of a residence for an on-site superintendent to service the Corporation.
- (b) The Corporation shall purchase from the Declarant the Superintendent's Unit for a purchase price of \$395,900.00, inclusive of the Harmonized Sales Tax. The purchase price shall be paid by the Corporation by either delivering to the Declarant, or to any party directed by the Declarant, a mortgage back or giving a mortgage arranged by the Declarant to an institutional lender or assuming an institutional mortgage in the amount of the purchase price. The transfer of title to the Superintendent's Unit shall take place within 120 days of the registration of this Declaration, which date shall be designated by the Declarant. The Corporation and the Declarant shall undertake to each other to readjust for realty taxes if and when assessed against the Superintendent's Unit with the Declarant being responsible up to but not including the transfer date. The Corporation shall accept title to the Superintendent's Unit subject to such interests, instruments, etc. as are provided for in the agreement of purchase and sale pursuant to which the purchasers have purchased their Residential Units from the declarant.
- (c) The aforesaid mortgage in fulfillment of the purchase price of the Superintendent's Unit shall be registered on title to the Superintendent's Unit and shall be repayable on the following terms and conditions:
  - (i) interest shall be at a rate equal to approximately 4% over the Government of Canada Bond Yield payable commencing one month following the date of registration of the Corporation;
  - (ii) the term and amortization period with respect to the payment of the principal shall be between 10 and 25 years and the principal and interest shall be repaid in monthly instalments of blended principal and interest in accordance with such period; and
  - (iii) the mortgage shall be open for the entire term.
- (d) The Corporation shall be responsible for all costs relating to the mortgage, including without limitation, any engagement fee, commitment fee and the legal fees relating thereto. All other expenses of ownership and duties of maintenance, including but not limited to realty taxes and common expenses, relating to the Superintendent's Unit shall also be borne by the Corporation.
- (e) The Corporation is entitled to convey the Superintendent's Unit to any person and, upon such conveyance, the Superintendent's Unit may be used for the same purposes as a Residential Unit and all provisions relating to Residential Units shall apply to the Superintendent's Unit.

Section 27 - Temporary Model Units/Parking Units/Storage Units/Site/Service Office

Several unsold Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from said model Units and construction site/service office. The Declarant shall be entitled to maintain such model Units and site/service office and any unsold Parking Units and Storage Units, together with all sales displays and signs, until the later of the sale of all of the Units in the Condominium and the date on which the Declarant no longer requires the Unit utilized by it for the purpose of a site/service office.

## PART SIX - LEASING OF UNITS

### Section 28 - Minimum Term of Lease

Any lease or tenancy granted by any Owner, or any sublease by any subtenant, of any Residential Unit shall be for a minimum term of 12 months not including any renewals thereof. Any lease or tenancy of any Residential Unit for an initial term of less than 12 months shall be void, and upon notification by the Corporation, such lease shall be terminated by the Owner thereof.

### Section 29 - Notification of Lease

- (a) The Owner of a Unit who leases his Residential Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
- (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Act; and
  - (iii) provide the lessee with a copy of the Governing Documents.
- (b) If a lease of a Residential Unit is terminated and not renewed, the Owner of the Residential Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Residential 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 and 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 and shall execute an agreement as may be required by the service provider of any utility relating to the Unit".

### Section 30 - Tenant's Liability

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

### Section 31 - 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 32 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage, all at 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 4% 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 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 the Act.
- (e) At the option of the Corporation, the Corporation may maintain, repair and replace (where applicable), at the cost of the respective Owner(s), the interior surface of all windows and doors; the interior sash of all windows and doors; the interior of the window frames; the mechanisms, locks, screens and tracks of all windows and doors; all components of the air conditioner unit (including the condensing unit, line set, and mounting components for the condenser, including any brackets).

Section 33 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the Common Elements. This duty to maintain and repair shall extend to all doors which provide access to the Residential Units and all windows (except maintenance to the interior surface thereof, and exterior surfaces which are accessible by any balcony or terrace the responsibility for which shall remain with the affected Unit Owner).
- (b) Each Owner enjoying exclusive use of any Common Element area shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks, door hardware and any tracks and screens 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, 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 or terrace 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, including, without limitation, the maintenance, repair and replacement of windows.
- (e) Owners of Residential Units shall be responsible for the maintenance (including cleaning) and repair of washing machine hoses, dryer vents, mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser) and all appurtenances thereto, which provide power or any other service exclusively to their Unit(s) (regardless of whether the equipment, fixtures and systems lie within or beyond the boundaries of the Unit, as monumented in Schedule C of this Declaration). Notwithstanding that these obligations for items which form part of the Units are the responsibility of the Owners, the Corporation may, if it chooses, maintain, repair and/or replace (where applicable), at the cost of the Owner(s), any of the above named items.

**PART EIGHT - INSURANCE**

Section 34 - Insurance Maintained by the Corporation

- (a) Property Insurance
  - (i) 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 is prudent by the Corporation's insurance advisors or managing agent. The Corporation's responsibility to insure against major perils in respect of property damage to a Unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit to which the damaged unit belongs (the "Standard Unit") and the responsibility to insure such unit shall not include the responsibility to insure any betterments to such Units which are not part of the Standard Unit.

(b) Other Insurance

- (i) 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.
- (ii) The Corporation shall obtain and maintain insurance as required pursuant to the Shared Facilities Agreement.

(c) General Provisions re Policies of Insurance

- (i) 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, the Shared Facilities Agreement and the insurance trust agreement and shall contain the following provisions:
  - (A) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than 15% of the replacement cost of the property covered by the policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
  - (B) 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 in any event excluding damage arising out of arson and fraud caused by any one of the above;
  - (C) such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than 25% of the Residential Units;
  - (D) 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;
  - (E) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner; and
  - (F) 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 paragraph (b) of the Section titled "Insurance Maintained by the Corporation".

Section 35 - 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 paragraph (b) of the Section titled "Insurance Maintained by the Corporation", or any renewal or renewals thereof, or at such other times as the board may deem advisable, 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, no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.

- (b) Save as set forth herein and in the Shared Facilities Agreement, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if required by the Shared Facilities Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the Property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than 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, or by the Insurance Trustee 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 36 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to 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 the Act.

Section 37 - 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 for anything that is not part of the Standard Unit, including 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 Residential 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.
- (e) Deductible coverage for the portion of any loss for which the Owner is responsible pursuant to the Act and the Governing Documents.

Section 38 - Indemnification by Owners

Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any resident, tenant, invitee or licensee of his Residential Unit, including but not limited to any breach of the Act, the Governing Documents or any agreements to which the Corporation is a party, in force from time to time, 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. 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.

Section 39 - Insurance Trust Agreement

The Corporation may enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). The Insurance Trust Agreement shall provide that the Insurance Trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than 15% of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee. Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least 60 days notice in writing of the termination date to the Insurance Trustee.

**PART NINE - DUTIES OF THE CORPORATION**

Section 40 - Duties

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

- (a) to enter into, ratify and/or assume the Shared Facilities Agreement, all registered municipal agreements as required by the Town of Richmond Hill, 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 and the Governing Documents;
- (b) the Corporation shall provide or cause to be provided in accordance with the terms of the Shared Facilities Agreement, all services required to allow the Shared Facilities to operate or be used in accordance with their permitted uses during those times in which the said facilities will operate or ordinarily be used;
- (c) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Building, including without limitation, an agreement relating to the supply and distribution of electricity to the Building;
- (d) to complete the purchase of the Guest Units and the Superintendent's Unit in accordance with the terms of this Declaration;
- (e) to accept the conveyance of any Parking Unit(s), Storage Unit(s) and Combined Parking/Storage Unit(s) from the Declarant in accordance with the terms of this Declaration;

- (f) to enter into, ratify, confirm or assume any agreement(s) as may be required for the leasing and operation of any automation systems and/or refuse sorting system for the Building;
- (g) to enter into, ratify, confirm or assume any agreement(s) as may be required for the purchase and/or operation of any utility metering systems for the Building and Units; and
- (h) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements and assets of the Corporation, including, without limitation, the removal of graffiti and other unsightly demarcations from the exterior of the Building within 10 working days of any such occurrence.

**PART TEN - GENERAL MATTERS**

Section 41 - Check Metering of Utilities

- (a) The Corporation may contract for the purchase of any utility from the appropriate utility provider. Additionally, each Owner may be required to contract with a local distribution company, a private retailing company and/or from a metering company for the supply of any utility to the Unit. Utilities consumed in each Unit may be measured by a suite metering system (a "SMS") operated by the company that installed the SMS (the "Metering Company") and may be invoiced to such Owner by the Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Owner and the 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 Residential 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 any agreements for any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Owner, as the case may be, shall assume all such liabilities and obligations from such date.
- (b) Each Owner shall receive and be responsible for payment of the invoice with respect to the consumption of such utilities for his Unit. The Owner shall remit payment to the relevant Metering Company for utility consumption, separate from any other obligations the Owner has with respect to payment of common expenses as an Owner within the Condominium. For greater certainty, the cost of such utility consumption within the Residential Units shall not form part of the common expenses.
- (c) 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:
  - (i) any monies owing with respect to invoices for any utility consumption described in this Section and not paid to the relevant Metering Company by the Owner according to the terms of the invoice, shall be paid by the Corporation to such Metering Company and shall thereupon be a debt owed by the Owner of the Unit 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 such utility consumption at a rate set out herein for arrears owing to the Corporation;
  - (ii) in the event a Unit Owner is in default of payment of invoices to the Metering Company, as a condition of being supplied or continuing to be supplied with such utility, 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 such utility; and
  - (iii) the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of such utility to any Unit where payments owing for same are more than 30 days in arrears and/or to register a common expense lien against the Unit.

Section 42 - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable

notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have, or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.

- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the Common Elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) 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.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect: (i) any part of the Building (including without limitation, the maintenance, repair and replacement of any windows; and (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the Common Elements. For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner.
- (e) Any supplier of a utility is entitled to enter any Unit and the Common Elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring; (ii) facilitating the usage and operation of such systems; and (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the Common Elements.
- (f) 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 (c) of this Section, 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.
- (g) 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 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.
- (h) 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 43 - 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 the 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 the 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 44 - 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 45 - Release

Each owner and tenant of a Unit in the Corporation, any property manager of the Corporation and the Corporation shall have no claim whatsoever against the Declarant if (a) the Declarant fails to implement the proposed energy-efficient equipment and building materials in the construction of the Condominium; (b) the Declarant fails to comply with any applicable program; (c) the Declarant does not meet the requirements for the Energy Company Green Loan to be advanced; and (d) if the proposed equipment, if installed, does not meet or exceed the contemplated energy savings. In addition, each owner, tenant and purchaser of a unit in the Corporation, any property manager of the Corporation and the Corporation fully release the Declarant from any claims whatsoever that they may have against the Declarant in relation to such claims.

Section 46 - Waiver

The failure to take action to enforce any provision contained in the Act, the Shared Facilities Agreement and/or the Governing Documents, 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 47 - 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.
- (d) If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 3<sup>rd</sup> business day following the day on which it was mailed.

Section 48 - Construction of Declaration


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

Section 49 - 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.

Executed this 17 day of February, 2016.

**TORVIEW PROPERTIES INC.**

Per:   
 Name: Fabrizio Cortellucci  
 Title: President

I have authority to bind the Corporation.

**SCHEDULE 'A'**

**LEGAL DESCRIPTION**

In the Town of Richmond Hill being comprised of part of Lots 1 to 7 inclusive on Registered Plan 4342, being part of PIN 03145-0422(LT), designated as **PARTS 1, 8, 9 and 10** on Reference Plan 65R-36096, deposited in the Land Titles Division of the York Region Land Registry Office (No. 65) and hereinafter referred to as the **RESIDENTIAL CONDOMINIUM LANDS**.

**SUBJECT TO** an easement in favour of Rogers Communications Inc. as set out in Instrument Number YR1880839.

**SUBJECT TO** an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument Number YR2121180.

**SUBJECT TO** a temporary easement in favour of The Regional Municipality of York over part of Lots 1 to 7 inclusive on Registered Plan 4342, designated as **PARTS 9 and 10** on Reference Plan 65R-36096 for a period of 4 years commencing upon registration of Expropriation Plan YR2257885 as set out in Instrument Number YR2257885.

**RESERVING/SUBJECT TO** an easement in favour of part of Lots 1 to 7 inclusive on Registered Plan 4342, being part of PIN 03145-0422(LT), designated as **PARTS 2 to 7 inclusive and PARTS 11 and 12** on Reference Plan 65R-36096, deposited in the Land Titles Division of the York Region Registry Office (No. 66) and hereinafter referred to as the **COMMERCIAL CONDOMINIUM LANDS** over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the **COMMERCIAL CONDOMINIUM LANDS**, at those times as may be prescribed by the owners of the **RESIDENTIAL CONDOMINIUM LANDS**, and further subject to the reasonable rules imposed from time to time by the owners of said **RESIDENTIAL CONDOMINIUM LANDS**, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the **RESIDENTIAL CONDOMINIUM LANDS**.

**RESERVING/SUBJECT TO** an easement in favour of the **COMMERCIAL CONDOMINIUM LANDS** over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the buildings and underground garage, and any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the buildings and underground garage situated or to be situated upon the **COMMERCIAL CONDOMINIUM LANDS** and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings and underground garage situated or to be situated on the **RESIDENTIAL CONDOMINIUM LANDS** as necessary for the operation of buildings, underground garage, utilities and services on the **COMMERCIAL CONDOMINIUM LANDS**, at those times as may be prescribed by the owners of the **RESIDENTIAL CONDOMINIUM LANDS**, and further subject to the reasonable rules imposed from time to time by the owners of said **RESIDENTIAL CONDOMINIUM LANDS**, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the **RESIDENTIAL CONDOMINIUM LANDS**.

**RESERVING/SUBJECT TO** an easement in favour of the **COMMERCIAL CONDOMINIUM LANDS** over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS**, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, plumbing and various other utilities and services that are necessary to the operation of buildings and underground garage situated and to be situated on the **COMMERCIAL CONDOMINIUM LANDS**, including, but not limited to, storm and sanitary sewers, water pipes, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, sensors, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, garbage disposal and recycling systems, fire sprinklers, fire protection, siamese connections, CACF, telecommunications equipment, rooftop satellite receivers and communication equipment, utility check meters, together with all appurtenances relating thereto as may be necessary from time to time to provide for such services and utilities to any parts of the buildings and underground garage situated and to be situated on the **COMMERCIAL CONDOMINIUM LANDS**, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within **RESIDENTIAL CONDOMINIUM LANDS** to facilitate such work, at those times as may be prescribed by the owners of the **RESIDENTIAL CONDOMINIUM LANDS**, and further subject to the reasonable rules imposed from time to time by the owners of said **RESIDENTIAL CONDOMINIUM LANDS**, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry. This easement is subject to the right of the owner of **RESIDENTIAL CONDOMINIUM LANDS** to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the **RESIDENTIAL CONDOMINIUM LANDS**. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the **RESIDENTIAL CONDOMINIUM LANDS**.

**RESERVING/SUBJECT TO** an easement in favour of the **COMMERCIAL CONDOMINIUM LANDS** over the **common elements** of the **RESIDENTIAL CONDOMINIUM LANDS** for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting satellite receivers and communication equipment on the roofs of Level 15, provided that this easement is restricted for use only by owners of the **COMMERCIAL CONDOMINIUM LANDS** where such equipment is required by

such owners in conjunction with the use of commercial operations situated and to be situated on the COMMERCIAL CONDOMINIUM LANDS and cannot be utilized by any owner or any condominium corporation for the purpose of leasing/licencing such area to a third party. This easement is subject to reasonable interruption, from time to time, for the maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS over the **common elements** of the RESIDENTIAL CONDOMINIUM LANDS for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the building, installations and all appurtenances relating thereto situated and to be situated on the COMMERCIAL CONDOMINIUM LANDS as well as the free flow of air through the shafts contained therein.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS over the **common elements** of the RESIDENTIAL CONDOMINIUM LANDS comprising the exit stairwells and corridors within the RESIDENTIAL CONDOMINIUM LANDS for the purposes of emergency pedestrian egress.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS, in common with all others entitled thereto, over the **common elements on Level 1** of the RESIDENTIAL CONDOMINIUM LANDS for the purpose of all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, garbage and recycling vehicles, service vehicles, and equipment and personnel contained therein) ingress and egress in, over and along the surface driveways within the RESIDENTIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS, over the **common elements on Levels 1 and 2** of the RESIDENTIAL CONDOMINIUM LANDS, comprising the elevators, stairways and corridors, for the purpose of access to the property management office located within the common elements on Level 2 of the RESIDENTIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS, in common with all others entitled thereto, over the **common elements on Level 1** of the RESIDENTIAL CONDOMINIUM LANDS for the purpose of pedestrian ingress and egress in, over and along the exterior pedestrian sidewalks and walkways within the RESIDENTIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**RESERVING/SUBJECT TO** an easement in favour of the COMMERCIAL CONDOMINIUM LANDS over the **common elements** of the RESIDENTIAL CONDOMINIUM LANDS for the purpose of installation, attachment and maintenance of, including, but not limited to, caissons, shoring, underpinnings, piles and tie backs, where practical, within the RESIDENTIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**RESERVING/SUBJECT TO** a temporary easement in favour of the COMMERCIAL CONDOMINIUM LANDS over the **common elements on Level 1** of the RESIDENTIAL CONDOMINIUM LANDS to provide for pedestrian and where practical, all manner of vehicular (including, without limitation, emergency vehicles, construction vehicles, service vehicles, and equipment, materials, machinery and personnel contained therein) ingress and egress to facilitate the construction of buildings, structures and leasehold improvements within the COMMERCIAL CONDOMINIUM LANDS, which said temporary easement shall terminate upon the occurrence of one of the following, whichever occurs first: (i) a date of seven (7) years after the date of registration of this Declaration; or (ii) upon the completion of the construction of the buildings, structures and leasehold improvements within the COMMERCIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the RESIDENTIAL CONDOMINIUM LANDS.

**TOGETHER WITH** an easement over part of the common elements and over part of Units 1, 2, 4 to 24 inclusive and part of Unit 47 according to York Region Condominium Plan 936, designated as PARTS 12 to 17 inclusive, 22, 23 and 24 on Reference Plan 65R-22299, in favour of PART 2 on Reference Plan 65R-33487 as set out in LT1483371.

**TOGETHER WITH** an easement over part of the common elements and over part of Units 1, 2, 4 to 24 inclusive and part of Unit 47 according to York Region Condominium Plan 936, designated as PARTS 12 to 17 inclusive, 22, 23 and 24 on Reference Plan 65R-22299, in favour of PART 3 on Reference Plan 65R-33487 as set out in LT1483365.

**TOGETHER WITH** an easement over part of the common elements and over part of Units 1, 2, 4 to 24 inclusive and part of Unit 47 according to York Region Condominium Plan 936, designated as PARTS 12 to 17 inclusive, 22, 23 and 24 on Reference Plan 65R-22299 in favour of PART 4 on Reference Plan 65R-33487 as set out in LT1483359.

**TOGETHER WITH** an easement over part of the common elements and over part of Units 1, 2, 4 to 24 inclusive and part of Unit 47 according to York Region Condominium Plan 936, designated as PARTS 12 to



17 inclusive, 22, 23 and 24 on Reference Plan 65R-22299 in favour of PART 5 on Reference Plan 65R-33487 as set out in LT1483353.

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, for the access of persons, vehicles, material and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings, structures, improvements, utilities and services situated within the RESIDENTIAL CONDOMINIUM LANDS, at those times as may be prescribed by the owners of the COMMERCIAL CONDOMINIUM LANDS, and further subject to the reasonable rules imposed from time to time by the owners of said COMMERCIAL CONDOMINIUM LANDS, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry between the hours of 9:00 am to 5:00 pm, so as not to interfere with the day to day operations of the commercial businesses operating and to be operating within said COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, for the purpose of effecting and facilitating the construction, installation, repair, replacement, maintenance, service and inspection of all parts of the buildings and underground garage, and any utilities and services, installations and appurtenances relating thereto, including any ancillary areas of the buildings and underground garage situated or to be situated upon the COMMERCIAL CONDOMINIUM LANDS and to allow the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations as comprise part of such buildings and underground garage situated or to be situated on the COMMERCIAL CONDOMINIUM LANDS as necessary for the operation of buildings, underground garage, utilities and services on the RESIDENTIAL CONDOMINIUM LANDS, at those times as may be prescribed by the owners of the COMMERCIAL CONDOMINIUM LANDS, and further subject to the reasonable rules imposed from time to time by the owners of said COMMERCIAL CONDOMINIUM LANDS, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry between the hours of 9:00 am to 5:00 pm, so as not to interfere with the day to day operations of the commercial businesses operating and to be operating within said COMMERCIAL CONDOMINIUM LANDS. This easement is subject to the right of the owner of COMMERCIAL CONDOMINIUM LANDS to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the COMMERCIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, for the purpose of constructing, installing, maintaining, operating, altering, repairing, periodic testing, replacing and inspecting all manner of electrical, plumbing and various other utilities and services that are necessary to the operation of buildings and underground garage situated and to be situated on the RESIDENTIAL CONDOMINIUM LANDS, including, but not limited to, storm and sanitary sewers, water pipes, pool and pool systems, insulation systems, electrical, telephone, television and cable duct banks, conduits, cables and wires, cable trays, sensors, transformers, gas lines, gas meters and regulating stations, ventilation ducts and shafts, air-conditioning equipment, garbage disposal and recycling systems, fire sprinklers, fire protection, siamese connections, including utility check meters, together with all appurtenances relating thereto as may be necessary from time to time to provide for such services and utilities to any parts of the buildings and underground garage situated and to be situated on the RESIDENTIAL CONDOMINIUM LANDS, including, but not limited to, the crossing, penetrating, boring and travelling onto and through any transfer slab, floor slab, ceiling slab, concrete, concrete block and masonry wall and/or drywall enclosure and other similar installations within COMMERCIAL CONDOMINIUM LANDS to facilitate such work, at those times as may be prescribed by the owners of the COMMERCIAL CONDOMINIUM LANDS, and further subject to the reasonable rules imposed from time to time by the owners of said COMMERCIAL CONDOMINIUM LANDS, including security requirements and written 24 hour notice specifying reason for entry, day of entry and a time of entry between the hours of 9:00 am to 5:00 pm, so as not to interfere with the day to day operations of the commercial businesses operating and to be operating within said COMMERCIAL CONDOMINIUM LANDS. This easement is subject to the right of the owner of COMMERCIAL CONDOMINIUM LANDS to alter and relocate, from time to time, all or a portion of the said utilities and services as may be constructed on the COMMERCIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, for the purpose of maintaining support (without restricting the generality of the foregoing) in respect of, from and by the structural members, slabs, pillars, columns, footings, foundations, side and cross beams, supporting walls and the soil which support the buildings and all installations and all appurtenances relating thereto situated and to be situated on the RESIDENTIAL CONDOMINIUM LANDS as well as the free flow of air through the shafts contained therein. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, comprising the exit stairwells and corridors within the COMMERCIAL CONDOMINIUM LANDS for the purposes of emergency pedestrian egress. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over and along the exterior pedestrian sidewalks and walkways contained within the COMMERCIAL CONDOMINIUM LANDS for the purposes of pedestrian ingress and egress to and from the RESIDENTIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS in and through the common access corridors and exit stairwells contained within the COMMERCIAL CONDOMINIUM LANDS for access to and from the RESIDENTIAL CONDOMINIUM LANDS, including the transport of goods and materials. This easement is subject to reasonable interruption, from time to time, for maintenance and repair of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS, being the designated at-grade loading areas contained within PARTS 2 and 3 on Reference Plan 65R-36096, for pedestrian and vehicular, access, ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate collection of garbage, recycling materials, organics and oversized refuse, within the designated at-grade loading areas at those designated times as may be prescribed by the owners of the COMMERCIAL CONDOMINIUM LANDS. The owners of the COMMERCIAL CONDOMINIUM LANDS shall provide access to and use of the loading areas as reasonably necessary to the operations and maintenance of the buildings contained within the RESIDENTIAL CONDOMINIUM LANDS. This easement does not permit the owners of the RESIDENTIAL CONDOMINIUM LANDS, their successors in title and assigns, their agents, servants, assignees, contractors, employees and licensees, to store garbage, recycling materials, organics, oversized refuse and containers within any portion of the COMMERCIAL CONDOMINIUM LANDS other than within the designated at-grade loading areas on a short term basis on designated garbage or recycling pick-up days. This easement permits temporary parking in connection with garbage/recycling collection for the RESIDENTIAL CONDOMINIUM LANDS within the designated at-grade loading areas on a short term basis.

This easement is subject to reasonable interruption, from time to time, for temporary parking of vehicles in connection with deliveries, moving and garbage/recycling collection for the COMMERCIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement, in favour of the RESIDENTIAL CONDOMINIUM LANDS over the COMMERCIAL CONDOMINIUM LANDS being the designated at-grade loading areas contained within PARTS 2 and 3 on Reference Plan 65R-36096, for use of the designated at-grade loading areas, and to further permit pedestrian and vehicular, access, ingress and egress, including for the purposes of on-loading, off-loading, temporary storage and truck access to facilitate moving and deliveries, within the said loading areas at those designated times as may be prescribed by the owners of the COMMERCIAL CONDOMINIUM LANDS. The owners of the COMMERCIAL CONDOMINIUM LANDS shall provide access to and use of the loading areas as reasonably necessary to the operations and maintenance of the buildings contained within the RESIDENTIAL CONDOMINIUM LANDS. This easement permits temporary parking in connection with deliveries for the RESIDENTIAL CONDOMINIUM LANDS within the said loading areas on a short term basis.

This easement is subject to reasonable interruption, from time to time, for temporary parking of vehicles in connection with deliveries, moving and garbage/recycling collection for the COMMERCIAL CONDOMINIUM LANDS. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

**TOGETHER WITH** an easement in favour of the RESIDENTIAL CONDOMINIUM LANDS over those portions of the COMMERCIAL CONDOMINIUM LANDS, designated as PARTS 2 and 3 on Reference Plan 65R-36096, as reasonably required for access to and use of the visitor bicycle spaces contained within the said PARTS 2 and 3 on Reference Plan 65R-36096. This easement is subject to reasonable interruption, from time to time, for maintenance, repair and reconstruction of the COMMERCIAL CONDOMINIUM LANDS. *Upon the registration of a declaration and description pursuant to the Condominium Act, 1998 in respect of the COMMERCIAL CONDOMINIUM LANDS, the easement granted herein is hereby released against all of the units within such condominium and any exclusive use common elements appurtenant thereto.*

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

BRATTYS LLP  
Barristers and Solicitors  
and duly authorized representatives of  
**TORVIEW PROPERTIES INC.**

February 10, 2016  
Dated

per: \_\_\_\_\_  
Brian Finer



**SCHEDULE "B"**

THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF  
SUBSECTION 2 OF SECTION 7 OF THE ACT

1. **AVIVA INSURANCE COMPANY OF CANADA** has a registered Charge within the meaning of Clause (b) of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number YR1902408 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. **AVIVA INSURANCE COMPANY OF CANADA** consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. **AVIVA INSURANCE COMPANY OF CANADA** postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. **AVIVA INSURANCE COMPANY OF CANADA** is entitled by law to grant this consent.

Executed this 17<sup>th</sup> day of January, 2016.

**AVIVA INSURANCE COMPANY OF CANADA**

Per: \_\_\_\_\_  
 Name: **Brian Argue**  
 Title: **Authorized Signing Officer**

Per: \_\_\_\_\_  
 Name:  
 Title:

I/We have authority to bind the Corporation.

SCHEDULE "B"

THE CONDOMINIUM ACT S.O. 1998. CHAPTER C.19

CONSENT OF MORTGAGEE UNDER CLAUSE (b) OF  
SUBSECTION 2 OF SECTION 7 OF THE ACT

1. **ROYAL BANK OF CANADA** has a registered Charge within the meaning of Clause (b) of Subsection 2 of Section 7 of the Condominium Act, S.O. 1998 registered as Number YR2184853 in the Land Registry Office for the Land Titles Division of York Region (No. 65).
2. **ROYAL BANK COMPANY OF CANADA** consents to the registration of this Declaration pursuant to the Condominium Act, 1998, against the land or interests appurtenant to the land, as the land and interests are described in the description.
3. **ROYAL BANK COMPANY OF CANADA** postpones the mortgage and interests under it to the declaration and the easements described in Schedule A to the declaration.
4. **ROYAL BANK COMPANY OF CANADA** is entitled by law to grant this consent.

Executed this 26 day of January, 2016.

**ROYAL BANK OF CANADA**

Per: Joseph Gareri  
Name: **Joseph Gareri**  
Title: **Director**

Per: D.J. Laraway  
Name: **D.J. Laraway**  
Title: **Senior Account Manager**

I/We have authority to bind the Bank.

**SCHEDULE 'C'**

**UNIT BOUNDARIES**

Each Residential Unit, Guest Unit, Superintendent's Unit, Community Unit, Parking Unit, Combined Parking/Storage Unit and Storage Unit and shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 7 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Guest Units, Superintendent's Unit, Community Unit, Parking Units, Combined Parking/Storage Units and Storage Units are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 7 inclusive of the Description and all dimensions shall have reference to them.

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

- 1. **BOUNDARIES OF THE RESIDENTIAL UNITS**  
(Being Units 1, 2, 3 and 4 on Level 1; Units 1 to 22 inclusive, Units 25, 26, 27, and Units 29 to 46 inclusive on Level 2; Units 1 to 51 inclusive on Level 3; Units 1 to 57 inclusive on Level 4; Units 1 to 50 inclusive on Levels 5 and 6; Units 1 to 20 inclusive on Level 7; Units 1 to 22 inclusive on Levels 8, 10, 11, 12, 13 and 14; Units 1 to 21 inclusive on Levels 9 and 15.)
- 2. **BOUNDARIES OF THE GUEST UNITS**  
(Being Units 23 and 24 on Level 2)
- 3. **BOUNDARIES OF THE SUPERINTENDENT'S UNIT**  
(Being Unit 28 on Level 2)
  - a) Each Residential Unit, Guest Unit and Superintendent's Unit shall be bounded vertically by:
    - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
    - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
  - b) Each Residential Unit, Guest Unit and Superintendent's Unit shall be bounded horizontally by one or a combination of:
    - i) The back side face of the drywall sheathing and production thereof on exterior walls or walls separating a unit from the common elements.
    - ii) The vertical plane established by measurements.
    - iii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.

In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side faces of the drywall sheathing and production thereof enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

- 4. **BOUNDARIES OF THE COMMUNITY UNIT**  
(Being Unit 5 on Level 1)
  - a) The Community Unit shall be bounded vertically by one or a combination of:
    - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
    - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
  - b) The Community Unit shall be bounded horizontally by one or a combination of:
    - i) The back side face of the drywall sheathing and production thereof on exterior walls or walls separating a unit from the common elements.

**SCHEDULE 'C'****UNIT BOUNDARIES**

- ii) The vertical plane established by measurements.
- iii) The unfinished unit side surface and plane of the exterior doors and windows (said doors and windows being in a closed position), door and window frames and the unit side surface of any glass or acrylic panels located therein.
- iv) The exterior surface and plane of the concrete planter and/or the production thereof.

In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side faces of the drywall sheathing and production thereof enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

**5. BOUNDARIES OF THE PARKING UNITS**

(Being Units 1 to 9 inclusive, Units 13 to 50 inclusive, 52, 55 to 137 inclusive, 140, 141, 144, 145, 148 to 152 inclusive, 159 to 169 inclusive, 171 to 183 inclusive and Units 186 to 204 inclusive on Level A; Units 1 to 9 inclusive, 13 to 56 inclusive, 58, 59, 60, 62, 63, 65 to 144 inclusive, 147, 148, 151, 152, 155 to 159 inclusive, 165 to 174 inclusive, 176 to 188 inclusive, and Units 191 to 267 inclusive on Level B)

Note: Units 137, 140, 141, 144, 145 and 148 on Level A, and Units 144, 147, 148, 151, 152, 155 and Units 260 to 267 inclusive on Level B are small car parking spaces.

**6. BOUNDARIES OF THE COMBINED PARKING/STORAGE UNITS**

(Being Units 10, 11, 12, 51, 53, 54, 138, 139, 142, 143, 146, 147, 153 to 158 inclusive, 170, 184, and Unit 185 on Level A; Units 10, 11, 12, 57, 61, 64, 145, 146, 149, 150, 153, 154, 160 to 164 inclusive, 175, 189, and Unit 190 on Level B)

Note: Units 138, 139, 142, 143, 146 and 147 on Level A, and Units 145, 146, 149, 150, 153 and 154 on Level B are small car parking spaces.

- a) Each Parking Unit and Combined Parking/Storage Unit shall be bounded vertically by one or a combination of:
  - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) The plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor.
  - iii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b) Each Parking Unit and Combined Parking/Storage Unit shall be bounded horizontally by one or a combination of:
  - i) The vertical plane established by measurements.
  - ii) The surface and plane of the masonry wall or column and/or the production thereof.
  - iii) The vertical plane established by the line and face of the columns and/or the production thereof.
  - iv) The vertical plane established by the centreline of columns and/or the production thereof.
  - v) The vertical plane established by measurements and perpendicular to the masonry wall.
  - vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.
  - vii) The back side face of the drywall sheathing and production thereof.

SCHEDULE 'C'

**UNIT BOUNDARIES**

**7. BOUNDARIES OF THE STORAGE UNITS**

(Being Units 6 to 22 inclusive on Level 1; Units 47 to 55 inclusive on Level 2; Units 52 to 60 inclusive on Level 3; Units 58 to 66 inclusive on Level 4; Units 51 to 59 inclusive on Levels 5 and 6; Units 205 to 332 inclusive on Level A; Units 268 to 392 inclusive on Level B)

- a) Each Storage Unit shall be bounded vertically by one or a combination of:
  - i) The upper surface and plane of the concrete floor slab and or the production thereof.
  - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
  - iii) The interior surface and plane of the steel wire mesh and frame.
- b) Each Storage Unit shall be bounded horizontally by one or a combination of:
  - i) The surface and plane of the masonry wall or column and/or the production thereof.
  - ii) The interior surface and plane of the steel wire mesh and frame.
  - iii) The back side face of the drywall sheathing and production thereof.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 7 inclusive of the Description.

FEBRUARY 10, 2016  
Dated

  
\_\_\_\_\_  
Maja Krčmar  
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 (Section 31 of the Declaration – Maintenance and Repairs to 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 (Section 5 of the Declaration – Boundaries of Units and Monuments).



### SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.02206	0.02206
PARKING UNIT	A	2	0.02206	0.02206
PARKING UNIT	A	3	0.02206	0.02206
PARKING UNIT	A	4	0.02206	0.02206
PARKING UNIT	A	5	0.02206	0.02206
PARKING UNIT	A	6	0.02206	0.02206
PARKING UNIT	A	7	0.02206	0.02206
PARKING UNIT	A	8	0.02206	0.02206
PARKING UNIT	A	9	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	10	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	11	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	12	0.02932	0.02932
PARKING UNIT	A	13	0.02206	0.02206
PARKING UNIT	A	14	0.02206	0.02206
PARKING UNIT	A	15	0.02206	0.02206
PARKING UNIT	A	16	0.02206	0.02206
PARKING UNIT	A	17	0.02206	0.02206
PARKING UNIT	A	18	0.02206	0.02206
PARKING UNIT	A	19	0.02206	0.02206
PARKING UNIT	A	20	0.02206	0.02206
PARKING UNIT	A	21	0.02206	0.02206
PARKING UNIT	A	22	0.02206	0.02206
PARKING UNIT	A	23	0.02206	0.02206
PARKING UNIT	A	24	0.02206	0.02206
PARKING UNIT	A	25	0.02206	0.02206
PARKING UNIT	A	26	0.02206	0.02206
PARKING UNIT	A	27	0.02206	0.02206
PARKING UNIT	A	28	0.02206	0.02206
PARKING UNIT	A	29	0.02206	0.02206
PARKING UNIT	A	30	0.02206	0.02206
PARKING UNIT	A	31	0.02206	0.02206
PARKING UNIT	A	32	0.02206	0.02206
PARKING UNIT	A	33	0.02206	0.02206
PARKING UNIT	A	34	0.02206	0.02206
PARKING UNIT	A	35	0.02206	0.02206
PARKING UNIT	A	36	0.02206	0.02206
PARKING UNIT	A	37	0.02206	0.02206
PARKING UNIT	A	38	0.02206	0.02206
PARKING UNIT	A	39	0.02206	0.02206
PARKING UNIT	A	40	0.02206	0.02206
PARKING UNIT	A	41	0.02206	0.02206
PARKING UNIT	A	42	0.02206	0.02206
PARKING UNIT	A	43	0.02206	0.02206
PARKING UNIT	A	44	0.02206	0.02206
PARKING UNIT	A	45	0.02206	0.02206
PARKING UNIT	A	46	0.02206	0.02206
PARKING UNIT	A	47	0.02206	0.02206
PARKING UNIT	A	48	0.02206	0.02206
PARKING UNIT	A	49	0.02206	0.02206
PARKING UNIT	A	50	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	51	0.02932	0.02932

PARKING UNIT	A	52	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	53	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	54	0.02932	0.02932
PARKING UNIT	A	55	0.02206	0.02206
PARKING UNIT	A	56	0.02206	0.02206
PARKING UNIT	A	57	0.02206	0.02206
PARKING UNIT	A	58	0.02206	0.02206
PARKING UNIT	A	59	0.02206	0.02206
PARKING UNIT	A	60	0.02206	0.02206
PARKING UNIT	A	61	0.02206	0.02206
PARKING UNIT	A	62	0.02206	0.02206
PARKING UNIT	A	63	0.02206	0.02206
PARKING UNIT	A	64	0.02206	0.02206
PARKING UNIT	A	65	0.02206	0.02206
PARKING UNIT	A	66	0.02206	0.02206
PARKING UNIT	A	67	0.02206	0.02206
PARKING UNIT	A	68	0.02206	0.02206
PARKING UNIT	A	69	0.02206	0.02206
PARKING UNIT	A	70	0.02206	0.02206
PARKING UNIT	A	71	0.02206	0.02206
PARKING UNIT	A	72	0.02206	0.02206
PARKING UNIT	A	73	0.02206	0.02206
PARKING UNIT	A	74	0.02206	0.02206
PARKING UNIT	A	75	0.02206	0.02206
PARKING UNIT	A	76	0.02206	0.02206
PARKING UNIT	A	77	0.02206	0.02206
PARKING UNIT	A	78	0.02206	0.02206
PARKING UNIT	A	79	0.02206	0.02206
PARKING UNIT	A	80	0.02206	0.02206
PARKING UNIT	A	81	0.02206	0.02206
PARKING UNIT	A	82	0.02206	0.02206
PARKING UNIT	A	83	0.02206	0.02206
PARKING UNIT	A	84	0.02206	0.02206
PARKING UNIT	A	85	0.02206	0.02206
PARKING UNIT	A	86	0.02206	0.02206
PARKING UNIT	A	87	0.02206	0.02206
PARKING UNIT	A	88	0.02206	0.02206
PARKING UNIT	A	89	0.02206	0.02206
PARKING UNIT	A	90	0.02206	0.02206
PARKING UNIT	A	91	0.02206	0.02206
PARKING UNIT	A	92	0.02206	0.02206
PARKING UNIT	A	93	0.02206	0.02206
PARKING UNIT	A	94	0.02206	0.02206
PARKING UNIT	A	95	0.02206	0.02206
PARKING UNIT	A	96	0.02206	0.02206
PARKING UNIT	A	97	0.02206	0.02206
PARKING UNIT	A	98	0.02206	0.02206
PARKING UNIT	A	99	0.02206	0.02206
PARKING UNIT	A	100	0.02206	0.02206
PARKING UNIT	A	101	0.02206	0.02206
PARKING UNIT	A	102	0.02206	0.02206
PARKING UNIT	A	103	0.02206	0.02206
PARKING UNIT	A	104	0.02206	0.02206
PARKING UNIT	A	105	0.02206	0.02206
PARKING UNIT	A	106	0.02206	0.02206
PARKING UNIT	A	107	0.02206	0.02206
PARKING UNIT	A	108	0.02206	0.02206

PARKING UNIT	A	109	0.02206	0.02206
PARKING UNIT	A	110	0.02206	0.02206
PARKING UNIT	A	111	0.02206	0.02206
PARKING UNIT	A	112	0.02206	0.02206
PARKING UNIT	A	113	0.02206	0.02206
PARKING UNIT	A	114	0.02206	0.02206
PARKING UNIT	A	115	0.02206	0.02206
PARKING UNIT	A	116	0.02206	0.02206
PARKING UNIT	A	117	0.02206	0.02206
PARKING UNIT	A	118	0.02206	0.02206
PARKING UNIT	A	119	0.02206	0.02206
PARKING UNIT	A	120	0.02206	0.02206
PARKING UNIT	A	121	0.02206	0.02206
PARKING UNIT	A	122	0.02206	0.02206
PARKING UNIT	A	123	0.02206	0.02206
PARKING UNIT	A	124	0.02206	0.02206
PARKING UNIT	A	125	0.02206	0.02206
PARKING UNIT	A	126	0.02206	0.02206
PARKING UNIT	A	127	0.02206	0.02206
PARKING UNIT	A	128	0.02206	0.02206
PARKING UNIT	A	129	0.02206	0.02206
PARKING UNIT	A	130	0.02206	0.02206
PARKING UNIT	A	131	0.02206	0.02206
PARKING UNIT	A	132	0.02206	0.02206
PARKING UNIT	A	133	0.02206	0.02206
PARKING UNIT	A	134	0.02206	0.02206
PARKING UNIT	A	135	0.02206	0.02206
PARKING UNIT	A	136	0.02206	0.02206
PARKING UNIT	A	137	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	138	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	139	0.02932	0.02932
PARKING UNIT	A	140	0.02206	0.02206
PARKING UNIT	A	141	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	142	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	143	0.02932	0.02932
PARKING UNIT	A	144	0.02206	0.02206
PARKING UNIT	A	145	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	146	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	147	0.02932	0.02932
PARKING UNIT	A	148	0.02206	0.02206
PARKING UNIT	A	149	0.02206	0.02206
PARKING UNIT	A	150	0.02206	0.02206
PARKING UNIT	A	151	0.02206	0.02206
PARKING UNIT	A	152	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	153	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	154	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	155	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	156	0.02932	0.02932

COMBINED PARKING/ STORAGE UNIT	A	157	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	158	0.02932	0.02932
PARKING UNIT	A	159	0.02206	0.02206
PARKING UNIT	A	160	0.02206	0.02206
PARKING UNIT	A	161	0.02206	0.02206
PARKING UNIT	A	162	0.02206	0.02206
PARKING UNIT	A	163	0.02206	0.02206
PARKING UNIT	A	164	0.02206	0.02206
PARKING UNIT	A	165	0.02206	0.02206
PARKING UNIT	A	166	0.02206	0.02206
PARKING UNIT	A	167	0.02206	0.02206
PARKING UNIT	A	168	0.02206	0.02206
PARKING UNIT	A	169	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	170	0.02932	0.02932
PARKING UNIT	A	171	0.02206	0.02206
PARKING UNIT	A	172	0.02206	0.02206
PARKING UNIT	A	173	0.02206	0.02206
PARKING UNIT	A	174	0.02206	0.02206
PARKING UNIT	A	175	0.02206	0.02206
PARKING UNIT	A	176	0.02206	0.02206
PARKING UNIT	A	177	0.02206	0.02206
PARKING UNIT	A	178	0.02206	0.02206
PARKING UNIT	A	179	0.02206	0.02206
PARKING UNIT	A	180	0.02206	0.02206
PARKING UNIT	A	181	0.02206	0.02206
PARKING UNIT	A	182	0.02206	0.02206
PARKING UNIT	A	183	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	A	184	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	A	185	0.02932	0.02932
PARKING UNIT	A	186	0.02206	0.02206
PARKING UNIT	A	187	0.02206	0.02206
PARKING UNIT	A	188	0.02206	0.02206
PARKING UNIT	A	189	0.02206	0.02206
PARKING UNIT	A	190	0.02206	0.02206
PARKING UNIT	A	191	0.02206	0.02206
PARKING UNIT	A	192	0.02206	0.02206
PARKING UNIT	A	193	0.02206	0.02206
PARKING UNIT	A	194	0.02206	0.02206
PARKING UNIT	A	195	0.02206	0.02206
PARKING UNIT	A	196	0.02206	0.02206
PARKING UNIT	A	197	0.02206	0.02206
PARKING UNIT	A	198	0.02206	0.02206
PARKING UNIT	A	199	0.02206	0.02206
PARKING UNIT	A	200	0.02206	0.02206
PARKING UNIT	A	201	0.02206	0.02206
PARKING UNIT	A	202	0.02206	0.02206
PARKING UNIT	A	203	0.02206	0.02206
PARKING UNIT	A	204	0.02206	0.02206
STORAGE UNIT	A	205	0.00731	0.00731
STORAGE UNIT	A	206	0.00731	0.00731
STORAGE UNIT	A	207	0.00731	0.00731
STORAGE UNIT	A	208	0.00731	0.00731
STORAGE UNIT	A	209	0.00731	0.00731
STORAGE UNIT	A	210	0.00731	0.00731





STORAGE UNIT	A	329	0.00731	0.00731
STORAGE UNIT	A	330	0.00731	0.00731
STORAGE UNIT	A	331	0.00731	0.00731
STORAGE UNIT	A	332	0.00731	0.00731
PARKING UNIT	B	1	0.02206	0.02206
PARKING UNIT	B	2	0.02206	0.02206
PARKING UNIT	B	3	0.02206	0.02206
PARKING UNIT	B	4	0.02206	0.02206
PARKING UNIT	B	5	0.02206	0.02206
PARKING UNIT	B	6	0.02206	0.02206
PARKING UNIT	B	7	0.02206	0.02206
PARKING UNIT	B	8	0.02206	0.02206
PARKING UNIT	B	9	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	10	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	11	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	12	0.02932	0.02932
PARKING UNIT	B	13	0.02206	0.02206
PARKING UNIT	B	14	0.02206	0.02206
PARKING UNIT	B	15	0.02206	0.02206
PARKING UNIT	B	16	0.02206	0.02206
PARKING UNIT	B	17	0.02206	0.02206
PARKING UNIT	B	18	0.02206	0.02206
PARKING UNIT	B	19	0.02206	0.02206
PARKING UNIT	B	20	0.02206	0.02206
PARKING UNIT	B	21	0.02206	0.02206
PARKING UNIT	B	22	0.02206	0.02206
PARKING UNIT	B	23	0.02206	0.02206
PARKING UNIT	B	24	0.02206	0.02206
PARKING UNIT	B	25	0.02206	0.02206
PARKING UNIT	B	26	0.02206	0.02206
PARKING UNIT	B	27	0.02206	0.02206
PARKING UNIT	B	28	0.02206	0.02206
PARKING UNIT	B	29	0.02206	0.02206
PARKING UNIT	B	30	0.02206	0.02206
PARKING UNIT	B	31	0.02206	0.02206
PARKING UNIT	B	32	0.02206	0.02206
PARKING UNIT	B	33	0.02206	0.02206
PARKING UNIT	B	34	0.02206	0.02206
PARKING UNIT	B	35	0.02206	0.02206
PARKING UNIT	B	36	0.02206	0.02206
PARKING UNIT	B	37	0.02206	0.02206
PARKING UNIT	B	38	0.02206	0.02206
PARKING UNIT	B	39	0.02206	0.02206
PARKING UNIT	B	40	0.02206	0.02206
PARKING UNIT	B	41	0.02206	0.02206
PARKING UNIT	B	42	0.02206	0.02206
PARKING UNIT	B	43	0.02206	0.02206
PARKING UNIT	B	44	0.02206	0.02206
PARKING UNIT	B	45	0.02206	0.02206
PARKING UNIT	B	46	0.02206	0.02206
PARKING UNIT	B	47	0.02206	0.02206
PARKING UNIT	B	48	0.02206	0.02206
PARKING UNIT	B	49	0.02206	0.02206
PARKING UNIT	B	50	0.02206	0.02206
PARKING UNIT	B	51	0.02206	0.02206

PARKING UNIT	B	52	0.02206	0.02206
PARKING UNIT	B	53	0.02206	0.02206
PARKING UNIT	B	54	0.02206	0.02206
PARKING UNIT	B	55	0.02206	0.02206
PARKING UNIT	B	56	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	57	0.02932	0.02932
PARKING UNIT	B	58	0.02206	0.02206
PARKING UNIT	B	59	0.02206	0.02206
PARKING UNIT	B	60	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	61	0.02932	0.02932
PARKING UNIT	B	62	0.02206	0.02206
PARKING UNIT	B	63	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	64	0.02932	0.02932
PARKING UNIT	B	65	0.02206	0.02206
PARKING UNIT	B	66	0.02206	0.02206
PARKING UNIT	B	67	0.02206	0.02206
PARKING UNIT	B	68	0.02206	0.02206
PARKING UNIT	B	69	0.02206	0.02206
PARKING UNIT	B	70	0.02206	0.02206
PARKING UNIT	B	71	0.02206	0.02206
PARKING UNIT	B	72	0.02206	0.02206
PARKING UNIT	B	73	0.02206	0.02206
PARKING UNIT	B	74	0.02206	0.02206
PARKING UNIT	B	75	0.02206	0.02206
PARKING UNIT	B	76	0.02206	0.02206
PARKING UNIT	B	77	0.02206	0.02206
PARKING UNIT	B	78	0.02206	0.02206
PARKING UNIT	B	79	0.02206	0.02206
PARKING UNIT	B	80	0.02206	0.02206
PARKING UNIT	B	81	0.02206	0.02206
PARKING UNIT	B	82	0.02206	0.02206
PARKING UNIT	B	83	0.02206	0.02206
PARKING UNIT	B	84	0.02206	0.02206
PARKING UNIT	B	85	0.02206	0.02206
PARKING UNIT	B	86	0.02206	0.02206
PARKING UNIT	B	87	0.02206	0.02206
PARKING UNIT	B	88	0.02206	0.02206
PARKING UNIT	B	89	0.02206	0.02206
PARKING UNIT	B	90	0.02206	0.02206
PARKING UNIT	B	91	0.02206	0.02206
PARKING UNIT	B	92	0.02206	0.02206
PARKING UNIT	B	93	0.02206	0.02206
PARKING UNIT	B	94	0.02206	0.02206
PARKING UNIT	B	95	0.02206	0.02206
PARKING UNIT	B	96	0.02206	0.02206
PARKING UNIT	B	97	0.02206	0.02206
PARKING UNIT	B	98	0.02206	0.02206
PARKING UNIT	B	99	0.02206	0.02206
PARKING UNIT	B	100	0.02206	0.02206
PARKING UNIT	B	101	0.02206	0.02206
PARKING UNIT	B	102	0.02206	0.02206
PARKING UNIT	B	103	0.02206	0.02206
PARKING UNIT	B	104	0.02206	0.02206
PARKING UNIT	B	105	0.02206	0.02206
PARKING UNIT	B	106	0.02206	0.02206
PARKING UNIT	B	107	0.02206	0.02206



PARKING UNIT	B	108	0.02206	0.02206
PARKING UNIT	B	109	0.02206	0.02206
PARKING UNIT	B	110	0.02206	0.02206
PARKING UNIT	B	111	0.02206	0.02206
PARKING UNIT	B	112	0.02206	0.02206
PARKING UNIT	B	113	0.02206	0.02206
PARKING UNIT	B	114	0.02206	0.02206
PARKING UNIT	B	115	0.02206	0.02206
PARKING UNIT	B	116	0.02206	0.02206
PARKING UNIT	B	117	0.02206	0.02206
PARKING UNIT	B	118	0.02206	0.02206
PARKING UNIT	B	119	0.02206	0.02206
PARKING UNIT	B	120	0.02206	0.02206
PARKING UNIT	B	121	0.02206	0.02206
PARKING UNIT	B	122	0.02206	0.02206
PARKING UNIT	B	123	0.02206	0.02206
PARKING UNIT	B	124	0.02206	0.02206
PARKING UNIT	B	125	0.02206	0.02206
PARKING UNIT	B	126	0.02206	0.02206
PARKING UNIT	B	127	0.02206	0.02206
PARKING UNIT	B	128	0.02206	0.02206
PARKING UNIT	B	129	0.02206	0.02206
PARKING UNIT	B	130	0.02206	0.02206
PARKING UNIT	B	131	0.02206	0.02206
PARKING UNIT	B	132	0.02206	0.02206
PARKING UNIT	B	133	0.02206	0.02206
PARKING UNIT	B	134	0.02206	0.02206
PARKING UNIT	B	135	0.02206	0.02206
PARKING UNIT	B	136	0.02206	0.02206
PARKING UNIT	B	137	0.02206	0.02206
PARKING UNIT	B	138	0.02206	0.02206
PARKING UNIT	B	139	0.02206	0.02206
PARKING UNIT	B	140	0.02206	0.02206
PARKING UNIT	B	141	0.02206	0.02206
PARKING UNIT	B	142	0.02206	0.02206
PARKING UNIT	B	143	0.02206	0.02206
PARKING UNIT	B	144	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	145	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	146	0.02932	0.02932
PARKING UNIT	B	147	0.02206	0.02206
PARKING UNIT	B	148	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	149	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	150	0.02932	0.02932
PARKING UNIT	B	151	0.02206	0.02206
PARKING UNIT	B	152	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	153	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	154	0.02932	0.02932
PARKING UNIT	B	155	0.02206	0.02206
PARKING UNIT	B	156	0.02206	0.02206
PARKING UNIT	B	157	0.02206	0.02206
PARKING UNIT	B	158	0.02206	0.02206
PARKING UNIT	B	159	0.02206	0.02206

COMBINED PARKING/ STORAGE UNIT	B	160	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	161	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	162	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	163	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	164	0.02932	0.02932
PARKING UNIT	B	165	0.02206	0.02206
PARKING UNIT	B	166	0.02206	0.02206
PARKING UNIT	B	167	0.02206	0.02206
PARKING UNIT	B	168	0.02206	0.02206
PARKING UNIT	B	169	0.02206	0.02206
PARKING UNIT	B	170	0.02206	0.02206
PARKING UNIT	B	171	0.02206	0.02206
PARKING UNIT	B	172	0.02206	0.02206
PARKING UNIT	B	173	0.02206	0.02206
PARKING UNIT	B	174	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	175	0.02932	0.02932
PARKING UNIT	B	176	0.02206	0.02206
PARKING UNIT	B	177	0.02206	0.02206
PARKING UNIT	B	178	0.02206	0.02206
PARKING UNIT	B	179	0.02206	0.02206
PARKING UNIT	B	180	0.02206	0.02206
PARKING UNIT	B	181	0.02206	0.02206
PARKING UNIT	B	182	0.02206	0.02206
PARKING UNIT	B	183	0.02206	0.02206
PARKING UNIT	B	184	0.02206	0.02206
PARKING UNIT	B	185	0.02206	0.02206
PARKING UNIT	B	186	0.02206	0.02206
PARKING UNIT	B	187	0.02206	0.02206
PARKING UNIT	B	188	0.02206	0.02206
COMBINED PARKING/ STORAGE UNIT	B	189	0.02932	0.02932
COMBINED PARKING/ STORAGE UNIT	B	190	0.02932	0.02932
PARKING UNIT	B	191	0.02206	0.02206
PARKING UNIT	B	192	0.02206	0.02206
PARKING UNIT	B	193	0.02206	0.02206
PARKING UNIT	B	194	0.02206	0.02206
PARKING UNIT	B	195	0.02206	0.02206
PARKING UNIT	B	196	0.02206	0.02206
PARKING UNIT	B	197	0.02206	0.02206
PARKING UNIT	B	198	0.02206	0.02206
PARKING UNIT	B	199	0.02206	0.02206
PARKING UNIT	B	200	0.02206	0.02206
PARKING UNIT	B	201	0.02206	0.02206
PARKING UNIT	B	202	0.02206	0.02206
PARKING UNIT	B	203	0.02206	0.02206
PARKING UNIT	B	204	0.02206	0.02206
PARKING UNIT	B	205	0.02206	0.02206
PARKING UNIT	B	206	0.02206	0.02206
PARKING UNIT	B	207	0.02206	0.02206
PARKING UNIT	B	208	0.02206	0.02206
PARKING UNIT	B	209	0.02206	0.02206
PARKING UNIT	B	210	0.02206	0.02206

PARKING UNIT	B	211	0.02206	0.02206
PARKING UNIT	B	212	0.02206	0.02206
PARKING UNIT	B	213	0.02206	0.02206
PARKING UNIT	B	214	0.02206	0.02206
PARKING UNIT	B	215	0.02206	0.02206
PARKING UNIT	B	216	0.02206	0.02206
PARKING UNIT	B	217	0.02206	0.02206
PARKING UNIT	B	218	0.02206	0.02206
PARKING UNIT	B	219	0.02206	0.02206
PARKING UNIT	B	220	0.02206	0.02206
PARKING UNIT	B	221	0.02206	0.02206
PARKING UNIT	B	222	0.02206	0.02206
PARKING UNIT	B	223	0.02206	0.02206
PARKING UNIT	B	224	0.02206	0.02206
PARKING UNIT	B	225	0.02206	0.02206
PARKING UNIT	B	226	0.02206	0.02206
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PARKING UNIT	B	228	0.02206	0.02206
PARKING UNIT	B	229	0.02206	0.02206
PARKING UNIT	B	230	0.02206	0.02206
PARKING UNIT	B	231	0.02206	0.02206
PARKING UNIT	B	232	0.02206	0.02206
PARKING UNIT	B	233	0.02206	0.02206
PARKING UNIT	B	234	0.02206	0.02206
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PARKING UNIT	B	239	0.02206	0.02206
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PARKING UNIT	B	246	0.02206	0.02206
PARKING UNIT	B	247	0.02206	0.02206
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PARKING UNIT	B	251	0.02206	0.02206
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PARKING UNIT	B	253	0.02206	0.02206
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PARKING UNIT	B	256	0.02206	0.02206
PARKING UNIT	B	257	0.02206	0.02206
PARKING UNIT	B	258	0.02206	0.02206
PARKING UNIT	B	259	0.02206	0.02206
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PARKING UNIT	B	261	0.02206	0.02206
PARKING UNIT	B	262	0.02206	0.02206
PARKING UNIT	B	263	0.02206	0.02206
PARKING UNIT	B	264	0.02206	0.02206
PARKING UNIT	B	265	0.02206	0.02206
PARKING UNIT	B	266	0.02206	0.02206
PARKING UNIT	B	267	0.02206	0.02206
STORAGE UNIT	B	268	0.00731	0.00731
STORAGE UNIT	B	269	0.00731	0.00731



STORAGE UNIT	B	329	0.00731	0.00731
STORAGE UNIT	B	330	0.00731	0.00731
STORAGE UNIT	B	331	0.00731	0.00731
STORAGE UNIT	B	332	0.00731	0.00731
STORAGE UNIT	B	333	0.00731	0.00731
STORAGE UNIT	B	334	0.00731	0.00731
STORAGE UNIT	B	335	0.00731	0.00731
STORAGE UNIT	B	336	0.00731	0.00731
STORAGE UNIT	B	337	0.00731	0.00731
STORAGE UNIT	B	338	0.00731	0.00731
STORAGE UNIT	B	339	0.00731	0.00731
STORAGE UNIT	B	340	0.00731	0.00731
STORAGE UNIT	B	341	0.00731	0.00731
STORAGE UNIT	B	342	0.00731	0.00731
STORAGE UNIT	B	343	0.00731	0.00731
STORAGE UNIT	B	344	0.00731	0.00731
STORAGE UNIT	B	345	0.00731	0.00731
STORAGE UNIT	B	346	0.00731	0.00731
STORAGE UNIT	B	347	0.00731	0.00731
STORAGE UNIT	B	348	0.00731	0.00731
STORAGE UNIT	B	349	0.00731	0.00731
STORAGE UNIT	B	350	0.00731	0.00731
STORAGE UNIT	B	351	0.00731	0.00731
STORAGE UNIT	B	352	0.00731	0.00731
STORAGE UNIT	B	353	0.00731	0.00731
STORAGE UNIT	B	354	0.00731	0.00731
STORAGE UNIT	B	355	0.00731	0.00731
STORAGE UNIT	B	356	0.00731	0.00731
STORAGE UNIT	B	357	0.00731	0.00731
STORAGE UNIT	B	358	0.00731	0.00731
STORAGE UNIT	B	359	0.00731	0.00731
STORAGE UNIT	B	360	0.00731	0.00731
STORAGE UNIT	B	361	0.00731	0.00731
STORAGE UNIT	B	362	0.00731	0.00731
STORAGE UNIT	B	363	0.00731	0.00731
STORAGE UNIT	B	364	0.00731	0.00731
STORAGE UNIT	B	365	0.00731	0.00731
STORAGE UNIT	B	366	0.00731	0.00731
STORAGE UNIT	B	367	0.00731	0.00731
STORAGE UNIT	B	368	0.00731	0.00731
STORAGE UNIT	B	369	0.00731	0.00731
STORAGE UNIT	B	370	0.00731	0.00731
STORAGE UNIT	B	371	0.00731	0.00731
STORAGE UNIT	B	372	0.00731	0.00731
STORAGE UNIT	B	373	0.00731	0.00731
STORAGE UNIT	B	374	0.00731	0.00731
STORAGE UNIT	B	375	0.00731	0.00731
STORAGE UNIT	B	376	0.00731	0.00731
STORAGE UNIT	B	377	0.00731	0.00731
STORAGE UNIT	B	378	0.00731	0.00731
STORAGE UNIT	B	379	0.00731	0.00731
STORAGE UNIT	B	380	0.00731	0.00731
STORAGE UNIT	B	381	0.00731	0.00731
STORAGE UNIT	B	382	0.00731	0.00731
STORAGE UNIT	B	383	0.00731	0.00731
STORAGE UNIT	B	384	0.00731	0.00731
STORAGE UNIT	B	385	0.00731	0.00731
STORAGE UNIT	B	386	0.00731	0.00731
STORAGE UNIT	B	387	0.00731	0.00731

STORAGE UNIT	B	388	0.00731	0.00731
STORAGE UNIT	B	389	0.00731	0.00731
STORAGE UNIT	B	390	0.00731	0.00731
STORAGE UNIT	B	391	0.00731	0.00731
STORAGE UNIT	B	392	0.00731	0.00731
119	1	1	0.33223	0.32869
118	1	2	0.20885	0.20662
117	1	3	0.20885	0.20662
116	1	4	0.21366	0.21138
COMMUNITY UNIT	1	5	0.00001	0.77118
STORAGE UNIT	1	6	0.00731	0.00731
STORAGE UNIT	1	7	0.00731	0.00731
STORAGE UNIT	1	8	0.00731	0.00731
STORAGE UNIT	1	9	0.00731	0.00731
STORAGE UNIT	1	10	0.00731	0.00731
STORAGE UNIT	1	11	0.00731	0.00731
STORAGE UNIT	1	12	0.00731	0.00731
STORAGE UNIT	1	13	0.00731	0.00731
STORAGE UNIT	1	14	0.00731	0.00731
STORAGE UNIT	1	15	0.00731	0.00731
STORAGE UNIT	1	16	0.00731	0.00731
STORAGE UNIT	1	17	0.00731	0.00731
STORAGE UNIT	1	18	0.00731	0.00731
STORAGE UNIT	1	19	0.00731	0.00731
STORAGE UNIT	1	20	0.00731	0.00731
STORAGE UNIT	1	21	0.00731	0.00731
STORAGE UNIT	1	22	0.00731	0.00731
213	2	1	0.29090	0.28781
215	2	2	0.15762	0.15594
217	2	3	0.15762	0.15594
219	2	4	0.15762	0.15594
222	2	5	0.17120	0.16938
221	2	6	0.17120	0.16938
220	2	7	0.17120	0.16938
218	2	8	0.17120	0.16938
216	2	9	0.17120	0.16938
214	2	10	0.20431	0.20214
212	2	11	0.15592	0.15426
211	2	12	0.15422	0.15258
210	2	13	0.22271	0.22034
209	2	14	0.20233	0.20018
208	2	15	0.21874	0.21642
207	2	16	0.21110	0.20886
206	2	17	0.20997	0.20774
205	2	18	0.20516	0.20298
204	2	19	0.18903	0.18702
203	2	20	0.26006	0.25729
202	2	21	0.19101	0.18898
201	2	22	0.28326	0.28025
GUEST SUITE UNIT	2	23	0.00001	0.00001
GUEST SUITE UNIT	2	24	0.00001	0.00001
223	2	25	0.23629	0.23378
227	2	26	0.10329	0.10219
228	2	27	0.10074	0.09967
231	2	28	0.19837	0.19626
237	2	29	0.19186	0.18982
238	2	30	0.19186	0.18982

241	2	31	0.19186	0.18982
242	2	32	0.26459	0.26177
244	2	33	0.18903	0.18702
243	2	34	0.20459	0.20242
240	2	35	0.20884	0.20662
239	2	36	0.20884	0.20662
236	2	37	0.20884	0.20662
235	2	38	0.17715	0.17526
234	2	39	0.17516	0.17330
233	2	40	0.17120	0.16938
232	2	41	0.17120	0.16938
230	2	42	0.17120	0.16938
229	2	43	0.17120	0.16938
226	2	44	0.17120	0.16938
225	2	45	0.17064	0.16882
224	2	46	0.21444	0.21216
STORAGE UNIT	2	47	0.00731	0.00731
STORAGE UNIT	2	48	0.00731	0.00731
STORAGE UNIT	2	49	0.00731	0.00731
STORAGE UNIT	2	50	0.00731	0.00731
STORAGE UNIT	2	51	0.00731	0.00731
STORAGE UNIT	2	52	0.00731	0.00731
STORAGE UNIT	2	53	0.00731	0.00731
STORAGE UNIT	2	54	0.00731	0.00731
STORAGE UNIT	2	55	0.00731	0.00731
313	3	1	0.29090	0.28781
315	3	2	0.15734	0.15566
317	3	3	0.15734	0.15566
319	3	4	0.15734	0.15566
321	3	5	0.11744	0.11619
323	3	6	0.16328	0.16154
324	3	7	0.17120	0.16938
322	3	8	0.17120	0.16938
320	3	9	0.17120	0.16938
318	3	10	0.17120	0.16938
316	3	11	0.17120	0.16938
314	3	12	0.20431	0.20214
312	3	13	0.15592	0.15426
311	3	14	0.15422	0.15258
310	3	15	0.22271	0.22034
309	3	16	0.20233	0.20018
308	3	17	0.21874	0.21642
307	3	18	0.21110	0.20886
306	3	19	0.20912	0.20690
305	3	20	0.20459	0.20242
304	3	21	0.18903	0.18702
303	3	22	0.26459	0.26177
302	3	23	0.19101	0.18898
301	3	24	0.28326	0.28025
328	3	25	0.19865	0.19654
329	3	26	0.22101	0.21866
330	3	27	0.00001	0.15426
334	3	28	0.10159	0.10051
335	3	29	0.10074	0.09967
338	3	30	0.19837	0.19626
344	3	31	0.19186	0.18982
345	3	32	0.19186	0.18982
348	3	33	0.19186	0.18982

349	3	34	0.26459	0.26177
351	3	35	0.18903	0.18702
350	3	36	0.20459	0.20242
347	3	37	0.20884	0.20662
346	3	38	0.20884	0.20662
343	3	39	0.20884	0.20662
342	3	40	0.17715	0.17526
341	3	41	0.17516	0.17330
340	3	42	0.17120	0.16938
339	3	43	0.17120	0.16938
337	3	44	0.17120	0.16938
336	3	45	0.17120	0.16938
333	3	46	0.17120	0.16938
332	3	47	0.17064	0.16882
331	3	48	0.21447	0.21219
325	3	49	0.16045	0.15874
326	3	50	0.19356	0.19150
327	3	51	0.18252	0.18058
STORAGE UNIT	3	52	0.00731	0.00731
STORAGE UNIT	3	53	0.00731	0.00731
STORAGE UNIT	3	54	0.00731	0.00731
STORAGE UNIT	3	55	0.00731	0.00731
STORAGE UNIT	3	56	0.00731	0.00731
STORAGE UNIT	3	57	0.00731	0.00731
STORAGE UNIT	3	58	0.00731	0.00731
STORAGE UNIT	3	59	0.00731	0.00731
STORAGE UNIT	3	60	0.00731	0.00731
513	4	1	0.29090	0.28781
515	4	2	0.15734	0.15566
517	4	3	0.15734	0.15566
519	4	4	0.15734	0.15566
521	4	5	0.15734	0.15566
523	4	6	0.16356	0.16182
525	4	7	0.17120	0.16938
524	4	8	0.17120	0.16938
522	4	9	0.17120	0.16938
520	4	10	0.17120	0.16938
518	4	11	0.17120	0.16938
516	4	12	0.17120	0.16938
514	4	13	0.20431	0.20214
512	4	14	0.15592	0.15426
511	4	15	0.15422	0.15258
510	4	16	0.22271	0.22034
509	4	17	0.20233	0.20018
508	4	18	0.21874	0.21642
507	4	19	0.21110	0.20886
506	4	20	0.20912	0.20690
505	4	21	0.20459	0.20242
504	4	22	0.18903	0.18702
503	4	23	0.26459	0.26177
502	4	24	0.19101	0.18898
501	4	25	0.28326	0.28025
534	4	26	0.19865	0.19654
535	4	27	0.22101	0.21866
536	4	28	0.15734	0.15566
540	4	29	0.10159	0.10051
541	4	30	0.10074	0.09967
544	4	31	0.19837	0.19626



550	4	32	0.19186	0.18982
551	4	33	0.19186	0.18982
554	4	34	0.19186	0.18982
555	4	35	0.26459	0.26177
557	4	36	0.18903	0.18702
556	4	37	0.20459	0.20242
553	4	38	0.20884	0.20662
552	4	39	0.20884	0.20662
549	4	40	0.20884	0.20662
548	4	41	0.17715	0.17526
547	4	42	0.17516	0.17330
546	4	43	0.17120	0.16938
545	4	44	0.17120	0.16938
543	4	45	0.17120	0.16938
542	4	46	0.17120	0.16938
539	4	47	0.17120	0.16938
538	4	48	0.17064	0.16882
537	4	49	0.20997	0.20774
530	4	50	0.20403	0.20186
529	4	51	0.19299	0.19094
528	4	52	0.13187	0.13047
527	4	53	0.17120	0.16938
526	4	54	0.17120	0.16938
531	4	55	0.15875	0.15706
532	4	56	0.19384	0.19178
533	4	57	0.18252	0.18058
STORAGE UNIT	4	58	0.00731	0.00731
STORAGE UNIT	4	59	0.00731	0.00731
STORAGE UNIT	4	60	0.00731	0.00731
STORAGE UNIT	4	61	0.00731	0.00731
STORAGE UNIT	4	62	0.00731	0.00731
STORAGE UNIT	4	63	0.00731	0.00731
STORAGE UNIT	4	64	0.00731	0.00731
STORAGE UNIT	4	65	0.00731	0.00731
STORAGE UNIT	4	66	0.00731	0.00731
613	5	1	0.29090	0.28781
615	5	2	0.15734	0.15566
617	5	3	0.15734	0.15566
619	5	4	0.15734	0.15566
621	5	5	0.15734	0.15566
623	5	6	0.16356	0.16182
624	5	7	0.13894	0.13747
622	5	8	0.13894	0.13747
620	5	9	0.13894	0.13747
618	5	10	0.20827	0.20606
616	5	11	0.20827	0.20606
614	5	12	0.20714	0.20494
612	5	13	0.15592	0.15426
611	5	14	0.15422	0.15258
610	5	15	0.22299	0.22062
609	5	16	0.20233	0.20018
608	5	17	0.21874	0.21642
607	5	18	0.20941	0.20718
606	5	19	0.20912	0.20690
605	5	20	0.20459	0.20242
604	5	21	0.18903	0.18702
603	5	22	0.26459	0.26177
602	5	23	0.19101	0.18898

601	5	24	0.28326	0.28025
632	5	25	0.19865	0.19654
633	5	26	0.22101	0.21866
634	5	27	0.15734	0.15566
637	5	28	0.10159	0.10051
638	5	29	0.10074	0.09967
641	5	30	0.19837	0.19626
644	5	31	0.19186	0.18982
645	5	32	0.19186	0.18982
648	5	33	0.19186	0.18982
649	5	34	0.26459	0.26177
650	5	35	0.18082	0.17890
647	5	36	0.17035	0.16854
646	5	37	0.17035	0.16854
643	5	38	0.17035	0.16854
642	5	39	0.22554	0.22314
640	5	40	0.20827	0.20606
639	5	41	0.20827	0.20606
636	5	42	0.22525	0.22286
635	5	43	0.20997	0.20774
628	5	44	0.20403	0.20186
627	5	45	0.30335	0.30013
626	5	46	0.13894	0.13747
625	5	47	0.13894	0.13747
629	5	48	0.15875	0.15706
630	5	49	0.19384	0.19178
631	5	50	0.18252	0.18058
STORAGE UNIT	5	51	0.00731	0.00731
STORAGE UNIT	5	52	0.00731	0.00731
STORAGE UNIT	5	53	0.00731	0.00731
STORAGE UNIT	5	54	0.00731	0.00731
STORAGE UNIT	5	55	0.00731	0.00731
STORAGE UNIT	5	56	0.00731	0.00731
STORAGE UNIT	5	57	0.00731	0.00731
STORAGE UNIT	5	58	0.00731	0.00731
STORAGE UNIT	5	59	0.00731	0.00731
713	6	1	0.29090	0.28781
715	6	2	0.13894	0.13747
717	6	3	0.13894	0.13747
719	6	4	0.13894	0.13747
721	6	5	0.13894	0.13747
723	6	6	0.14460	0.14306
724	6	7	0.13894	0.13747
722	6	8	0.13894	0.13747
720	6	9	0.13894	0.13747
718	6	10	0.20827	0.20606
716	6	11	0.20827	0.20606
714	6	12	0.20714	0.20494
712	6	13	0.15592	0.15426
711	6	14	0.15422	0.15258
710	6	15	0.22299	0.22062
709	6	16	0.20233	0.20018
708	6	17	0.21874	0.21642
707	6	18	0.20941	0.20718
706	6	19	0.20912	0.20690
705	6	20	0.20459	0.20242
704	6	21	0.18903	0.18702
703	6	22	0.26459	0.26177

702	6	23	0.19101	0.18898
701	6	24	0.28327	0.28025
732	6	25	0.19865	0.19654
733	6	26	0.22101	0.21866
734	6	27	0.15734	0.15566
737	6	28	0.10159	0.10051
738	6	29	0.10074	0.09967
741	6	30	0.19837	0.19626
744	6	31	0.19186	0.18982
745	6	32	0.19186	0.18982
748	6	33	0.19186	0.18982
749	6	34	0.26459	0.26177
750	6	35	0.18082	0.17890
747	6	36	0.17035	0.16854
746	6	37	0.17035	0.16854
743	6	38	0.17035	0.16854
742	6	39	0.22554	0.22314
740	6	40	0.20827	0.20606
739	6	41	0.20827	0.20606
736	6	42	0.22525	0.22286
735	6	43	0.20997	0.20774
728	6	44	0.20403	0.20186
727	6	45	0.29487	0.29173
726	6	46	0.13894	0.13747
725	6	47	0.13894	0.13747
729	6	48	0.15875	0.15706
730	6	49	0.19384	0.19178
731	6	50	0.18252	0.18058
STORAGE UNIT	6	51	0.00731	0.00731
STORAGE UNIT	6	52	0.00731	0.00731
STORAGE UNIT	6	53	0.00731	0.00731
STORAGE UNIT	6	54	0.00731	0.00731
STORAGE UNIT	6	55	0.00731	0.00731
STORAGE UNIT	6	56	0.00731	0.00731
STORAGE UNIT	6	57	0.00731	0.00731
STORAGE UNIT	6	58	0.00731	0.00731
STORAGE UNIT	6	59	0.00731	0.00731
810	7	1	0.19865	0.19654
809	7	2	0.22101	0.21866
808	7	3	0.15592	0.15426
807	7	4	0.15422	0.15258
806	7	5	0.22299	0.22062
805	7	6	0.20233	0.20018
804	7	7	0.20742	0.20522
803	7	8	0.25327	0.25057
802	7	9	0.29119	0.28809
801	7	10	0.18252	0.18058
820	7	11	0.19865	0.19654
819	7	12	0.22101	0.21866
818	7	13	0.26006	0.25729
817	7	14	0.22072	0.21838
816	7	15	0.20233	0.20018
815	7	16	0.20742	0.20522
814	7	17	0.25100	0.24833
813	7	18	0.15875	0.15706
812	7	19	0.19384	0.19178
811	7	20	0.18252	0.18058

911	8	1	0.19865	0.19654
910	8	2	0.22101	0.21866
909	8	3	0.15592	0.15426
908	8	4	0.15422	0.15258
907	8	5	0.22299	0.22062
906	8	6	0.20233	0.20018
905	8	7	0.20742	0.20522
904	8	8	0.25129	0.24859
903	8	9	0.15875	0.15706
902	8	10	0.19384	0.19178
901	8	11	0.18252	0.18058
922	8	12	0.19865	0.19654
921	8	13	0.22101	0.21866
920	8	14	0.15592	0.15426
919	8	15	0.15422	0.15258
918	8	16	0.22299	0.22062
917	8	17	0.20233	0.20018
916	8	18	0.20742	0.20522
915	8	19	0.25129	0.24859
914	8	20	0.15875	0.15706
913	8	21	0.19384	0.19178
912	8	22	0.18252	0.18058
1010	9	1	0.42758	0.42304
1009	9	2	0.15592	0.15426
1008	9	3	0.15422	0.15258
1007	9	4	0.22299	0.22062
1006	9	5	0.20233	0.20018
1005	9	6	0.20742	0.20522
1004	9	7	0.25129	0.24859
1003	9	8	0.15875	0.15706
1002	9	9	0.19384	0.19178
1001	9	10	0.18252	0.18058
1022	9	11	0.19865	0.19654
1021	9	12	0.22101	0.21866
1020	9	13	0.15592	0.15426
1019	9	14	0.15422	0.15258
1018	9	15	0.22299	0.22062
1017	9	16	0.20233	0.20018
1016	9	17	0.20742	0.20522
1015	9	18	0.25129	0.24859
1014	9	19	0.15875	0.15706
1013	9	20	0.19384	0.19178
1012	9	21	0.18252	0.18058
1111	10	1	0.19865	0.19654
1110	10	2	0.22101	0.21866
1109	10	3	0.15592	0.15426
1108	10	4	0.15422	0.15258
1107	10	5	0.22299	0.22062
1106	10	6	0.20233	0.20018
1105	10	7	0.20742	0.20522
1104	10	8	0.25129	0.24859
1103	10	9	0.15875	0.15706
1102	10	10	0.19384	0.19178
1101	10	11	0.18252	0.18058
1122	10	12	0.19865	0.19654
1121	10	13	0.22101	0.21866
1120	10	14	0.15592	0.15426

1119	10	15	0.15422	0.15258
1118	10	16	0.22299	0.22062
1117	10	17	0.20233	0.20018
1116	10	18	0.20742	0.20522
1115	10	19	0.25129	0.24859
1114	10	20	0.15875	0.15706
1113	10	21	0.19384	0.19178
1112	10	22	0.18252	0.18058
1211	11	1	0.19865	0.19654
1210	11	2	0.22101	0.21866
1209	11	3	0.15592	0.15426
1208	11	4	0.15422	0.15258
1207	11	5	0.22299	0.22062
1206	11	6	0.20233	0.20018
1205	11	7	0.20742	0.20522
1204	11	8	0.25129	0.24859
1203	11	9	0.15875	0.15706
1202	11	10	0.19384	0.19178
1201	11	11	0.18252	0.18058
1222	11	12	0.19865	0.19654
1221	11	13	0.22101	0.21866
1220	11	14	0.15592	0.15426
1219	11	15	0.15422	0.15258
1218	11	16	0.22299	0.22062
1217	11	17	0.20233	0.20018
1216	11	18	0.20742	0.20522
1215	11	19	0.25129	0.24859
1214	11	20	0.15875	0.15706
1213	11	21	0.19384	0.19178
1212	11	22	0.18252	0.18058
1511	12	1	0.19865	0.19654
1510	12	2	0.22101	0.21866
1509	12	3	0.15592	0.15426
1508	12	4	0.15422	0.15258
1507	12	5	0.22299	0.22062
1506	12	6	0.20233	0.20018
1505	12	7	0.20742	0.20522
1504	12	8	0.25129	0.24859
1503	12	9	0.15875	0.15706
1502	12	10	0.19384	0.19178
1501	12	11	0.18252	0.18058
1522	12	12	0.19865	0.19654
1521	12	13	0.22101	0.21866
1520	12	14	0.15592	0.15426
1519	12	15	0.15422	0.15258
1518	12	16	0.22299	0.22062
1517	12	17	0.20233	0.20018
1516	12	18	0.20742	0.20522
1515	12	19	0.25129	0.24859
1514	12	20	0.15875	0.15706
1513	12	21	0.19384	0.19178
1512	12	22	0.18252	0.18058
1611	13	1	0.19865	0.19654
1610	13	2	0.22101	0.21866
1609	13	3	0.15592	0.15426
1608	13	4	0.15422	0.15258

1607	13	5	0.22299	0.22062
1606	13	6	0.20233	0.20018
1605	13	7	0.20742	0.20522
1604	13	8	0.25129	0.24859
1603	13	9	0.15875	0.15706
1602	13	10	0.19384	0.19178
1601	13	11	0.18252	0.18058
1622	13	12	0.19865	0.19654
1621	13	13	0.22101	0.21866
1620	13	14	0.15592	0.15426
1619	13	15	0.15422	0.15258
1618	13	16	0.22299	0.22062
1617	13	17	0.20233	0.20018
1616	13	18	0.20742	0.20522
1615	13	19	0.25129	0.24859
1614	13	20	0.15875	0.15706
1613	13	21	0.19384	0.19178
1612	13	22	0.18252	0.18058
LPH 11	14	1	0.19865	0.19654
LPH 10	14	2	0.22101	0.21866
LPH 09	14	3	0.15592	0.15426
LPH 08	14	4	0.15422	0.15258
LPH 07	14	5	0.22299	0.22062
LPH 06	14	6	0.20233	0.20018
LPH 05	14	7	0.20742	0.20522
LPH 04	14	8	0.25129	0.24859
LPH 03	14	9	0.15875	0.15706
LPH 02	14	10	0.19384	0.19178
LPH 01	14	11	0.18252	0.18058
LPH 22	14	12	0.19865	0.19654
LPH 21	14	13	0.22101	0.21866
LPH 20	14	14	0.15592	0.15426
LPH 19	14	15	0.15422	0.15258
LPH 18	14	16	0.22299	0.22062
LPH 17	14	17	0.20233	0.20018
LPH 16	14	18	0.20742	0.20522
LPH 15	14	19	0.25129	0.24859
LPH 14	14	20	0.15875	0.15706
LPH 13	14	21	0.19384	0.19178
LPH 12	14	22	0.18252	0.18058
PH 11	15	1	0.19865	0.19654
PH 10	15	2	0.22101	0.21866
PH 09	15	3	0.15592	0.15426
PH 08	15	4	0.15422	0.15258
PH 07	15	5	0.22299	0.22062
PH 06	15	6	0.20233	0.20018
PH 05	15	7	0.20742	0.20522
PH 04	15	8	0.25129	0.24859
PH 03	15	9	0.15875	0.15706
PH 02	15	10	0.19384	0.19178
PH 01	15	11	0.18252	0.18058
PH 22	15	12	0.19865	0.19654
PH 21	15	13	0.22101	0.21866
PH 20	15	14	0.15592	0.15426
PH 18	15	15	0.37694	0.37293
PH 17	15	16	0.20233	0.20018
PH 16	15	17	0.20742	0.20522

PH 15	15	18	0.25129	0.24859
PH 14	15	19	0.15875	0.15706
PH 13	15	20	0.19384	0.19178
PH 12	15	21	0.18252	0.18058
		<b>TOTAL</b>	<b>100.00000</b>	<b>100.00000</b>

## SCHEDULE "E"

### COMMON EXPENSES

Common Expenses shall include the following:

- (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 Shared Facilities Agreement, 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 (if same are not separately metered for such Units) or Common Elements including, without limiting the generality of the foregoing, monies payable on account of:
  - (i) electricity;
  - (ii) gas;
  - (iii) water;
  - (iv) waste disposal;
  - (v) maintenance materials, tools and supplies;
  - (vi) off-site snow removal;
  - (vii) amenities;
  - (viii) landscaping;
  - (ix) security; and
  - (x) window cleaning.

save and provided that the cost of the Corporation's share of the operation, maintenance, repair, replacement and inspection of the Shared Facilities is set forth and described in the Shared Facilities Agreement, and the Corporation shall be responsible for paying its proportionate share thereof, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Shared Facilities Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall, subsequent to the registration of the Declaration, enter into the Shared Facilities Agreement with a view of covenanting to be responsible for its share of such costs.
- (d) All charges in respect of television, telephone and internet service relating to the Units, shall be borne by the Owners directly and shall not form part of the common expenses.
- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements, subject to any provisions of the Shared Facilities Agreement.
- (f) All sums of money paid by the Corporation on account of lease payments relating to any building automation systems installed in the Condominium for the operation of the Condominium.
- (g) 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, including the costs and expenses of performing the reserve fund studies pursuant to section 94 of the Act and the performance audit as required pursuant to section 44 of the Act.
- (h) 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.
- (i) 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.

- (j) 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.
- (k) 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.
- (l) The fees and disbursements of any insurance trustee.
- (m) 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, residents or invitees.

SCHEDULE 'F'**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

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

- a) The owner(s) of Residential Units 1, 2, 3 and 4 on Level 1, Residential Units 1, 2, 3, 4, 15, 16, 17, 18, 19, 26, 27 and 29 on Level 2, Residential Units 5, 6, 26, 49 and 50 on Level 3, Residential Units 7 and 50 to 54 inclusive on Level 4, Residential Units 7 to 12 inclusive, 35 to 42 inclusive, and 45, 46 and 47 on Level 5, Residential Units 1 to 6 inclusive on Level 6, Residential Units 1, 2, 7, 8, 9, 10, 13, 14 and 17 on Level 7 shall each have exclusive use of that portion of the Common Elements to which their Unit provides sole and direct access that is designated as **Terrace** and is illustrated on Part 1, Sheets 1, 2 and 3 of the Description.

Part of the exclusive use portions of the Common Elements (terraces) for Residential Unit 7 on Level 4 and Residential Units 11 and 12 on Level 5, are subject to a temporary easement in favour of The Regional Municipality of York as set out in Instrument No. YR2257885.

- b) The owner(s) of Superintendent Unit 28 on Level 2 shall have exclusive use of that portion of the Common Elements to which their Unit provides sole and direct access that is designated as **Terrace** and is illustrated on Part 1, Sheet 2 of the Description.

- c) The owner(s) of Residential Units 5 to 14 inclusive, 20, 21, 22, 25 and 30 to 46 inclusive on Level 2, Residential Units 1, 2, 3, 4, 7 to 48 inclusive, 50 and 51 on Level 3, Residential Units 1 to 6 inclusive, 8 to 49 inclusive, and 55, 56 and 57 on Level 4, Residential Units 1 to 6 inclusive, 13 to 34 inclusive, 42, 43, 44, 45, 48, 49 and 50 on Level 5, Residential Units 7 to 50 inclusive on Level 6, Residential Units 2 to 6 inclusive, 11, 12 and 14 to 20 inclusive on Level 7, Residential Units 1 to 22 inclusive on Levels 8 and 10 to 14 inclusive, and Residential Units 1 to 21 inclusive on Levels 9 and 15 shall each have exclusive use of that portion of the Common Elements to which their Unit provides sole and direct access that is designated as **Balcony** and is illustrated on Part 1, Sheets 2, 3 and 4 of the Description.

Part of the exclusive use portions of the Common Elements (balconies) for Residential Units 5 to 13 inclusive on Level 2, Residential Units 7 to 15 inclusive on Level 3, Residential Units 8 to 16 inclusive on Level 4, Residential Units 13, 14 and 15 on Level 5, Residential Units 11 to 15 inclusive on Level 6, Residential Units 2, 3, 4 and 5 on Levels 7, 8, 10 to 15 inclusive, and Residential Units 1, 2, 3 and 4 on Level 9 are subject to a temporary easement in favour of The Regional Municipality of York as set out in Instrument No. YR2257885.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER  
(under clause 8 (1) (e) or (h) of the Condominium Act, 1998)

I certify that:

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

OR

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

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

(Check whichever boxes are applicable)

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

OR

There are no underground garages.

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

OR

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

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

OR

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

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

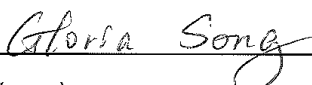
OR

There are no indoor and outdoor swimming pools.

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

Dated this 7th day of Jan., 2016

  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(print name)  
(Strike out whichever is not applicable):  
Architect  
Professional Engineer



SCHEDULE "G"

QUADRANGLE ARCHITECTS LIMITED

901 King Street West, Suite 701  
Toronto, ON M5V 3H5

CERTIFICATE OF ARCHITECT

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

I certify that: Xpression Condos on Yonge, 9471 Yonge Street, Richmond Hill, Ontario

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

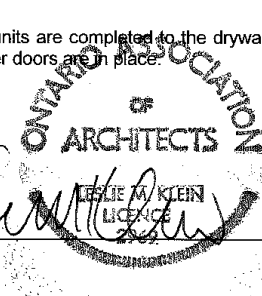
OR

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

OR

- ~~There are no indoor or 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 6th day of January, 2016.


  
 LESLIE M. KLEIN
   
 ARCHITECT
   
 LICENCE

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Leslie M. Klein  
(print name)  
Architect  
QUADRANGLE ARCHITECTS LIMITED

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

**BUDGET FOR THE FISCAL YEAR ENDED  
FEBRUARY 28, 2022**

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

**BUDGET FOR THE FISCAL YEAR ENDED**

**FEBRUARY 28, 2022**

	2021	2022
	BUDGET	BUDGET
<b><u>REVENUE</u></b>		
Common Element Assessment	2,972,980	3,076,088
Operating Interest	8,400	1,000
Sundry Revenue	17,000	10,000
Guest Suite Income	17,000	10,000
<b>TOTAL REVENUE</b>	<b>3,015,380</b>	<b>3,097,088</b>
<b><u>ADMINISTRATIVE EXPENSES</u></b>		
Management Fees	140,500	140,842
Legal Fees	20,000	15,000
Audit Fees	5,820	5,880
Regulatory Fees	7,000	7,000
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>173,320</b>	<b>168,722</b>
<b><u>OTHER EXPENSES</u></b>		
Office Expenses	26,500	17,000
Telephones	15,000	12,000
Common Element Expense	5,500	6,193
Mortgage Super Suite	29,026	29,026
Mortgage Guest Suite	27,127	27,127
<b>TOTAL OTHER EXPENSES</b>	<b>103,153</b>	<b>91,346</b>
<b><u>UTILITIES EXPENSES</u></b>		
Hydro	460,000	465,000
Less: Electricity Recovery	(170,000)	(180,000)
Less: BTU Recovery	(150,000)	(126,000)
Gas	200,000	172,000
Water	260,000	260,000
Less: Water Recovery	(153,000)	(174,000)
<b>TOTAL UTILITIES EXPENSES</b>	<b>447,000</b>	<b>417,000</b>
<b><u>CONTRACTS</u></b>		
Insuite Fan Coil / Heat Pump Mtce	24,000	16,000
H.V.A.C. Maintenance	30,443	42,079
Elevators	58,635	58,000
Superintendent	63,347	64,509
Concierge	456,484	464,852
Building Equipment Maintenance	16,000	16,000
Cleaners	351,567	358,011
Mat Rentals	7,500	10,000

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

**BUDGET FOR THE FISCAL YEAR ENDED  
FEBRUARY 28, 2022**

	2021 BUDGET	2022 BUDGET
Pool/Fountain Maintenance	18,874	19,220
Guest Suite Expenses	1,200	1,200
Insurance Premium	105,690	175,000
Garage Door Maintenance	2,500	10,000
Garage Cleaning	16,000	10,000
Window Cleaning	25,000	25,000
Pest Control	1,650	2,000
<b>TOTAL CONTRACTS</b>	<b>1,178,891</b>	<b>1,271,870</b>
<b><u>REPAIRS &amp; MAINTENANCE</u></b>		
Elevator Repairs & Maintenance	10,500	6,000
Electrical	7,000	7,000
Plumbing	29,000	29,000
Maintenance Supplies	16,500	20,000
General Repairs And Maintenance	98,000	28,000
Carpet Cleaning	10,000	5,000
Pool/Fountain Maintenance	8,000	10,000
H.V.A.C.	-	29,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>179,000</b>	<b>134,000</b>
<b><u>SHARED COSTS</u></b>		
Shared Facility	302,726	319,234
<b>TOTAL SHARED COSTS</b>	<b>302,726</b>	<b>319,234</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,384,091</b>	<b>2,402,173</b>
Reserve Fund Provision	681,289	694,915
<b>TOTAL RESERVE FUND PROVISION</b>	<b>681,289</b>	<b>694,915</b>
<b>TOTAL EXPENSES</b>	<b>3,065,380</b>	<b>3,097,088</b>
<b>UTILIZATION OF PRIOR YEAR SURPLUS / DEFICIT RECOVERY</b>	<b>(50,000)</b>	<b>-</b>
<b>NET EXPENSES</b>	<b>3,015,380</b>	<b>3,097,088</b>
<b>SURPLUS / ( DEFICIT )</b>	<b>-</b>	<b>-</b>

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## BUDGET FOR THE FISCAL YEAR ENDED

FEBRUARY 28, 2022

### COMMENTARY ON BUDGETED EXPENSES

#### ADMINISTRATIVE EXPENSES

Management Fees	140,842	The cost for property management services to administer the affairs of the condominium corporation, as contracted for the year.
Legal Fees	15,000	Estimated provision to be used by the corporation for legal advice, as may be required.
Audit Fees	5,880	Provision for year-end financial audit.
Regulatory Fees	7,000	CAO Assessment; PIC & Other Certificate; Licensing charges.
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 168,722</b>	

#### OTHER EXPENSES

Office Expenses	17,000	AGM Cost, Budget Cost, CCI Membership, Bank Charges, Photo copier, Minute taker, Misc. office supply.
Telephones	12,000	The cost of the phone lines for the elevators, office, concierge desk and life and safety systems monitoring.
Common Element Expense	6,193	Common element fees for Superintendent unit.
Mortgage Super Suite	29,026	Provision for the mortgage of Superintendent's Unit.
Mortgage Guest Suite	27,127	Provision for the mortgage of Guest Suite.
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 91,346</b>	

#### UTILITIES EXPENSES

Hydro	465,000	Estimated hydro cost is based on historical hydro usage, with provisions for a rate increase.
Less: Electricity Recovery	(180,000)	Provision for Electricity Recovery.
Less: BTU Recovery	(126,000)	Provision for BTU Recovery.
Gas	172,000	Estimated gas cost is based on historical gas consumption, with provisions for a rate increase.
Water	260,000	Estimated water cost is based on historical water consumption, with provisions for a rate increase.
Less: Water Recovery	(174,000)	Provision for Water Recovery.
<b>TOTAL UTILITIES EXPENSES</b>	<b>\$ 417,000</b>	

#### CONTRACTS

Insuite Fan Coil / Heat Pump Mtce	16,000	In-Suite inspection and filter change, twice per year.
H.V.A.C. Maintenance	42,079	The contracted cost for preventative maintenance of the mechanical systems.
Elevators	58,000	The contracted cost to maintain the six (6) elevators in accordance with the laws, licensing and required inspections.
Superintendent	64,509	Cost of superintendent contract.
Concierge	464,852	Contracted cost of 24/7 concierge service.
Building Equipment Maintenance	16,000	Misc. building equipment maintenance.
Cleaners	358,011	Cost of annual cleaning contract.
Mat Rentals	10,000	Mat Rental charges.
Pool/Fountain Maintenance	19,220	Cost of pool & spa preventative maintenance contract.



# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## BUDGET FOR THE FISCAL YEAR ENDED

FEBRUARY 28, 2022

### COMMENTARY ON BUDGETED EXPENSES

Guest Suite Expenses	1,200	Drycleaning and sundry items.
Insurance Premium	175,000	The amount covers all insurance costs, including coverage for fire (all-risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.
Garage Door Maintenance	10,000	Garage door preventative maintenance contract.
Garage Cleaning	10,000	Garage power washing, and annual drain cleaning.
Window Cleaning	25,000	Provision for cleaning the inaccessible windows during the year.
Pest Control	2,000	The Pest control cost to treat the common areas, once per month.

<b>TOTAL CONTRACTS</b>	<b>\$ 1,271,870</b>
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#### REPAIRS & MAINTENANCE

Elevator Repairs & Maintenance	6,000	Elevator Repair & Licensing not included in Elevator Contract.
Electrical	7,000	Electrical Repair charges.
Plumbing	29,000	Plumbing Repair Charges.
Maintenance Supplies	20,000	This is the estimated cost for supplies, such as light bulbs and cleaning supplies for the common areas.
General Repairs And Maintenance	28,000	Misc. General Repair.
Carpet Cleaning	5,000	Common Element Carpet Cleaning charges once a year.
Pool/Fountain Maintenance	10,000	Pool/Fountain repair charges not included in Contract.
H.V.A.C.	29,000	DHWT insp - \$10K; Misc HVAC repair.

<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>\$ 134,000</b>
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#### SHARED COSTS

Shared Facility	319,234	Shared cost as Xpression Shared Facilities Budget.
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<b>TOTAL SHARED COSTS</b>	<b>\$ 319,234</b>
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#### Reserve Fund Provision

Reserve Fund Provision	694,915	Provision as required by the Condominium Act of Ontario. This amount was determined by the most recent Reserve Fund Study completed.
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<b>TOTAL Reserve Fund Provision</b>	<b>\$ 694,915</b>
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 3,097,088</b>
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**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1308**

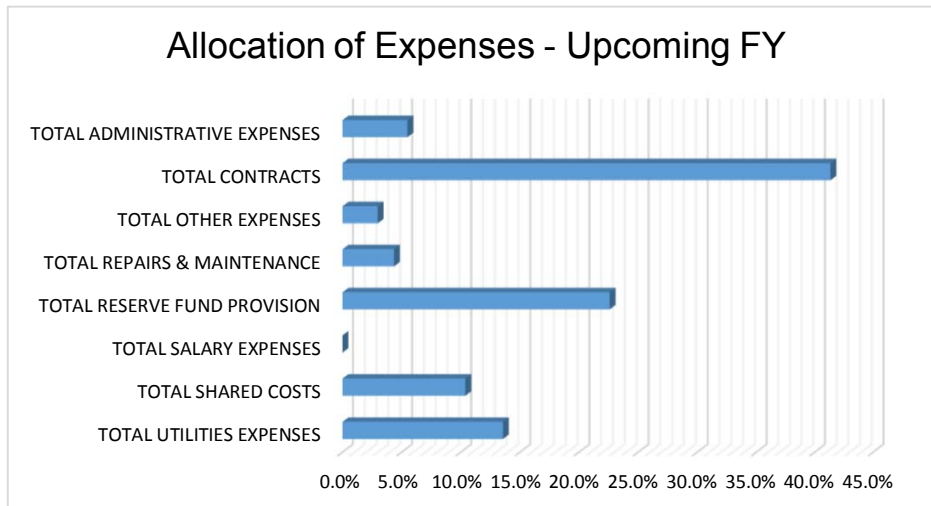
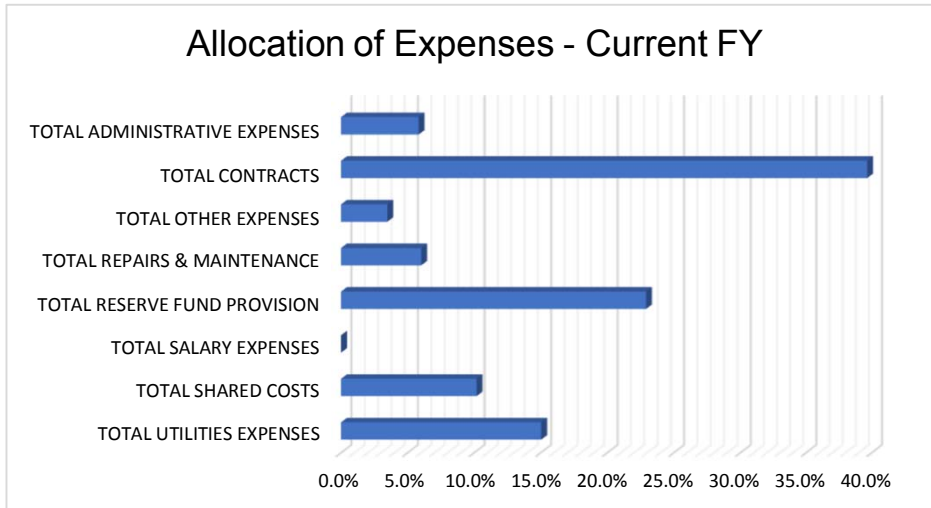
**BUDGET FOR THE FISCAL YEAR ENDED**

**FEBRUARY 28, 2022**

**ANALYSIS OF COMMON ELEMENT FEES**

	2021	2022
Common Element Assessment	2,972,980	3,076,088
<b>TOTAL REVENUE</b>	<b>3,015,380</b>	<b>3,097,088</b>

EXPENSE CATEGORY	2021	2022	% of CE Fees	
			2021	2022
TOTAL UTILITIES EXPENSES	447,000	417,000	15.0%	<b>13.6%</b>
TOTAL SHARED COSTS	302,726	319,234	10.2%	<b>10.4%</b>
TOTAL SALARY EXPENSES	-	-	0.0%	<b>0.0%</b>
TOTAL RESERVE FUND PROVISION	681,289	694,915	22.9%	<b>22.6%</b>
TOTAL REPAIRS & MAINTENANCE	179,000	134,000	6.0%	<b>4.4%</b>
TOTAL OTHER EXPENSES	103,153	91,346	3.5%	<b>3.0%</b>
TOTAL CONTRACTS	1,178,891	1,271,870	39.7%	<b>41.3%</b>
TOTAL ADMINISTRATIVE EXPENSES	173,320	168,722	5.8%	<b>5.5%</b>
<b>TOTAL EXPENSES</b>	<b>3,065,380</b>	<b>3,097,088</b>		



**XPRESSION SHARED FACILITIES**

**BUDGET FOR THE FISCAL YEAR ENDED**

**FEBRUARY 28, 2022**

**XPRESSION SHARED FACILITIES**  
**BUDGET FOR THE FISCAL YEAR ENDED**  
**FEBRUARY 28, 2022**

	2021 BUDGET	2022 BUDGET
<b><u>REVENUE</u></b>		
Common Element Assessment	324,578	342,771
Operating Interest	408	100
<b>TOTAL REVENUE</b>	<b>324,986</b>	<b>342,871</b>
<b><u>ADMINISTRATIVE EXPENSES</u></b>		
Management Fees	73,056	73,233
Legal Fees	500	500
Audit Fees	2,910	3,050
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>76,466</b>	<b>76,783</b>
<b><u>OTHER EXPENSES</u></b>		
Office Expenses	500	600
<b>TOTAL OTHER EXPENSES</b>	<b>500</b>	<b>600</b>
<b><u>UTILITIES EXPENSES</u></b>		
Hydro	16,000	17,000
Water	-	3,500
<b>TOTAL UTILITIES EXPENSES</b>	<b>16,000</b>	<b>20,500</b>
<b><u>CONTRACTS</u></b>		
Year Round Grounds Care	46,000	49,501
Life Safety Systems	17,200	21,000
Building Equipment Maintenance	1,500	1,500
Generator	6,400	8,000
Pest Control	-	1,300
<b>TOTAL CONTRACTS</b>	<b>71,100</b>	<b>81,301</b>
<b><u>REPAIRS &amp; MAINTENANCE</u></b>		
Maintenance Supplies	1,200	1,200
General Repairs And Maintenance	25,000	25,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>26,200</b>	<b>26,200</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>190,266</b>	<b>205,385</b>
Reserve Fund Provision	134,720	137,486
<b>TOTAL RESERVE FUND PROVISION</b>	<b>134,720</b>	<b>137,486</b>
<b>TOTAL EXPENSES</b>	<b>324,986</b>	<b>342,871</b>
<b>NET EXPENSES</b>	<b>324,986</b>	<b>342,871</b>
<b>SURPLUS / ( DEFICIT )</b>	<b>-</b>	<b>-</b>

**XPRESSION SHARED FACILITIES  
BUDGET FOR THE FISCAL YEAR ENDED  
FEBRUARY 28, 2022**

**COMMENTARY ON BUDGETED EXPENSES**

**ADMINISTRATIVE EXPENSES**

Management Fees	73,233	For Management Contract.
Legal Fees	500	Provision if necessary.
Audit Fees	3,050	For year-end Audit.

<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 76,783</b>
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**OTHER EXPENSES**

Office Expenses	600	Bank charges and misc. office expense.
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<b>TOTAL OTHER EXPENSES</b>	<b>\$ 600</b>
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**UTILITIES EXPENSES**

Hydro	17,000	Estimated hydro expense for Shared Facilities.
Water	3,500	Estimated water expense for Shared Facilities.

<b>TOTAL UTILITIES EXPENSES</b>	<b>\$ 20,500</b>
---------------------------------	------------------

**CONTRACTS**

Year Round Grounds Care	49,501	Landscaping and snow clearing contract.
Life Safety Systems	21,000	Monthly and annual life safety inspection contract.
Building Equipment Maintenance	1,500	Misc. equipment MTCE expenses.
Generator	8,000	Monthly and annual generator inspection contract.
Pest Control	1,300	Pest control service.

<b>TOTAL CONTRACTS</b>	<b>\$ 81,301</b>
------------------------	------------------

**REPAIRS & MAINTENANCE**

Maintenance Supplies	1,200	Misc. MTCE supply.
General Repairs And Maintenance	25,000	For landscaping repairs, Trench Drain MTCE and misc. repairs.

<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>\$ 26,200</b>
--	------------------

**Reserve Fund Provision**

Reserve Fund Provision	137,486	Reserve Fund Contribution as per RF study in 2021.
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<b>TOTAL Reserve Fund Provision</b>	<b>\$ 137,486</b>
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<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 342,871</b>
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**XPRESSION SHARED FACILITIES**

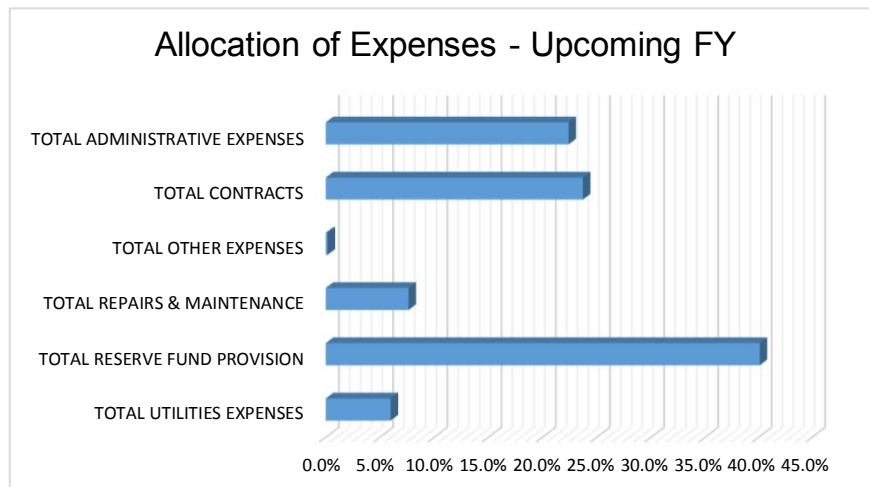
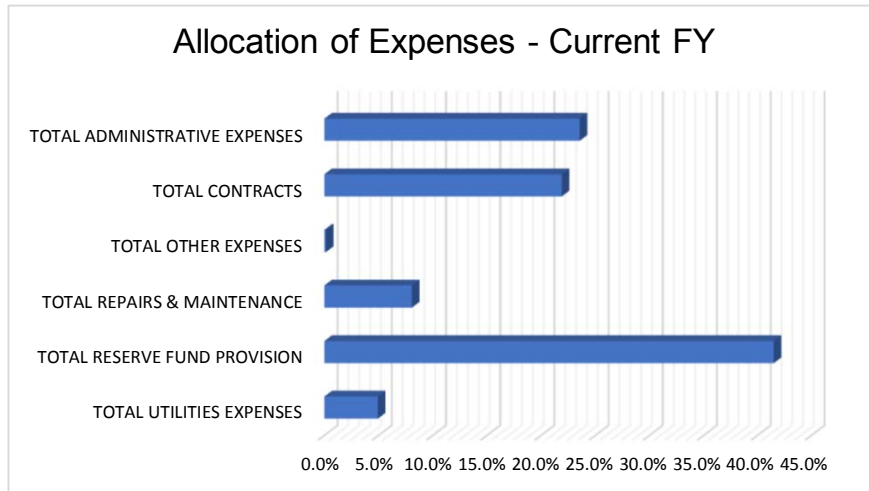
**BUDGET FOR THE FISCAL YEAR ENDED**

**FEBRUARY 28, 2022**

**ANALYSIS OF COMMON ELEMENT FEES**

	2021	2022
Common Element Assessment	324,578	342,771
<b>TOTAL REVENUE</b>	<b>324,986</b>	<b>342,871</b>

EXPENSE CATEGORY	2021	2022	% of CE Fees	
			2021	2022
TOTAL UTILITIES EXPENSES	16,000	20,500	4.9%	6.0%
TOTAL RESERVE FUND PROVISION	134,720	137,486	41.5%	40.1%
TOTAL REPAIRS & MAINTENANCE	26,200	26,200	8.1%	7.6%
TOTAL OTHER EXPENSES	500	600	0.2%	0.2%
TOTAL CONTRACTS	71,100	81,301	21.9%	23.7%
TOTAL ADMINISTRATIVE EXPENSES	76,466	76,783	23.6%	22.4%
<b>TOTAL EXPENSES</b>	<b>324,986</b>	<b>342,871</b>		



**YORK REGION STANDARD  
CONDOMINIUM CORPORATION NO. 1308**

**FINANCIAL STATEMENTS  
WITH INDEPENDENT AUDITOR'S REPORT  
FEBRUARY 29, 2020**

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

February 29, 2020

## Contents

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## INDEPENDENT AUDITOR'S REPORT

To the Unit Owners of  
**York Region Standard Condominium Corporation No. 1308**

### Opinion

We have audited the financial statements of York Region Standard Condominium Corporation No. 1308 (the "Corporation"), which comprise the statement of financial position as at February 29, 2020 and the statements of operations and changes in fund balances of the general fund, reserve fund, capital asset fund, and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of York Region Standard Condominium Corporation No. 1308 as at February 29, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian Accounting Standards for Not-For-Profit Organizations.

### Basis for Opinion

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

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-For-Profit Organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

(continued)

## INDEPENDENT AUDITOR'S REPORT (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Rapkin Wein LLP*

Chartered Professional Accountants, Licensed Public Accountants  
Toronto, Ontario  
June 23, 2020


# York Region Standard Condominium Corporation No. 1308

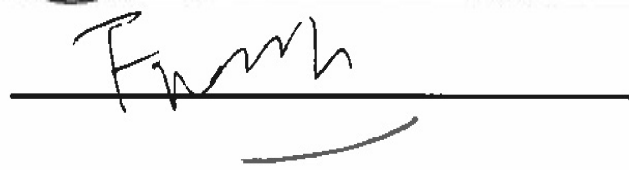
## Statement of Financial Position

As at February 29, 2020

	Note	General	Reserve	2020	2019
<b>ASSETS</b>					
<b>Current</b>					
Cash		\$ 303,214	\$ 2,465,160	<b>\$ 2,768,374</b>	\$ 2,322,586
Common element fees receivable		14,577	-	<b>14,577</b>	3,326
Utilities recovery receivable		104,676	-	<b>104,676</b>	110,346
Sundry receivables		-	3,903	<b>3,903</b>	2,834
Interfund balance		4,503	(4,503)	-	-
Due from related entities	[4]	-	-	-	649
Prepaid expenses		7,941	-	<b>7,941</b>	11,304
		<b>434,911</b>	<b>2,464,560</b>	<b>2,899,471</b>	<b>2,451,045</b>
<b>Capital assets</b>	[3]	774,464	-	<b>774,464</b>	774,464
<b>TOTAL ASSETS</b>		<b>1,209,375</b>	<b>2,464,560</b>	<b>3,673,935</b>	<b>3,225,509</b>
<b>LIABILITIES</b>					
<b>Current</b>					
Accounts payable and accrued liabilities		189,275	-	<b>189,275</b>	153,729
Due to related entities	[4]	16,370	-	<b>16,370</b>	-
Long-term debt, current portion	[6]	18,057	-	<b>18,057</b>	17,102
		<b>223,702</b>	-	<b>223,702</b>	<b>170,831</b>
<b>Long-term debt</b>	[6]	689,408	-	<b>689,408</b>	707,465
<b>TOTAL LIABILITIES</b>		<b>913,110</b>	-	<b>913,110</b>	<b>878,296</b>
<b>NET ASSETS</b>		<b>\$ 296,265</b>	<b>\$ 2,464,560</b>	<b>\$ 2,760,825</b>	<b>\$ 2,347,213</b>
<i>Increase (decrease) in Net Assets, in thousands</i>		(174)	588	414	
<b>Net Assets represented by fund:</b>					
General		\$ 229,266	\$ -	<b>\$ 229,266</b>	\$ 420,615
Capital asset	[2.a]	66,999	-	<b>66,999</b>	49,897
Reserve	[2.a] [5]	-	2,464,560	<b>2,464,560</b>	1,876,701
		<b>\$ 296,265</b>	<b>\$ 2,464,560</b>	<b>\$ 2,760,825</b>	<b>\$ 2,347,213</b>

**Approved on Behalf of the Board:**

 \_\_\_\_\_ Director

 \_\_\_\_\_ Director

*The accompanying notes are an integral part of these financial statements.*

**York Region Standard Condominium Corporation No. 1308**  
**Statement of General Operations and Changes in Fund Balance**  
**For the year ended February 29, 2020**

	<b>Budget 2020 [Note: 8]</b>	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>			
Common element fees	\$ 2,687,050	\$ <b>2,687,044</b>	\$ 2,602,811
Allocation to reserve fund	(667,881)	(667,881)	(523,289)
Allocation to capital asset fund	(56,153)	(56,153)	(56,153)
Interest	7,000	9,280	7,203
Guest suite rental	17,000	15,068	18,400
Sundry	17,000	15,207	24,783
	2,004,016	2,002,565	2,073,755
<b>EXPENDITURES, Pages 14 to 15</b>			
Utilities	342,530	314,960	165,693
Contract services	1,131,845	1,127,205	1,086,454
General and administrative	173,247	196,155	174,759
Repairs and maintenance	118,900	251,991	187,695
Shared facility	235,494	251,864	205,396
Other expenses	42,000	51,739	44,861
	2,044,016	2,193,914	1,864,858
<b>Excess (Deficiency) of Revenue over Expenditures</b>	(40,000)	(191,349)	208,897
<b>Balance, Beginning of the Year</b>		420,615	390,318
Transfer to reserve fund		-	(178,600)
<b>Balance, End of the Year</b>		\$ 229,266	\$ 420,615

*The accompanying notes are an integral part of these financial statements.*

**York Region Standard Condominium Corporation No. 1308**  
**Statement of Reserve Operations and Changes in Fund Balance**  
**For the year ended February 29, 2020**

	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>		
Allocation from common element fees	\$ 667,881	\$ 523,289
Interest	43,009	28,144
Rebate from Enbridge, make-up air unit	-	26,656
	<b>710,890</b>	<b>578,089</b>
<b>EXPENDITURES</b>		
LED lighting retrofit	102,026	42,960
Make-up air systems	17,755	94,694
Water system, boilers	3,250	-
Doors and windows	-	40,946
	<b>123,031</b>	<b>178,600</b>
<b>Excess of Revenue over Expenditures</b>	<b>587,859</b>	<b>399,489</b>
<b>Balance, Beginning of the Year</b>	<b>1,876,701</b>	<b>1,298,612</b>
Transfer from general fund	-	178,600
<b>Balance, End of the Year</b>	<b>\$ 2,464,560</b>	<b>\$ 1,876,701</b>

*The accompanying notes are an integral part of these financial statements.*

**York Region Standard Condominium Corporation No. 1308**  
**Statement of Capital Asset Operations and Changes in Fund Balance**  
**For the year ended February 29, 2020**

	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>		
Allocation from common element fees	\$ 56,153	\$ 56,153
<b>EXPENDITURES</b>		
Interest	39,051	39,956
<b>Excess of Revenue over Expenditures</b>	<b>17,102</b>	<b>16,197</b>
<b>Balance, Beginning of the Year</b>	<b>49,897</b>	<b>33,700</b>
<b>Balance, End of the Year</b>	<b>\$ 66,999</b>	<b>\$ 49,897</b>

*The accompanying notes are an integral part of these financial statements.*

# York Region Standard Condominium Corporation No. 1308

## Statement of Cash Flows

For the year ended February 29, 2020

	2020	2019
<b>Cash provided by (used in) operating activities</b>		
Cash received for all general operations	\$ 2,053,136	\$ 2,095,558
Cash received for all reserve operations	709,820	576,778
Cash paid for all general operations	(2,177,036)	(1,913,780)
Cash paid for all reserve operations	(123,031)	(178,600)
	<b>462,889</b>	<b>579,956</b>
<b>Cash provided by (used in) financing activities</b>		
Long-term debt	(17,101)	(16,197)
<b>Net Increase in Cash</b>	<b>445,788</b>	<b>563,759</b>
<b>Cash, Beginning of the Year</b>	<b>2,322,586</b>	<b>1,758,827</b>
<b>Cash, End of the Year</b>	<b>\$ 2,768,374</b>	<b>\$ 2,322,586</b>
<b>Cash consists of:</b>		
<b>Cash, General fund</b>	<b>\$ 303,214</b>	<b>\$ 475,375</b>
<b>Cash, Reserve fund</b>	<b>2,465,160</b>	<b>1,847,211</b>
	<b>\$ 2,768,374</b>	<b>\$ 2,322,586</b>

The accompanying notes are an integral part of these financial statements.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

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### 1. Operations

York Region Standard Condominium Corporation No. 1308 (the "Corporation" or the "Entity") was registered in Ontario without share capital on March 23, 2016 under The Condominium Act, 1998.

The purpose of the Corporation is to manage and maintain the common elements (as defined in the Corporation's declaration and by-laws) and to provide common services for the benefit of the owners of the 450 units of the complex. For Canadian income tax purposes the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

### 2. Significant Accounting Policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and are in accordance with Canadian generally accepted accounting principles, which are applicable to Ontario Condominium Corporations and Shared Facilities. The significant policies are:

#### a) Fund Accounting

The general fund reports common element fees from owners, budgeted allocations of those fees to other funds and expenses related to the operations and administration of the common elements.

The capital asset fund is a general operating fund which reports that portion of the common element fees allocated to it to acquire capital assets and the annual amortization, if any, of the acquired capital assets. In the event that capital assets have been financed by debt, the capital asset fund also reports that portion of the common element fees allocated to it to make mortgage payments, which include both principal and interest components.

The reserve fund is an externally restricted fund which reports the common element fees allocated to it and expenditures for major repair and replacement of the Entity's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 5. All major repairs and replacements of the common elements must be charged directly to the reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements must be charged to repairs and maintenance of the general fund. The Entity segregates amounts accumulated for the purpose of financing future charges to the reserve fund in bank and investment accounts for use only to finance such charges. Interest earned on these amounts is included in the reserve fund.

#### b) Common Elements

The real property directly associated with the units of the Entity (the "common elements") are owned proportionately by the unit owners, and consequently are not reflected as assets in these financial statements.



# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

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### c) Capital Assets

Units and real property not directly associated with the units are recognized as capital assets if they are purchased or received by the Entity as owner, and either:

- i) they can be sold, with the appropriate approvals, for consideration to be retained by the Entity, or;
- ii) the units or property generate significant cash flows to the Entity from their use.

Units received by the Entity at nominal cost are recognized at a nominal value. Common personal property is recognized as a capital asset when such property is purchased for the first time, and is used in the operating, maintaining or repair of the common elements. Common personal property includes maintenance equipment and work vehicles.

### d) Amortization

The amortization rate adopted by the Entity for the guest suites and the superintendent suite is 4% per annum applied on the declining balance basis having regard to the net realizable value of the guest suites and the superintendent suite.

Based on current resale values, there has been no decline in the net realizable value of the guest suites and the superintendent suite and therefore no amortization has been provided for in these financial statements.

### e) Transfers

Transfers from the general fund to the reserve fund that are not included in the annual budget, or which are in excess of budgeted amounts, are not recorded in the operating section of the general fund, rather they are included in the related fund statement as additions or deductions, as applicable.

### f) Financial Instruments

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

### g) Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include those used when accounting for accounts payable and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

### h) Shared Facility

The purpose of the Xpression Shared Facilities (the "Shared Facility") is to manage and maintain, on behalf of the member corporations, certain shared common elements (as defined in the reciprocal or shared use agreement) and to provide certain shared common services for the benefit of the owners of the member corporations.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

### i) Revenue Recognition

Common element fees are recognized as revenue on a monthly basis in the statement of general operations based on the budget distributed to owners each year.

Special assessments are recognized as revenue in the appropriate fund when a formal resolution declaring the assessment has been passed by the Board of Directors, and when the special assessment becomes receivable by the Entity from the owners.

Interest and other revenue are recognized in the appropriate fund when earned.

### j) Contributed Services

Directors, committee members and owners volunteer their time to assist in the Entity's activities. While their services benefit the Entity considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in these financial statements.

## 3. Capital Assets

Capital assets are recorded at cost and are comprised as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net 2020</u>	<u>Net 2019</u>
Superintendent suite	\$ 400,376	\$ -	\$ 400,376	\$ 400,376
Guest suites	<u>374,088</u>	<u>-</u>	<u>374,088</u>	<u>374,088</u>
	<u>\$ 774,464</u>	<u>\$ -</u>	<u>\$ 774,464</u>	<u>\$ 774,464</u>

Upon registration, the Corporation acquired two guest suites, at a cost of \$185,000 each, \$370,000 in total, and the superintendent suite at a cost of \$395,900, all of which were financed by long-term debt. The Corporation paid the land transfer tax and registration fees of \$4,088 on the guest suites and \$4,476 on the superintendent suite, in cash.

## 4. Due to/from Related Entity

Due (to) from related entity is comprised as follows:

	<u>2020</u>	<u>2019</u>
Shared Facility	<u>\$ (16,370)</u>	<u>\$ 649</u>

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

### 5. Reserve Fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the Corporation's common elements and assets.

The Board of Directors has relied on a comprehensive reserve fund study prepared in June 2017 by Belanger Engineering and such other information as was available to them in evaluating the adequacy of the reserve fund. The Board of Directors has accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2020 were \$667,881, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$123,031 compared to \$4,563 estimated in the study. The closing reserve fund balance was \$2,464,560 compared to \$2,518,328 estimated in the study. Annual reserve allocations in the study increase by 2.0% each year.

The Board of Directors has engaged Belanger Engineering to prepare an updated reserve fund study that will not involve a site inspection to assist them in assessing the adequacy of the reserve fund.

Any evaluation of the adequacy of the reserve fund is based upon assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly, the Condominium Act requires that reserve fund studies be updated every three years.

### 6. Long-Term Debt

Long-term debt is comprised as follows:

Mortgage payable to the declarant, interest bearing at 5.51%, secured by the superintendent suite, due July 10, 2026, repayable in monthly instalments of \$2,419, which includes principal and interest. Mortgage payable to the declarant, interest bearing at 5.51%, secured by the guest suites, due July 10, 2026, repayable in monthly instalments of \$2,261, which includes principal and interest. The mortgages may be repaid in full, or in part, without penalty.

	<u>2020</u>	<u>2019</u>
Total	\$ 707,465	\$ 724,567
Less: Current portion	<u>(18,057)</u>	<u>(17,102)</u>
Long-term portion	<u>\$ 689,408</u>	<u>\$ 707,465</u>

Principal repayments of long-term debt are due as follows:

2021	\$ 18,057
2022	19,066
2023	20,131
2024	21,255
2025	22,443
Thereafter	<u>606,513</u>
Total	<u>\$ 707,465</u>

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

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### 7. Shared Facility

The Corporation is a member of Xpression Shared Facilities, (the "Shared Facility"), which is an unincorporated organization formed by agreement between the Corporation and York Region Standard Condominium Corporation No. 1365 ("YRSCC 1365"). The purpose of the Shared Facility is to facilitate the sharing of common services and facilities of the member corporations. The Shared Facility is also responsible for maintaining the shared assets and its common elements.

The Shared Facility is exempt from income taxes.

The Corporation is responsible for varying percentages of the costs which are shared between the Corporation and YRSCC 1365. The Corporation's proportionate share of these costs is included in the operating costs of the Corporation as shared facility.

Separate financial statements are available for the Shared Facility.

### 8. Budget

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Board of Directors in 2019.

### 9. Contractual Obligations

The Corporation has entered into contracts with various third parties to provide certain services to manage and maintain the common elements.

### 10. Related Party Transactions

No remuneration was paid to the Board of Directors during the year.

Management is reimbursed for certain administrative costs and paid a monthly management fee by the Corporation, and collects fees from owners, purchasers and others for issuing status certificates and/or lien notices, when applicable. These transactions were in the normal course of operations and were measured at the exchange amount.

Cleaning, concierge and superintendent services were provided by the management company. These transactions were in the normal course of operations and were measured at the exchange amounts.

### 11. Subsequent Events

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency limiting the number of people in a gathering and requiring the closure of non-essential businesses for an indeterminate period of time. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the Corporation's operations, cash flows and financial position. The Board of Directors will continue to monitor the situation and reflect the impact in the financial statements as appropriate.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Notes to the Financial Statements

February 29, 2020

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### 12. Financial Instruments - Risk Management

#### Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure to this risk is not significant.

#### Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations as they become due. The Corporation manages this risk by setting common element fees at a level which ensures that the Corporation has sufficient cash available to pay the day to day operating costs, to fund the reserve fund in accordance with the Corporation's funding plan, and to fund all other funds, as required.

There has been no change to the risk profile of the Corporation during the year.

# YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308

## Schedule of General Fund Expenditures

For the year ended February 29, 2020

	Budget 2020 [Note: 8]	2020	2019
<b>Utilities</b>			
Hydro	\$ 400,000	\$ 442,979	\$ 386,076
Electricity recovery	(175,000)	(174,752)	(225,537)
BTU recovery	(143,000)	(149,836)	(178,993)
Gas	195,000	162,750	166,729
Water	213,530	205,640	170,958
Water recovery	(148,000)	(171,821)	(153,540)
	\$ 342,530	\$ 314,960	\$ 165,693
<b>Contract services</b>			
In-suite fan coils and heat pumps	\$ 23,700	\$ 26,972	\$ 16,477
Heating, ventilation and air conditioning	30,443	30,442	34,438
Superintendent	63,347	63,244	61,979
Concierge	464,049	449,492	454,950
Window cleaning	25,000	24,189	23,775
Elevators	55,236	54,684	53,712
Cleaners	352,142	345,238	345,238
Pool and fountain	12,164	12,621	10,036
Mat rentals	4,800	5,339	-
Guest suites	1,200	(174)	836
Insurance	75,000	91,430	68,189
Garage door	2,500	740	-
Garage cleaning	10,000	10,014	7,311
Pest control	1,650	1,429	1,520
Building equipment	10,614	11,545	7,993
	\$ 1,131,845	\$ 1,127,205	\$ 1,086,454
<b>General and administrative</b>			
Management fees	\$ 139,247	\$ 136,740	\$ 136,408
Legal fees	20,000	46,634	14,256
Audit fees	5,700	6,802	6,137
Performance audit	-	-	10,509
Regulatory fees	8,300	5,979	7,449
	\$ 173,247	\$ 196,155	\$ 174,759

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1308**

**Schedule of General Fund Expenditures**

**For the year ended February 29, 2020**

	<b>Budget 2020 [Note: 8]</b>	<b>2020</b>	<b>2019</b>
<b>Repairs and maintenance</b>			
Carpet cleaning	\$ 5,800	\$ 1,147	\$ -
Elevator, non-contract	10,500	11,111	-
Plumbing	19,500	38,023	-
Swimming pool	5,600	11,868	-
Electrical	18,000	6,869	-
General	43,000	160,032	169,354
Maintenance supplies	16,500	22,941	18,341
	\$ 118,900	\$ 251,991	\$ 187,695
<b>Shared facility</b>			
Shared facility	\$ 235,494	\$ 251,864	\$ 205,396
<b>Other expenses</b>			
Office expenses	\$ 21,500	\$ 33,212	\$ 25,717
Telephones	15,000	13,197	13,981
Common element expense	5,500	5,330	5,163
	\$ 42,000	\$ 51,739	\$ 44,861

# **XPRESSION SHARED FACILITIES**

**FINANCIAL STATEMENTS  
WITH INDEPENDENT AUDITOR'S REPORT**

**FEBRUARY 29, 2020**



**XPRESSION SHARED FACILITIES**  
**February 29, 2020**

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## INDEPENDENT AUDITOR'S REPORT

To the Shared Facility Committee of  
**Xpression Shared Facilities**

### Opinion

We have audited the financial statements of Xpression Shared Facilities (the "Shared Facility"), which comprise the statement of financial position as at February 29, 2020 and the statements of operations and changes in fund balances of the general fund, reserve fund, and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Xpression Shared Facilities as at February 29, 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 Shared Facility 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.

### Report on the Condominium Act of Ontario Requirements

In accordance with Section 67(4) of the Condominium Act, we report that these financial statements are not prepared in accordance with the requirements of Section 115(4) of the Act, as the Shared Facility has not deposited \$8,214 it received as contributions from owners to the reserve fund into a reserve fund bank account. This situation existed because the Shared Facility used the owner's reserve fund contributions to pay its general costs, and, as a consequence, the general fund owed the reserve fund \$20,000, however the general fund was unable to repay this amount as its bank account and investments amounted to only \$11,786 which was \$8,214 less than the amount necessary to repay the reserve for major repairs and replacements. The Shared Facility will recover the shortfall in the general fund of \$8,214 subsequent to year end.

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-For-Profit Organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Shared Facility'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 Shared Facility or to cease operations, or has no realistic alternative but to do so.

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

(continued)

## 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 Shared Facility's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether material uncertainty exists related to events or conditions that may cast significant doubt on the Shared Facility's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

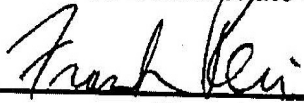
*Rapkin Wein LLP*

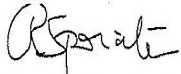
Chartered Professional Accountants, Licensed Public Accountants  
Toronto, Ontario  
July 6, 2020

**Xpression Shared Facilities**  
**Statement of Financial Position**  
As at February 29, 2020

	Note	General	Reserve	2020	2019
<b>ASSETS</b>					
<b>Current</b>					
Cash	\$	11,786	\$ 138,126	\$ 149,912	\$ 79,693
Sundry receivables		-	218	218	122
Interfund balance		(20,000)	20,000	-	-
Due from member corporations	[3]	17,415	-	17,415	13,236
<b>TOTAL ASSETS</b>		<b>9,201</b>	<b>158,344</b>	<b>167,545</b>	<b>93,051</b>
<b>LIABILITIES</b>					
<b>Current</b>					
Accounts payable and accrued liabilities		9,201	-	9,201	13,253
<b>NET ASSETS</b>	\$	<b>-</b>	\$ <b>158,344</b>	\$ <b>158,344</b>	\$ <b>79,798</b>
<i>Increase (decrease) in Net Assets, in thousands</i>		-	79	79	
<b>Net Assets represented by fund:</b>					
General	\$	-	\$ -	\$ -	\$ -
Reserve	[2.a] [4]	-	158,344	158,344	79,798
	\$	<b>-</b>	\$ <b>158,344</b>	\$ <b>158,344</b>	\$ <b>79,798</b>

Approved on Behalf of the Shared Facility Committee:

  
\_\_\_\_\_ Member

  
\_\_\_\_\_ Member

**Xpression Shared Facilities**  
**Statement of General Operations and Changes in Fund Balance**  
**For the year ended February 29, 2020**

	<b>Budget 2020 [Note: 5]</b>	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>			
Common element fees	\$ 253,069	\$ <b>253,319</b>	\$ 201,073
Allocation to reserve fund	(76,477)	<b>(76,477)</b>	(45,018)
Interest	250	<b>397</b>	180
	176,842	<b>177,239</b>	156,235
<b>EXPENDITURES, Page 11</b>			
Utilities	14,000	<b>17,587</b>	21,431
Contract services	68,874	<b>66,906</b>	67,923
General and administrative	75,543	<b>74,112</b>	73,641
Repairs and maintenance	18,000	<b>35,749</b>	13,438
Other expenses	425	<b>300</b>	300
	176,842	<b>194,654</b>	176,733
<b>Excess of Expenditures over Revenue</b>	-	<b>(17,415)</b>	(20,498)
<b>Balance, Beginning of the Year</b>		-	-
<b>Allocation to Member Corporations</b>			
Allocation to YRSCC 1308		<b>16,370</b>	17,957
Allocation to YRSCC 1365		<b>1,045</b>	2,541
<b>Balance, End of the Year</b>		<b>\$ -</b>	<b>\$ -</b>

*The accompanying notes are an integral part of these financial statements.*

**Xpression Shared Facilities**  
**Statement of Reserve Operations and Changes in Fund Balance**  
**For the year ended February 29, 2020**

	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>		
Allocation from common element fees	\$ 76,477	\$ 45,018
Interest	2,069	1,019
	<b>78,546</b>	<b>46,037</b>
<b>Excess of Revenue over Expenditures</b>	<b>78,546</b>	<b>46,037</b>
<b>Balance, Beginning of the Year</b>	<b>79,798</b>	<b>33,761</b>
<b>Balance, End of the Year</b>	<b>\$ 158,344</b>	<b>\$ 79,798</b>

*The accompanying notes are an integral part of these financial statements.*

**Xpression Shared Facilities**  
**Statement of Cash Flows**  
For the year ended February 29, 2020

	2020	2019
<b>Cash provided by (used in) operating activities</b>		
Cash received for all general operations	\$ 190,474	\$ 162,685
Cash received for all reserve operations	78,451	45,965
Cash paid for all general operations	(198,706)	(178,599)
<b>Net Increase in Cash</b>	<b>70,219</b>	<b>30,051</b>
<b>Cash, Beginning of the Year</b>	<b>79,693</b>	<b>49,642</b>
<b>Cash, End of the Year</b>	<b>\$ 149,912</b>	<b>\$ 79,693</b>
<b>Cash consists of:</b>		
<b>Cash, General fund</b>	<b>\$ 11,786</b>	<b>\$ 17</b>
<b>Cash, Reserve fund</b>	<b>138,126</b>	<b>79,676</b>
	<b>\$ 149,912</b>	<b>\$ 79,693</b>

*The accompanying notes are an integral part of these financial statements.*

# XPRESSION SHARED FACILITIES

## Notes to the Financial Statements

February 29, 2020

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### 1. Operations

Xpression Shared Facilities (the "Shared Facility" or the "Entity") commenced operations on March 23, 2016 upon the registration of York Region Standard Condominium Corporation No. 1308 ("YRSCC 1308").

The purpose of the Shared Facility is to provide recreational and other services to, and manage and maintain the common elements of the Shared Facility pursuant to an agreement (the "reciprocal agreement") between YRSCC 1308 and York Region Standard Condominium Corporation No. 1365 ("YRSCC 1365").

Pursuant to the terms of the reciprocal agreement, each member corporation is required to contribute its proportionate share of expenses, including major repairs and replacements, incurred by the Shared Facility based on varying percentages.

### 2. Significant Accounting Policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and are in accordance with Canadian generally accepted accounting principles, which are applicable to Ontario Condominium Corporations and Shared Facilities. The significant policies are:

#### a) Fund Accounting

The general fund reports common element fees from member corporations, budgeted allocations of those fees to other funds and expenses related to the operations and administration of the common elements.

The reserve fund is an externally restricted fund which reports the common element fees allocated to it and expenditures for major repair and replacement of the Entity's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 4. All major repairs and replacements of the common elements must be charged directly to the reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements must be charged to repairs and maintenance of the general fund. The Entity segregates amounts accumulated for the purpose of financing future charges to the reserve fund in bank and investment accounts for use only to finance such charges. Interest earned on these amounts is included in the reserve fund.

#### b) Common Elements

The real property directly associated with the units of the Entity (the "common elements") are owned proportionately by the unit owners of the member corporations, and consequently are not reflected as assets in these financial statements.

#### c) Transfers

Transfers from the general fund to the reserve fund that are not included in the annual budget, or which are in excess of budgeted amounts, are not recorded in the operating section of the general fund, rather they are included in the related fund statement as additions or deductions, as applicable.

#### d) Financial Instruments

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



# XPRESSION SHARED FACILITIES

## Notes to the Financial Statements

February 29, 2020

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### e) Use of Estimates

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include those used when accounting for accounts payable and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

### f) Revenue Recognition

Common element fees are recognized as revenue on a monthly basis in the statement of general operations based on the budget distributed to owners each year.

Special assessments are recognized as revenue in the appropriate fund when a formal resolution declaring the assessment has been passed by the Shared Facility Committee, and when the special assessment becomes receivable by the Entity from the owners.

Interest and other revenue are recognized in the appropriate fund when earned.

### g) Contributed Services

Directors, committee members and owners volunteer their time to assist in the Entity's activities. While their services benefit the Entity considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in these financial statements.

## 3. Due to/from Member Corporations

Due from member corporations is comprised as follows:

	<u>2020</u>	<u>2019</u>
YRSCC 1308	\$ 16,370	\$ (649)
YRSCC 1365	<u>1,045</u>	<u>13,885</u>
	<u>\$ 17,415</u>	<u>\$ 13,236</u>

# **XPRESSION SHARED FACILITIES**

## **Notes to the Financial Statements**

**February 29, 2020**

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### **4. Reserve Fund**

The Shared Facility, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the Shared Facility's common elements and assets.

The Shared Facility Committee has relied on a comprehensive reserve fund study prepared in August 2017 by Belanger Engineering and such other information as was available to them in evaluating the adequacy of the reserve fund. The Shared Facility Committee has accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2020 were \$76,477, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$nil compared to \$nil estimated in the study. The closing reserve fund balance was \$158,344 compared to \$172,755 estimated in the study. Annual reserve allocations in the study increase by 69.88% for one year and then increase by 2.0% each year thereafter.

Any evaluation of the adequacy of the reserve fund is based upon assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly, the Condominium Act requires that reserve fund studies be updated every three years.

### **5. Budget**

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Shared Facility Committee in 2019.

### **6. Contractual Obligations**

The Shared Facility has entered into contracts with various third parties to provide certain services to manage and maintain the common elements.

### **7. Related Party Transactions**

No remuneration was paid to the Shared Facility Committee during the year.

Management is reimbursed for certain administrative costs and paid a monthly management fee by the Shared Facility. These transactions were in the normal course of operations and were measured at the exchange amount.

### **8. Subsequent Events**

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Subsequently, the Province of Ontario issued a state of emergency banning all gatherings of more than five people and requiring the closure of non-essential businesses. The dynamic nature of the COVID-19 crisis makes it impossible to predict the impact this will have on the Shared Facility's operations, cash flows and financial position. The Shared Facility Committee will continue to monitor the situation and reflect the impact in the financial statements as appropriate.

**XPRESSION SHARED FACILITIES**  
**Notes to the Financial Statements**  
**February 29, 2020**

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**9. Financial Instruments - Risk Management**

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Shared Facility places its operating and reserve cash and investments with high quality institutions and believes its exposure to this risk is not significant.

Liquidity risk

Liquidity risk is the risk that the Shared Facility will not be able to meet its obligations as they become due. The Shared Facility manages this risk by setting common element fees at a level which ensures that the Shared Facility has sufficient cash available to pay the day to day operating costs, to fund the reserve fund in accordance with the Shared Facility's funding plan, and to fund all other funds, as required.

There has been no change to the risk profile of the Shared Facility during the year.

**XPRESSION SHARED FACILITIES**  
**Schedule of General Fund Expenditures**  
**For the year ended February 29, 2020**

	<b>Budget 2020 [Note: 5]</b>	<b>2020</b>	<b>2019</b>
<b>Utilities</b>			
Hydro	\$ 12,000	\$ 17,587	\$ 21,431
Gas	1,000	-	-
Water	1,000	-	-
	<b>\$ 14,000</b>	<b>\$ 17,587</b>	<b>\$ 21,431</b>
<b>Contract services</b>			
Year round grounds care	\$ 43,768	\$ 43,768	\$ 48,015
Life safety systems	17,166	17,488	14,032
Building equipment	1,500	-	-
Emergency generator	6,440	5,650	5,876
	<b>\$ 68,874</b>	<b>\$ 66,906</b>	<b>\$ 67,923</b>
<b>General and administrative</b>			
Management fees	\$ 73,056	\$ 71,100	\$ 70,928
Legal fees	250	-	-
Audit fees	2,237	3,012	2,713
	<b>\$ 75,543</b>	<b>\$ 74,112</b>	<b>\$ 73,641</b>
<b>Repairs and maintenance</b>			
General	\$ 16,800	\$ 35,601	\$ 12,553
Maintenance supplies	1,200	148	885
	<b>\$ 18,000</b>	<b>\$ 35,749</b>	<b>\$ 13,438</b>
<b>Other expenses</b>			
Office expenses	\$ 425	\$ 300	\$ 300



**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. 1308

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

**PROPERTY INSURED:** 9471 Yonge Street  
Richmond Hill, Ontario  
L4C 0Z5

**TERM:** February 28, 2021 TO February 28, 2022

**COMMERCIAL PACKAGE POLICY NO. 7188924**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$140,112,800.00  
Deductibles: \$ 50,000.00 STANDARD  
\$ 50,000.00 SEWER BACKUP  
\$ 50,000.00 WATER  
\$ 50,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Wawanesa Insurance 24%  
RSA Insurance Company of Canada 25%  
Tokio Marine Kiln 510 14%  
Trisura Guarantee Insurance Company 17%  
Novex Insurance Company 20%

**COMPREHENSIVE GENERAL LIABILITY:**

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability:	\$25,000,000.00

**DIRECTORS AND OFFICERS LIABILITY:**

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability:	\$15,000,000.00

**EQUIPMENT BREAKDOWN INSURANCE:**

Limit per Accident:	\$140,112,800.00
Company:	Aviva Insurance Company of Canada
Policy Number:	<b>81638409-3570</b>

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: February 26, 2021

**PROPOSED STANDARD UNIT DEFINITION**  
(subject to amendment and to be finalized by the  
Declarant on or before registration of the Condominium)

**Suite Finishes**

- 9' to 11' ceilings, as per plan
- Solid-core entry door with privacy viewer
- Painted white flat slab interior doors with wood frames
- Mirrored sliding closet doors in bedrooms
- Vinyl-coated wire closet shelving
- 5 ½" flat baseboards and 2 ¾" flat casings
- Door hardware
- Flat white ceilings throughout, except bedrooms

**Kitchen Finishes**

- Kitchen cabinetry, as per plan
- Stainless steel undermount sink
- Single handle deck mount faucet with 2 function pull-down sprayer
- Ceramic tile backsplash

**Bathroom Finishes**

- Bathroom cabinetry
- Undermount basin
- Oversized shower finished with tile and glass door in main washrooms, as per plan
- Ceramic tiles for tub and shower surrounds
- Soaker tub in ensuite bathrooms
- One piece toilet
- Chrome-finished single lever faucet, rain spa showerhead, as per plan
- Chrome bath accessories
- Full-width vanity mirrors above countertop

**Electrical & Mechanical**

- Service panel with circuit breakers and copper wiring
- Dual receptacles, as per plan
- All exhaust fans vented to the exterior

**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND  
(UNDER SUBSECTION 94 (9) OF THE CONDOMINIUM ACT, 1998)**

*Condominium Act, 1998*

TO: All owners in York Region Standard Condominium Corporation No. 1308

The board has received and reviewed the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated April 2020 prepared by Belanger Engineering, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

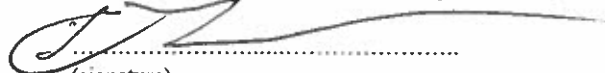
1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time the average contribution per unit per month to the reserve fund is \$126.45. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$2.53 in 2022, \$2.58 in 2023 and \$2.63 in 2024.


The proposed funding plan will be implemented at the beginning of the 2022 fiscal year, that being March 1, 2021.

Dated this 23 day of June, 2020.

York Region Standard Condominium Corporation No. 1308

  
.....  
(signature)

Alan Zunder  
.....  
(print name)

  
.....  
(signature)

Hu Dejian (Frank)  
.....  
(print name)

### SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated April 2020, prepared by Belanger Engineering for York Region Standard Condominium Corporation No. 1308 (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 2022 is \$694,915, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (for 2021):	\$2,468,613
Minimum Reserve Fund Balance during the projected period:	\$1,342,210
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

The Reserve Fund Study can be examined at Management Office, c/o FirstService Residential Property Management Inc., 2645 Skymark Ave., Mississauga, Ontario, during normal business hours, provided a request is in writing.



## CASH FLOW TABLE

**Opening Balance of Reserve Fund:** \$2,468,613  
**Minimum Desired Reserve Fund Balance:** \$250,000  
**Assumed Annual Inflation Rate:** 2.00% **Initial Contribution Increment: 2.00%**  
**Assumed Interest Rate:** 2.00% **Post-Critical Cont. Increment: 2.00%**  
**Number of Suites:** 449

FINAL - April 24, 2020

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Estimated Closing Balance	Comments
2020 / 2021	\$2,468,613	\$681,289	-\$300,100	\$59,186	n/a	\$2,908,988	
2021 / 2022	\$2,908,988	\$694,915	\$0	\$65,129	2.00%	\$3,669,032	
2022 / 2023	\$3,669,032	\$708,813	-\$64,401	\$81,113	2.00%	\$4,394,557	
2023 / 2024	\$4,394,557	\$722,989	-\$21,755	\$95,339	2.00%	\$5,191,130	
2024 / 2025	\$5,191,130	\$737,449	\$0	\$111,197	2.00%	\$6,039,777	
2025 / 2026	\$6,039,777	\$752,198	-\$765,680	\$135,974	2.00%	\$6,162,269	
2026 / 2027	\$6,162,269	\$767,242	-\$18,694	\$131,105	2.00%	\$7,041,921	
2027 / 2028	\$7,041,921	\$782,587	-\$124,058	\$149,905	2.00%	\$7,850,355	
2028 / 2029	\$7,850,355	\$798,239	\$0	\$164,989	2.00%	\$8,813,583	
2029 / 2030	\$8,813,583	\$814,203	-\$2,750,386	\$211,918	2.00%	\$7,089,318	
2030 / 2031	\$7,089,318	\$830,487	-\$2,724,940	\$177,341	2.00%	\$5,372,206	
2031 / 2032	\$5,372,206	\$847,097	-\$312,087	\$119,036	2.00%	\$6,026,252	
2032 / 2033	\$6,026,252	\$864,039	-\$21,053	\$129,376	2.00%	\$6,998,615	
2033 / 2034	\$6,998,615	\$881,320	\$0	\$148,785	2.00%	\$8,028,720	
2034 / 2035	\$8,028,720	\$898,946	-\$112,156	\$170,685	2.00%	\$8,986,196	
2035 / 2036	\$8,986,196	\$916,925	-\$2,215,299	\$211,046	2.00%	\$7,898,869	
2036 / 2037	\$7,898,869	\$935,264	-\$149,496	\$168,825	2.00%	\$8,853,461	
2037 / 2038	\$8,853,461	\$953,969	-\$904,556	\$195,654	2.00%	\$9,098,529	
2038 / 2039	\$9,098,529	\$973,048	-\$180,816	\$193,509	2.00%	\$10,084,270	
2039 / 2040	\$10,084,270	\$992,509	-\$354,005	\$215,151	2.00%	\$10,937,925	
2040 / 2041	\$10,937,925	\$1,012,360	-\$6,344,252	\$292,325	2.00%	\$5,898,357	
2041 / 2042	\$5,898,357	\$1,032,607	-\$31,071	\$128,604	2.00%	\$7,028,497	
2042 / 2043	\$7,028,497	\$1,053,259	\$0	\$151,103	2.00%	\$8,232,858	
2043 / 2044	\$8,232,858	\$1,074,324	-\$3,424,868	\$209,649	2.00%	\$6,091,964	
2044 / 2045	\$6,091,964	\$1,095,811	-\$26,700	\$133,064	2.00%	\$7,294,139	
2045 / 2046	\$7,294,139	\$1,117,727	-\$7,299,712	\$230,057	2.00%	\$1,342,210	Critical Year
2046 / 2047	\$1,342,210	\$1,140,081	\$0	\$38,245	2.00%	\$2,520,537	
2047 / 2048	\$2,520,537	\$1,162,883	-\$34,991	\$62,389	2.00%	\$3,710,818	
2048 / 2049	\$3,710,818	\$1,186,141	\$0	\$86,078	2.00%	\$4,983,036	
2049 / 2050	\$4,983,036	\$1,209,863	-\$150,947	\$113,269	2.00%	\$6,155,222	

Notes: 1) HST included in expenditures  
 2) 2021 Fiscal Year: Mar 1, 2020 - Feb 28, 2021

**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. 1308 has reviewed the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated April 2020, prepared by Belanger Engineering for the corporation (known as the 'Reserve Fund Study') and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$681,289, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined at Management Office, c/o FirstService Residential Property Management Inc., 2645 Skymark Ave., Mississauga, Ontario.

## CONTRIBUTION TABLE

Year	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	Total Contribution Each Year
2021	681,289	n/a	0	681,289
2022	694,915	2.00%	0	694,915
2023	708,813	2.00%	0	708,813
2024	722,989	2.00%	0	722,989
2025	737,449	2.00%	0	737,449
2026	752,198	2.00%	0	752,198
2027	767,242	2.00%	0	767,242
2028	782,587	2.00%	0	782,587
2029	798,239	2.00%	0	798,239
2030	814,203	2.00%	0	814,203
2031	830,487	2.00%	0	830,487
2032	847,097	2.00%	0	847,097
2033	864,039	2.00%	0	864,039
2034	881,320	2.00%	0	881,320
2035	898,946	2.00%	0	898,946
2036	916,925	2.00%	0	916,925
2037	935,264	2.00%	0	935,264
2038	953,969	2.00%	0	953,969
2039	973,048	2.00%	0	973,048
2040	992,509	2.00%	0	992,509
2041	1,012,360	2.00%	0	1,012,360
2042	1,032,607	2.00%	0	1,032,607
2043	1,053,259	2.00%	0	1,053,259
2044	1,074,324	2.00%	0	1,074,324
2045	1,095,811	2.00%	0	1,095,811
2046	1,117,727	2.00%	0	1,117,727
2047	1,140,081	2.00%	0	1,140,081
2048	1,162,883	2.00%	0	1,162,883
2049	1,186,141	2.00%	0	1,186,141
2050	1,209,863	2.00%	0	1,209,863

**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:

**\*\*\*NONE\*\*\***

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND  
(UNDER SUBSECTION 94 (9) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

TO: All owners in Xpression Shared Facilities

The board has received and reviewed the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated January 2021 prepared by Belanger Engineering, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time the average contribution per unit per month to the reserve fund is \$24.14. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$0.50 in 2022, \$0.51 in 2023 and \$0.52 in 2024.


The proposed funding plan will be implemented at the beginning of the 2022 fiscal year, that being March 1, 2021.

Dated this 8<sup>th</sup> day of January, 2021

Xpression Shared Facilities

  
.....  
(signature)

Frank Peri  
.....  
(print name)

  
.....  
(signature)

Alan Zunder  
.....  
(print name)

### SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated January 2021, prepared by Belanger Engineering for Xpression Shared Facilities (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 2022 is \$137,486, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (for 2021):	\$158,344
Minimum Reserve Fund Balance during the projected period:	\$177,585
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

The Reserve Fund Study can be examined at Management Office, c/o FirstService Residential Property Management Inc., 9471 Yonge Street, Richmond Hill, Ontario, during normal business hours, provided a request is in writing.

## CASH FLOW TABLE

**Opening Balance of Reserve Fund:** \$158,344  
**Minimum Desired Reserve Fund Balance:** \$100,000  
**Assumed Annual Inflation Rate:** 2.00%  
**Assumed Interest Rate:** 2.00%  
**Number of Suites:** 463

**Initial Contribution Increment:** 2.05%  
**Post-Critical Cost Increment:** 2.00%

FINAL - January 6, 2021

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Estimated Closing Balance	Comments
2020 / 2021	\$158,344	\$134,720	-\$4,100	\$4,555	n/a	\$293,519	
2021 / 2022	\$293,519	\$137,486	\$0	\$7,245	2.05%	\$438,250	
2022 / 2023	\$438,250	\$140,309	-\$47,130	\$10,639	2.05%	\$542,068	
2023 / 2024	\$542,068	\$143,190	-\$53,697	\$12,810	2.05%	\$644,371	
2024 / 2025	\$644,371	\$146,053	\$0	\$14,348	2.00%	\$804,772	
2025 / 2026	\$804,772	\$148,974	-\$90,535	\$18,491	2.00%	\$881,703	
2026 / 2027	\$881,703	\$151,954	-\$4,617	\$19,200	2.00%	\$1,048,239	
2027 / 2028	\$1,048,239	\$154,993	\$0	\$22,515	2.00%	\$1,225,747	
2028 / 2029	\$1,225,747	\$158,093	-\$58,700	\$26,683	2.00%	\$1,351,823	
2029 / 2030	\$1,351,823	\$161,255	-\$132,416	\$29,973	2.00%	\$1,410,634	
2030 / 2031	\$1,410,634	\$164,480	-\$458,342	\$34,441	2.00%	\$1,151,213	
2031 / 2032	\$1,151,213	\$167,769	-\$6,590	\$24,768	2.00%	\$1,337,160	
2032 / 2033	\$1,337,160	\$171,125	-\$5,200	\$28,506	2.00%	\$1,531,592	
2033 / 2034	\$1,531,592	\$174,547	-\$57,954	\$32,957	2.00%	\$1,681,142	
2034 / 2035	\$1,681,142	\$178,038	-\$6,993	\$35,473	2.00%	\$1,887,661	
2035 / 2036	\$1,887,661	\$181,599	-\$677,645	\$46,346	2.00%	\$1,437,961	
2036 / 2037	\$1,437,961	\$185,231	-\$54,911	\$31,161	2.00%	\$1,599,441	
2037 / 2038	\$1,599,441	\$188,936	-\$123,641	\$35,115	2.00%	\$1,699,850	
2038 / 2039	\$1,699,850	\$192,714	-\$69,841	\$36,623	2.00%	\$1,859,345	
2039 / 2040	\$1,859,345	\$196,569	\$0	\$39,153	2.00%	\$2,095,066	
2040 / 2041	\$2,095,066	\$200,500	-\$771,652	\$51,623	2.00%	\$1,575,537	
2041 / 2042	\$1,575,537	\$204,510	-\$8,791	\$33,644	2.00%	\$1,804,900	
2042 / 2043	\$1,804,900	\$208,600	\$0	\$38,184	2.00%	\$2,051,684	
2043 / 2044	\$2,051,684	\$212,772	-\$142,079	\$44,582	2.00%	\$2,166,960	
2044 / 2045	\$2,166,960	\$217,028	-\$6,595	\$45,575	2.00%	\$2,422,968	
2045 / 2046	\$2,422,968	\$221,368	-\$1,981,360	\$70,487	2.00%	\$733,463	
2046 / 2047	\$733,463	\$225,796	-\$410,489	\$21,032	2.00%	\$569,801	
2047 / 2048	\$569,801	\$230,311	-\$9,900	\$13,798	2.00%	\$804,011	
2048 / 2049	\$804,011	\$234,918	-\$77,998	\$19,209	2.00%	\$980,140	
2049 / 2050	\$980,140	\$239,616	-\$1,074,919	\$32,748	2.00%	\$177,585	Critical Year

Notes:

1) IIST included in expenditures

2) 2021 Fiscal Year: Mar 1, 2020 - Feb 28, 2021

**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 Xpression Shared Facilities has reviewed the Class 3 Updated Study of the Reserve Fund (not based on a site review) dated January 2021, prepared by Belanger Engineering for the corporation (known as the 'Reserve Fund Study') and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$134,720, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined at Management Office, c/o FirstService Residential Property Management Inc., 9471 Yonge Street, Richmond Hill, Ontario.



## CONTRIBUTION TABLE

Year	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	Total Contribution Each Year
2021	134,720	n/a	0	134,720
2022	137,486	2.05%	0	137,486
2023	140,309	2.05%	0	140,309
2024	143,190	2.05%	0	143,190
2025	146,053	2.00%	0	146,053
2026	148,974	2.00%	0	148,974
2027	151,954	2.00%	0	151,954
2028	154,993	2.00%	0	154,993
2029	158,093	2.00%	0	158,093
2030	161,255	2.00%	0	161,255
2031	164,480	2.00%	0	164,480
2032	167,769	2.00%	0	167,769
2033	171,125	2.00%	0	171,125
2034	174,547	2.00%	0	174,547
2035	178,038	2.00%	0	178,038
2036	181,599	2.00%	0	181,599
2037	185,231	2.00%	0	185,231
2038	188,936	2.00%	0	188,936
2039	192,714	2.00%	0	192,714
2040	196,569	2.00%	0	196,569
2041	200,500	2.00%	0	200,500
2042	204,510	2.00%	0	204,510
2043	208,600	2.00%	0	208,600
2044	212,772	2.00%	0	212,772
2045	217,028	2.00%	0	217,028
2046	221,368	2.00%	0	221,368
2047	225,796	2.00%	0	225,796
2048	230,311	2.00%	0	230,311
2049	234,918	2.00%	0	234,918
2050	239,616	2.00%	0	239,616

**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:

**\*\*\*NONE\*\*\***



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