



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



Memorandum

June 24, 2021

Dear Sabiha Manjra:

Your Status Certificate is now available for:

Condominium Corporation Number: York Region Standard Condominium Corporation 1392

Condominium Address: 100-600 Alex Gardner Circle

City: Aurora

Unit: 55

Level: 2

Suite Number: 0110

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. 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 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

Status Certificate

ON-A26618

Status Certificate

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

York Region Standard Condominium Corporation 1392 (known as the "Corporation") certifies that as of the date of this certificate:

GENERAL INFORMATION CONCERNING THE CORPORATION

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

NAME	POSITION	ADDRESS FOR SERVICE	TELEPHONE
Vincenzo Ambrico	Director	2645 Skymark Avenue Suite 101	(416) 293-5900
George Logue	Secretary	2645 Skymark Avenue Suite 101	(416) 293-5900
Carl Barrett	President	2645 Skymark Avenue Suite 101	(416) 293-5900

COMMON EXPENSES

5. The Owner of Unit 55 Level 2 (Suite No. 0110), and Unit 120 Level A (Parking Storage Unit PA-120) @ 600 Alex Gardner Circle, Aurora, ON of York Region Standard Condominium Corporation 1392, 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.**

6. A payment on account of common expenses for the unit in the amount of **\$346.85** is due on **7/01/2021 for the period 7/01/2021 to 7/31/2021, as follows:**

Unit 120 Level A (Parking Storage Unit PA-120)	\$84.11
Unit 55 Level 2 (Suite 0110)	\$262.74
TOTAL AMOUNT DUE	\$346.85

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

In addition to the above, the unit owner is responsible for the cost of utilities: Hydro and Water (Enercare) and Gas (Enbridge). The owner and purchaser are responsible for contacting the sub-metering company to change ownership detail. Any unpaid utilities are deemed to be in arrears and may be collectable as common expenses against the purchaser.

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

Status Certificate (continued)

ON-A26618

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 **\$354,643.79** as of **04/30/2021**
14. The most recent reserve fund study conducted by the board was Class 1 Reserve Fund study dated 09/03/2019 and was prepared by Building Sciences Inc.. The next Reserve Fund Study will be conducted before October 2022.
15. N/A
16. The Board has sent to the owners a notice dated 09/30/2019 containing a summary of the Reserve Fund Study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding 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)

ON-A26618

LEGAL PROCEEDINGS, CLAIMS

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

AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

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

The 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

24. The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 30 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

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)

ON-A26618

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 09/30/2019 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
 - (i). 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)

ON-A26618

- (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.



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Status Certificate (continued)

ON-A26618

Dated at Toronto this 24th Day of June, 2021

York Region Standard Condominium Corporation 1392

* 

SIGNATURE

Paul Camm
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 delivery

Owner'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.

BUILDING NAME/ CORPORATION NUMBER:					
BUILDING ADDRESS:					
Unit/Suite Number:		Parking Level & Number:		Locker Number:	
OWNER INFORMATION (Please Print Clearly)					
1. Owner's Name:					
	First Name			Last Name	
2. Owner's Name:					
	First Name			Last Name	
Address (if different from above):					
Home Phone:		Cell:		Email Address:	
<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>					
ENTER-PHONE SYSTEM (Please print clearly)					
1. Enter-phone Name: (16 characters max)					
Enter-phone Number:					
2. Enter-phone Name: (16 characters max)					
Enter-phone Number:					
OCCUPANT / TENANT INFORMATION (Please print clearly)					
Occupant Names:	1.		Phone:		Email:
	2.		Phone:		Email:
	3.		Phone:		Email:
VEHICLE / BICYCLE / PET INFORMATION (Please print clearly)					
1. Vehicle Make:		Plate:		Year:	Colour:
2. Vehicle Make:		Plate:		Year:	Colour:
Bicycle Make:		Colour:		Bicycle Rack Number:	
Pets:	YES <input type="checkbox"/> NO <input type="checkbox"/>	Type/Description:			Weight Full Grown:
ALARM INFORMATION (Please print clearly)					
In-Suite Alarm:	YES	NO	Service Provider:		
Access Card/Fob:		Suite Key:		Garage Remote Number:	
EMERGENCY INFORMATION (Please print clearly)					
Do you require assistance in an emergency			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.					
Name:			Assistance Required:		
Name:			Assistance Required:		
In case of Emergency Contact:		Name:	Relationship:		
		Home:	Cell:		
If Unit (suite, parking, and/or locker) has been leased/rented, you are required to complete the Summary of Lease or Renewal					
Dated this:	day of				
I,			, certify that all the information above is correct.		
		Print Name			

PERSONS REQUIRING SPECIAL ASSISTANCE INFORMATION FORM

*Please Complete and Return this Form to Property Management as soon as possible.
Please print clearly*

Name:		Telephone:	
Address:			
Unit/Suite Number:			

As required in the condominium corporation's Fire Safety Plan and as per the Ontario Fire Code Section 2.8 subsection 2.8.2.1, in order to ensure the safety of all residents during any emergency in the Building or at this Site, we ask for your co-operation.

If you have any person residing in your unit/suite who would require special assistance during evacuation or any emergency, this includes temporary or permanent disabilities, please fill in the information on this form below.

All information received is kept in strict confidence and used only by authorized persons in case of an emergency.

Brief description (i.e. difficulty walking, special breathing apparatus, bedridden, sprains/fractures, hearing/visually impaired). **Please type below.**

Date:		
EMERGENCY INFORMATION		
In case of Emergency Contact:	Name:	Relationship:
	Home:	Cell:

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

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

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>						
Address:						
Telephone:						

Please complete and return all pages of this Customer Services Agreement to
Connections.Care@Enercare.ca or fax to 1-416-649-1969 or 1-866-521-8882

Fields marked with an asterisk (*) are required.

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)		City*:		Postal Code*:	
				Electrical Vehicle Parking Unit No.	
Primary Account Holder: Mr Mrs Miss Ms (Please Circle)		First Name*:		Middle Name:	
				Last Name*:	
Primary Phone*:		Secondary Phone:		Email:	
Identification*: (Please Complete One)		Driver's License No.:		Date of Birth: _____ / _____ / _____ Year / Month / Day	
				Social Insurance No. _____ _____ _____	
Mailing Address*: (Number, Street Name, Unit Number)		City*:		Postal Code*:	
Secondary Account Holder: Mr Mrs Miss Ms (Please Circle)		First Name*:		Middle Name:	
				Last Name*:	
Primary Phone:		Secondary Phone:		Email:	
Identification*: (Please Complete One)		Driver's License No.:		Date of Birth: _____ / _____ / _____ Year / Month / Day	
				Social Insurance No. _____ _____ _____	

PAPERLESS E-BILLING REGISTRATION

<input type="checkbox"/> Yes, please register me for Paperless E-Billing now. (If the box is left unchecked, your monthly bills will be sent by mail.)	Please confirm your preferred email address for e-bill email alerts:
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The terms and conditions set out in this agreement comprise the legally binding agreement between the Customer and Enercare Connections Inc. ("Enercare") governing the Customer's use of the Services (as defined below). Please read the following carefully as well as Enercare's Conditions of Service, a copy of which is available at Enercare.ca or can be obtained from an Enercare representative. The Customer acknowledges and agrees as follows:

- The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the "Unit") and/or electrical vehicle parking unit (the "Parking Unit") and, together with the Unit, the "Service Unit", as applicable, located in the building at the above-noted Service Address (the "Premises").
- The Customer acknowledges that Enercare will provide the following services (the "Services") to the Service Unit:
 - Enercare shall measure and record actual electricity, gas, water and/or thermal energy, as applicable, use for the Service Unit, as applicable;
 - If Enercare owns the sub-metering system located at the Premises, Enercare shall ensure such sub-metering system is operating properly;
 - Enercare shall, monthly, prepare invoices showing the amount of electricity, gas, water and/or thermal energy, as applicable, consumed at the Service Unit, as applicable, and the amount payable by the Customer for the electricity, gas, water and/or thermal energy, as applicable, consumed and the Services;
 - Enercare shall issue monthly invoices by mail, email or make monthly invoices available over the internet in accordance with Enercare's Conditions of Service. Unless otherwise specified by the Customer, Enercare shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
 - Enercare shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with Enercare's Conditions of Service.

The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by Enercare under this agreement as set forth in invoices delivered by Enercare pursuant to this agreement and in accordance with Enercare's Conditions of Service.
- The Customer acknowledges that the developer, the owner, the condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with Enercare for the provision of the Services, including meter reading, billing and collection services.
- The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of electricity, gas, water and/or thermal energy, as applicable, to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Unit and/or the date when Enercare has installed the sub-metering system in respect of the Parking Unit). In the event that the Customer does not have an account with Enercare, the Customer agrees to contact Enercare by telephone at 1-866-449-4423 or complete an online form at Enercare.ca to set-up an account on or before the effective date.
- In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer and the costs and expenses relating to the supply of electricity, gas, water and/or thermal are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with Enercare and pay for the cost of electricity, gas, water and/or thermal energy, as applicable, and the Services supplied to such Service Unit. In the event such Service Unit is rented out by the Customer and its tenant has agreed to pay for the Service Fees and the costs and expenses relating to the electricity, gas, water and/or thermal energy supplied to the Service Unit, from time to time, the Customer acknowledges and agrees that they shall be responsible in the event that the tenant fails to pay any amount owing to Enercare relating to such Service Unit, from time to time.
- The Customer acknowledges that Enercare is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system, if owned by Enercare) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Enercare is not in any way in control of or responsible for the supply of electricity, gas, water and/or thermal energy, as applicable, to the property on which the Premises is situated.
- The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided Enercare with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Enercare and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify Enercare forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, Enercare determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Enercare to complete all related repairs or other work or improvements to such sub-metering system.
- In the event that Enercare owns the sub-metering system, the Customer acknowledges that Enercare owns the sub-metering system, including, but not limited to, the sub-meters relating to the Premises and to the Service Unit. Enercare is responsible for the maintenance and repair of such sub-metering system, but in the event that if in response to a request by the Customer for an inspection of the meters in respect of the Service Unit, Enercare determines, acting reasonably, that the meters did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection

Sign on next page

- performed by Enercare in the Service Unit, in accordance with Enercare's Conditions of Service. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage Enercare's sub-metering system and agrees to indemnify Enercare in respect of any losses, costs, expenses or damages caused thereby.
9. The Customer agrees to provide Enercare with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the provision of the Services and in connection therewith will authorize site personnel at the Premises to grant Enercare access to the Service Unit.
 10. The Customer agrees that the charges for electricity, gas, water and/or thermal energy supplied to the Service Unit will comprise of electricity, gas, water and/or thermal energy consumption charges, as applicable, based on measurements by the sub-metering system for the Service Unit (which, all or a portion of such consumption charges are being collected by Enercare on behalf of the developer, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), Service Fees and other charges which may be payable from time to time in accordance with Enercare's Conditions of Service. The Customer acknowledges and agrees that these charges are based on rates which may change from time to time.
 11. The Customer agrees to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice and in accordance with Enercare's Conditions of Service. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
 12. If the Customer fails to pay electricity or electricity-related charges due to Enercare under this agreement, then Enercare, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.
 13. The Customer agrees that because Enercare will be billing the Customer only after services are provided, Enercare is extending to the Customer a form of credit during the time from provision of service to the time payment is made. As a result, the Customer agrees to be subject to the security deposit policy of Enercare (which, with respect to electricity service, is consistent with Ontario Energy Board requirements), the terms of which can be found by asking any Enercare representative or reviewing Enercare's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to Enercare's Conditions of Service. Enercare may, at its own discretion, waive the requirement for a security deposit. The Customer agrees that if Enercare incurs any fees to obtain a credit reference, such fees will be included in the Customer's invoice(s).
 14. Enercare shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when Enercare is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of Enercare and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.
 15. The Customer acknowledges that Enercare may issue a single invoice for the provision of Services. In the event the Customer makes a partial payment of any such single invoice, Enercare shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity sub-metering services first, and then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, Enercare has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of water, gas or thermal energy sub-metering services.
 16. Enercare shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
 17. No director, trustee, officer, shareholder, employee, agent or other contractor of Enercare shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.
 18. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
 19. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Enercare may assign any of its rights and obligations under this agreement and upon such assignment, Enercare is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
 20. Any notice required or permitted under this agreement may be given by Enercare to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to Enercare by facsimile transmission to 416-649-1969 or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to Enercare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Customer Care.
 21. The Customer hereby consents to Enercare providing consumption and payment information in respect of the Service Unit to the landlord, property manager, developer, condominium corporation and/or the owner.
 22. The Customer shall provide written notice to Enercare, in accordance with the notice requirements set out in paragraph "20", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to Enercare at least 60 days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, Enercare will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Enercare to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by Enercare to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Enercare for the Services shall continue until Enercare has made a final reading and the final invoice is paid.
 23. This agreement may be terminated by Enercare by giving the Customer notice thereof, in which case Enercare may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph "22" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
 24. This agreement may be terminated by the Customer only in accordance with paragraph "22" of this agreement.
 25. The Customer hereby consents to Enercare, its affiliates or authorized service providers contacting them in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to the Customer. The Customer may, by giving Enercare sixty (60) days prior written notice, withdraw such consent. Enercare may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings and conservation measures to assist in reducing consumption and related costs.
 26. This agreement, including Enercare's Conditions of Service, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that Enercare may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law.
 27. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages in accordance with the terms of Enercare's Privacy Policy which is available at www.enercare.ca or can be obtained from any Enercare representative. Enercare agrees that any personal information provided by the Customer (or by the developer, condominium corporation or owner, as applicable, of the Premises in which the Service Unit is located) shall be subject to applicable laws and Enercare's Privacy Policy. The Customer agrees that Enercare may undertake a credit reference check of the Customer and Enercare agrees that the results thereof shall be handled by Enercare in accordance with the Privacy Policy and applicable laws. The Customer may contact Enercare's Privacy Officer to discuss any questions or concerns related to Enercare's Privacy Policy or how the Customer's information is being handled by contacting Enercare's Privacy Officer by: email at privacy@enercare.ca, telephone at 1-866-449-4423, fax at 416-649-1969, or mail at:
Enercare Connections Inc.
P.O. Box 4638, Station "A"
Toronto, ON M5W 5C7
Attention: Privacy Officer

CUSTOMER SIGNATURE *

This agreement is dated as of the _____ day
of _____, 20____.

X _____
Primary Account Holder's Signature

X _____
Secondary Account Holder's Signature

PRE-AUTHORIZED PAYMENT AGREEMENT

Please complete and return this form with a **void cheque** to Customer Care Centre by mail, fax or email.

Fields marked with an asterisk (*) are required.

The following pre-authorized payment agreement must be completed by the primary Enercare Connections account holder.

PART A: CUSTOMER INFORMATION				
Account Number*:		Type of Account*: <input type="checkbox"/> Personal <input type="checkbox"/> Business**		
Primary Account Holder: Mr Mrs Miss Ms (Please Circle)		First Name*:	Middle Name:	Last Name*:
Primary Phone:	Secondary Phone:		Email:	
Service Address*: Number, Street Name, Unit Number		City*:	Province*:	Postal Code*:
Mailing Address: (If different from above) Number, Street Name, Unit Number		City:	Province:	Postal Code:
PART B: BANKING INFORMATION				
Bank Account Holder: (Name on cheque must match Enercare's primary account holder who is financially responsible for the Enercare account) First Name*: Middle Name: Last Name*:				
Financial Institution*:		Financial Institution Number*: (3 digits)		
Transit (Branch Number)*: (5 digits)		Bank Account Number*: (7 or more digits)		
PART C: TERMS OF AGREEMENT				
<p>I authorize Enercare Connections Inc. and its affiliates and agents (collectively, Enercare) and the financial institution designated (or any other financial institution I may authorize at any time) to begin deductions, as per my instructions, for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Enercare Connections account(s). Regular monthly payments for the full amount of the Enercare monthly bill will be debited to my specified account on the due date indicated on the bill. Enercare will issue regular bills with a due date being 16 days after the bill creation date. Enercare will obtain my authorization for any other one-time or sporadic debits. This authority is to remain in effect until Enercare has received written notification from me of its change or termination. This notification must be received at least 30 days before the next debit is scheduled by email or by mail to the Customer Care Centre. I may obtain a form for a reimbursement claim, a sample cancellation form, or further information on my right to cancel a PAD Agreement, at my financial institution or by visiting www.cdnpay.ca.</p> <p>For business account customers, my signature is confirming that I have the authority to bind the corporation.</p> <p>Enercare may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least ten (10) days prior written notice to me. I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.</p>				
Authorized Signature for personal or business** accounts*:				Date*:

** I have the authority to bind the corporation.

Please complete and return this form with a **void cheque** to Enercare Connections Customer Care Centre by mail, fax or email.

Mail: Enercare Connections Inc.
Customer Care Centre
PO Box 4638, Station A
Toronto, ON, M5W 5C7
Fax: 1-416-649-1969
Email: connections.care@enercare.ca

The information collected on this form is for the sole purpose of providing our customers with sub-metering services and for the collection of our customer accounts. For a copy of the Enercare Privacy Policy, see our website or contact Customer Care at 1-866-449-4423.

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**FOR OFFICE USE ONLY**

CORP _____ UNIT _____

START DATE: _____

PRE-AUTHORIZED DEBIT (PAD) PLAN AGREEMENT**Unit Holder ("Payor") name and account number**

First and last name(s) of Unit Holder(s)		Telephone No.	Mobile No.
Unit Address (street, city, province, postal code)			Email Address(es):
Mailing Address (street, city, province)			
Financial Institution / Bank where account is located	Institution / Bank No.	Transit No.	Account No.

Condominium Corporation ("Payee") – Contact Information

Name of Condominium Corporation	c/o FirstService Residential Ontario 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, Canada L4W 4H2 Attn: Accounts Receivable Associate			Tel: 416.293.5900 Fax: 416.293.5904 Email: reception.on@fsresidential.com
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Withdrawal Authorization

I/we (if a legal person, herein represented by its duly authorized representative(s)), the undersigned, hereby authorize the Payee, _____, and the financial institution designated, to make pre-authorized debits (PAD) from my/our account with the aforementioned financial institution, on a monthly basis.

Each withdrawal will correspond to a fixed amount of CAD\$ _____, in payment of monthly common expense payments, which may be increased without any further authorization on my part, provided that the Payee (or its authorized representatives) notifies me/us in writing at least 10 days before the due date of the payment as modified for payments relating to Special Assessments and any other payments for the Unit number indicated above which are payable to the Payee, which together constitutes a ☐ personal / individual PAD **OR** ☐ business PAD (please check the appropriate box).

Waiver:

- ☐ I/we hereby waive the aforementioned written notice of 10 days.
☐ I/we have received a copy of this Agreement and waive all other confirmation before the first payment.

Change or Cancellation:

I/we undertake to inform the Payee in writing of any changes to this Agreement (including any change in the account information provided) at least 30 calendar days prior to the next due date of the PAD. I/we retain the right to revoke my/our authorization at any time, with a pre-notification of 30 calendar days to the Payee. To obtain a sample of the cancellation form or for more information on my/our right to cancel a PAD agreement, I/we may contact my financial institution or visit the Canadian Payments Association Web site at www.payments.ca.

Reimbursement

I/we have certain rights of recourse if a debit does not comply with the terms of this Agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or that is not compatible with the terms of this PAD Agreement. For more information on my/our rights of recourse, I/we may contact my financial institution or visit www.payments.ca.

Other Terms and Conditions:

I/we acknowledge that the terms and conditions set forth in Schedule A to this Pre-Authorized Debit (PAD) Agreement shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**PLEASE MAIL, FAX OR EMAIL THIS FORM TO
FIRSTSERVICE RESIDENTIAL ONTARIO:**

2645 Skymark Avenue, Suite 101
Mississauga, Ontario, Canada
L4W 4H2
FAX: 416.293.5904
EMAIL: reception.on@fsresidential.com
ATTENTION: ACCOUNTS RECEIVABLE

**IMPORTANT: PLEASE ATTACH A PERSONAL
CHEQUE MARKED "VOID" OR DIRECT DEPOSIT
FORM FROM THE FINANCIAL INSTITUTION TO
AVOID ERRORS IN TRANSCRIPTION.**

Signature of account holder(s)_____
Signature of account holder_____
Date (dd/mm/yyyy)_____
Signature of a second account holder
(only if two signatures are required)_____
Date (dd/mm/yyyy)

PRE-AUTHORIZED DEBIT (PAD) PLAN AGREEMENT

SCHEDULE A

TERMS & CONDITIONS

Authorization

I/we acknowledge that this Authorization is provided for the benefit of the Payee and financial institutions in consideration of financial institution agreeing to process debits against my/our account in accordance with the rules of the Canadian Payments Association. I/we warrant and guarantee that all persons whose signatures are required for the operation of the aforementioned account and to sign on this account have signed this agreement and authorization.

Consent to Disclosure of Information

I hereby consent to the disclosure of the information contained in this pre-authorized debt (PAD) agreement to the financial institution, provided such information is directly related to and required for the smooth application of the rules governing pre-authorized debits.

Validation by Financial Institution

I/we agree that the financial institution at which I/we maintain the account is not required to verify that any pre-authorized payment has been issued/debited in accordance with the particulars of my/our authorization including, but not limited to the amount. I/we acknowledge that the delivery of this authorization to the Payee constitutes delivery by me to the aforementioned financial institution.

Consequences of Revocation

Revocation of this authorization does not terminate any contract for goods or services that exists between myself/us and the Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

Disputes to Pre-Authorized Debit Payment

A pre-authorized debit payment may be disputed by a Payor under the following conditions:

- 1) The payment was not drawn in accordance with the Payor's Authorization;
- 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 any one or more of (1), (2) or (3) took place, must be completed and presented to the branch of the financial institution holding the Payor's account up to and including 90 calendar days in the case of a personal /individual PAD (or up to and including 10 business days in the case of a business PAD), after the date on which the PAD 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 PAD after (90 calendar days in the case of a personal / individual PAD or 10 business days in the case of a business PAD).

WELCOME PACKAGE





WELCOME TO TIME VILLAGE IN AURORA

INFORMATION FOR NEW RESIDENTS

First of all, we want to welcome you to your new home. **Time Village in Aurora** is a complex of 126 Town homes.

We are privileged that **Treasure Hill** has chosen **FirstService Residential** to manage the community affairs of **Time Village in Aurora**. We are North America's residential property management leader. We offer a True Full Service Approach to Property Management combining industry-leading expertise and best-in-class service with a local touch. Our company takes pride in being up to date and we continually take advantage of the latest effective management processes, technologies and software, allowing us the time to deal with our clients and residents promptly. Our services are centralized to ensure that our clients receive the experience of the FirstService Residential team. At **Time Village in Aurora**, you have a property manager available during business hours. Should you have an emergency after hours we have a live call in service to assist you.

Both new and experienced condominium homeowners can get overwhelmed by the documentation that they receive when they purchase their unit and the documents they receive from their lawyer at closing. We urge you to take the time to read those documents, as they are extremely important to your success as a condominium owner.

This welcome package has been designed to provide you with helpful information to get you more acquainted with the complex, better understand how things run and work, and the do's and don'ts within the **Time Village in Aurora** community. For your convenience the next page contains a list of telephone numbers for easy reference. Please take some time now to read through this package and get familiar with what property management will do on your behalf, details regarding the amenities, common area rules, policies and procedures, and taking care of some of the equipment in your suite. While we all hope they never occur we have provided you with information on how to deal with fire emergencies. Also attached are a number of forms for you to complete and return to Property Management.

The warranty section provides a comprehensive explanation of the Tarion Warranty Corporation and outlines the roles of customer service and property management with respect to the various warranties provided. All warranty and service requests must be made in writing in accordance with the Tarion Statutory Warranty submission process.

If you are an owner and leasing your unit, please pass along this information to your tenant along with a copy of the bylaws and rules to assist your tenant with living in their new accommodations. If you are a tenant please ask your landlord for a copy of the bylaws and rules.

We hope that the information enclosed will provide helpful, useful and enjoyable reading for you and we welcome you to your new home and community. If you have a question, just ask us, as we are here to assist you in making **Time Village in Aurora** an enjoyable place to live.

As Agents for and on behalf of **Time Village in Aurora**

A handwritten signature in blue ink, appearing to read "Paul Camm".

Paul Camm
Property Manager

A handwritten signature in black ink, appearing to read "Ada Clarke".

Ada Clarke, RCM
Exec. Regional Director

CONTACT INFORMATION:

FirstService Residential Management

Property Manager:	Paul W. Camm Tel. No. 416.847.7298 Email: paul.camm@fsresidential.com
Assistant Property Manager:	Catherine Di Febo Tel. No. 416.726.2867 Email: Catherine.difebo@fsresidential.com
Head office:	2645 Skymark Avenue Suite 101, Mississauga, ON L4W 4H2 Fax: 416.293.5904 Website: www.fsresidential.com
24/7 Resident Care Line:	1.855.244.8854
Address:	Time Village in Arora 100-600 Alex Gardner Circle, Aurora, Ontario
“Treasure Hill” Customer Service:	Eva Spizzieri Tel. No. 416.987.5500 ext 160 Email: evaspizzieri@treasurehill.com
Enercare Customer Care Hydro & Water Bills	Tel. No. 1.866.449.4423 Email: connections.care@enercare.com
Water Heater Rental	Simply Green Tel. No. 1.844.243.5533
Power Stream Aurora Hydro:	Tel: 905.727.4612 Website: www.powerstream.ca
Enbridge Gas	Tel. 1.888.492.5100
Emergencies – ambulance, fire & police:	Tel: 911
Canada Post:	Website: www.canadapost.ca
Bell:	Tel: 416.310.2355 Website: www.bell.ca (As Applicable)
Rogers:	Tel: 1.888.764.3771 Website: www.rogers.com
Go Transit:	Website: www.gotransit.com (As Applicable)
Tarion	Tel: 1.877.982.7466 Website: www.tarion.com Register with MyHome.Tarion.com and manage your warranty information.

1. PROPERTY MANAGEMENT

FIRSTSERVICE RESIDENTIAL has been retained to manage the complex. The Property Manager will deal with the day-to-day operations and condominium related concerns of the residents. Property Management is accountable to, and takes direction from the Condominium Corporation's Board of Directors and is directly responsible for the maintenance, appearance and upkeep of all the Common Elements throughout the complex. The Property Manager also carries out the supervision of any on-site cleaning/maintenance personnel and trade suppliers. If you experience any problems with the property or on-site personnel, please contact the Property Manager.

Your Property Manager is Paul W. Camm, and may be reached by phone at 416.847.7298, or by email: paul.camm@fsresidential.com. The Assistant Property Manager is Catherine Di Febo and may be reached by phone at 416.726.2867 or by email: Catherine.difebo@fsresidential.com.

If you have an emergency after regular business hours and require Management personnel, please contact the FirstService Residential 24/7 Resident Care line at **1.855.244.8854** and follow the instructions. The operator will know how to contact the on call manager. For all general emergencies, please contact 911 directly.

2. RESIDENT INFORMATION

It is imperative for your safety and security that anyone who has not yet done so completes a **Resident Information Form**, which supplies pertinent information to your Property Manager. It is also important that this information be kept current. **It is also required by law under the Condominium Act 1998- Reg 49.01. Without this information, your tenant may not have access to visitor parking or other privileges. For your convenience we have attached a form to this handout.** We respectfully request that you complete it and return it to Management at your earliest convenience. **Please rest assured that all Resident Information is held in the strictest confidence.**

3. TENANT INFORMATION - SUMMARY OF LEASE OR RENEWAL

It is also important that you fill out a Summary of Lease or Renewal form for every tenant that resides in your home. This information is imperative for the safety and security of your home in the event we need to contact your tenant for emergency purposes. For your convenience we have attached a form to this handout

4. TELEPHONE NUMBERS

Whom to call:

Property Management Monday to Friday from 9:00 a.m. to 4:30 p.m. (except public holidays) for questions, problems, clarification, etc. please contact the Property Manager at phone: 416.847.7298 or the Assistant Property Manager at 416.726.2867.

Emergencies after business hours, call the 24/7 Resident Care number **1.855.244.8854** and the operator will contact Property Management or the appropriate party.

Your own repair person: Following Registration, for anything within your suite that is not covered under the Tarion warranty or part of the common areas or connected to a shared system – if unclear, please speak to the Property Manager.

In-Suite Deficiencies: The Customer Care representative can be reached via email: evaspizzieri@treasurehill.com or by telephone at: 416.987.5500 ext 160. Your concerns must be put in writing.

TARION: Please contact TARION, the Ontario new home warranty program at website: www.tarion.com
Tel: 1.877.Tarion Fax: 1.877.664.9710. You may register with MyHome.Tarion.com and manage all of your warranty information in one secure place to avoid any delays.

5. **BOARD OF DIRECTORS**

The Board of Directors is responsible for looking after the affairs of the Corporation and enforcing the Declaration, By-laws and Rules (the governing documents, along with the Condominium Act). The Board will be elected at the Turnover Meeting held on Wednesday March 20, 2019.

To contact the Board of Directors, please send all communication via Property Management.

6. **VISITORS AND VISITORS' PARKING**

There are 17 visitor parking spaces located throughout the community. Owners/Residents are not permitted to park in the designated visitor parking spaces.

Nightly parking violation patrols may be in effect to ensure compliance with rules. Non-compliance will result in vehicles being tagged with parking tickets or towed at the owner's expense. These parking tickets are issued under authority of the Municipality of Richmond Hill.

7. **COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)**

Upon registration of the Condominium Corporation and final closing of your unit you will be advised by your lawyer to make arrangements for payment of the Common Element Assessment Fees. Common Expense Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners should complete the **pre-authorized debit** form supplied by your lawyer and submit to the FirstService Residential office. Instructions for use are on the form.

The Corporation will charge an owner an administration fee of \$25.00 for any returned cheques or pre-authorized debits. Pre-authorized debits are cancelled if an owner's payment is returned twice in a row. The owner is then responsible for providing guaranteed funds (certified cheque or money order) for the next six-month period to re-establish a good credit rating. At that time, the pre-authorized debit will be reinstated. Two weeks notice, prior to the first of the month, is required to start or stop a pre-authorized debit from a bank account.

When an owner fails to make their CEA payment the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for Common Element Assessment fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common expenses and interest, but also "all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount". The Corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the lien. The cost to send this notice, currently \$150 plus HST is charged to the defaulting owner. There is also an Administration fee of \$ 250/- to transfer the file to the lawyer. To avoid any charges please make your payments as required.

8. **METERS FOR UTILITIES**

Hydro-electricity will be provided to each suite on a separate meter directly from Enercare.

All owners must submit a Connection Agreement Form directly to Enercare at the time of their closing date. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the owner directly to Enercare.

Each unit sale and transfer of ownership must be identified to Enercare to be sure the seller pays up to the transfer date only and the Purchaser pays after the transfer date. Please make sure the Enrollment Form is completed by the new Owner and sent to Enercare to identify the transfer date. Please advise the Purchaser that a deposit may be collected on the initial billing. The Security Deposit will be held for one year of good payment history, and then returned to the account as a credit, at the Owner's request, with interest. An initial standard enrollment fee (a one-time charge) will also be charged on the first invoice.

The cost of all water is bulk-metered (included in Condo fees) and gas consumed is separate through Enercare.

9. **COMMUNICATION**

The majority of communication including emergency and helpful information will be via mass email. These are also available to your tenants. It is imperative that we be kept informed of your email address.

10. **MAIL DELIVERY**

There is a central pick-up box located at the north end of the community in the visitor's parking area.

11. **GARBAGE/RECYCLING**

All garbage must be placed in the open garbage bins located in the garbage rooms in the underground garage. Two bins are provided, one for recycling and one for garbage which includes organics. No garbage is to be placed by the outdoor compound or on top or beside any locked garbage bins. These are extra bins that are locked and not to be used.

Important:

All garbage should be in securely tied green garbage bags. Putting loose garbage into the bins or in improper bags, will result in odor, bugs and increased maintenance costs.

Recycling:

All cardboard boxes must be broken down first. The Town will not pick them up, otherwise and you will pay the increased maintenance costs.

12. **PARKING GARAGE**

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking units. **Parking units are for vehicles only and are not to be used for storage of any other articles.** Items left in the garage will be removed and may be discarded without notice.

13. **ELECTRICAL**

Electrical Failure: Each breaker is identified for its general purpose. In the case of electrical failure, first check this panel for a "tripped" breaker in the "off" position. To reset, push the breaker all the way "off" and then "on". Please Note: have a qualified Electrician perform any electrical work.



Note

Do not overload electrical outlets or run extension cords;
Electrical warranty is null and void if electrical modifications are done.

14. **WATER SHUT OFF VALVES**

Your water shut off valves are generally located in the vanity cabinet of your bathroom or kitchen. Please familiarize yourself with the location of these shut off valves. Ensure that these shut off valves are always accessible. If you are doing any plumbing modifications please remember that PVC piping is not permitted.

Property Management should be consulted before any plumbing modifications are completed.



15. **INSURANCE**

The Corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: \$1,000,000 liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage.

The home owner may be held responsible for the Corporation's deductible. Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage.

We suggest that after settling in you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value. Pictures say a thousand words. All tenants must have a full tenant insurance package including relocation coverage. Owners are still required to maintain full insurance coverage at all times.

16. **PETS**

Pet owners are not allowed to walk their pets unleashed anywhere upon the common elements. Pet owners must walk their pets somewhere other than the Condominium property and **we ask that you please clean up after them.**

17. **EMERGENCY PROCEDURES**

For ambulance, police and fire department: call 911

When calling outside services, use the appropriate address:

100-600 Alex Gardner Circle, Aurora, Ontario

(Main Intersection) Yonge and Wellington – Entrance off of Machell Ave.

18. **FIRE HAZARD**

In order to avoid hazards in the unit, occupants are advised:

- Do not store propane, gasoline or any other combustible material in your unit or on your balcony.
- Do not put burning materials, such as cigarettes and ashes into garbage chutes.
- Do not dispose of flammable liquids in the garbage bins.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

To operate a Fire Extinguisher – remember the word “PASS”

- | | | |
|----------|---|---|
| P | - | Pull the safety pin out; |
| A | - | Aim the fire extinguisher nozzle at the base of the fire; |
| S | - | Squeeze the trigger; |
| S | - | Sweep back and forth at the base of the fire until the fire is out. |

Create a Disaster Plan

- Meet with your family and discuss why you need to prepare for disaster. Explain the dangers of fire, severe weather and earthquakes to children. Plan to share responsibilities and work together as a team.
- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.

- Pick two places to meet:
 1. Right outside your building such as a visitor's parking lot, in case of a sudden emergency, like a fire.
 2. Some other known place in case you can't return to your home. Everyone must know the address and phone number.
- Ask an out-of-province friend to be your *family contact* after a disaster. It's often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.
- Discuss what to do in an evacuation. Plan how to care for your pets.

Complete This Checklist

- Post emergency telephone numbers by your phones (fire, police, ambulance, etc.) or in your contact list.
- Teach children how and when to call 9.1.1.
- Teach each family member how to use the fire extinguisher (ABC type) and show them where it's kept.
- Show responsible family member how to turn off water, gas and electricity at the main switches.
- Conduct a home hazard hunt. During a disaster, ordinary objects in your home can cause injury or damage. Anything that can move, fall, break or cause a fire is a home hazard. For example, a lamp or a bookshelf can fall. Inspect your home at least once a year and fix potential hazards. *Contact your local fire department to learn about home fire hazards.*
- Stock emergency supplies and assemble a Disaster Supplies Kit.
- Take a Red Cross first aid and CPR class.
- Find the safe spots in your suite for each type of disaster.
- Check if you have adequate insurance coverage.

TARION (O.N.H.W.P.) Warranty Information

Tarion is an independent not for profit corporation; a regulatory body that oversees and licenses all new home builders in Ontario, ensuring that all new home buyers receive the benefits and protection of their Builder's Warranty in accordance to the Ontario New Home Warranties Plan Act.

One Year Warranty Protection

The builder warrants, for one year from the date of possession, that the home is free from defects in workmanship and materials, is fit to live in and meets the Ontario Building Code requirements. Homeowners are responsible for notifying both the builder and ONHWP in writing of any defects **before the end of the first year**. If ONHWP does not receive notice in writing within the warranty period, the claim cannot be allowed.

Builders will pass on to you any warranties given by manufactures, suppliers and subcontractors that extend beyond the first year. In these cases, you should make any claims directly to the manufacturer or distributor.

- | | |
|------------------|--|
| • Walls/Ceilings | Repairs to shrinkage cracks due to settling and corner bead splits will be done as a courtesy only once within the one-year period. Repair will not include repainting or replacing upgrades. |
| • Electrical | Defects in materials or installation to wiring, light switches, duplex outlets, electrical panel and breakers are covered by this warranty. The addition of breakers or circuits or any alterations to the electrical system by the Homeowner voids this warranty item. |
| • Plumbing | Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves. Finishes on plumbing fixtures or faucets are covered by the manufacturer's warranty where applicable. Plumbing blockages caused by Homeowners are not applicable under this warranty. The satisfactory operation of the faucets is covered under the manufacturer's warranty where an extended warranty applies. |

- Doors Warped or ill-fitting interior doors (except closet sliders and cabinet doors). Normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.
- Ventilation Performance of kitchen/stove hood fan and bathroom fan(s),
Fans provided the fans/filters have been kept free of grease and dirt build-up.
- Appliances Manufacturer's warranty. Deal with the manufacturer directly.

Common Elements and Exclusive Use Common Elements

Common Elements (as defined by the Declaration and Description) are not covered under individual home warranty. Where applicable, the Common Elements are covered under the Ontario New Home Warranty Program, separately. These issues should be addressed to the Board of Directors, via Property Management and copied to your Customer Service Representative.

Two Year Warranty Protection

For homes enrolled on or after January 1, 1991 the Builder warrants for two years against:

- Water seepage through the basement or foundation walls (in condominiums, this protection includes all below-ground areas such as parking garages).
- Defects in materials and work including, caulking windows and doors so that the building envelope prevents water penetration.
- Defects in materials and workmanship in the distribution systems (plumbing, electrical, heating).
- Defects in materials and work, which result in the detachment, displacement or deterioration of exterior cladding leading to detachment or serious deterioration.
- Violations of the Ontario Building Code's health and safety provisions.

Seven Year Warranty Protection

Major Structural Defects

Any defect in materials or work that results in the failure of a load-bearing part of the structure or that significantly and adversely affects your use of the building as a home are covered for a period of seven years.

Transferability

New Homeowners in Ontario benefit from comprehensive warranty coverage, which takes effect from the date of possession and remains in effect if the house or condominium is sold before the end of the warranty period.

Limitations

This warranty and the obligations hereunder, are strictly limited to those repairs and time periods expressly set forth, and no other responsibility or obligation is to be inferred or implied. In any event, we shall not be responsible for any indirect, secondary or consequential damage which may be attributable to defects to which repair obligations apply, including, without limitation to, damage to the property of the owner or other chattels or other improvements made by anyone other than an authorized representative of the developer. This warranty shall not be in any way altered or tampered with by any person other than an authorized Representative.

What's Not Covered

Knowing what's not covered by your warranty is just as important as knowing what is. New Homebuyers should become familiar with what's not covered under warranty protection:

- Defects in materials, design and work supplied or installed by the Homeowner/Purchaser, e.g., cabinets, flooring, and painting.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, Homeowner's insurance covers secondary damage.
- Normal wear and tear.

- Normal shrinkage of materials that dry out after construction.
- Damage resulting from improper maintenance or Homeowner negligence. For example, dampness or condensation caused by Homeowners failing to maintain proper ventilation levels.
- Alterations or additions made by the Homeowner.
- Settling soil around the building or along utility lines.
- Damage caused by Homeowners, tenants and guests.
- Damage from insects or rodents, unless construction does not meet the Ontario Building Code.
- Damage beyond the Homeowner's control, e.g., floods, acts of God, wars, riots and vandalism.
- Damage caused by municipal services and other utilities.
- Surface defects in work and materials noted in writing and accepted by the Homeowner at the time of possession.
- Homes that have been lived in or rented prior to sale.
- Homes purchased from a receiver or trustee may not have warranty coverage.

Customer Service by the Developer

Treasure Hill is committed to providing you, the Homeowner, with the best product and service. The role of Customer Care is to assist and coordinate any outstanding service issues and concerns you may have pertaining to workmanship and materials.

Procedures for Warranty Service:

This step details when the Homeowner is allowed to make a warranty service request. At any time during the first 30 days after the date of possession, the Homeowner must use Tarion's 30-Day Form in which they can request the repair of any item, which appeared on the PDI Form, as well as any new items. Any time during the last 30 days of the first year of possession, the Homeowner is entitled to submit a single Year-End Form outlining any additional defects. If you submit more than one form, the items listed on the Year-End Form will replace all of the items on any previous Year-End Form.

Common Element Issues

Home owners who experience Common Element problems should write to the Board of Directors via the Property Manager and should copy the Customer Service Representative. This will ensure a coordinated approach to resolve these issues.

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

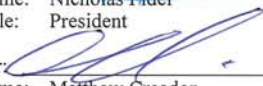
York Region Standard Condominium Corporation No. 1392 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 1 attached as Schedule "A" is a true copy of the By-law.
2. The By-law 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 28th day of November, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BY-LAW NO. ONE

BE IT ENACTED as a by-law of York Region Standard Condominium Corporation No. 1392 (hereinafter referred to as the "**Corporation**") as follows:

ARTICLE I - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

ARTICLE II - SEAL

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

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
 - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;
 - (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
 - (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
 - (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;

- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1. Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;

- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
 - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in

respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

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

5.2 The First Annual General Meeting:

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 Special Meetings:

The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the board shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting

shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by a poll only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken by: 1) marked on a ballot cast personally by an owner or by a proxy; 2) marked on an instrument appointing a proxy; 3) marked by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (the "E-Voting System"); or 4) in such other manner as the chairperson shall direct. The E-Voting System shall be subject to the following terms and conditions:

- (a) Votes cast through the E-Voting System shall be deemed a ballot (an "E-Ballot") for the purpose of any vote conducted at the meeting at which the E-Ballot was cast;
- (b) The E-Voting System shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote in favour or against each question and/or in favour of each candidate for election to the board of directors;
- (c) An E-Ballot is valid only for one meeting of the owners and expires automatically after the completion of the meeting of owners;
- (d) Only an owner may cast an E-Ballot and the E-Voting System shall not authorize another person to cast a vote on behalf of an owner;
- (e) In advance of an E-Ballot being cast, the E-Voting System shall authenticate an owner's identity;
- (f) The E-Voting System shall authenticate the validity of each E-Ballot to ensure that the E-Ballot is not altered or otherwise compromised in transit;
- (g) The E-Voting System shall separate any authentication or identifying information of an owner from the E-Ballot, rendering it impossible to trace an E-Ballot to a specific owner;
- (h) The E-Voting System shall produce an electronic receipt for each owner who casts an E-Ballot, which shall include the specific vote cast and the date and time of submission (the "Receipt"). The E-Voting System shall retain an electronic record of the time and date an owner casts the E-Ballot;
- (i) An electronic report automatically generated by the E-Voting System which tabulates votes may be relied upon and counted by the scrutineers and/or chairperson at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners at the meeting of owners (the "Electronic Voting Record");
- (j) The Receipt and Electronic Voting Record shall be deemed to be a ballot for the purpose of the Corporation's obligation to maintain records in accordance with the Act; and
- (k) An E-Ballot shall be counted towards quorum as if an owner were present at the meeting.

5.10 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article V shall apply.

5.11 Co-Owners:

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

5.12 Votes to Govern:

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 Entitlement to Vote:

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

5.14 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing, and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

The number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

6.3 Qualifications:

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

- (a) the person must be eighteen (18) years of age or older;

- (b) the person shall be an owner of a Residential Unit or shall permanently reside with an owner of a Residential Unit;
- (c) the person shall be capable of managing property within the meaning of *Substitute Decisions Act, 1982*, S.O. 1992, c. 30, as amended (the "*Substitute Decisions Act, 1992*");
- (d) the person shall not have a lien for common expenses registered against his/her Residential Unit;
- (e) only one (1) person per Residential Unit can be a member of the Board;
- (f) the person shall not be an employee of the Corporation;
- (g) a person who is nominated, elected or appointed a director is not a director unless:
 - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
 - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

6.4 Disqualification:

A person immediately ceases to be a director if:

- (a) the person is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
- (b) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien;
- (c) the director misses three (3) consecutive Board meetings or a total of five (5) meetings in any year commencing at the date of the annual general meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably; or
- (d) the director no longer meets the qualifications set out in Article 6.3.

6.5 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.

- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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

6.8 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 given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

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

6.10 First Meeting of New Board:

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against

him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and

- b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities, costs, charges and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the board may from time to time determine.

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

6.16 Consent of Director at Meeting: A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- a) requests that his or her dissent is entered in the minutes of the meeting; or
- b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

6.17 Deemed Consent of a Director: A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and

- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

7.2 Other Elections and Appointments:

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

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

7.6 General Manager:

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

7.7 Secretary:

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

7.8 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 shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board whenever required of him/her an account of all his/her 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.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.10 Agents and Attorneys:

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

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time

establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. 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. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

8.3 No Seal

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

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

ARTICLE X - NOTICE

10.1 Method of Giving Notices

Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:

- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
 - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered 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;

10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

10.3 Omissions and Errors

Except as may otherwise be provided in accordance with 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

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate, the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds, may be assessed at any time during the year by the board serving notice of such assessment on all owners, as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by

each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such instalments as the board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element him/herself, the board of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the

procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 Gender:

The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

14.3 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.

14.4 Headings:

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

14.5 Alterations:

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

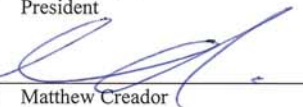
14.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

DATED at Vaughan, this 28th day of November, 2018.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

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

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

ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or

protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Notice and Report:

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

Settlement:

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

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


York Region Standard Condominium Corporation No. 1392 (known as the "**Corporation**") certifies that:

1. The copy of By-law No. 2 attached as Schedule "A" is a true copy of the By-law.
2. The By-law 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 28th day of November, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BYLAW NO. TWO

A By-law respecting the borrowing of money.

BE IT ENACTED as a By-law of YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392 (hereinafter referred to as the "Corporation") as follows:

The Directors of the Corporation may from time to time:

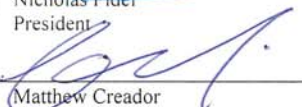
- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid accounts receivable, rights, powers, franchises and undertakings to secure any such securities or any money 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) that any borrowing which would result in total borrowing aggregating more than TWENTY THOUSAND DOLLARS (\$20,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the members of the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392 hereby enacts the foregoing by-law, having been duly approved by the directors of the Corporation and confirmed without variation by owners of a majority of the units of the Corporation who have voted in favour of confirming the foregoing by-law without amendment, pursuant to the provisions of the Condominium Act, 1998.

DATED at Concord, this 28th day of November, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

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. 1392 (known as the "**Corporation**")
certifies that:

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

DATED this 28th day of November, 2018.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BY-LAW NO. 3

WHEREAS Navelli Dwellings Inc. (the "**Declarant**") granted the following easements registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as follows:

1. Transfer of Easement in favour of Rogers Communications Inc. registered as Instrument No. YR2696273 on July 4, 2017; and
2. Transfer of Easement in favour of Enbridge Gas Distribution Inc. registered as Instrument No. YR2744871 on October 13, 2017;

(collectively, the "**Easements**");

AND WHEREAS York Region Standard Condominium Corporation No. 1392 (the "**Corporation**") has agreed to assume the obligations and liabilities of the Declarant as it relates to the lands comprising the Corporation and the obligations of the Declarant as set out in the Easements, as same may be amended from time to time.

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

1. The Corporation assumes the obligations of the Declarant in the Easements and any amendments thereto, insofar as same relate to the lands comprising the Corporation, and enters into an Assumption Agreement substantially in the form annexed hereto as Schedule "1" (the "**Assumption Agreement**") to formally assume all of the terms, provisions, benefits and obligations of the Declarant with respect to the Corporation's lands.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Agreement including all covenants and obligations of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. The President, Vice-President or Secretary/Treasurer be and is hereby authorized to execute on behalf of the Corporation, the Assumption Agreement, together with all other and further documents or assurances as may be necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 3 of the Corporation.

DATED this 28th day of November, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

**SCHEDULE "1" TO BY-LAW NO. 3
ASSUMPTION AGREEMENT**

THIS AGREEMENT made the 28th day of November, 2018.

BETWEEN:

NAVELLI DWELLINGS INC.
(hereinafter called "**Declarant**")

OF THE FIRST PART:

- and -

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO.
1392**
(hereinafter called "**Condominium Corporation**")

OF THE SECOND PART.

WHEREAS the Declarant granted the following easements registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) as follows:

1. Transfer Easement in favour of Rogers Communications Inc. registered as Instrument No. YR2696273 on July 4, 2017; and
2. Transfer Easement in favour of Enbridge Gas Distribution Inc. registered as Instrument No. YR2744871 on October 13, 2017;

(collectively, the "**Easements**");

AND WHEREAS York Region Standard Condominium Corporation No. 1392 (the "**Corporation**") has agreed to assume the obligations and liabilities of the Declarant as it relates to the lands comprising the Corporation and the obligations of the Declarant as set out in the Easements, as same may be amended from time to time;

NOW THEREFORE WITNESSETH that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Easements on the part of the Declarant as it pertains to the lands of the Condominium Corporation and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm same.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, duly attested to by their respective proper signing officers.

NAVELLI DWELLINGS INC.

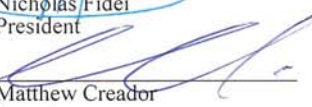
Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Luigi Baglione
Title: Authorized Signing Officer

We have the authority to bind the Corporation.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

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

York Region Standard Condominium Corporation No. 1392 (known as the "**Corporation**")
certifies that:

1. The copy of By-law No. 4 attached as Schedule "A" is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 28th day of November, 2018.

**YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1392**

Per: 

Name: Nicholas Fidei

Title: President

Per: 

Name: Matthew Creador

Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "A"

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BY-LAW NO. 4

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1392 (the "**Corporation**") as follows:

The Directors of the Corporation shall cause the Corporation to enter into an agreement substantially in the form annexed hereto as Schedule "1" (the "**Agreement**") with **NAVELLI DWELLINGS INC.** (the "**Declarant**") that shall provide that:

- (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;
- (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Condominium and the Building shall be through the process established for and administered by Tarion Warranty Corporation;
- (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement;
- (e) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant; and
- (f) the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.
- (g) the Agreement shall be substantially in the form annexed hereto, or as may be amended by the Declarant and the Corporation my mutual agreement.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392 hereby enacts the foregoing by-law, having been duly approved by the directors of the Corporation and confirmed without variation by owners of a majority of the units of the Corporation who have voted in favour of confirming the foregoing by-law without amendment, pursuant to the provisions of the Condominium Act, 1998.

DATED as of this 28th day of November, 2018.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

SCHEDULE "1"
WARRANTY AGREEMENT

THIS AGREEMENT MADE on the 28th day of November, 2018.

BETWEEN:

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

(the "Corporation")

OF THE FIRST PART

- and -

NAVELLI DWELLINGS INC.

(the "Declarant")

OF THE SECOND PART

WHEREAS the Declarant has created a Corporation pursuant to the Condominium Act, R.S.O. 1990 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of York Region as Instrument No. YR2898992 on November 19, 2018, relating to the land and any interest appurtenant to the land described in the Description, in the Town of Aurora, in the Regional Municipality of York (the "Property");

AND WHEREAS the Corporation has agreed to enter into an Agreement with the Declarant with respect to any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium or the Building, in accordance with the terms and conditions of this Agreement;


NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree as follows:

1. The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act or the Tarion Warranty Program (the "TWP").
2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the Building shall be through the process established and administered under the TWP.
3. The Corporation and the Declarant hereby appoint and constitute TWP as the sole and final arbiter of the matters set out in Section 2 above.
4. The Corporation agrees to indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.
5. The Corporation acknowledges and agrees that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium or the Building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited in Sections 1 to 4 of this Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. This acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant.

6. This Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.
7. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
8. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of anyone or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all of the other provisions of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the 28th day of November, 2018.


NAVELLI DWELLINGS INC.

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Luigi Baglione
Title: Authorized Signing Officer

We have the authority to bind the Corporation.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Per: 
Name: Nicholas Fidei
Title: President

Per: 
Name: Matthew Creador
Title: Secretary

We have the authority to bind the Corporation.

TIME

RULES

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

RULES

The following Rules made pursuant to the *Condominium Act* 1998, S.O. 1998, C.19 (the "**Act**") shall be observed by all owners (collectively, the "**Owners**" and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "**Corporation**") against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units;
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents;
- (c) 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 in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation is permitted to be on or about the Common Elements. In addition, attack dogs shall not be allowed in any Unit.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours 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 or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- (c) Firecrackers or other fireworks are not permitted in any unit or on the common elements;
- (d) Any repairs to the units or common elements shall be made only during reasonable hours.

3. **SECURITY**

- (a) Residents 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 be made available to anyone other than an Owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner or occupant.
- (e) No Owner or occupant 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.
- (f) 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 on the property.

4. **SAFETY**

- (a) No storage of any hazardous 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 or transported through the Units;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (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 or outdoors, save and except barbecues are permitted on the patios and balconies provided that the barbecues are electric or only use natural gas (**not propane**) and the patio/balcony has been equipped with a natural gas line with a "quick disconnect" for barbeque use;
- (g) No Owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on 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) No rollerblades, roller-skates, or skateboards shall be permitted to be used in the Common Elements;

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 sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Residential Units or common elements, whatsoever;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows, patios or rear yards or terraces without the prior written consent of the Board;
- (d) No equipment shall be removed from the common elements by, or on behalf of, any Owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (g) Any physical damage to the common elements caused by an Owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant;
- (h) 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;
- (i) No building or structure including but not limited to playground equipment 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;
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the Owner of said pet shall, within two (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.

6. RESIDENTIAL UNITS

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (b) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration (including the installation of satellite dishes) in or to his unit without the prior consent of the Board, which said consent may be arbitrarily withheld;
- (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.
- (f) All shades or other window coverings shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building;
- (g) Each Residential Unit within the Condominium shall be used and occupied solely as a single family residential dwelling.

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, recyclable, refuse or garbage, except as designated by the Corporation. Recycling of refuse is required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the municipality.
- (b) Occupants will be required to place their refuse and recycling materials in the appropriate bins located within the designated refuse/recycling drop off location located on Level A of the Condominium.
- (c) Debris, recycling, refuse and garbage collection shall occur on days designated by the Board or the Corporation's manager as garbage pick-up days. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight.

8. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply with Section 83 of the Act, any person or persons intending to reside in the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within rules and with the Act.
- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the Owner shall notify the Corporation in writing that the unit is no longer rented;
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (e) No Owner shall allow his tenant to sublet his unit to another tenant;

- (f) All Owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor;
- (g) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the common elements;
- (h) The Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. **PARKING**

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, including without limitation, station wagons, compact vans, sport utility vehicles (SUV), pickup trucks, or motorcycles as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 2.00 metres.

- (a) Save and except for motor vehicles in the designated visitors parking, no vehicles, equipment, machinery, or motor vehicles shall be parked or left on any part of the Common Elements.
- (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) Residents are prohibited from parking their personal use vehicles in the Visitor's Parking areas at any time.
- (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 twenty-four (24) 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 whosoever 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 on the common elements.
- (n) For those Parking Units that also have been designed for storage of goods, all stored articles must be stored in compliance fire regulations.
- (o) 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 Parking Unit.

10. BALCONY/TERRACE/PATIO AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any balcony, terrace, patio or exclusive use area.
- (b) Balconies, terraces, patios and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies, terraces, patios and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace, patios or exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace, patios 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, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, terraces, patios 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.
- (f) No hot tubs, whirlpools, spas and/or devices of this nature, as determined by the Board, shall be placed on any roof top terraces, patios and/or balconies whether or not same is an exclusive use area.

11. 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 Condominium 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 Owners 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 unit 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 unit 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 unit Owner in the same manner as common expenses.

SCHEDULE 1

Tenant Information Form

York Region Standard Condominium Corporation No. _____

Unit _____, Level _____

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: _____ years

Commencement Date:

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults _____, Children _____, Total _____

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at _____ this _____ day of _____, 200____.

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

York Region Standard Condominium Corporation No. ____

I/WE, _____, the undersigned, as tenant(s) of Unit __, Level ____, (the "Unit"), according to York Region Standard Condominium Plan No. ____, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/we shall comply with the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said York Region Standard Condominium Corporation No. ____ (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of _____ persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at _____ this _____ day of _____, 200__.

Tenant's Signature

Tenant's Signature

OFFICE SCHEDULE



DECLARATION

CONDOMINIUM ACT, 1998

YORK REGION STANDARD CONDOMINIUM PLAN NO. 1392

NEW PROPERTY IDENTIFIER'S BLOCK 29923

RECENTLY : 03637-0769 AND 03637-0775

DECLARANT : NAVELLI DWELLINGS INC.

SOLICITOR : LARRY FISCHER

ADDRESS: SUITE 700

40 SHEPPARD AVENUE WEST

TORONTO, ONTARIO

M2N 6K9

PHONE: 416-225-9400

FAX: 416-225-4805

No. OF UNITS 263

FEES : \$75.15 + (\$5.00 x (number of unit) = 1390.15

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

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

**ARTICLE I.
INTRODUCTORY**

1.1 Definitions

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

- a. "**Board**" means the Corporation's Board of Directors;
- b. "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- c. "**Common Elements**" means all the Property except the Units;
- d. "**Corporation**" means the Condominium Corporation created by the registration of this Declaration;
- e. "**Owner**" means the owner or owners of the freehold estate(s) in a unit, but does not include a mortgagee unless in possession;
- f. "**Parking Unit**" means 5 units on Level A;
- g. "**Parking/Storage Units**" means 132 Units on Level A;
- h. "**Residential Units**" means Units 1 to 63 inclusive on Levels 1 and 2;
- i. "**Rules**" means the rules passed by the Board;
- j. "**Units**" means all portions of the condominium designated as a unit, collectively, as the context may require;

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule "B" attached hereto.

1.5 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 and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that:

- (a) each Residential Unit *shall include all building structures within the boundaries of the unit as well as* all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus and appurtenant equipment attached thereto, heating and/or air-conditioning equipment as well as any other branch piping to and including the shut off valves, which provides services to that particular unit only.
- (b) each Residential Unit *shall exclude* all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus that lie within the boundaries of any particular Unit as hereinbefore set out which supply service or support to another unit(s) or the Common Elements.
- (c) Each Parking/Storage Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking/Storage Units), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking/Storage Units, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Parking/Storage Units.
- (d) Each Parking Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Units), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Units, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Parking Units

1.6 Common Interest and Common Expenses

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

proportion set forth opposite each Unit number in Schedules "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o First Service Residential, 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R3 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential, 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R3. The Corporation's municipal address is 15278 Yonge Street, Aurora, Ontario.

1.8 Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9 Architect/Engineer Certificates

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

ARTICLE II. COMMON EXPENSES

2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2 Payment of Common Expenses

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

(b) Hydro and Water:

- (i) The Corporation shall contract for the purchase of electricity and/or water from the appropriate local distribution company or with an independent utility retailing company arranged for by the Declarant. Where not separately metered, electricity and/or water consumption in each Owner's Residential Unit shall be measured and invoiced by a sub-metering system installed and operated by a third party supplier (the "Supplier") arranged for by the Declarant.
- (ii) Each Owner shall receive and be responsible for, payment of the invoice with respect to the electricity consumption and/or water consumption for his/her Residential Unit. The Owner shall remit payment to the Supplier for electricity and/or water consumption, equipment and administrative

fees, separate from any other obligations the Owner has with respect to payment of Common Expenses as an Owner within the Condominium.

- (iii) Any monies owing with respect to invoices for hydro consumption, water consumption and/or fees which are not paid to the Supplier by the Owner according to the terms of the invoice, may be paid by the Corporation and may thereupon be a debt owed by the Owner of the Residential 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 Supplier shall be made in such manner and with such frequency as determined by the Supplier from time to time acting reasonably.
- (iv) As a condition of being supplied or continuing to be supplied with electricity and/or water, the Corporation and/or Supplier has the right to perform a credit check on an Owner, as well as to require an Owner to maintain a deposit with the Supplier. The Supplier is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity and/or water.
- (v) Notwithstanding any other provisions of this Declaration, the Owner authorizes entry to Units and the Common Elements by the Supplier or its subcontractors from time to time, as deemed necessary by the Supplier for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Supplier shall be entitled, subject to complying with all other laws and regulations, to stop the supply of electricity and/or water to any Residential Unit where payments owing for same are in arrears.
- (vii) The Corporation will, at the request of the Declarant, enter into or assume an electricity and/or water Sub-metering Agreement with the Supplier and will be responsible to pay all electricity and water related to the Common Elements.

2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may

be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer 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.

ARTICLE III. COMMON ELEMENTS

3.1 Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (ii) is likely to damage the Property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (iii) will unreasonably interfere with the use and enjoyment by the other Owners of Common Elements and/or their respective Unit;
- (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.
- (v) may interfere with or impede the ability of the Manager to perform his/her duties.
- (vi) violates any municipal by-law, law, rule, ordinance.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-Law and/or the Rules.

3.2 Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of: (i) the Owner's exclusive use Common Elements, including any planters installed thereon by the Declarant; (ii) any other part of the Common Elements; (iii) any other Unit, or; (iv) any other part of the Condominium.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time;

- (b) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

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

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

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

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

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

3.5 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium, from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (c) the Declarant and its authorized agents, representatives and/or invitees shall together have the right to use visitor parking spaces to be designated by the Declarant in its sole discretion, without any charge to the Declarant for the use of same, for the purposes of implementing, operating and/or administering the

Declarant's marketing, sale, construction and/or customer service program(s) with respect to the Condominium, from time to time; and

- (d) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance or a danger to the residents of the Corporation is permitted to be on or about the Common Elements.

3.7 Visitor Parking

The parking spaces located on Level 1 and Level A and designated as visitor parking on the Description shall form part of the Common Elements and shall be for use by visitors to the owners/occupiers of Residential Units. There shall be no charge or fee for the use of these parking spaces. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to owners/occupiers of Residential Units for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. Provided that the Declarant, its sales personnel, invitees, prospective purchasers and workmen may park motor vehicles upon the visitor parking spaces until such time as all Units in the Property are sold and conveyed by the Declarant.

ARTICLE IV. UNITS

4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully

reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his/her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

- (b) Each Owner shall comply, and shall require all members of his/her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his/her Unit to comply with the Act, the Declaration, the by-laws, and all agreements authorized by by-law and the rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except if same was originally provided by the Declarant, or with the prior written consent of the Board, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except if same was originally provided by the Declarant, or with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property;
- (d) No exterior aerial antenna or satellite dish shall be placed on the Property, including Units and Common Elements;
- (e) No changes shall be made to the exterior façade of the residential dwelling that forms part of the Units without the express written consent of the Declarant;
- (f) Save and except for fences installed and/or to be installed by the Declarant, no fences shall be allowed to be installed upon the rear yards of the Units;
- (g) Save and except for maintenance and repairs, no changes shall be made to the landscaping and plantings provided by the Declarant without the written consent of the Declarant; and
- (h) No changes shall be permitted to the grading of the lands that form part of the Units without the written consent of the Declarant.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction/services offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit, for the marketing of Units in this Corporation or in any other project being developed by the Declarant or its affiliates until registered title to all Residential Units in this Corporation have been transferred by the Declarant;
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies;

- (c) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, shall be permitted in any Unit;
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis;
- (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 Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (f)
 - (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
 - (a) erect, remove or alter any internal walls or partitions within his/her Residential Unit; or
 - (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his/her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his/her Residential Unit side of such Vertical/Horizontal Party Wall.

(ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.

(iii) All work performed under subparagraph (i) above will be carried out in accordance with:

(1) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;

(2) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and

(3) the drawings, specifications and data lodged with the Board.

(iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

(v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.

4.3 Parking/Storage Units

- (a) Each Parking/Storage Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation and for the storage of bicycles and other such non-hazardous and/or non-combustible materials that shall not constitute a danger or nuisance to the residents, the Residential Units or the Common Elements and only in accordance with the applicable zoning by-law. The Board may from time to time restrict the categories of items that may be stored or used in the Parking/Storage Units. It shall be the responsibility of the unit owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking/Storage Units shall not park more than one motor vehicle within the boundaries of such Parking/Storage Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking/Storage Unit protrude beyond the boundaries of the Parking/Storage Unit and encroach upon any

portion of the common elements or upon any other Unit. Each Owner shall maintain his/her Parking/Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking/Storage Units.

- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking/Storage Units which right shall continue until such time as all the Units in the Corporation have been conveyed by the Declarant and/or its related companies.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking/Storage Units, the Board may, from time to time, designate the said Parking/Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Certain of the Parking/Storage Units may be designated for the disabled (hereinafter, the "**Disabled Parking Unit(s)**") and these Disabled Parking/Storage Units shall be subject to the following:
 - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking/Storage Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking/Storage Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking/Storage Unit with the disabled driver for the parking/storage unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - (ii) When a disabled driver requests an exchange of occupancy rights for a Disabled Parking/Storage Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking/Storage Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the unit owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the common elements or upon any other Unit. Each Owner shall maintain his/her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold

Parking Units which right shall continue until such time as all the Units in the Corporation have been conveyed by the Declarant and/or its related companies.

- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Certain of the Parking Units may be designated for the disabled (hereinafter, the "**Disabled Parking Unit(s)**") and these Disabled Parking Units shall be subject to the following:
 - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking/Storage Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the parking unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - (ii) When a disabled driver requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.5 Leasing of Units

Notification of Lease:

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation;

- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant; and
- (e) The term of any lease of a Parking/Storage Unit and/or a Parking Unit to a tenant of a Residential Unit, in this Corporation, shall terminate immediately upon the Tenant ceasing to reside in a Residential Unit.

4.6 Restrictions on Sale and Lease of Units

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Parking/Storage Unit(s) and/or Parking Unit owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of any Parking/Storage Unit(s) and/or Parking Unit shall be subject to the following restrictions:

- (a) any sale, transfer, assignment or other conveyance of aforesaid units shall be made only to the Declarant, to the Condominium or to any Owner of a Residential Unit in the Condominium;
- (b) no Owner of a Residential Unit in the Condominium may retain ownership of any such unit after he or she has sold and conveyed title to his or her Residential Unit within the Condominium;
- (c) any lease of such unit shall be made only to the Declarant, the Condominium or to any Owner or tenant of a Residential Unit in the Condominium provided however, that if any such unit is leased to a tenant of a Residential Unit in the Condominium then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit;
- (d) where any such unit is leased to an Owner of a Residential Unit in the Condominium then upon the sale, transfer, assignment or other conveyance of the lessee's Residential Unit, the lease in respect of the unit shall also be assigned by the said lessee to the transferee or new owner of such Residential Unit within thirty (30) days of the registration of the transfer of title to the said Residential Unit, failing which the lease of the unit shall be automatically terminated and be of no further force or effect and the unit which is subject to such lease shall thereupon revert to the lessor thereof; and
- (e) where the lessee of such unit is an Owner of a Residential Unit in the Condominium and such lessee is deprived of possession and/or ownership of his or her Residential Unit in the Condominium through any legal action, by any party holding a registered mortgage, charge, execution, lien or other encumbrance against the said Residential Unit, then such lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the unit which is subject to such lease shall automatically revert to the lessor thereof.

ARTICLE V. MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his/her Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:

- (i) the interior and exterior of the dwelling, save and except for the scheduled periodic cleaning of the outside windows, as determined by the Corporation in its sole discretion, and all other structures and improvements installed or constructed within his/her Residential Unit;
- (ii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his/her Unit only;
- (iii) No Owner shall alter or change the colour, texture and/or materials constituting the exterior of the dwelling or any other structures or improvements installed or constructed within his/her Residential Unit, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). For clarity, the Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses.
- (iv) as well as, replace and repair, in respect of the Units, any system, appliance or fixture that serves his/her own Unit, including the heating, air conditioning and ventilation systems and equipment including thermostatic controls contained within and servicing the Owner's Unit (to and including the shut-off valve, if applicable) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Residential Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his/her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (v) his/her Parking/Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the same. For greater clarity, each Owner of a Parking/Storage Unit shall be responsible for repairs and maintenance to the floor surface (including any protective membrane or coating) necessitated by spills or leakage;
- (vi) the exclusive use balcony, french balcony, juliet balcony or terrace or patio to which his or her Unit has exclusive use, in a clean and sightly condition;

- (vii) repair gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services;
- (viii) the exclusive use portions of the Common Elements associated with all Units (other than structural repairs), if such Owner's Unit has been allocated exclusive use common elements, provided such maintenance and repairs shall be performed to a standard acceptable to the Condominium and by a contractor approved by the Condominium. For greater certainty, no Owner shall alter or repair any exclusive use common elements, nor apply any paint, stucco, wallpaper, varnish, stain or other finishes to any portion thereof, nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Condominium to ensure that a uniform and aesthetically appealing appearance is maintained for the Condominium. The Board shall have the right to require the removal of anything which contravenes this provision, it being the intent of the Condominium to maintain an aesthetically appealing and uniform appearance with respect to the Condominium. If an Owner defaults with respect to any of his/her obligations pursuant to this provision, then the Condominium may perform any of these functions and all costs and expenses incurred by the Condominium shall be paid by the defaulting Owner forthwith after written demand and such amount may be added to the monthly contributions towards Common Expenses applicable to such Owner only and shall be recoverable in the same manner as Common Expenses from such Owner (with corresponding lien rights in favour of the Condominium). Each Owner shall be responsible for any damage to the waterproofing, weatherproofing or insulation of any exclusive use terrace and/or balcony caused by the Owner's negligence or willful misconduct and any resulting damage to any other Unit or the Common Elements of the Condominium. For clarity, the Condominium reserves the right (but shall not have the obligation) to perform any and all of these maintenance obligations, in its sole and absolute discretion and, in this event, all costs and expenses incurred by the Condominium shall form part of the Common Expenses; and
- (ix) All ducting for the exhaust of the dryer that services his/her Unit.

5.2 Responsibility of Owner for Damage

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

5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall repair the Parking/Storage Units at its own expense and be responsible for the maintenance and repair of the Common Elements and the exclusive use Common Elements, however, the Corporation shall not be responsible for those parts of the Parking/Storage Units, Common Elements (and exclusive use Common Elements) which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1.
- (b) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owners willful conduct, negligence or the willful conduct or negligence of his or her residents, tenants, invitees or licencees.

- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.
- (d) The Corporation shall be responsible to cut the grass in the rear yard that forms part of the Residential Units and shall maintain all landscaping and fencing installed by the Declarant within the Residential Units.
- (e) The Corporation shall be responsible for snow clearing of any sidewalks and/or pathways that are part of the common elements.

ARTICLE VI. INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

ARTICLE VII. INSURANCE

7.1 By the Corporation

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

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

in an amount equal to the full replacement cost of such real and personal property, and of the units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other

unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
 - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
 - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
 - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance
Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his/her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of

an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;

- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:

- (i) additional living expenses incurred by an Owner if forced to leave his/her residential Unit by one of the hazards protected against under the Corporation's policy;
- (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

**ARTICLE VIII
DUTIES OF THE CORPORATION**

- 8.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant (and ultimately the Corporation) to construct, complete, maintain and repair the Property.
 - (b) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the Town of Aurora or other governmental authorities relating thereto, if so required by the Town of Aurora, other governmental authorities or Declarant).
 - (c) To ensure that no action or step is taken by or on behalf of the Corporation, or by any Owner, or its, or his or her respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its affiliated companies' ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium;
 - (d) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - (i) notify in advance and permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

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

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

- (e) To take all reasonable steps to collect from each unit owner his/her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
- (f) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (g) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (h) To enter into, accept, perform and be bound by any of the covenants, agreements and obligations which it may or is required to assume under this Declaration, and to take any and all steps which may be requested of it by the Declarant to fully implement in a timely manner the purposes, intent and provisions of this Declaration and any modifications and amendments thereto all as may be provided for under this Declaration.
- (i) To execute and deliver all documentation necessary to release (or partially release) any easement benefiting the Property if any such easement (or part thereof) referred to in Schedule "A" of this Declaration is determined by the Declarant, in its sole and absolute discretion, to be unnecessary for the proper function or operation of the Condominium.
- (j) To assume, enter into and comply with the terms and provisions of all equipment leases relating to equipment serving the Condominium entered into by the Declarant for and on behalf of the Condominium.
- (k) To enter into, abide by and comply with the terms and provisions of the warranty agreement with the Declarant (the "Warranty Agreement") which shall provide that:
 - (i) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Act, the Ontario New Home Warranties Plan Act, as amended and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program;

- (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium (including the Common Elements) and the building shall be through the process established for and administered by Tarion Warranty Corporation;
- (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement;
- (v) The Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any matter or thing relating to the Property, the Condominium (including the Common Elements) or the building against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity. Such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes of action against any person or legal entity other than the entity named as the Declarant; and
- (vi) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting.

ARTICLE IX GENERAL MATTERS AND ADMINISTRATION

9.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate the Corporation to carry out its duties.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

- (d) The Corporation shall retain a master key to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit (nor on any doors within said Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

9.2 Invalidity

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

9.3 Waiver

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

9.4 Interpretation of Declaration

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

9.5 Headings

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

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

DATED at Vaughan, this 12th day of November, 2018.

NAVELLI DWELLINGS INC.

Per: _____ c/s

Name: Nicholas Fidei

Title: President

Per: _____ c/s

Name: Luigi Baglione

Title: A.S.O.

I/we have authority to bind the Corporation

SCHEDULE "A"

In the Town of Aurora in the Province of Ontario, being Lot 7 and Part of Lot 6, Registered Plan 36, designated as Part 1, Plan 65R-36470, being all of PIN No. 03637-0769 and Part of Lots D, E and F, Registered Plan 36 and Lots 17, 18, 19 and 21 and Part of Lots 15 and 16 on Registered Plan 246 designated as Parts 2 and 3, Plan 65R-36470, save and except Parts 1, 2 and 3 on Plan 65R-36670, being all of PIN 03637-0775, Land Titles Division of York Region (No. 65);

SUBJECT TO an easement in gross in favour of The Regional Municipality of York over Part of Lot 19, Registered Plan 246 being designated as Part 3, Plan 65R-36470, save and except Part 2, Plan 65R-36670 as set out in Instrument No. YR862761;

SUBJECT TO an easement in favour of Rogers Communications Inc. as set out in Instrument No. YR2696273;

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. as set out in Instrument No. YR2744871;

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

GOLDMAN SPRING KICHLER & SANDERS

Barristers & Solicitors
Solicitors for the Declarant

Per: 
Name: Larry Fischer

24

SCHEDULE "B"

CONSENT

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

1. Canadian Imperial Bank of Commerce has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR2582542 in the Land Registry Office for the Land Titles Division of Metropolitan York (No. 65).
2. Canadian Imperial Bank of Commerce consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Canadian Imperial Bank of Commerce postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Canadian Imperial Bank of Commerce is entitled by law to grant this consent and postponement.

DATED this 19th day of October, 2018.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: 

Name:

Title:

Sam Bertucci
Senior Risk Analyst

Per: 

Name:

Title:

Ann Marie Merrick
Asst. General Manager

I/We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. Aviva Insurance Company of Canada has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR2670843 in the Land Registry Office for the Land Titles Division of Metropolitan York (No. 65).
2. Aviva Insurance Company of Canada consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Aviva Insurance Company of Canada postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Aviva Insurance Company of Canada entitled by law to grant this consent and postponement.

DATED this 22nd day of October, 2018.

AVIVA INSURANCE COMPANY OF CANADA

Per: _____
Name: _____
Title: _____


Denise Fraser
Authorized Signing Officer

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

26

SCHEDULE "B"

CONSENT

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

1. Verolani Mortgage Corporation has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number YR2002078 in the Land Registry Office for the Land Titles Division of Metropolitan York (No. 65).
2. Verolani Mortgage Corporation consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. Verolani Mortgage Corporation postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. Verolani Mortgage Corporation is entitled by law to grant this consent and postponement.

DATED this 13th day of November, 2018.

VEROLANI MORTGAGE CORPORATION

Per: _____
Name: Carlo Baldassarra
Title: ASO

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit and Parking Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4, both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 4, both inclusive of the description and all dimensions shall have reference to them.

1. BOUNDARIES OF THE RESIDENTIAL UNITS

Being Units 1 to 63, both inclusive on Level 1 and Units 1 to 63, both inclusive on Level 2;

HORIZONTAL BOUNDARIES ARE:

- i) the upper surface and plane of the concrete floor slab and production thereof;
- ii) the upper unfinished surface and plane of the plywood sub-floor assembly and production thereof;
- iii) the upper or backside surface and plane of the ceiling drywall sheathing and of suspended ceilings and/or bulkhead duct covers and productions thereof;
- iv) the sloping plane of the unfinished lower surface of the stair stringers and production thereof;
- v) the sloping plane of the backside surface and plane of the drywall sheathing and production thereof;

VERTICAL BOUNDARIES ARE:

- i) the backside surface and plane of the drywall sheathing and production thereof;
- ii) the unfinished unitside surfaces of doors and door frames, windows and window frames, and the unitside surfaces of all glass panels located therein. (when the doors and windows are in a closed position);
- iii) the sloping plane of the unfinished lower surface of the stair stringers and production thereof;
- iv) the sloping plane of the backside surface and plane of the drywall sheathing and production thereof;
- v) the unitside surface of the wood floor joist header and production thereof;

2. BOUNDARIES OF THE PARKING STORAGE UNITS

Being Units 1 to 132, both inclusive on Level A;

HORIZONTAL BOUNDARIES ARE:

- i) the upper surface and plane of the concrete floor slab and production thereof;
- ii) the plane parallel to and 1.90 metres perpendicularly distant above the upper surface and plane of the concrete floor slab;
- iii) the lower surface and plane of the concrete floor slab and production thereof;

28

15-063-02
15278 Yonge Street
October 3, 2018

SCHEDULE "C"

VERTICAL BOUNDARIES ARE:

- i) the vertical plane established by measurements.
- ii) the unitside surface and plane of the concrete or masonry wall and production thereof;
- iii) the vertical plane established by measurements and perpendicular to the concrete or masonry walls;
- iv) the vertical plane established perpendicular to the concrete or masonry wall and passing through the centre line of the concrete column and production thereof;
- v) the vertical plane established perpendicular to the concrete or masonry wall and passing through the face of the concrete column and production thereof;
- vi) the unitside surface and plane of the concrete or masonry column and production thereof;
- vii) the unitside surface and plane of the wire mesh partition and production thereof;

3. BOUNDARIES OF THE STORAGE UNITS

Being Units 133 to 137, both inclusive on Level A;

HORIZONTAL BOUNDARIES ARE:

- i) the upper surface and plane of the concrete floor slab and production thereof;
- ii) the lower surface and plane of the concrete floor slab and production thereof;
- iii) the unfinished unitside surfaces of doors and door frames, windows and window frames, and the unitside surfaces of all glass panels located therein. (when the doors and windows are in a closed position);

VERTICAL BOUNDARIES ARE:

- i) the unitside surface and plane of the concrete or masonry wall and production thereof;
- ii) the unitside surface and plane of the wire mesh partition and production thereof;
- iii) the unfinished unitside surfaces of doors and door frames, windows and window frames, and the unitside surfaces of all glass panels located therein. (when the doors and windows are in a closed position);

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 to 4, both inclusive of the Description.

Dated October 3, 2018


Dan Dzaldov
Ontario Land Surveyor

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

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	1	0.188821	0.188821
PARKING STORAGE UNIT	A	2	0.188821	0.188821
PARKING STORAGE UNIT	A	3	0.188821	0.188821
PARKING STORAGE UNIT	A	4	0.188821	0.188821
PARKING STORAGE UNIT	A	5	0.188821	0.188821
PARKING STORAGE UNIT	A	6	0.188821	0.188821
PARKING STORAGE UNIT	A	7	0.188821	0.188821
PARKING STORAGE UNIT	A	8	0.188821	0.188821
PARKING STORAGE UNIT	A	9	0.188821	0.188821
PARKING STORAGE UNIT	A	10	0.188821	0.188821
PARKING STORAGE UNIT	A	11	0.188821	0.188821
PARKING STORAGE UNIT	A	12	0.188821	0.188821
PARKING STORAGE UNIT	A	13	0.188821	0.188821
PARKING STORAGE UNIT	A	14	0.188821	0.188821
PARKING STORAGE UNIT	A	15	0.188821	0.188821
PARKING STORAGE UNIT	A	16	0.188821	0.188821
PARKING STORAGE UNIT	A	17	0.188821	0.188821
PARKING STORAGE UNIT	A	18	0.188821	0.188821
PARKING STORAGE UNIT	A	19	0.188821	0.188821
PARKING STORAGE UNIT	A	20	0.188821	0.188821
PARKING STORAGE UNIT	A	21	0.188821	0.188821
PARKING STORAGE UNIT	A	22	0.188821	0.188821
PARKING STORAGE UNIT	A	23	0.188821	0.188821
PARKING STORAGE UNIT	A	24	0.188821	0.188821
PARKING STORAGE UNIT	A	25	0.188821	0.188821
PARKING STORAGE UNIT	A	26	0.188821	0.188821
PARKING STORAGE UNIT	A	27	0.188821	0.188821
PARKING STORAGE UNIT	A	28	0.188821	0.188821
PARKING STORAGE UNIT	A	29	0.188821	0.188821
PARKING STORAGE UNIT	A	30	0.188821	0.188821
PARKING STORAGE UNIT	A	31	0.188821	0.188821
PARKING STORAGE UNIT	A	32	0.188821	0.188821
PARKING STORAGE UNIT	A	33	0.188821	0.188821
PARKING STORAGE UNIT	A	34	0.188821	0.188821
PARKING STORAGE UNIT	A	35	0.188821	0.188821
PARKING STORAGE UNIT	A	36	0.188821	0.188821
PARKING STORAGE UNIT	A	37	0.188821	0.188821
PARKING STORAGE UNIT	A	38	0.188821	0.188821
PARKING STORAGE UNIT	A	39	0.188821	0.188821
PARKING STORAGE UNIT	A	40	0.188821	0.188821
PARKING STORAGE UNIT	A	41	0.188821	0.188821
PARKING STORAGE UNIT	A	42	0.188821	0.188821
PARKING STORAGE UNIT	A	43	0.188821	0.188821
PARKING STORAGE UNIT	A	44	0.188821	0.188821
PARKING STORAGE UNIT	A	45	0.188821	0.188821
PARKING STORAGE UNIT	A	46	0.188821	0.188821
PARKING STORAGE UNIT	A	47	0.188821	0.188821
PARKING STORAGE UNIT	A	48	0.188821	0.188821
PARKING STORAGE UNIT	A	49	0.188821	0.188821
PARKING STORAGE UNIT	A	50	0.188821	0.188821
PARKING STORAGE UNIT	A	51	0.188821	0.188821
PARKING STORAGE UNIT	A	52	0.188821	0.188821
PARKING STORAGE UNIT	A	53	0.188821	0.188821
PARKING STORAGE UNIT	A	54	0.188821	0.188821
PARKING STORAGE UNIT	A	55	0.188821	0.188821
PARKING STORAGE UNIT	A	56	0.188821	0.188821
PARKING STORAGE UNIT	A	57	0.188821	0.188821
PARKING STORAGE UNIT	A	58	0.188821	0.188821

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	59	0.188821	0.188821
PARKING STORAGE UNIT	A	60	0.188821	0.188821
PARKING STORAGE UNIT	A	61	0.188821	0.188821
PARKING STORAGE UNIT	A	62	0.188821	0.188821
PARKING STORAGE UNIT	A	63	0.188821	0.188821
PARKING STORAGE UNIT	A	64	0.188821	0.188821
PARKING STORAGE UNIT	A	65	0.188821	0.188821
PARKING STORAGE UNIT	A	66	0.188821	0.188821
PARKING STORAGE UNIT	A	67	0.188821	0.188821
PARKING STORAGE UNIT	A	68	0.188821	0.188821
PARKING STORAGE UNIT	A	69	0.188821	0.188821
PARKING STORAGE UNIT	A	70	0.188821	0.188821
PARKING STORAGE UNIT	A	71	0.188821	0.188821
PARKING STORAGE UNIT	A	72	0.188821	0.188821
PARKING STORAGE UNIT	A	73	0.188821	0.188821
PARKING STORAGE UNIT	A	74	0.188821	0.188821
PARKING STORAGE UNIT	A	75	0.188821	0.188821
PARKING STORAGE UNIT	A	76	0.188821	0.188821
PARKING STORAGE UNIT	A	77	0.188821	0.188821
PARKING STORAGE UNIT	A	78	0.188821	0.188821
PARKING STORAGE UNIT	A	79	0.188821	0.188821
PARKING STORAGE UNIT	A	80	0.188821	0.188821
PARKING STORAGE UNIT	A	81	0.188821	0.188821
PARKING STORAGE UNIT	A	82	0.188821	0.188821
PARKING STORAGE UNIT	A	83	0.188821	0.188821
PARKING STORAGE UNIT	A	84	0.188821	0.188821
PARKING STORAGE UNIT	A	85	0.188821	0.188821
PARKING STORAGE UNIT	A	86	0.188821	0.188821
PARKING STORAGE UNIT	A	87	0.188821	0.188821
PARKING STORAGE UNIT	A	88	0.188821	0.188821
PARKING STORAGE UNIT	A	89	0.188821	0.188821
PARKING STORAGE UNIT	A	90	0.188821	0.188821
PARKING STORAGE UNIT	A	91	0.188821	0.188821
PARKING STORAGE UNIT	A	92	0.188821	0.188821
PARKING STORAGE UNIT	A	93	0.188821	0.188821
PARKING STORAGE UNIT	A	94	0.188821	0.188821
PARKING STORAGE UNIT	A	95	0.188821	0.188821
PARKING STORAGE UNIT	A	96	0.188821	0.188821
PARKING STORAGE UNIT	A	97	0.188821	0.188821
PARKING STORAGE UNIT	A	98	0.188821	0.188821
PARKING STORAGE UNIT	A	99	0.188821	0.188821
PARKING STORAGE UNIT	A	100	0.188821	0.188821
PARKING STORAGE UNIT	A	101	0.188821	0.188821
PARKING STORAGE UNIT	A	102	0.188821	0.188821
PARKING STORAGE UNIT	A	103	0.188821	0.188821
PARKING STORAGE UNIT	A	104	0.188821	0.188821
PARKING STORAGE UNIT	A	105	0.188821	0.188821
PARKING STORAGE UNIT	A	106	0.188821	0.188821
PARKING STORAGE UNIT	A	107	0.188821	0.188821
PARKING STORAGE UNIT	A	108	0.188821	0.188821
PARKING STORAGE UNIT	A	109	0.188821	0.188821
PARKING STORAGE UNIT	A	110	0.188821	0.188821
PARKING STORAGE UNIT	A	111	0.188821	0.188821
PARKING STORAGE UNIT	A	112	0.188821	0.188821
PARKING STORAGE UNIT	A	113	0.188821	0.188821
PARKING STORAGE UNIT	A	114	0.188821	0.188821
PARKING STORAGE UNIT	A	115	0.188821	0.188821
PARKING STORAGE UNIT	A	116	0.188821	0.188821
PARKING STORAGE UNIT	A	117	0.188821	0.188821

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	118	0.188821	0.188821
PARKING STORAGE UNIT	A	119	0.188821	0.188821
PARKING STORAGE UNIT	A	120	0.188821	0.188821
PARKING STORAGE UNIT	A	121	0.188821	0.188821
PARKING STORAGE UNIT	A	122	0.188821	0.188821
PARKING STORAGE UNIT	A	123	0.188821	0.188821
PARKING STORAGE UNIT	A	124	0.188821	0.188821
PARKING STORAGE UNIT	A	125	0.188821	0.188821
PARKING STORAGE UNIT	A	126	0.188821	0.188821
PARKING STORAGE UNIT	A	127	0.188821	0.188821
PARKING STORAGE UNIT	A	128	0.188821	0.188821
PARKING STORAGE UNIT	A	129	0.188821	0.188821
PARKING STORAGE UNIT	A	130	0.188821	0.188821
PARKING STORAGE UNIT	A	131	0.188821	0.188821
PARKING STORAGE UNIT	A	132	0.188821	0.188821
RESIDENTIAL PARKING UNITS	A	133	0.151006	0.151006
RESIDENTIAL PARKING UNITS	A	134	0.151006	0.151006
RESIDENTIAL PARKING UNITS	A	135	0.151006	0.151006
RESIDENTIAL PARKING UNITS	A	136	0.151007	0.151007
RESIDENTIAL PARKING UNITS	A	137	0.151007	0.151007
1	1	1	0.589846	0.601934
3	1	2	0.589846	0.466060
5	1	3	0.589846	0.466060
7	1	4	0.589846	0.599558
9	1	5	0.589846	0.601934
11	1	6	0.589846	0.466060
13	1	7	0.589846	0.466060
15	1	8	0.589846	0.599558
17	1	9	0.589846	0.601934
19	1	10	0.589846	0.466060
21	1	11	0.589846	0.466060
23	1	12	0.589846	0.466060
25	1	13	0.589846	0.466060
27	1	14	0.589846	0.599558
29	1	15	0.589846	0.601934
31	1	16	0.589846	0.466060
33	1	17	0.589846	0.466060
35	1	18	0.589846	0.466060
37	1	19	0.589846	0.466060
39	1	20	0.589846	0.599558
41	1	21	0.589846	0.599558
43	1	22	0.589846	0.466060
45	1	23	0.589846	0.466060
47	1	24	0.589846	0.466060
49	1	25	0.589846	0.466060
51	1	26	0.589846	0.601934
53	1	27	0.589846	0.601934
55	1	28	0.589846	0.466060
57	1	29	0.589846	0.466060
59	1	30	0.589846	0.466060
61	1	31	0.589846	0.466060
63	1	32	0.589846	0.599558
65	1	33	0.589846	0.466060
67	1	34	0.589846	0.601934
69	1	35	0.589846	0.601934
71	1	36	0.589846	0.466060
73	1	37	0.589846	0.466060
75	1	38	0.589846	0.466060

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
77	1	39	0.589846	0.601934
79	1	40	0.589846	0.599558
81	1	41	0.589846	0.466060
83	1	42	0.589846	0.466060
85	1	43	0.589846	0.466060
87	1	44	0.589846	0.466060
89	1	45	0.589846	0.466060
91	1	46	0.589846	0.466060
93	1	47	0.589846	0.466060
95	1	48	0.589846	0.601934
97	1	49	0.589846	0.627588
99	1	50	0.589846	0.466060
101	1	51	0.589846	0.466060
103	1	52	0.589846	0.466060
105	1	53	0.589846	0.601934
107	1	54	0.589846	0.601934
109	1	55	0.589846	0.466060
111	1	56	0.589846	0.466060
113	1	57	0.589846	0.466060
115	1	58	0.589846	0.601934
117	1	59	0.589846	0.601934
119	1	60	0.589846	0.466060
121	1	61	0.589846	0.466060
123	1	62	0.589846	0.466060
125	1	63	0.589846	0.601934
2	2	1	0.589846	0.734008
4	2	2	0.589846	0.627114
6	2	3	0.589846	0.627114
8	2	4	0.589846	0.734008
10	2	5	0.589846	0.734008
12	2	6	0.589846	0.627114
14	2	7	0.589846	0.627114
16	2	8	0.589846	0.734008
18	2	9	0.589846	0.734008
20	2	10	0.589846	0.627114
22	2	11	0.589846	0.627114
24	2	12	0.589846	0.627114
26	2	13	0.589846	0.627114
28	2	14	0.589846	0.734008
30	2	15	0.589846	0.734008
32	2	16	0.589846	0.627114
34	2	17	0.589846	0.627114
36	2	18	0.589846	0.627114
38	2	19	0.589846	0.627114
40	2	20	0.589846	0.734008
42	2	21	0.589846	0.734008
44	2	22	0.589846	0.627114
46	2	23	0.589846	0.627114
48	2	24	0.589846	0.627114
50	2	25	0.589846	0.627114
52	2	26	0.589846	0.734008
54	2	27	0.589846	0.734008
56	2	28	0.589846	0.627114
58	2	29	0.589846	0.627114
60	2	30	0.589846	0.627114
62	2	31	0.589846	0.627114
64	2	32	0.589846	0.734008
66	2	33	0.589846	0.734008

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
68	2	34	0.589846	0.627114
70	2	35	0.589846	0.627114
72	2	36	0.589846	0.627114
74	2	37	0.589846	0.627114
76	2	38	0.589846	0.734008
78	2	39	0.589846	0.734008
80	2	40	0.589846	0.627114
82	2	41	0.589846	0.627114
84	2	42	0.589846	0.627114
86	2	43	0.589846	0.627114
88	2	44	0.589846	0.734008
90	2	45	0.589846	0.627114
92	2	46	0.589846	0.627114
94	2	47	0.589846	0.627114
96	2	48	0.589846	0.734008
98	2	49	0.589846	0.698376
100	2	50	0.589846	0.627114
102	2	51	0.589846	0.627114
104	2	52	0.589846	0.627114
106	2	53	0.589846	0.734008
108	2	54	0.589846	0.627588
110	2	55	0.589846	0.627114
112	2	56	0.589846	0.627114
114	2	57	0.589846	0.627114
116	2	58	0.589846	0.734008
118	2	59	0.589846	0.734008
120	2	60	0.589846	0.627114
122	2	61	0.589846	0.627114
124	2	62	0.589846	0.627114
126	2	63	0.589846	0.734008
TOTALS			100.000000	100.000000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - (i) insurance premiums and the necessary appraisals;
 - (ii) water, gas and sewage and electricity respecting Common Elements;
 - (iii) maintenance materials, tools and supplies;
 - (iv) snow removal and landscaping;
 - (v) periodic cleaning of exterior glass windows;
 - (vi) fuel, including gas, oil and hydroelectricity unless metered separately, or check metered, for each Unit;
 - (vii) waste and garbage disposal and/or collection unless collected by the Municipality;
 - (viii) flushing of any storm sewers, and the hydraulic pumping and cleaning of any manholes and catch basins;
 - (ix) maintain any fencing;
 - (x) maintain any landscaping and keep sodded areas properly cut and trimmed at all times and replace dead or diseased trees or shrubbery;
 - (xi) repair and repaint any vehicle parking and driveway areas;
 - (xii) maintain any internal water and storm drainage system;
 - (xiv) remove and dispose of all dirt, dust and debris resulting from road sweeping operations;
 - (xv) Provide all necessary winter maintenance, including snow clearing and removal; and
 - (xiv) keep any fire and emergency route open and clear at all times to the satisfaction of the Commissioner and the Town's Fire Chief;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance,

managerial, secretarial or other professional advice and service required by the Corporation;

(f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;

(g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;

(h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;

(i) the cost of maintaining fidelity bonds as provided by By-law;

(j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

30

15-063-02
15278 Yonge Street
October 3, 2018

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the By-laws and Rules of the Corporation, the owners of certain residential dwelling units shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its appointee for purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any part of the property.

The owners of certain Residential Dwelling Units shall have the exclusive use, subject to the provisions of this Declaration, the By-Laws of the Corporation and the Rules passed pursuant thereto of any Patio, Balcony or Terrace to which such unit provides sole and direct access.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASE HOLD CONDOMINIUM)**

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

I certify that: Navelli Dwelling Inc.
Urban Townhouses,
15278 Yonge Street, Aurora, ON L4G 1L9

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 31st day of October, 2018.



Name: B. Bielny
GUTHRIE MUSCOVITCH ARCHITECTS
Title: Architect

FOR OFFICE USE ONLY



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

(3) Property Identifier(s) Block Property 29923-0001(LT) to 29923-0263(LT) Additional: See Schedule ☐

(4) Nature of Document AMENDMENT TO DECLARATION (Under Section 107 of the Condominium Act, 1998)

(5) Consideration Dollars \$

(6) Description All units and common elements appurtenant thereto comprising the property in York Region Standard Condominium Plan No. 1392, Town of Aurora

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

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

(8) This Document provides as follows:

See Schedule attached.

Continued on Schedule ☒

(9) This Document relates to instrument number(s) YR2898992

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392 Per: Nicholas Fidei, President 2018 11 29
Per: Matthew Creador, Secretary 2018 11 29
We have authority to bind the Corporation.

(11) Address for Service c/o 1681 Langstaff Road, Unit 1, Vaughan, Ontario L4K 5T3

(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 15278 Yonge Street Aurora, Ontario
(15) Document Prepared by: Larry Fischer Goldman, Spring, Kichler & Sanders LLP Suite 700. 40 Sheppard Avenue West. Toronto, Ontario.

Fees and Tax	
Registration Fee	
Total	

Form 1

AMENDMENT TO DECLARATION OR DESCRIPTION
(under section 107 of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1392 amends, as set out on the attached Schedule:

☒ its Declaration registered as Instrument No. YR2898992

_____ its description identified as (identify
condominium plan specified in subsection 27(2) of this Regulation)

We certify that the amendment to the declaration/description that is set out in the attached Schedule complies with the requirements of section 107 of the *Condominium Act, 1998*.

DATED this 29th day of November, 2018.

YORK REGION STANDARD
CONDOMINIUM CORPORATION NO. 1392

Per: _____

Nicholas Fidei President

Per: _____

Matthew Creador Secretary

We have authority to bind the Corporation.

CONSENT


NAVELLI DWELLINGS INC. hereby consents to the proposed Amendment to the Declaration of York Region Standard Condominium Corporation No. 1392 as Declarant, in accordance with Section 107(2)(b) of the *Condominium Act*, 1998 and as owner of one hundred percent (100%) of the Units in accordance with Section 107(2)(e) of the *Condominium Act*, 1998.

DATED this 29th day of November, 2018.

NAVELLI DWELLINGS INC.

Per:

Nicholas Fidei- President



SCHEDULE 1

AMENDMENT TO DECLARATION

York Region Standard Condominium Corporation No. 1392
Instrument No. YR2898992 (the "**Declaration**")

The Declaration of York Region Standard Condominium Plan No. 1392 which was registered on November 19, 2018 as Instrument No. YR2898992 is hereby amended as follows:

Firstly:

Delete subsection 1.1 f which states :

"Parking Unit" means 5 units on Level A;

Insert as subsection 1.1 f the following:

"Storage Unit" means 5 units on Level A;

Delete subsection 1.5(d) which states :

Each Parking Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Units), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Units, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Parking Units

Insert as subsection 1.5(d) the following:

Each Storage Unit shall exclude all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Storage Units), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Storage Units, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls as well as any additional floor surfacing (membranes and coatings) that may be located within any such Storage Units

Delete subsection 4.4 which states :

Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the unit owners to ensure that their vehicles can be properly operated and/or parked in this Condominium. The Owners of Parking Units shall not park more than one motor vehicle within the boundaries of such Parking Unit, provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the common elements or upon any other Unit. Each Owner shall maintain his/her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all the Units in the Corporation have been conveyed by the Declarant and/or its related companies.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the applicable governmental authority and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) Certain of the Parking Units may be designated for the disabled (hereinafter, the "**Disabled Parking Unit(s)**") and these Disabled Parking Units shall be subject to the following:
 - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking/Storage Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the parking unit which was purchased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - (ii) When a disabled driver requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

Insert as subsection 4.4 the following:

Storage Units

- (a) Each Storage Unit shall only be used for the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents. Each Unit Owner shall maintain his/her Storage Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units which right shall continue until such time as all the Residential Units and Storage Units have been conveyed.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Storage Units, the Board of Directors may, from time to time, designate the said Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the By-laws of the local municipality and approved by the requisite number of Owners at a meeting duly called for that purpose.

- (d) Any or all of the Storage Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other units, provided however, that any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, to the Corporation, or to any owner of a Residential Unit in the Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

Delete subsection 4.5(e) which states :

The term of any lease of a Parking/Storage Unit and/or a Parking Unit to a tenant of a Residential Unit, in this Corporation, shall terminate immediately upon the Tenant ceasing to reside in a Residential Unit.

Insert as subsection 4.5(e) the following:

The term of any lease of a Parking/Storage Unit and/or a Storage Unit to a tenant of a Residential Unit, in this Corporation, shall terminate immediately upon the Tenant ceasing to reside in a Residential Unit.

Delete the first paragraph of subsection 4.6 which states :

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Parking/Storage Unit(s) and/or Parking Unit owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of any Parking/Storage Unit(s) and/or Parking Unit shall be subject to the following restrictions:

Insert as the first paragraph of subsection 4.6 the following:

Notwithstanding anything hereinbefore or hereinafter provided to the contrary and save and except for any Parking/Storage Unit(s) and/or Storage Unit owned by the Declarant and/or the Corporation, the ownership, sale, leasing, charging, assigning, transferring, or otherwise conveying of any Parking/Storage Unit(s) and/or Storage Unit shall be subject to the following restrictions:

Secondly:

Replace Schedule D with new Schedule D attached.

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	1	0.188821	0.188821
PARKING STORAGE UNIT	A	2	0.188821	0.188821
PARKING STORAGE UNIT	A	3	0.188821	0.188821
PARKING STORAGE UNIT	A	4	0.188821	0.188821
PARKING STORAGE UNIT	A	5	0.188821	0.188821
PARKING STORAGE UNIT	A	6	0.188821	0.188821
PARKING STORAGE UNIT	A	7	0.188821	0.188821
PARKING STORAGE UNIT	A	8	0.188821	0.188821
PARKING STORAGE UNIT	A	9	0.188821	0.188821
PARKING STORAGE UNIT	A	10	0.188821	0.188821
PARKING STORAGE UNIT	A	11	0.188821	0.188821
PARKING STORAGE UNIT	A	12	0.188821	0.188821
PARKING STORAGE UNIT	A	13	0.188821	0.188821
PARKING STORAGE UNIT	A	14	0.188821	0.188821
PARKING STORAGE UNIT	A	15	0.188821	0.188821
PARKING STORAGE UNIT	A	16	0.188821	0.188821
PARKING STORAGE UNIT	A	17	0.188821	0.188821
PARKING STORAGE UNIT	A	18	0.188821	0.188821
PARKING STORAGE UNIT	A	19	0.188821	0.188821
PARKING STORAGE UNIT	A	20	0.188821	0.188821
PARKING STORAGE UNIT	A	21	0.188821	0.188821
PARKING STORAGE UNIT	A	22	0.188821	0.188821
PARKING STORAGE UNIT	A	23	0.188821	0.188821
PARKING STORAGE UNIT	A	24	0.188821	0.188821
PARKING STORAGE UNIT	A	25	0.188821	0.188821
PARKING STORAGE UNIT	A	26	0.188821	0.188821
PARKING STORAGE UNIT	A	27	0.188821	0.188821
PARKING STORAGE UNIT	A	28	0.188821	0.188821
PARKING STORAGE UNIT	A	29	0.188821	0.188821
PARKING STORAGE UNIT	A	30	0.188821	0.188821
PARKING STORAGE UNIT	A	31	0.188821	0.188821
PARKING STORAGE UNIT	A	32	0.188821	0.188821
PARKING STORAGE UNIT	A	33	0.188821	0.188821
PARKING STORAGE UNIT	A	34	0.188821	0.188821
PARKING STORAGE UNIT	A	35	0.188821	0.188821
PARKING STORAGE UNIT	A	36	0.188821	0.188821
PARKING STORAGE UNIT	A	37	0.188821	0.188821
PARKING STORAGE UNIT	A	38	0.188821	0.188821
PARKING STORAGE UNIT	A	39	0.188821	0.188821
PARKING STORAGE UNIT	A	40	0.188821	0.188821
PARKING STORAGE UNIT	A	41	0.188821	0.188821
PARKING STORAGE UNIT	A	42	0.188821	0.188821
PARKING STORAGE UNIT	A	43	0.188821	0.188821
PARKING STORAGE UNIT	A	44	0.188821	0.188821
PARKING STORAGE UNIT	A	45	0.188821	0.188821
PARKING STORAGE UNIT	A	46	0.188821	0.188821
PARKING STORAGE UNIT	A	47	0.188821	0.188821
PARKING STORAGE UNIT	A	48	0.188821	0.188821
PARKING STORAGE UNIT	A	49	0.188821	0.188821
PARKING STORAGE UNIT	A	50	0.188821	0.188821
PARKING STORAGE UNIT	A	51	0.188821	0.188821
PARKING STORAGE UNIT	A	52	0.188821	0.188821
PARKING STORAGE UNIT	A	53	0.188821	0.188821
PARKING STORAGE UNIT	A	54	0.188821	0.188821
PARKING STORAGE UNIT	A	55	0.188821	0.188821
PARKING STORAGE UNIT	A	56	0.188821	0.188821
PARKING STORAGE UNIT	A	57	0.188821	0.188821
PARKING STORAGE UNIT	A	58	0.188821	0.188821

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	59	0.188821	0.188821
PARKING STORAGE UNIT	A	60	0.188821	0.188821
PARKING STORAGE UNIT	A	61	0.188821	0.188821
PARKING STORAGE UNIT	A	62	0.188821	0.188821
PARKING STORAGE UNIT	A	63	0.188821	0.188821
PARKING STORAGE UNIT	A	64	0.188821	0.188821
PARKING STORAGE UNIT	A	65	0.188821	0.188821
PARKING STORAGE UNIT	A	66	0.188821	0.188821
PARKING STORAGE UNIT	A	67	0.188821	0.188821
PARKING STORAGE UNIT	A	68	0.188821	0.188821
PARKING STORAGE UNIT	A	69	0.188821	0.188821
PARKING STORAGE UNIT	A	70	0.188821	0.188821
PARKING STORAGE UNIT	A	71	0.188821	0.188821
PARKING STORAGE UNIT	A	72	0.188821	0.188821
PARKING STORAGE UNIT	A	73	0.188821	0.188821
PARKING STORAGE UNIT	A	74	0.188821	0.188821
PARKING STORAGE UNIT	A	75	0.188821	0.188821
PARKING STORAGE UNIT	A	76	0.188821	0.188821
PARKING STORAGE UNIT	A	77	0.188821	0.188821
PARKING STORAGE UNIT	A	78	0.188821	0.188821
PARKING STORAGE UNIT	A	79	0.188821	0.188821
PARKING STORAGE UNIT	A	80	0.188821	0.188821
PARKING STORAGE UNIT	A	81	0.188821	0.188821
PARKING STORAGE UNIT	A	82	0.188821	0.188821
PARKING STORAGE UNIT	A	83	0.188821	0.188821
PARKING STORAGE UNIT	A	84	0.188821	0.188821
PARKING STORAGE UNIT	A	85	0.188821	0.188821
PARKING STORAGE UNIT	A	86	0.188821	0.188821
PARKING STORAGE UNIT	A	87	0.188821	0.188821
PARKING STORAGE UNIT	A	88	0.188821	0.188821
PARKING STORAGE UNIT	A	89	0.188821	0.188821
PARKING STORAGE UNIT	A	90	0.188821	0.188821
PARKING STORAGE UNIT	A	91	0.188821	0.188821
PARKING STORAGE UNIT	A	92	0.188821	0.188821
PARKING STORAGE UNIT	A	93	0.188821	0.188821
PARKING STORAGE UNIT	A	94	0.188821	0.188821
PARKING STORAGE UNIT	A	95	0.188821	0.188821
PARKING STORAGE UNIT	A	96	0.188821	0.188821
PARKING STORAGE UNIT	A	97	0.188821	0.188821
PARKING STORAGE UNIT	A	98	0.188821	0.188821
PARKING STORAGE UNIT	A	99	0.188821	0.188821
PARKING STORAGE UNIT	A	100	0.188821	0.188821
PARKING STORAGE UNIT	A	101	0.188821	0.188821
PARKING STORAGE UNIT	A	102	0.188821	0.188821
PARKING STORAGE UNIT	A	103	0.188821	0.188821
PARKING STORAGE UNIT	A	104	0.188821	0.188821
PARKING STORAGE UNIT	A	105	0.188821	0.188821
PARKING STORAGE UNIT	A	106	0.188821	0.188821
PARKING STORAGE UNIT	A	107	0.188821	0.188821
PARKING STORAGE UNIT	A	108	0.188821	0.188821
PARKING STORAGE UNIT	A	109	0.188821	0.188821
PARKING STORAGE UNIT	A	110	0.188821	0.188821
PARKING STORAGE UNIT	A	111	0.188821	0.188821
PARKING STORAGE UNIT	A	112	0.188821	0.188821
PARKING STORAGE UNIT	A	113	0.188821	0.188821
PARKING STORAGE UNIT	A	114	0.188821	0.188821
PARKING STORAGE UNIT	A	115	0.188821	0.188821
PARKING STORAGE UNIT	A	116	0.188821	0.188821
PARKING STORAGE UNIT	A	117	0.188821	0.188821

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
PARKING STORAGE UNIT	A	118	0.188821	0.188821
PARKING STORAGE UNIT	A	119	0.188821	0.188821
PARKING STORAGE UNIT	A	120	0.188821	0.188821
PARKING STORAGE UNIT	A	121	0.188821	0.188821
PARKING STORAGE UNIT	A	122	0.188821	0.188821
PARKING STORAGE UNIT	A	123	0.188821	0.188821
PARKING STORAGE UNIT	A	124	0.188821	0.188821
PARKING STORAGE UNIT	A	125	0.188821	0.188821
PARKING STORAGE UNIT	A	126	0.188821	0.188821
PARKING STORAGE UNIT	A	127	0.188821	0.188821
PARKING STORAGE UNIT	A	128	0.188821	0.188821
PARKING STORAGE UNIT	A	129	0.188821	0.188821
PARKING STORAGE UNIT	A	130	0.188821	0.188821
PARKING STORAGE UNIT	A	131	0.188821	0.188821
PARKING STORAGE UNIT	A	132	0.188821	0.188821
STORAGE UNIT	A	133	0.151006	0.151006
STORAGE UNIT	A	134	0.151006	0.151006
STORAGE UNIT	A	135	0.151006	0.151006
STORAGE UNIT	A	136	0.151007	0.151007
STORAGE UNIT	A	137	0.151007	0.151007
1	1	1	0.589846	0.601934
3	1	2	0.589846	0.466060
5	1	3	0.589846	0.466060
7	1	4	0.589846	0.599558
9	1	5	0.589846	0.601934
11	1	6	0.589846	0.466060
13	1	7	0.589846	0.466060
15	1	8	0.589846	0.599558
17	1	9	0.589846	0.601934
19	1	10	0.589846	0.466060
21	1	11	0.589846	0.466060
23	1	12	0.589846	0.466060
25	1	13	0.589846	0.466060
27	1	14	0.589846	0.599558
29	1	15	0.589846	0.601934
31	1	16	0.589846	0.466060
33	1	17	0.589846	0.466060
35	1	18	0.589846	0.466060
37	1	19	0.589846	0.466060
39	1	20	0.589846	0.599558
41	1	21	0.589846	0.599558
43	1	22	0.589846	0.466060
45	1	23	0.589846	0.466060
47	1	24	0.589846	0.466060
49	1	25	0.589846	0.466060
51	1	26	0.589846	0.601934
53	1	27	0.589846	0.601934
55	1	28	0.589846	0.466060
57	1	29	0.589846	0.466060
59	1	30	0.589846	0.466060
61	1	31	0.589846	0.466060
63	1	32	0.589846	0.599558
65	1	33	0.589846	0.466060
67	1	34	0.589846	0.601934
69	1	35	0.589846	0.601934
71	1	36	0.589846	0.466060
73	1	37	0.589846	0.466060
75	1	38	0.589846	0.466060

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
77	1	39	0.589846	0.601934
79	1	40	0.589846	0.599558
81	1	41	0.589846	0.466060
83	1	42	0.589846	0.466060
85	1	43	0.589846	0.466060
87	1	44	0.589846	0.466060
89	1	45	0.589846	0.466060
91	1	46	0.589846	0.466060
93	1	47	0.589846	0.466060
95	1	48	0.589846	0.601934
97	1	49	0.589846	0.627588
99	1	50	0.589846	0.466060
101	1	51	0.589846	0.466060
103	1	52	0.589846	0.466060
105	1	53	0.589846	0.601934
107	1	54	0.589846	0.601934
109	1	55	0.589846	0.466060
111	1	56	0.589846	0.466060
113	1	57	0.589846	0.466060
115	1	58	0.589846	0.601934
117	1	59	0.589846	0.601934
119	1	60	0.589846	0.466060
121	1	61	0.589846	0.466060
123	1	62	0.589846	0.466060
125	1	63	0.589846	0.601934
2	2	1	0.589846	0.734008
4	2	2	0.589846	0.627114
6	2	3	0.589846	0.627114
8	2	4	0.589846	0.734008
10	2	5	0.589846	0.734008
12	2	6	0.589846	0.627114
14	2	7	0.589846	0.627114
16	2	8	0.589846	0.734008
18	2	9	0.589846	0.734008
20	2	10	0.589846	0.627114
22	2	11	0.589846	0.627114
24	2	12	0.589846	0.627114
26	2	13	0.589846	0.627114
28	2	14	0.589846	0.734008
30	2	15	0.589846	0.734008
32	2	16	0.589846	0.627114
34	2	17	0.589846	0.627114
36	2	18	0.589846	0.627114
38	2	19	0.589846	0.627114
40	2	20	0.589846	0.734008
42	2	21	0.589846	0.734008
44	2	22	0.589846	0.627114
46	2	23	0.589846	0.627114
48	2	24	0.589846	0.627114
50	2	25	0.589846	0.627114
52	2	26	0.589846	0.734008
54	2	27	0.589846	0.734008
56	2	28	0.589846	0.627114
58	2	29	0.589846	0.627114
60	2	30	0.589846	0.627114
62	2	31	0.589846	0.627114
64	2	32	0.589846	0.734008
66	2	33	0.589846	0.734008

SCHEDULE D

SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON INTERESTS
68	2	34	0.589846	0.627114
70	2	35	0.589846	0.627114
72	2	36	0.589846	0.627114
74	2	37	0.589846	0.627114
76	2	38	0.589846	0.734008
78	2	39	0.589846	0.734008
80	2	40	0.589846	0.627114
82	2	41	0.589846	0.627114
84	2	42	0.589846	0.627114
86	2	43	0.589846	0.627114
88	2	44	0.589846	0.734008
90	2	45	0.589846	0.627114
92	2	46	0.589846	0.627114
94	2	47	0.589846	0.627114
96	2	48	0.589846	0.734008
98	2	49	0.589846	0.698376
100	2	50	0.589846	0.627114
102	2	51	0.589846	0.627114
104	2	52	0.589846	0.627114
106	2	53	0.589846	0.734008
108	2	54	0.589846	0.627588
110	2	55	0.589846	0.627114
112	2	56	0.589846	0.627114
114	2	57	0.589846	0.627114
116	2	58	0.589846	0.734008
118	2	59	0.589846	0.734008
120	2	60	0.589846	0.627114
122	2	61	0.589846	0.627114
124	2	62	0.589846	0.627114
126	2	63	0.589846	0.734008
TOTALS			100.000000	100.000000

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

**BUDGET FOR THE FISCAL YEAR ENDED
OCTOBER 31, 2021**

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BUDGET FOR THE FISCAL YEAR ENDED

OCTOBER 31, 2021

	2020 BUDGET	2021 BUDGET
<u>REVENUE</u>		
Common Element Assessment	534,522	534,522
Operating Interest	150	-
Sundry Revenue	-	-
TOTAL REVENUE	534,672	534,522
<u>ADMINISTRATIVE EXPENSES</u>		
Management Fees	60,419	61,929
Legal Fees	2,000	3,000
Audit Fees	3,300	3,400
Performance Audit	10,000	9,605
Regulatory Fees	2,650	2,101
TOTAL ADMINISTRATIVE EXPENSES	78,369	80,036
<u>OTHER EXPENSES</u>		
Office Expenses	5,450	6,300
Telephones	4,250	1,275
TOTAL OTHER EXPENSES	9,700	7,575
<u>UTILITIES EXPENSES</u>		
Hydro	70,000	106,000
Less: Hydro Recovery	(35,000)	(74,000)
Gas	-	6,000
Water	54,000	75,000
Less: Water Recovery	(21,000)	(70,000)
Waste Management	29,380	29,380
TOTAL UTILITIES EXPENSES	97,380	72,380

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BUDGET FOR THE FISCAL YEAR ENDED

OCTOBER 31, 2021

	2020 BUDGET	2021 BUDGET
<u>CONTRACTS</u>		
Year Round Grounds Care	82,264	82,264
Irrigation System Maintenance	500	500
Tractor	4,400	2,810
Life Safety Systems	8,500	12,328
Building Equipment Maintenance	5,208	6,062
Insurance Premium	52,800	52,800
Garage Door Maintenance	12,000	2,531
Garage Cleaning	4,500	8,542
Pest Control	7,051	7,968
Window Cleaning	-	11,500
Insurance Deductible	-	10,000
TOTAL CONTRACTS	177,223	197,305
<u>REPAIRS & MAINTENANCE</u>		
Maintenance Supplies	2,000	3,000
General Repairs And Maintenance	14,000	15,106
Contingency Fund	-	45,000
TOTAL REPAIRS & MAINTENANCE	16,000	63,106
TOTAL OPERATING EXPENSES	378,672	420,402
Reserve Fund Provision	156,000	159,120
TOTAL RESERVE FUND PROVISION	156,000	159,120
TOTAL EXPENSES	534,672	579,522
UTILIZATION OF PRIOR YEAR SURPLUS/ (DEFICIT)	-	(45,000)
NET EXPENSES	534,672	534,522
SURPLUS / (DEFICIT)	-	-

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

BUDGET FOR THE FISCAL YEAR ENDED

OCTOBER 31, 2021

COMMENTARY ON BUDGETED EXPENSES

ADMINISTRATIVE EXPENSES

Management Fees	61,929	FirstService Management Fee
Legal Fees	3,000	Contingency for Legal Expenses
Audit Fees	3,400	Annual Audit and AGM presentation
Performance Audit	9,605	2nd Year PA, including site visits and review
Regulatory Fees	2,101	CAO and other government fees

TOTAL ADMINISTRATIVE EXPENSES	\$ 80,036
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OTHER EXPENSES

Office Expenses	6,300	Meetings, minutes, AGM, Budget etc.
Telephones	1,275	Phones for fire systems

TOTAL OTHER EXPENSES	\$ 7,575
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UTILITIES EXPENSES

Hydro	106,000	Common Area Hydro including mechanicals
Less: Hydro Recovery	(74,000)	Unit consumption claimed back
Gas	6,000	Common Area Gas
Water	75,000	Bulk Water Bill for Site
Less: Water Recovery	(70,000)	Recovery of In Suite consumption
Waste Management	29,380	Site Cleaning, Garbage rooms, bin removal

TOTAL UTILITIES EXPENSES	\$ 72,380
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CONTRACTS

Year Round Grounds Care	82,264	Landscaping and Snow Clearing
Irrigation System Maintenance	500	Spring and Fall startup/shutdown
Tractor	2,810	Lease on Tractor for Garbage
Life Safety Systems	12,328	Monthly Service on Fire Systems & Annual Inspection
Building Equipment Maintenance	6,062	Mechanical System repairs, maintenance
Insurance Premium	52,800	Coverage as per Condo Act including D&O coverage
Garage Door Maintenance	2,531	Service contract
Garage Cleaning	8,542	Estimate to clean garage once per year incl drains
Pest Control	7,968	Yearly contract for pest and odour control
Window Cleaning	11,500	One time per year cleaning outside windows
Insurance Deductible	10,000	Contingency equal to one insurance claims deductible

TOTAL CONTRACTS	\$ 197,305
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REPAIRS & MAINTENANCE

Maintenance Supplies	3,000	As required, estimate
General Repairs And Maintenance	15,106	As required, estimate
Contingency Fund	45,000	Funds for unexpected costs as per Auditors guidelines

TOTAL REPAIRS & MAINTENANCE	\$ 63,106
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Reserve Fund Provision

Reserve Fund Provision	159,120	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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TOTAL Reserve Fund Provision	\$ 159,120
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TOTAL OPERATING EXPENSES	\$ 579,522
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YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

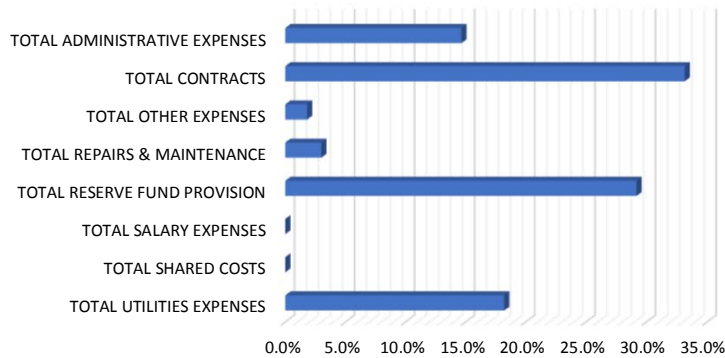
BUDGET FOR THE FISCAL YEAR ENDED OCTOBER 31, 2021

ANALYSIS OF COMMON ELEMENT FEES

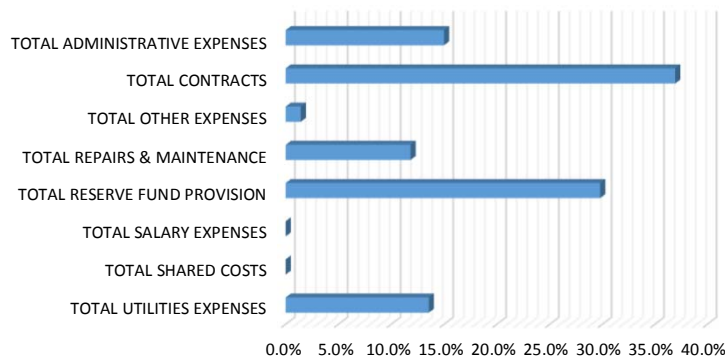
	2020	2021
Common Element Assessment	534,522	534,522
TOTAL REVENUE	534,672	534,522

EXPENSE CATEGORY	2020	2021	% of CE Fees	
			2020	2021
TOTAL UTILITIES EXPENSES	97,380	72,380	18.2%	13.5%
TOTAL SHARED COSTS	-	-	0.0%	0.0%
TOTAL SALARY EXPENSES	-	-	0.0%	0.0%
TOTAL RESERVE FUND PROVISION	156,000	159,120	29.2%	29.8%
TOTAL REPAIRS & MAINTENANCE	16,000	63,106	3.0%	11.8%
TOTAL OTHER EXPENSES	9,700	7,575	1.8%	1.4%
TOTAL CONTRACTS	177,223	197,305	33.2%	36.9%
TOTAL ADMINISTRATIVE EXPENSES	78,369	80,036	14.7%	15.0%
TOTAL EXPENSES	534,672	579,522		

Allocation of Expenses - Current FY



Allocation of Expenses - Upcoming FY



**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1392**

Financial Statements

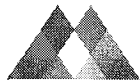
Year ended October 31, 2020

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Index to Financial Statements

October 31, 2020

	PAGE
INDEPENDENT AUDITOR'S REPORT.....	1 - 2
BALANCE SHEET.....	3
STATEMENT OF RESERVE FUND.....	4
STATEMENT OF TRACTOR FUND.....	4
STATEMENT OF OPERATING FUND (DEFICIT).....	5
STATEMENT OF REVENUE AND EXPENDITURES.....	6
SCHEDULES TO FINANCIAL STATEMENTS.....	7
STATEMENT OF CASH FLOWS.....	8
NOTES TO FINANCIAL STATEMENTS.....	9 - 14



INDEPENDENT AUDITOR'S REPORT

To the Owners of
York Region Standard Condominium Corporation No. 1392

Opinion

We have audited the financial statements of York Region Standard Condominium Corporation No. 1392, which comprise the balance sheet as at October 31, 2020, and the statements of reserve fund, tractor fund, operating fund (deficit), revenue and expenditures and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at October 31, 2020, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

Responsibilities of Management and Directors for the Financial Statements

Management and Directors are responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management and Directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management and Directors are responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management and Directors either intend to terminate the Corporation or to cease operations, or have no realistic alternative but to do so.

Directors are responsible for overseeing the Corporation's financial reporting process.

INDEPENDENT AUDITOR'S REPORT - cont'd

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 misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- ♦ Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- ♦ Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management and Directors.
- ♦ Conclude on the appropriateness of management and Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our Auditor's Report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our Auditor's Report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- ♦ Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with Directors 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.

Adams & Miles LLP

Chartered Professional Accountants
Licensed Public Accountants

Toronto, Canada
February 26, 2021

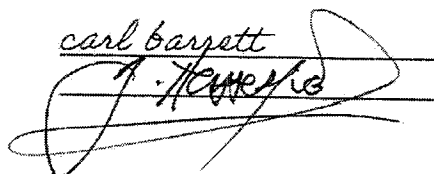
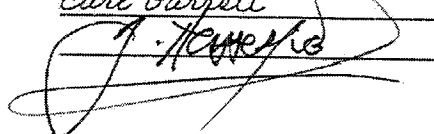
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Balance Sheet

October 31, 2020

	2020	2019 (Note 11)
Assets		
Current		
Cash	\$ 179,898	\$ 79,447
Accounts receivable	23,611	9,152
Prepaid expenditures	2,737	8,472
	206,246	97,071
Reserve investments (Note 4)	274,419	73,340
Tractor	13,660	15,026
	\$ 494,325	\$ 185,437
Liabilities		
Current		
Accounts payable and accrued liabilities	\$ 61,882	\$ 28,132
Due to Declarant	26,580	35,217
Capital lease obligation (Note 5)	2,810	2,810
	91,272	66,159
Capital lease obligation (Note 5)	9,026	11,359
	100,298	77,518
Fund balances		
Reserve fund	274,418	115,849
Tractor fund	1,825	857
Operating fund (deficit)	117,784	(8,787)
	394,027	107,919
	\$ 494,325	\$ 185,437

Approved on behalf of the Board:

 Director
 Director

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392**Statement of Reserve Fund****Year ended October 31, 2020**

	2020	2019 (Note 11)
Balance, beginning of year	\$ 115,849	\$ -
Add		
Allocation from common element assessments	156,000	41,458
Contributions from unit owners on closing of units (Note 3)	1,116	79,361
Interest	1,453	906
	158,569	121,725
Deduct		
Reserve fund study	-	5,876
Balance, end of year	\$ 274,418	\$ 115,849

Statement of Tractor Fund**Year ended October 31, 2020**

	2020	2019 (Note 11)
Balance, beginning of year	\$ 857	\$ -
Add (deduct)		
Allocation from common element assessments for lease payments	2,810	2,810
Interest	(476)	(587)
Amortization	(1,366)	(1,366)
	968	857
Balance, end of year	\$ 1,825	\$ 857

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Statement of Operating Fund (Deficit)

Year ended October 31, 2020

	2020	2019 (Note 11)
Balance, beginning of year	\$ (8,787)	\$ -
Excess of revenue over expenditures (expenditures over revenue)	117,784	(8,787)
Deficit recovery from Declarant	8,787	-
Balance, end of year	\$ 117,784	\$ (8,787)

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392**Statement of Revenue and Expenditures****Year ended October 31, 2020**

	2020 Budget (Note 10)	2020 Actual	2019 Actual (Note 11)
Revenue			
Common element assessments	\$ 534,522	\$ 534,529	\$ 301,577
Interest and other	150	620	488
	534,672	535,149	302,065
 Less allocations to:			
Reserve fund	156,000	156,000	41,458
Tractor fund	4,400	2,810	2,810
	160,400	158,810	44,268
	374,272	376,339	257,797
 Expenditures (See analysis of certain expenditures on page 7)			
Contracts	172,823	161,351	145,951
Utilities	97,380	12,084	46,336
Administrative	88,069	81,883	65,027
Repair and maintenance	16,000	3,237	9,270
	374,272	258,555	266,584
 Excess of revenue over expenditures (expenditures over revenue)	\$ -	\$ 117,784	\$ (8,787)

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Schedules to Financial Statements

Year ended October 31, 2020

	2020 Budget (Note 10)	2020 Actual	2019 Actual (Note 11)
Contracts			
Landscaping and snowplowing	\$ 82,764	\$ 82,264	\$ 74,670
Insurance	52,800	45,585	44,481
Garage	16,500	1,884	-
Life safety systems	8,500	10,153	12,474
Pest control	7,051	6,652	7,614
Building equipment maintenance	5,208	5,208	6,712
Window cleaning	-	9,605	-
	\$ 172,823	\$ 161,351	\$ 145,951
Utilities (Note 8)			
Electricity	\$ 35,000	\$ 39,203	\$ 25,864
Water (recovery)	33,000	(62,082)	(9,971)
Waste management	29,380	29,371	27,962
Gas	-	5,592	2,481
	\$ 97,380	\$ 12,084	\$ 46,336
Administrative			
Management	\$ 60,419	\$ 60,297	\$ 55,998
Performance audit	10,000	9,605	2,147
Office	5,450	2,317	3,999
Telephone	4,250	1,627	397
Audit	3,300	6,128	-
Regulatory fees	2,650	1,214	2,486
Legal	2,000	695	-
	\$ 88,069	\$ 81,883	\$ 65,027

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392**Statement of Cash Flows****Year ended October 31, 2020**

	2020	2019 (Note 11)
Cash provided by (used in)		
Operating activities		
Excess of revenue over expenditures (expenditures over revenue)	\$ 117,784	\$ (8,787)
Changes in		
Accounts receivable	(14,459)	(9,152)
Prepaid expenditures	5,735	(8,472)
Accounts payable and accrued liabilities	33,751	28,132
	142,811	1,721
Financing activities		
Due to Declarant	(8,637)	35,217
Allocation to reserve fund	156,000	41,458
Contributions to reserve fund by unit owners on closing of units	1,116	79,361
Allocation to tractor fund	2,810	2,810
(Decrease) increase in lease obligation	(2,810)	13,582
Recovery of first year deficit from Declarant	8,787	-
	157,266	172,428
Investing activities		
Increase in reserve investments	(201,079)	(73,340)
Reserve fund interest	1,453	906
Purchase of tractor	-	(16,392)
Reserve fund expenditures	-	(5,876)
	(199,626)	(94,702)
Change in cash	100,451	79,447
Cash, beginning of year	79,447	-
Cash, end of year	\$ 179,898	\$ 79,447

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Notes to Financial Statements

Year ended October 31, 2020

1. Nature of operations

The Corporation was registered on November 19, 2018 under the Condominium Act, 1998 and is a not-for-profit organization that is exempt from taxes under the Income Tax Act. Its purpose 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 a 126 unit residential condominium community located at 100 to 600 Alex Gardner Circle in Aurora, Ontario known as Time Village.

2. Summary of significant accounting policies

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires the Corporation's management and Directors to make estimates and assumptions that affect the reported amount of assets, liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenditures during the year. These estimates and assumptions are reviewed periodically, and adjustments are reported in the Statement of Revenue and Expenditures in the year in which they become known. Significant accounting policies are as follows:

Accrual basis of accounting

Revenue and expenditures are recorded on the accrual basis of accounting under which they are recorded in the financial statements in the year they are earned or incurred respectively, whether or not such transactions have been settled by the receipt or payment of money.

Tractor

The tractor is recorded at capitalized cost and is amortized based on its estimated useful life.

Common elements

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

Reserve fund

The Corporation is required by the Condominium Act, 1998 to allocate to a reserve fund amounts that are calculated from expected repair and replacement costs and life expectancies of the common elements of the Corporation and are reasonably expected to provide sufficient funds to repair and replace the common elements. The reserve fund is charged with the cost of major repair and replacement of the common elements and assets of the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Notes to Financial Statements

Year ended October 31, 2020

2. Summary of significant accounting policies - cont'd

Fund accounting

Revenue and expenditures related to major repair and replacement of the common elements are reported in the Statement of Reserve Fund.

Lease payments, amortization and interest for the equipment lease are reported in the Statement of Tractor Fund.

Revenue and expenditures for operations of the Corporation and for maintenance of the common elements are reported in the Statement of Revenue and Expenditures.

Revenue recognition

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

Reserve investments

Reserve investments are recorded at cost plus accrued interest.

Contributed services

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

Fund balance management

The Corporation manages its fund balances through annual budgets that accumulate amounts adequate for reserve fund requirements and day-to-day operations and by investment of funds in compliance with the requirements of the Condominium Act, 1998.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Notes to Financial Statements

Year ended October 31, 2020

3. Adequacy of reserve fund

The Directors have used the report of Building Sciences Inc. dated September 3, 2019 and such other information as was available to them to evaluate the adequacy of the reserve fund. That report proposed allocations of \$156,000 for 2020, expenditures of \$Nil and a year-end balance as at October 31, 2020 of \$272,368. Actual amounts were allocations of \$156,000, expenditures of \$Nil and a year-end balance of \$274,418. Reserve fund allocations are proposed to increase by inflation annually.

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, 1998 requires reserve fund studies be updated every three years.

The Directors' evaluation is that the present reserve fund balance together with the allocations proposed in the Notice of Future Funding of the Reserve Fund can be reasonably expected to provide sufficient funds to pay for future major repair and replacement.

4. Reserve investments

Reserve investments consist of cash which is held in a bank account with Canadian Imperial Bank of Commerce earning interest at the bank's prime rate less 1.95% per annum.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392**Notes to Financial Statements****Year ended October 31, 2020**

5. Lease obligation

Upon registration, the Corporation was obligated to assume a tractor lease. The lease obligation is recorded at an amount equal to the present value of the lease payments using an interest rate of 3.95% per annum. The lease is secured by the tractor, repayable in monthly payments of \$234 maturing August 2024. Future lease payments are as follows:

2020	\$ -
2021	2,810
2022	2,810
2023	2,810
2024	2,342
<hr/>	
Total future minimum lease payments	10,772
Less amount representing interest	(1,064)
<hr/>	
Present value of minimum net lease payments	11,836
Less current portion	2,810
<hr/>	
	\$ 9,026

6. Related party transactions

During the year, the Directors did not receive remuneration nor have an interest in any transactions of the Corporation. The management company collects amounts from owners and others for issuing statutory notices.

7. Financial instruments

The Corporation's financial instruments that are exposed to concentrations of credit risk consist primarily of cash, accounts receivable, due to Declarant and reserve investments. The Corporation places its cash and reserve investments with high credit quality institutions and believes its exposure to credit risk is not significant.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Notes to Financial Statements

Year ended October 31, 2020

8. Commitments

The Corporation has contractual obligations for various operating expenditures including management, building equipment maintenance, waste disposal and landscaping and snowplowing. All contracts contain short-term cancellation clauses with the exception of building equipment maintenance which expires in 2022 with a current annual cost of approximately \$5,300.

The Corporation has entered into a contract to provide electricity and water sub-metering and distribution services for a twenty year period ending November 2028.

Water recoveries from unit owners since registration have been greater than the unit owners share of those costs. The Corporation is currently investigating this matter. Any adjustments will be made when determined.

9. COVID-19

Events have occurred as a result of the COVID-19 (coronavirus) pandemic that have caused economic uncertainty. The duration and impact of the COVID-19 pandemic, as well as the effectiveness of government responses, remain unclear at this time. Potential risks that the Corporation faces as a result of the pandemic are as follows:

- (i) Significant change in operational costs
 - Assessment and response:
Change in operational costs, if any, have been reflected in the financial statements.
- (ii) Non-collection or reduced collection of receivables from unit owners and others
 - Assessment and response:
The collectability of other receivables has been assessed for balances over 90 days; therefore, there is minimal risk related to non-collection or reduced collection of these receivables.
- (iii) Due to reduced cash inflows and/or increased operating costs, the Corporation may be in an operating deficit position which may necessitate increased fees or a special assessment
 - Assessment and response:
The Corporation has positive working capital and is in an operating surplus position. The Corporation continues to be a going concern.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1392

Notes to Financial Statements

Year ended October 31, 2020

10. Budget amounts

The budget amounts on the Statement of Revenue and Expenditures and Schedules to Financial Statements are presented for information purposes only, are unaudited and not covered by the Independent Auditor's Report of Adams & Miles LLP, Chartered Professional Accountants, dated February 26, 2021.

11. Comparative amounts

Comparative amounts are for the period from November 19, 2018 (date of registration) to October 31, 2019.



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. 1392

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

PROPERTY INSURED: 100, 200, 300, 400, 500 & 600 Alex Gardner Circle
Aurora, Ontario
L4G 3G5

TERM: November 19, 2020 TO November 19, 2021

COMMERCIAL PACKAGE POLICY NO.

501405443

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$37,640,400.00
Deductibles: \$ 5,000.00 STANDARD
\$ 10,000.00 SEWER BACKUP
\$ 10,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Novex Insurance Company 45%
RSA Insurance Company of Canada 13%
Aviva Insurance Company of Canada 20%
Wawanesa Insurance 22%

COMPREHENSIVE GENERAL LIABILITY:

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

DIRECTORS AND OFFICERS LIABILITY:

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

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident:	\$37,640,400.00
Company:	Novex Insurance Company
Policy Number:	501405443

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.

It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.

A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited

Authorized Representative

Date: November 19, 2020

Your Protection is Our Business
www.atrens-counsel.com

PROPOSED STANDARD UNIT SCHEDULE

(subject to amendment and to be finalized by the
Declarant on or before registration of the Condominium)

TIME

CONSTRUCTION

1. Garden units: Main level ceiling height to be 9' with door heights and arches to 6'8". Upper level ceiling height to 8' with door heights and arches to be 6'8" (except any areas to accommodate mechanical), as per model type.
2. Terrace units: Main level ceiling height to be 9' with door heights and arches to 6'8". Upper level ceiling height to 8' with door heights and arches to be 6'8" (except any areas to accommodate mechanical), as per model type.
3. 2" x 6" exterior wood wall construction.
4. Wood demising wall assembly.
5. Tongue and groove plywood subflooring glued to TGI.
6. 7' metal insulated flat slab front entry door.
7. Maintenance-free aluminium soffit, fascia and downspouts where applicable.
8. Windows to be vinyl casement double-glazed low E.
9. Roof space to be insulated in accordance with OBC
10. Garden unit's main level only to have floor warming in finished areas except mechanical room where applicable.
11. Garden unit to have hose bib on main level balcony area with shut off as per plan.
12. Terrace unit upper level to have hose bib in mechanical room as per plan.
13. Rough in gas BBQ line provided on the Garden unit main level patio where applicable; Terrace unit upper level terrace space where applicable.

HEATING AND INSULATION

1. Integrated mechanical system with dual purpose hot water complete with high-velocity air distribution system for heating and cooling.
2. Central air conditioning.
3. Principal exhaust fan complete with DC motor.
4. Programmable thermostat.

INTERIOR FINISHES

1. Flat slab interior door where applicable, as per model type.
2. Interior baseboard to be 3" flat stock painted white.
3. Interior casing to be 2" flat stock painted white.
4. Exterior satin nickel grip set with deadbolt on main entry door.
5. All interior doors in finished areas to have satin nickel levers.
6. Garden and Terrace units to have stained oak staircase within unit only from main level to upper level; upper level to terrace level to have stained oak staircase (Terrace units only) as per plans.
7. Terrace unit to have carpet staircase from unit entrance foyer to main level entry door, as per plan.
8. Stained oak square pickets for staircase within units as per Vendor's standard selections.
9. Stained oak handrail where applicable as per Vendor's standard selections
10. Designer laminate flooring throughout except washrooms, laundry room and mechanical room, from Vendor's standard selections.
11. Designer selected tile in all washrooms as per Vendor's standard selections.
12. Laundry rooms and mechanical rooms to have standard white tile as per plan.

KITCHEN

1. Designer selected cabinetry from Vendor's standard colour schemes.
2. Designer selected granite countertop in kitchen as per Vendor's standard selections.
3. Undermount single bowl stainless steel sink with single lever faucet.
4. Shut-off valve to kitchen sink.

BATHS

1. Designer selected cabinetry and laminate countertops from Vendors standard selections.
2. Single lever polished faucets with pop-up drains in all bathroom and powder room sinks.
3. Designer selected wall tile for all tub and shower enclosures as per Vendors standard selections.
4. Frameless glass shower enclosure with chrome knob and hinges in master ensuite only
5. Privacy locks on all bathroom and powder room doors.
6. Pressure balance valve to all shower stalls and tub/showers as per plan
7. Shut-off valves for all bathroom and powder room sinks.
8. Exhaust fans vented to exterior in all bathroom(s) and powder room.
9. Water resistant cement board on separate shower stall walls.

ELECTRICAL

1. 100 Amp service with circuit breaker panel to utility authority standards.
2. Decora switches and plugs, white.
3. Ceiling mounted light fixtures where applicable, as per plan.
4. Electrical outlet(s) in all bathroom(s) and powder room include ground fault interrupter (GFI).
5. Water resistant light fixtures in all shower stalls.
6. Electrical outlet(s) for future small appliances beside all vanities and pedestal sink include ground fault interrupter, as per plan.
7. Electric door chime at front door.
8. Smoke detector installed as per OBC with strobe light alert.
9. Carbon monoxide detector installed as per OBC.
10. Electrical copper wiring.
11. Heavy duty receptacle for stove and dedicated electrical for fridge.
12. Split receptacle(s) at counter level for future small appliances in kitchen.
13. Pre-wire for cable T.V. outlet in living room and master bedroom, as per plans.
14. Pre-wire telephone outlet in living room and master bedroom, as per plans.
15. Rough in alarm for window and exterior doors as per plan.
16. Heavy duty electrical outlet and exterior vent for dryer. Electrical outlet for washer.

October 7, 2019

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. 1392.

The board has received and reviewed a comprehensive (Class 1) reserve fund study dated September 3, 2019, prepared by Building Sciences Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.

At the present time (fiscal year 2019-2020, starting November 1, 2019) the average contribution per unit per month to the reserve fund is \$103.17. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$2.06 for fiscal year 2020-2021, \$2.10 for fiscal year 2021-2022 and \$2.15 for fiscal year 2022-2023. The total annual contribution to the reserve fund (fiscal year 2019-2020) is presently \$156,000. Refer to attached funding plan to be implemented by Condominium Corporation regarding the annual contribution in upcoming fiscal years.

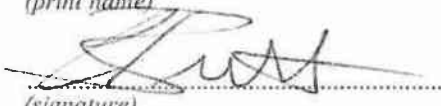
The proposed funding plan will be implemented beginning on 1st day of November, 2019 (set out the date of a day that is more than 30 days after the day on which this notice is sent to the owners).

Dated this 30 day of September, 2019.

York Region Standard Condominium Corporation No. 1392


(signature)

George Lowe
(print name)


(signature)

CARL BARRETT
(print name)

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

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the comprehensive (Class 1) reserve fund study dated September 3, 2019, prepared by Building Sciences Inc., for York Region Standard Condominium Corporation No. 1392 (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 the fiscal year 2019-2020 is \$156,000, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$112,557
Projected Minimum Reserve Fund Balance during the projected period:	\$272,368
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.0%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.0% (2020-2029); 2.5% (2030-2039); 3.0% (2040-2049)

The Reserve Fund Study can be examined upon written request to the Board of Directors and reasonable notice as set out in subsection 55 (3) of the *Condominium Act, 1998*, where and when it can be examined.

CASH FLOW TABLE

Opening Balance of the Reserve Fund:	\$112,557
Projected Minimum Reserve Fund Balance (as indicated in this table)	\$272,368
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.0%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.0% (2020-2029); 2.5% (2030-2039); 3.0% (2040-2049)

Fiscal Year	Opening Balance	Recommended Annual Contribution	Estimated Expenses Future Value	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance	
						Future Value	Present Value
2019-2020	\$112,557	\$156,000	\$0	\$3,811	-	\$272,368	\$272,368
2020-2021	\$272,368	\$159,120	\$0	\$7,039	2.0%	\$438,527	\$429,928
2021-2022	\$438,527	\$162,302	\$3,641	\$10,357	2.0%	\$607,545	\$583,953
2022-2023	\$607,545	\$165,548	\$0	\$13,806	2.0%	\$786,900	\$741,513
2023-2024	\$786,900	\$168,859	\$62,781	\$16,799	2.0%	\$909,777	\$840,493
2024-2025	\$909,777	\$172,237	\$3,864	\$19,879	2.0%	\$1,098,028	\$994,518
2025-2026	\$1,098,028	\$175,681	\$0	\$23,717	2.0%	\$1,297,427	\$1,152,078
2026-2027	\$1,297,427	\$179,195	\$0	\$27,740	2.0%	\$1,504,363	\$1,309,638
2027-2028	\$1,504,363	\$182,779	\$4,101	\$31,874	2.0%	\$1,714,915	\$1,463,663
2028-2029	\$1,714,915	\$186,434	\$117,119	\$34,991	2.0%	\$1,819,221	\$1,522,243
2029-2030	\$1,819,221	\$190,163	\$0	\$47,858	2.0%	\$2,057,242	\$1,687,655
2030-2031	\$2,057,242	\$193,966	\$4,352	\$53,801	2.0%	\$2,300,658	\$1,850,334
2031-2032	\$2,300,658	\$197,846	\$0	\$59,990	2.0%	\$2,558,493	\$2,017,354
2032-2033	\$2,558,493	\$201,803	\$0	\$66,485	2.0%	\$2,826,781	\$2,185,193
2033-2034	\$2,826,781	\$205,839	\$952,004	\$61,342	2.0%	\$2,141,958	\$1,623,336
2034-2035	\$2,141,958	\$209,955	\$289,362	\$52,556	2.0%	\$2,115,108	\$1,571,556
2035-2036	\$2,115,108	\$214,155	\$0	\$55,555	2.0%	\$2,384,817	\$1,737,210
2036-2037	\$2,384,817	\$218,438	\$4,901	\$62,290	2.0%	\$2,660,644	\$1,900,132
2037-2038	\$2,660,644	\$222,806	\$0	\$69,301	2.0%	\$2,952,751	\$2,067,397
2038-2039	\$2,952,751	\$227,263	\$1,031,422	\$63,767	2.0%	\$2,212,358	\$1,518,631
2039-2040	\$2,212,358	\$231,808	\$5,201	\$69,770	2.0%	\$2,508,735	\$1,688,307
2040-2041	\$2,508,735	\$236,444	\$1,991,586	\$48,935	2.0%	\$802,528	\$529,489
2041-2042	\$802,528	\$241,173	\$0	\$27,693	2.0%	\$1,071,395	\$693,020
2042-2043	\$1,071,395	\$245,996	\$5,519	\$35,749	2.0%	\$1,347,621	\$854,602
2043-2044	\$1,347,621	\$250,916	\$1,174,963	\$26,568	2.0%	\$450,142	\$279,863
2044-2045	\$450,142	\$255,935	\$0	\$17,343	2.0%	\$723,419	\$440,946
2045-2046	\$723,419	\$261,053	\$5,857	\$25,531	2.0%	\$1,004,146	\$600,057
2046-2047	\$1,004,146	\$266,274	\$34,138	\$33,606	2.0%	\$1,269,889	\$743,980
2047-2048	\$1,269,889	\$271,600	\$0	\$42,171	2.0%	\$1,583,660	\$909,614
2048-2049	\$1,583,660	\$277,032	\$1,600,924	\$27,651	2.0%	\$287,419	\$161,849

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. 1392 has reviewed the comprehensive (Class 1) reserve fund study dated September 3, 2019, prepared by Building Sciences Inc. for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year (2019-2020) is \$156,000, which is the same amount that has already been budgeted.

CONTRIBUTION TABLE

Fiscal Year	(A) * Annual Contribution	% Increase over Previous year	(B) Other Contributions (e.g. special assessment, loan)	(A) + (B) Total Contribution Each year to Reserve Fund
2019-2020	\$156,000	-	\$0	\$156,000
2020-2021	\$159,120	2.0%	\$0	\$159,120
2021-2022	\$162,302	2.0%	\$0	\$162,302
2022-2023	\$165,548	2.0%	\$0	\$165,548
2023-2024	\$168,859	2.0%	\$0	\$168,859
2024-2025	\$172,237	2.0%	\$0	\$172,237
2025-2026	\$175,681	2.0%	\$0	\$175,681
2026-2027	\$179,195	2.0%	\$0	\$179,195
2027-2028	\$182,779	2.0%	\$0	\$182,779
2028-2029	\$186,434	2.0%	\$0	\$186,434
2029-2030	\$190,163	2.0%	\$0	\$190,163
2030-2031	\$193,966	2.0%	\$0	\$193,966
2031-2032	\$197,846	2.0%	\$0	\$197,846
2032-2033	\$201,803	2.0%	\$0	\$201,803
2033-2034	\$205,839	2.0%	\$0	\$205,839
2034-2035	\$209,955	2.0%	\$0	\$209,955
2035-2036	\$214,155	2.0%	\$0	\$214,155
2036-2037	\$218,438	2.0%	\$0	\$218,438
2037-2038	\$222,806	2.0%	\$0	\$222,806
2038-2039	\$227,263	2.0%	\$0	\$227,263
2039-2040	\$231,808	2.0%	\$0	\$231,808
2040-2041	\$236,444	2.0%	\$0	\$236,444
2041-2042	\$241,173	2.0%	\$0	\$241,173
2042-2043	\$245,996	2.0%	\$0	\$245,996
2043-2044	\$250,916	2.0%	\$0	\$250,916
2044-2045	\$255,935	2.0%	\$0	\$255,935
2045-2046	\$261,053	2.0%	\$0	\$261,053
2056-2047	\$266,274	2.0%	\$0	\$266,274
2047-2048	\$271,600	2.0%	\$0	\$271,600
2048-2049	\$277,032	2.0%	\$0	\$277,032

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

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

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

NONE



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